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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ RFA 219/2013, CMs No.7185/2013 (for stay), 15100/2013 (for
appointment of LC) & 17643/2016 (u/O XLI R-33 CPC)
PAWAN KUMAR Appellant

Through: Mr. Sanjay Suri & Mr. Rishabh
Relan, Advs.

Versus

RAJ KUMAR ISSAR (NOW
DECEASED) THR LRS Respondent

Through: Mr. Virender Mehta, Adv.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

% **10.05.2016**

1. The appeal impugns the judgment and decree dated 15th January, 2013 of the Court of Additional District Judge (ADJ)-05, Central, Tis Hazari Courts, Delhi of dismissal of Suit No.94/2011 for the relief of specific performance of an Agreement of Sale of immovable property.
2. Notice of the appeal was issued and the appeal admitted for hearing.
3. The parties have now filed CM No.17643/2016 under Order XLI Rule 33 CPC seeking disposal of the appeal in terms of the compromise arrived at between the parties and as recorded in the compromise deed appended to the application.
4. The application is stated to be signed by the appellant and by all the legal heirs of the deceased respondent as well as their counsels and is also accompanied with affidavits of the appellant as well as legal heirs of the respondent.
5. The counsels state that all the parties are also present in person.

6. The legal heirs of the respondent have agreed to suffer a decree for specific performance on the terms contained therein.
7. The counsel for the legal heirs of the respondent states that there are no other heirs of the deceased respondent besides those that are party to the compromise.
8. The compromise is found to be lawful and is allowed.
9. The judgment and decree impugned in this appeal is substituted by the judgment and decree in terms of the compromise application and its annexures and which shall form part of the decree and the appeal is disposed of leaving the parties to bear their own costs.
10. Decree sheet be drawn.
11. The aforesaid will not come in the way of the appropriate stamp duty being payable /recoverable on the decree and / or on the transaction.

RAJIV SAHAI ENDLAW, J

MAY 10, 2016

‘gsr’..