

IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

Sr. No. 211

RSA-4986-2012 (O&M)

Date of decision : 25.10.2018

Baljinder Singh and another

..... Appellants

VERSUS

Surinder Kumar and another

..... Respondents

CORAM: HON'BLE MR. JUSTICE DEEPAK SIBAL

Present: Appellants in person with Mr. Binderjit Singh, Advocate.

Respondents in person with Mr. M. S. Yadav, Advocate, for
Mr. Sherry K. Singla, Advocate.

DEEPAK SIBAL, J. (ORAL)

The respondents filed a suit seeking therein specific performance of agreement to sell dated 10.08.2006. In the alternative, recovery of ₹28 lakhs was sought. Through judgment and decree dated 26.04.2010 the Trial Court held the respondents entitled to recover ₹14 lakhs from the appellants. Interest @ 12% per annum from the date of the execution of the aforesaid agreement to sell dated 10.08.2006 till the filing of the suit and further 12% per annum from the date of filing of the suit till the date of decree on the principal amount was also granted. Further, future interest @ 6% per annum was also awarded.

Both parties were aggrieved by the aforesaid judgment and decree dated 26.04.2010 of the Trial Court and therefore challenged the same by way of separate appeals. Through judgment and decree dated 30.05.2012 the Appellate Court allowed the respondents' appeal and resultantly, directed the appellants to execute and register the sale deed in favour of the respondents in terms of the aforesaid agreement to sell dated

10.08.2006 within two months from the date of the judgment and decree, failing which the respondents were held entitled to get the sale deed registered through Court. The appellants' appeal was dismissed.

The appellants then knocked the doors of this Court through the present second appeal during the pendency whereof the matter was referred to the Mediation & Conciliation Centre of this Court where the parties have amicably resolved their dispute. The terms of the settlement, as forwarded to this Court by the Mediator, read as under: -

- “a) The second party-respondent has settled the disputes with petitioner i.e. first party with regard to the property which was pending from many years.
- b) That the second party will receive a sum of Rs.4,00,000/- (Rs. Four Lakhs Only) from the first party on 25.10.2018 as full and final satisfied amount.
- c) That two demand drafts of Rs.2,00,000/- each will be made in the favour of Surinder Kumar and Keemat Rai respectively.
- d) That the second party will have no objection if judgment and decrees dated 26.4.2016 passed by the court of Civil Judge, Jr. Division, Talwandi Sabo is set aside and the suit filed by the first party is dismissed and withdrawn.
- e) That the second party will have no objection if judgment and decrees dated 30.5.2012 passed by the court of Additional District Judge, Fast Track Court, Bhatinda, is set aside and the suit filed by the first party is dismissed and withdrawn.
- f) The second party will not claim in future on the basis of agreement dated 10.8.2006.
- g) The second party will not claim any right or interest in the land in dispute on the basis of Sale Deed No.238 dated 30.5.2013 which has been got executed in favour of first party through the process of Court in pursuance of impugned judgments and decrees referred above and this sale deed will not be binding upon the rights of the first party.”

In terms of the above settlement, Mr. Binderjit Singh, Advocate, who appears on behalf of the appellants, has handed over two demand drafts for ₹2 lakhs each to M. S. Yadav, Advocate. Such demand drafts have been drawn in favour of respondents-Keemat Rai and Surinder Kumar, who are present in Court and have accepted the aforesaid drafts from their counsel.

Copies of the afore-referred demand drafts are ordered to be placed on the record as Mark-'A'.

Learned counsel for the respondents submits that they have no further claim qua the appellants with regard to the present litigation and that in view of the afore quoted terms of settlement as also the payment made today, he be permitted to withdraw the main suit.

In view of the above, the main suit being CS No. 171 of 17.07.2007 “*Surinder Kumar and another vs. Baljinder Singh and another*” is permitted to be withdrawn.

The parties shall remain bound by the terms of the afore quoted terms of the settlement.

Since the present settlement has been arrived at between the parties with the intervention of the Court, the Court fee paid by the parties before the Trial Court, the Appellate Court as also this Court is directed to be refunded to them.

25.10.2018
shamsher

[DEEPAK SIBAL]
JUDGE

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