

IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

1. CR No. 1776 of 2015

Sahibjit Singh Sandhu ...Petitioner

Vs.

International Institute of Neuro Sciences &
Oncology Ltd. & others ...Respondents

2. CR No. 2172 of 2015

International Institute of Neuro Sciences &
Oncology Ltd. & another ...Petitioners

Vs.

Sahibjit Singh Sandhu & others ...Respondents

3. CR No. 3957 of 2015

International Institute of Neuro Sciences &
Oncology Ltd. & another ...Petitioners

Vs.

Sahibjit Singh Sandhu & others ...Respondents

Date of Decision:28.07.2017

CORAM:-HON'BLE MR.JUSTICE RAJIV NARAIN RAINA

Present: Mr. Divanshu Jain, Advocate,
for the petitioner(s).
(in CR No. 1776 of 2015) and
for the respondent(s).
in CR No. 2172 of 2015 and in CR No. 3957 of 2015)

Mr. Vikas Bahl, Sr. Advocate,
with Mr. Nitish Garg, Advocate,
for the respondent(s).
(in CR No. 1776 of 2015) and
for the petitioner(s).
(in CR No. 2172 of 2015 and CR No. 3957 of 2015)

RAJIV NARAIN RAINA, J. (Oral)

This order will dispose of CR Nos. 1776, 2172, 3957 of 2015

as common question of law and facts arise in these cases which can be decided by a joint order.

Parties have been in litigation, the landlord claiming eviction of INSCOL Healthcare Pvt. Ltd. from SCO No. 18-19, Sector-34, Chandigarh and have come to terms and settled the disputes between themselves in a compromise between Sahibjit Singh Sandhu- landlord and Mr. Daljit Singh Gujral etc. for INSCOL. A copy of which, running in three pages is scanned below:-

INDIA NON JUDICIAL Chandigarh Administration e-Stamp	
Certificate No.	: IN-CH058042188274800
Certificate Issued Date	: 23-Nov-2015 05:34 PM
Certificate Issued By	: chruclii
Account Reference	: IMPACC (GVV) chimp077 E-SAMPARK SEC-18/ CH-CH
Unique Doc. Reference	: SUBIN-CHCHIMPSP07115353482863010
Purchased by	: GAGANDEEP SINGH
Description of Document	: Article 18 Certificate of Sale
Property Description	: HOUSE NO-2171, SECTOR-35-C, CHANDIGARH.
Consideration Price (Rs.)	: 0 (Zero)
First Party	: INSCOL HOSPITAL
Second Party	: HEALING HOSPITAL AND INST OF PARAMEDICAL SCIENCES
Stamp Duty Paid By	: HEALING HOSPITAL AND INST OF PARAMEDICAL SCIENCES
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)

Please write or type below this line.....

SALE AGREEMENT

INSCOL Healthcare Pvt Ltd. (formerly International Institute of Neuro sciences and Oncology Ltd.) situated in SCO-18, 19 Sector- 34, Chandigarh through its Director Daljit Singh Gujral.

Vendor/ Party No. 1

VO 0005505961

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at: www.stamptesting.com. Any discrepancy in the details on this Certificate and its validation on the website renders it invalid.

2. The effect of checking this Stamp Certificate on the users of the certificate.

3. In case of any discrepancy, please report to the Competent Authority.

Sahibjit Singh

Sahibjit Singh Sandhu R/o 2171, Sector-35 C, Chandigarh & other co-owners of SCD 18-19, Sector-34, Chandigarh through Sahibjit Singh Sandhu is for self and on behalf of other partners being authorised representative of all the partners and their LR's by virtue of GPAs and another documents.

Party No. 2

Both the parties have mutually agreed to a full & final settlement towards all dues & claims against each other and have agreed to withdraw all litigations & disputes against each other at various Courts, with no cost to each other.

