

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

**Regular Second Appeal No.920 of 1988 (O&M)
Date of Decision: April 28 , 2016**

Behari Lal

.....APPELLANT

VERSUS

Bawa Parduman Singh and others

.....RESPONDENT(s).

CORAM:- HON'BLE MR. JUSTICE SURINDER GUPTA

Present: Mr. R.K. Chhibbar, Senior Advocate
with Mr. Riya Bansal, Advocate
for the appellant (s).

Mr. Rajbir Singh, Advocate
for respondent No.1.

SURINDER GUPTA, J.

During the course of arguments, the matter has been amicably settled. As per settlement, the plaintiff-appellant has agreed to pay a sum of ₹5,00,000/- to the defendant-trust towards full and final settlement of the outstanding mortgage amount. On payment of the said amount, the suit property shall stand fully redeemed, leaving behind no encumbrances and the plaintiff-appellant would be entitled to deal with it as its absolute owner.

As per order dated 25th August, 1988, the plaintiff-appellant was directed to pay/deposit ₹1,00,000/- in addition to ₹48,000/- already deposited and the respondents were allowed to withdraw this amount. The appeal pertains to the year 1988, as such, learned counsel for the parties are not aware whether the amount of ₹1,48,000/- deposited by appellant has been

withdrawn.

Following terms have been amicably settled by the parties, which shall form part of the decree:-

- (i) that the possession of the property, if not already delivered, shall be delivered to the plaintiff along with factory premises and machines installed therein within six months from today;
- (ii) that the plaintiff-appellant will deposit ₹5,00,000/- in the name of defendant no.1-Trust and this amount shall be payable to the Trust;
- (iii) that the amount of ₹48,000/- already deposited and ₹1,00,000/- if deposited as per order dated 25th August, 1988, but not already withdrawn, shall also be withdrawn by defendant no.1-Trust;
- (iv) that in the event of ₹1,00,000/- found to be not deposited, the plaintiff-appellant will deposit another amount of ₹2,50,000/- in addition to ₹2,50,000/- agreed to be deposited as per term (ii) above;
- (v) that in the event of amount as settled above is not deposited within a period of six months, defendant no.1-Trust will be entitled to recover the same through execution; and
- (vi) that mortgage of suit property for all intents and purposes stood redeemed..

Since the matter has been amicably settled as per the terms mentioned above, which are quite fair and reasonable in the facts and circumstances of this case, the appeal stand disposed off accordingly, leaving the parties to bear their own costs.

**SURINDER GUPTA)
JUDGE**

April 28, 2016.