

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

C.R No. 2441 of 2017 (O&M)

Date of decision:22.11.2018

Amardeep Singh Sandhu

..... Petitioner

Versus

Lt. Col. Sampuran Singh Dhillon

..... Respondent

AND

C.R No.2883 of 2017 (O&M)

Date of decision:22.11.2018

Amardeep Singh Sandhu

..... Petitioner

Versus

Lt. Col. Sampuran Singh Dhillon

..... Respondent

AND

R.S.A No. 5539 of 2014 (O&M)

Date of decision:22.11.2018

Amardeep Singh Sandhu

..... Appellant

Versus

Lt. Col. Sampuran Singh Dhillon and others

..... Respondents

CORAM : HON'BLE MRS. JUSTICE LISA GILL

**Present: Mr.Vikas Bahl, Sr. Advocate
with Mr. Nitish Garg, Advocate
for the petitioner-appellant.**

Mr. P.S.Bajwa, Advocate

and Ms. G.K.Mann, Advocate
for the respondent in CR No. 2441 and 2883 of 2017.

Mr. Gaurav Chopra, Advocate
for respondents no.1 and 2 in RSA no. 5539 of 2014.

LISA GILL,J.

This order shall dispose of C.R No. 2441 of 2017, CR No. 2883 of 2017 and R.S.A No. 5539 of 2014.

Appellant (in R.S.A No. 5539 of 2014), is aggrieved of judgement and decree dated 23.04.2014 passed by the learned District Judge, SAS Nagar, Mohali, reversing judgment and decree dated 01.05.2012, passed by the learned Civil Judge (Sr. Division), SAS Nagar, Mohali. Suit filed by the plaintiff-appellant had been decreed by the learned trial Court but the learned District Judge, SAS Nagar, Mohali had reversed the said decision dated 01.05.2012, thus dismissing the suit filed by the appellant.

C.R No. 2441 of 2017 has been filed challenging order dated 28.05.2014, passed by the learned Rent Controller, SAS Nagar, Mohali and order dated 17.01.2017 passed by the learned Appellate Authority, vide which petition under Section 13-B of the East Punjab Urban Rent Restriction Act, 1949 (for short 'Act'), filed by the respondent has been allowed and the petitioner was directed to handover vacant possession of the premises in question.

C.R No.2883 of 2017 has been filed challenging order dated 20.01.2014, passed by the learned Rent Controller, SAS Nagar, Mohali and order dated 17.01.2017 passed by the learned Appellate Authority,

vide which petition under Section 13-B of the Act, has been allowed and the petitioner was directed to handover the vacant possession of the premises in question.

Admittedly, parties are closely related to each other. During the pendency of the appeal/petitions, the matter has been amicably resolved between the parties. Terms and conditions of the settlement have been reduced into writing on 21.11.2018. The said compromise dated 21.11.2018 accompanied by the affidavits dated 21.11.2018 of Amardeep Singh Sandhu and Navdeep Singh Dhillon, (respondent no.2 in RSA No. 5539 of 2014 as well as the general power of attorney holder of Lt. Col. Sampuran Singh Dhillon) were taken on record subject to just exceptions on 21.11.2018. Relevant terms and conditions of the settlement read as under:-

- “1. That Amardeep Singh Sandhu son of late Sh. Gurdial Singh Sandhu is presently residing in H. No. 763, Ground Floor, AWHO, Phase-2, Sector-54, Mohali, which is in the ownership of Lt. Col. Sampuran Singh Dhillon.
2. That parties have been litigating for some time and the above mentioned civil revisions and regular second appeal are pending in the High Court of Punjab and Haryana, at Chandigarh.
3. That with the intervention of the friends and well-wishers, the parties have arrived at an amicable settlement as under:-
 - i) That Amardeep Singh Sandhu son of late Sh. Gurdial Singh Sandhu has agreed to purchase the property in question i.e. H.No.763, Ground Floor, AWHO, Phase-

- 2, Sector-54-Mohali, for a sale consideration of Rupees One Crore from Lt. Col. Sampuran Singh Dhillon.
- ii) That Amardeep Singh Sandhu agrees to pay full and final sale consideration in respect of the above property on or before 31st August, 2019.
 - iii) That in case Amardeep Singh Sandhu is not able to pay the entire sale consideration till 31st August, 2019, he will vacate the above premises i.e., H.No.763, Ground Floor, AWHO, Phase-2, Sector-54-Mohali on 31st August, 2019, and Amardeep Singh Sandhu will have no claim against the property.
 - iv) That on the receipt of the entire sale consideration Lt. Col. Sampuran Singh Dhillon either himself, or through his power of attorney holder Navdeep Singh Dhillon, shall execute the sale deed in favour of Amardeep Singh Sandhu or his nominees or assigns.
 - v) That Amardeep Singh Sandhu undertakes to remove the violations, if any, in the above premises to facilitate Lt. Col. Sampuran Singh Dhillon in the process of transfer of the properties in his name and to obtain NOC etc. from the AWHO Authorities.
 - vi) That Amardeep Singh Sandhu will bear the expenses of the sale deed including payment of stamp duty charges and registration charges.
 - vii) That Sh. Amardeep Singh Sandhu undertakes to remove all violations, if any, in the premises in question on or before 31.01.2019.
 - viii) That if there is any delay in getting the Conveyance/Sale deed registered in the name of Lt. Col. Sampuran Singh Dhillon from AWHO, beyond 31.08.2019, Sh. Amardeep Singh Sandhu will pay 10% (Rs. Ten Lakhs) of the total sale consideration to

Lt. Col. Sampuran Singh Dhillon, forthwith.

- ix) That if for the next three months after 31.08.2019, the sale deed in favour of Amardeep Singh Sandhu is not executed for the reason mentioned in Clause viii, then Amardeep Singh Sandhu will vacate the premises on or before 31.11.2019 and Lt. Col. Sampuran Singh Dhillon will return the sum of Rs.Ten Lakhs back to Amardeep Singh Sandhu without any interest.
4. That Amardeep Singh will continue to pay the rent to Lt. Col. Sampuran Singh Dhillon in respect of the premises @ Rs.1500/- per month (which is already paid till February, 2019) till the next date of payment of the sale consideration or till the execution of the sale deed, whichever is earlier.
5. That a copy of General Power of Attorney executed by Lt. Col. Sampuran Singh Dhillon in favour of his son Navdeep Singh Dhillon is annexed with this compromise deed.
6. That the above cases be disposed off in terms of the above compromise.”

Amardeep Singh Sandhu and Navdeep Singh Dhillon, respondent no.2 in R.S.A No. 5539 of 2014, son and power of attorney holder of Lt. Col. Sampuran Singh Dhillon, duly identified by their counsel are present in Court today. Both reaffirm and verify the factum of settlement between the parties. They submit that the present appeal and both the revision petitions be decided in terms of the settlement arrived at between the parties. Navdeep Singh Dhillon reiterates that he is the authorised power of attorney holder of his father Lt. Col. Sampuran Singh Dhillon, thus fully competent to settle the matter on his behalf. Moreover,

his father, it is stated verifies and endorses the settlement in question.

Keeping in view the settlement which has been arrived at between the parties, both the abovesaid revision petitions and regular second appeal, are disposed of in terms thereof.

Needless to say, compromise deed dated 21.11.2018, shall form part of the decree.

22.11.2018

s.khan

(LISA GILL)
JUDGE

Whether speaking/reasoned : Yes/No
Whether Reportable : Yes/No