

102+265

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

RSA No. 1499 of 2019 (O&M)
Date of Decision: 22.11.2019

HDFC Bank Limited

-Appellant

Vs

Satwant Kaur and others

-Respondents

CORAM: HON'BLE MR. JUSTICE RAJ MOHAN SINGH

Present: Mr. R.S. Randhawa, Advocate, and
Mr. G.S. Sidhu, Advocate,
for the appellant.

Mr. C.S. Jattana, Advocate,
for respondent No.1.

RAJ MOHAN SINGH, J. (ORAL)

CM-15198-C-2019

For the reasons mentioned in the application, the same is allowed and accompanying document is taken on record, subject to just exception.

CM-15203-C-2019

This is an application under Order 23 Rule 1 read with Section 151 CPC for disposal of the present appeal on the basis of compromise dated 17.10.2019 (Annexure A2).

Notice of this application.

Mr. C.S. Jattana, Advocate accepts notice on behalf of contesting respondent No.1.

Both the parties are *ad idem* that they have resolved their controversy by way of amicable settlement dated 17.10.2019.

Terms and conditions of the compromise are reproduced here as under:-

“1. That the Second Party filed a suit for recovery of arrears of rent of Rs.6,86,334/- in total @ Rs.15,514/- per month amounting to Rs.4,96,448/- towards principle amount and remaining towards the interest @ 18% per annum on account of letting out a shop bearing no.1-C, Phase-I, Urban Estate, Dugri, Ludhiana measuring (13'x7') to the First Party.

2. That the present regular second appeal (RSA 1499 of 2019) was filed by the first party i.e. HDFC Bank against the second party being aggrieved against the Judgment and decree dated 11.09.2017 passed by Ld. Civil Judge (Junior Division) and also against the Judgment and Decree dated 07.02.2019 passed by the Ld. Additional District Judge, Ludhiana, whereby the appeal no.109 dated 25.10.2017 filed by the first party was also dismissed.

3. That during the pendency of the above said Regular Second Appeal both the parties have voluntarily arrived at an amicable settlement/compromise dated 17.10.2019 resolving their dispute.

4. That as per the

settlement/compromise dated 17.10.2019 a lump sum amount of Rs.4,50,000/- (Rupees Four Lacs Fifty Thousand only) has been paid by the first party vide Draft No.938304 dated 17.10.2019 drawn in favor of Satwant Kaur (Second Party) in lieu of the total pending arrears/rent including the Principal Amount, Interest and Future Interest of the premises in question.

5. That both the parties shall remain bound to make statements before the Hon'ble Court with regard to the settlement arrived between them.

6. That the second party would also withdraw the execution petition pending before the Ld. Civil Judge, Junior Division, Ludhiana filed against the first party (Exe/808/2017).

7. That the second party would also suffer a statement before the Ld. Civil Judge, Junior Division, Ludhiana in getting the amount of Rs.5,00,000/- (Rupees Five Lacs only) and amount of Rs.30000/- (Rupees Thirty Thousand only) released which was submitted by way of two FDR's before the Hon'ble Court at Ludhiana in view of the order dated 08.05.2019 passed by the Hon'ble High Court in CM-6402-C-2019 in the above said RSA.

8. The settlement/compromise has been affected between the parties with the consent of both the parties and without any pressure to maintain peace and both the parties would be

bound by the compromise. Further none of parties or its officers, agents, employees, heirs, successors would initiate any legal proceedings, civil or criminal or of any other kind with regard to the demised premises in future or claim any amount with regard to the rent/arrears or interest from each other with regard to the demised premises or claim any amount from each other.”

In support of the compromise, both the parties have tendered their affidavits, endorsing the factum of compromise. Affidavits and compromise are taken on record as Ex.C1 to C3. The aforesaid affidavits are in the context of making statements before this Court as agreed in condition No.5 of the compromise.

The first party has paid a sum of Rs.4,50,000/- vide draft No.938304 dated 17.10.2019 to respondent No.1 in lieu of total claim towards arrears, principal amount, interest and future interest in respect of demised premises.

Both the parties have accepted the aforesaid payment paid and received in token of confirmation.

As per condition No.6 of the compromise, this appeal has to be decided in terms of compromise and as a consequence of that, respondent No.1 would withdraw the pending execution before the Executing Court.

Both the parties undertake that they would abide by condition No.7 of the compromise meticulously.

In view of above, the application is allowed and the appeal is ordered to be disposed of.

Main case

Disposed off, in terms of compromise.

Compromise and affidavits shall form part of decree.

22.11.2019
Jyoti Yadav

(RAJ MOHAN SINGH)
JUDGE

1. Whether speaking/reasoned : Yes/No
2. Whether reportable : Yes/No