

In the High Court of Punjab and Haryana at Chandigarh

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R.S.A. No.4971 of 2013 (O&M)

.....

Date of decision:3.7.2015

Satpal

.....Appellant

v.

Harshmat Rai

.....Respondent

....

Coram : Hon'ble Mr. Justice Inderjit Singh

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Present: Mr. C.M. Munjal, Advocate for the appellant.

Mr. Peeush Gagneja, Advocate for the respondent.

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Inderjit Singh, J.

This regular second appeal has been filed by Satpal-appellant/defendant against Harshmat Rai-respondent/plaintiff aggrieved against the impugned judgment and decree dated 14.5.2012 passed by the learned Additional Civil Judge (Senior Division), Jalalabad (West) and against the judgment and decree dated 17.10.2013 of learned Additional District Judge, Fazilka passed in the appeal filed by Harshmat Rai.

Notice of motion was issued in this case. Mr. Peeush Gagneja, Advocate, learned counsel appeared on behalf of the respondent to contest this regular second appeal.

The brief facts of the case are that Harshmat Rai-plaintiff filed

suit against Satpal for possession by way of specific performance of agreement for sale dated 29.6.2005 relating to land measuring 7 Kanals 14 Marlas. In the suit, a decree for recovery of ₹3 Lacs in the alternative has been claimed. It is the case of the plaintiff that ₹1,50,000/- earnest money was paid. The learned Additional Civil Judge (Senior Division), Jalalabad (West) on the basis of evidence dismissed the suit. The plaintiff filed an appeal aggrieved from the judgment and decree passed by the learned Additional Civil judge (Senior Division), Jalalabad (West), which was accepted and the suit of the plaintiff for specific performance of agreement to sell dated 29.6.2005 was decreed with costs regarding land measuring 7 Kanals 14 Marlas.

During the pendency of this appeal, the parties effected compromise. A written compromise is produced, which is taken on the record. Both the counsel for the appellant as well as the respondent admitted the factum of compromise and requested to decide the appeal as per the compromise.

I have heard learned counsel for the parties and have gone through the record.

As per this compromise, the appellant has already given ₹1,50,000/- in cash to the respondent, which he has taken as earnest money and the respondent has stated in the compromise that he has no concern now with the suit land.

In view of the compromise effected between the parties, the matter has already been settled. The impugned judgment and decree passed

by the learned Additional District Judge, Fazilka, is set aside in view of the compromise as the parties have fully settled their claims against each other.

Therefore, the appeal is disposed of accordingly in view of the compromise.

July 3, 2015.

(Inderjit Singh)
Judge

hsp