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

RSA-3407-2015 (O&M)

Date of decision-18.11.2015

MANMOHAN SINGH AND ANR ...Appellants

VS

GURCHARAN SINGH AND ANR ...Respondents

CORAM:- HON'BLE MR. JUSTICE RAJ MOHAN SINGH

Present: Mr. Deepak Sabherwal, Advocate
 for the appellant.

 Mr. B.S Bedi, Advocate
 for the caveator-respondents.

RAJ MOHAN SINGH, J (Oral)

[1] This is an appeal filed by defendants against concurrent judgment and decrees passed by the Court below in a suit for mandatory injunction and recovery. Suit of the plaintiff for mandatory injunction was decreed directing the defendants to vacate the ground floor of House No.212, Phase-6, Mohali, and to hand over the vacant possession to the plaintiffs and for recovery of damages/ mesne profits at the rate of Rs.10,000/- per month on account of unauthorized use and occupation of the premises by the defendants from the date of filing of the suit till delivery of actual possession of the house in question, along with interest

at the rate of 6 per cent per annum. Defendants remained unsuccessful before Lower Appellate Court. During pendency of this appeal in this Court, at one point of time both the parties were ad idem that they have reached at some sort of understanding and the necessary outlines will be formally drawn by way of compromise. On 16.10.2015, this Court passed the following order:-

“Both the parties are ad idem that they have reached at some sort of understanding. Let formal outline of compromise be placed on record in respect of vacating the premises by 15.12.2015 as well as making payment to the tune of Rs. 3 lacs as full and final amount towards mesne profits.

Adjourned to 29.10.2015.”

[2] Thereafter, on 29.10.2015, appellants came present in the Court along with their counsel and denied the factum of any such move for reconciliation. Accordingly, the case was adjourned for arguments on merits.

[3] Today, after arguing this case for sometime, both the counsels persuaded their parties to arrive at amicable resolution of the dispute. This time they became successful in arriving at amicable settlement by which it is mutually agreed that the appellants shall give vacant possession of the premises in question by 31.12.2015 and the

respondent-decree-holder will not be entitled to any amount of arrears of mesne profits. In a way respondent-decree-holder has waived arrears of mesne profits i.e. amount under the decree of recovery subject to handing over vacant possession of premises in question by 31.12.2015 by the appellants. Terms and conditions of the compromise have been reduced into writing by compromise deed dated 18.11.2015 and both the parties have signed the same in token of confirmation. Copy of original compromise deed is taken on record as Exhibit C-I under signatures of the Bench Secretary.

[4] Besides the aforesaid compromise deed Exhibit C-I appellants have also filed undertaking by joint affidavit to the effect that they have entered into compromise in question and would deliver vacant possession of the ground floor of House No.212, Phase-6, Mohali on or before 31.12.2015. In the event of failure on the part of the appellants to deliver the possession of premises, the respondent shall be at liberty to execute that decree for mandatory injunction for delivery of possession as well as for recovery of mesne profits in its entirety. Appellants shall be held liable for punishment under Contempt of Court Act as well. This undertaking is also taken on record as Exhibit C-II under the signature of the Bench Secretary.

[6] Since both the parties have amicably resolved their differences, therefore, in considered opinion of this Court, the compromise would serve as ever-lasting tool to bring peace and harmony between the parties and the same is in the best interest of the parties to the litigation. This Court is satisfied that the compromise in question is voluntary in nature and is free from any undue influence or duress of any type. Compromise is accepted.

[7] This appeal is ordered to be disposed of in terms of compromise. The compromise be made part of the decree.

[8] The parties are present in person. Their statements are being recorded separately. These statements be also made part of the order.

November 18, 2015

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(RAJ MOHAN SINGH)
JUDGE