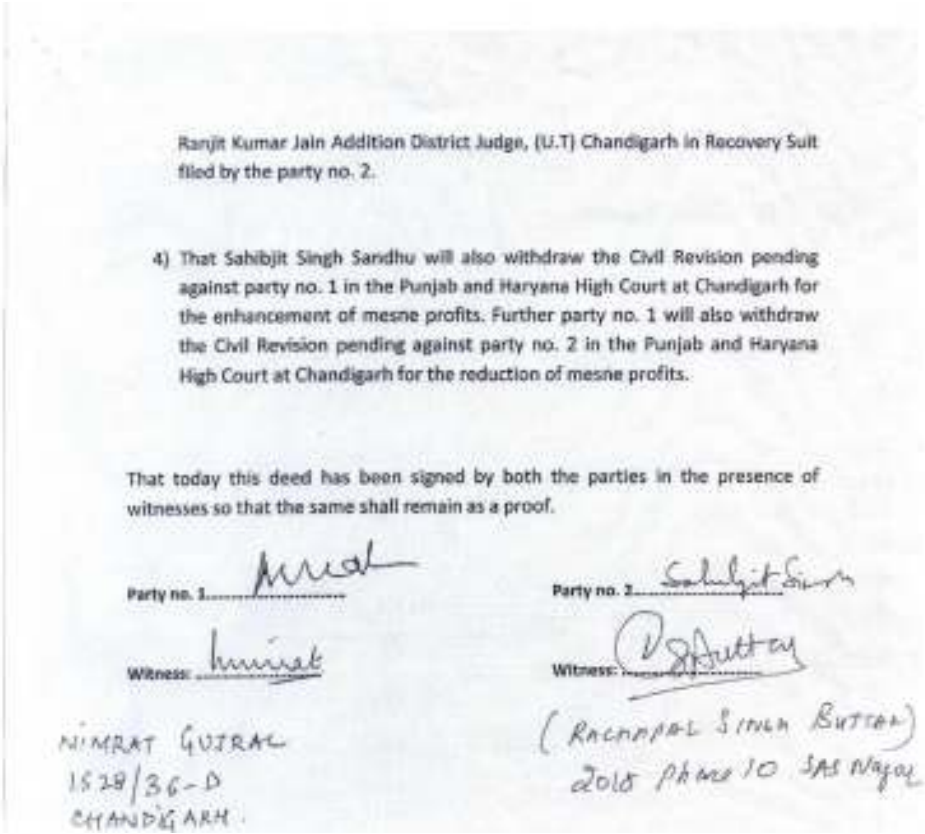
Now this deed is hereby reduced into writing on this 23rd day of November 2016 and the same witnesses as under:-

1. INSCOL has surrendered his rights to appeal in Supreme Court of India and has decided to hand over the possession to building owners.
2. That as per settlement, Party No.1 will record statement in the decree execution listed for 25/11/2016 in the Court of Shri Baljnder Singh at Chandigarh that possession of the building has been handed over to Party No.2. Similarly Sahibjit Singh Sandhu will also record the statement in the same court that they have taken over the possession of the building. No further action is required by the Court and by any of the party No. 1 & 2 regarding possession. That before 24/11/2016 Party No.2 has received the payment of rent as decided by Additional Session Judge Shri Ranjit Kumar Jain vide order dated 28/1/2014. All settlements has been finalized and received, no claim will be made in future regarding mesne rent by either of the party.

- 3) That as per settlement among party No.1 & 2, Sahibjit Singh Sandhu shall withdraw the Regular Second Appeal filed by him in Punjab and Haryana High Court Chandigarh against the Judgement and the decree passed by Sh.

Murat

Sahibjit Singh



Mr. Vikas Bahl, learned Senior Counsel appearing for INSCOL while Mr. Divanshu Jain for landlords-Sahibjit Singh Sandhu and others agree that with this compromise the disputes between the parties have come to an end and no one shall have claim on either side including for mesne profits. The litigation shall be withdrawn, if pending, in any Court between the parties. In view of the above, the three revision petitions stand subsumed under the compromise.

Disposed of accordingly.

A copy of the compromise is retrained on record as Mark 'A'.

(RAJIV NARAIN RAINA)
JUDGE

28.07.2017
neeraj

Whether speaking/reasoned	Yes/No
Whether reportable	Yes/No