

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

RSA No.5080 of 2012
Date of decision : 10.03.2016

Subhash Chander Chhabra

...Appellant

Versus

Harmohinder Singh and another

...Respondent

CORAM: HON'BLE MR. JUSTICE AMIT RAWAL.

1. Whether reporters of local newspapers may be allowed to see judgment ?
2. To be referred to reporters or not ?
3. Whether the judgment should be reported in the Digest ?

Present: Mr. Arun Jain, Sr. Advocate with
Mr. Sanjay Verma, Advocate for the appellant.

Mr. Sudershan Goel, Advocate with
Ms. Rupinder Kaur, Advocate for respondent Nos1.

Mr. Tajinderpal Singh, Respondent No.2 in person.

AMIT RAWAL, J. (Oral)

Mr. Arun Jain, learned Senior Counsel assisted by Mr. Sanjay Verma submits that both the parties have compromised and as per the compromise, the judgment and decree rendered by both the Courts below decreeing the suit for specific performance of agreement to sell dated 23.11.1993 is to be set aside. In this regard, he has referred to original written compromise which has been placed on record and marked as Mark-X.

Mr. Sudershan Goel, Advocate has also filed an affidavit of respondent no.1/plaintiff/DH who has also endorsed and acknowledged the execution of the agreement to sell. Same is taken on record.

As per the compromise, sale deed executed in pursuance to the agreement to sell is to be set aside and the respondent-plaintiff shall be entitled to seek refund of the stamp duty.

Keeping in view the facts and circumstances, Regular Second appeal in terms of compromise dated 02.03.2016 is disposed of. Both the parties shall be bound by the compromise.

Judgment and decree of both the Courts below are set aside. Sale deed dated 27.09.2012 executed in favour of the respondent-plaintiff is also set aside. Respondent-plaintiff is entitled to seek refund of the stamp duty in accordance with law.

10.03.2016

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**(AMIT RAWAL)
JUDGE**