

**CM No. 9074-C-2016 in/and
RSA No. 4975 of 2010 and other connected cases -1-**

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

**CM No. 9074-C-2016 in/and
RSA No. 4975 of 2010
Date of Decision: 02.08.2016**

United Church of Northern India Trust Association

.....Appellant

Vs.

M/s Pankaj Motors and others

.....Respondents

**2. CM No. 9075-C-2016 in/and
RSA No. 4974 of 2010**

United Church of Northern India Trust Association

.....Appellant

Vs.

M/s Pankaj Motors and others

.....Respondents

**3. CM No. 9076-C-2016 in/and
RSA No. 2506 of 2010**

M/s Pankaj Motors

.....Appellant

vs.

UCNITA and others

.....Respondents

**4. CM No. 9077-C-2016 in/and
RSA No. 2505 of 2010**

M/s Pankaj Motors

.....Appellant

vs.

UCNITA and others

.....Respondents

CORAM: HON'BLE MR. JUSTICE AMOL RATTAN SINGH

Present: Mr. B.R. Mahajan, Senior Advocate, with
Mr. Kanwal Goyal, Advocate,
for the appellants (in RSA No. 2505 and 2506 of 2010) &
for respondent No. 1 (in RSA No. 4974 and 4975 of 2010)

Mr. Yogesh Goel, Advocate,
for respondent No. 1 (in RSA No. 2505 and
2506 of 2010) and
for the appellants in RSA No. 4974 and 4975 of 2010)

AMOL RATTAN SINGH, J. (ORAL)

**CM No. 9074-2016 in/and RSA No. 4975 of 2010 and
CM No. 9075-C-2016 in/and RSA No. 4974 of 2010**

1. By these applications (CM Nos. 9074-C and 9075-C-2016), as already recorded earlier in the order dated 01.08.2016, the applicant-appellant in RSA Nos. 4974 and 4975 of 2010 (respondent No. 1 in RSA No. 2505 and 2506 of 2010), seeks permission to withdraw these appeals, in terms of the compromise stated to have been arrived at between the parties to the *lis*, as per the compromise agreement signed between the parties on 15.07.2016, a copy of which has been annexed with these applications as Annexure A-1. The compromise agreement is seen to be signed by Sh. Prem Masih on behalf of the

**CM No. 9074-C-2016 in/and
RSA No. 4975 of 2010 and other connected cases -3-**

appellant-UCNITA in these appeals (in RSA No. 4974 and 4975 of 2010) for which he is seen to have been authorized by a resolution of the association passed on 02.02.2016. A copy of the said resolution has also been annexed along with the compromise deed. The association, i.e. the United Church of Northern India Trust Association, is stated to be actually a company, duly registered under the Companies Act.

2. Mr. Kanwal Goyal, learned counsel for the appellants in RSA No. 2505 and 2506 of 2010 has handed over in Court today to Mr. Yogesh goel, Advocate, learned counsel for the United Church of Northern India Trust Association, two bank drafts amounting to Rs. 4,45,000/- and 11,70,500/- respectively, photocopies of which have been given to this Court and are taken on record as Marks A & B respectively.

Learned counsel for UCNITA submits that the said total amount of Rs. 16,15,500/- satisfies the conditions of the compromise.

3. Mr. Kanwal Goel, learned counsel for the appellants (in RSA Nos. 2505 and 2506 of 2010 and respondent No. 1 in RSA Nos. 4974 and 4975 of 2010), submits that Sh. Dawarka Nath Bansal, who is a partner in M/s Pankaj Motors, i.e. appellant in RSA No. 2505 and 2506 of 2010), also undertakes to withdraw the criminal complaint registered against Shri Prem Masih and others, as per the terms of the compromise.

4. Accordingly, in view of the statements made, RSA Nos. 4974 and 4975 of 2010 are ordered to be dismissed as

**CM No. 9074-C-2016 in/and
RSA No. 4975 of 2010 and other connected cases -4-**

withdrawn, in terms of the compromise annexed with these applications.

Decree sheets be drawn up accordingly.

The parties to the *lis* shall remain bound to the terms of the compromise.

**CM No. 9076-C-2016 in/and RSA No. 2506 of 2010 and
CM No. 9077-C-2016 in/and RSA No. 2505 of 2010**

5. In terms of the aforesaid compromise, learned counsel for parties are *ad idem* that these two appeals (RSA No. 2505 and 2506 of 2010) are to be allowed.

Consequently, both these appeal are allowed. The judgment and decree of the learned Additional Judge, Moga, dated 08.02.2010, in C.A. No. 45 of 30.05.2007 (out of which RSA No. 2505 of 2010 arises) and the judgment and decree dated 08.02.2010 in C.A. No. 46 of 31.05.2016 (out of which RSA No. 2506 of 2010 arises), also passed by the learned Additional District Judge, Moga, are set aside. The judgment and decree passed by the learned Addl. Civil Judge (Sr. Divn), Moga, dated 02.04.2007, passed in Civil Suit No. 213 dated 11.05.1996/Civil Suit RT no. 442-I dated 05.08.2002, are restored.

7. The suit of the appellant-plaintiff is decreed in terms of the aforesaid judgment of the Civil Judge (Sr. Divn.) Moga, which learned counsel for the respondent-defendants states is what was agreed upon as per clause 2 of the compromise deed annexed herewith.

Decree sheets be drawn up accordingly in these two

appeals.

The parties to the *lis* shall remain bound to the terms of the compromise.

(AMOL RATTAN SINGH)
JUDGE

August 02, 2016
nitin

Whether speaking/reasoned	Yes/No
Whether Reportable	Yes/No.