

**IN THE HIGH COURT OF PUNJAB & HARYANA HIGH COURT
AT CHANDIGARH**

Regular Second Appeal No.5417 of 2012 (O&M)

Date of Decision: 19.02.2015

Parminder Singh

..... Appellant

Vs.

Ajaib Singh and another

..... Respondents

CORAM: HON'BLE MR. JUSTICE JASWANT SINGH

Present: Mr. Anil Chawla, Advocate for the appellant/plaintiff.

JASWANT SINGH, J. (ORAL)

The plaintiff is in appeal against the judgment and decree of reversal dated 05.09.2012, whereby the learned District Judge, Amritsar while partly accepting the appeal of the defendant-vendor has modified the judgment and decree dated 11.03.2010 for specific performance in “*toto*” passed by the learned trial Court and decreed in the alternative for a recovery of ₹ 2,60,000/- (earnest money) with interest at the rate of ₹ 6% per annum from 30.01.2006 till actual payment.

Notice of motion in the present case is yet to be issued.

At the time of hearing, learned Counsel for the appellant/plaintiff states that after the filing of the present appeal, both the parties have arrived at an amicable settlement, vide a written Compromise Deed dated 12.02.2015.

At this stage, Mr. Amit Jaiswal, Advocate has filed power of attorney on behalf of contesting respondent No.1/defendant (vendor). He fully endorses the content of the learned Counsel for the appellant/plaintiff.

Both the Counsel have jointly furnished the written Compromise Deed dated 12.02.2015, which is taken on record as **Mark 'A'**.

It is apparent from the Compromise Deed that the plaintiff is to receive a total sum of ₹ 8 Lacs towards full and final settlement of the decree and the dispute between the parties qua the suit land. A sum of ₹ 1 Lac is stated to have already been released and remaining ₹ 7 Lacs by way of Demand Draft No.454418 dated 10.02.2015 of Punjab National Bank, Jaintipur (Amritsar), Punjab has been paid to the plaintiff, who is present in the Court. Photocopy of the Demand Draft is kept as a matter of record.

It is further apparent that the parties are agreed that the plaintiff shall be entitled to the withdrawal of ₹ 3,3,625/- lying deposited before the Court of learned Civil Judge, Amritsar towards balance consideration in terms of the decree dated 11.03.2010, passed by the learned trial Court qua which the defendants would possibly have no objection.

In view of the aforesaid agreed stand, the present appeal is disposed of in view of the Compromise dated 12.02.2015 and the impugned decree stands modified to that extent.

February 19, 2015
Gagan

(JASWANT SINGH)
JUDGE