

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

**C.M. No. 8490-C of 2019 and
RSA No. 3858 of 2009 (O&M)**

Date of decision : July 30, 2019

Vidya DeviAppellant

Versus

Amar ChandRespondent

CORAM:- HON'BLE MRS. JUSTICE LISA GILL

Present: Smt. Vidya Devi, appellant in person.

Sh. Amar Chand, respondent in person.

LISA GILL, J.

Application, C.M. No. 8490-C of 2019, has been filed for deciding this appeal in terms of compromise dated 29.03.2019 entered into between the parties. Compromise/agreement deed dated 29.03.2019 is attached with this application as Annexure A1. The appellant, Vidya Devi, accompanied by her son namely Mohinder Singh as well as respondent – Amar Chand are present in Court. They have furnished their Aadhar cards as proof of their identity. Photocopies thereof are taken on record subject to just exceptions.

The parties submitted that lawyers have suspended work but as they have settled their dispute amicably, this appeal be decided in terms thereof.

This appeal has been filed challenging judgment and decree 16.04.2008 passed by the learned Civil Judge (Jr. Division), Faridabad as well as judgment and decree dated 27.03.2009 passed by the learned Additional District Judge, Faridabad.

Learned trial Court had granted alternate relief of recovery of earnest money in favour of the respondent – plaintiff. Appeals were preferred by both the parties. Learned First Appellate Court, however, afforded relief of specific performance of the agreement to sell in favour of the plaintiff – respondent. Aggrieved therefrom, the appellant – defendant has filed this appeal.

It is stated that the matter has been amicably resolved with the intervention of family members and friends. The relevant terms and conditions of the settlement as delineated in the compromise dated 29.03.2019 read as under:-

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5. That in pursuance to the order passed by the Hon'ble High Court in RSA No. 3858 of 2009, Smt. Vidya Devi, the First Party deposited the amount of Rs. 3,00,000/- in favour of the Registrar High Court of Punjab and Haryana at Chandigarh with Bank of India, Branch Tigaon, Faridabad, vide A/c No. 673145110001175.
6. That now with the intervention of friends and relatives, the matter has been compromised between the parties. In terms of compromise it is agreed dated Smt. Vidya Devi, First Party shall pay amount of Rs. 6,00,000/- in total to Sh. Amar Chand, Second Party.
7. That as per the settlement RSA No. 3858 of 2009 will be allowed on the basis of compromise and suit filed by the Second Party before the Ld. Trial Court and the cross appeal filed by the Second Party before the Ld. Lower Appellate Court will be dismissed. The Second Party Sh. Amar Chand will have no claim in the suit property. Smt. Vidya Devi, the First party will be the absolute owner of the suit property i.e. Plot/House measuring 2 Marla i.e. 64 Sq. yards, admeasuring 16 Feet X 31 Feet, forming part of Khasra No.

51/16/2, situated at village Ballabgarh, Tehsil Ballabgarh, Distt. Faridabad, fully detailed in para No. 1 of the plaint.

8. That it has been agreed upon between both the parties that Sh. Amar Chand the Second Party, his nominees and Legal Representatives shall not raise any claim in future against Smt. Vidya Devi regarding the suit property.
9. That it has also been agreed upon between the parties that the amount of Rs.6,00,000/- shall be derived from the fix deposit which is lying with the Registrar of the Hon'ble High Court. If amount is below Rs.6 Lacs after full and final settlement of the FD, then the remaining amount shall be paid by Smt. Vidya Devi the First Party to Sh. Amar Chand the Second Party. If amount exceeds Rs.6 Lacs then the excessive amount will be returned by Amar Chand to Smt. Vidya Devi. However, it is crystal clear that Sh. Amar Chand is entitled to receive only Rs.6 Lacs in all from Smt. Vidya Devi.
10. That in view of the settlement, the RSA No. 3858 of 2009 titled Smt. Vidya Devi Vs. Sh. Amar Chand will be allowed being compromised.

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The appellant as well as the respondent submit that they shall remain bound by the terms and conditions of the settlement and the appeal be disposed of in terms of settlement dated 29.03.2019.

At request of the parties, the appeal, which is listed at serial No. 579 on the regular Board of this Court, is taken up for hearing today itself.

Keeping in view the facts and circumstances of the case, application is allowed and this appeal is disposed of in terms of compromise dated 29.03.2019, which needless to say, shall form a part of the decree.

The amount deposited in terms of order dated 19.11.2009, shall

be released to the respondent on adequate proof of identity. In case, there is any amount in excess of ₹6 lakh, the same shall be released to the appellant.

July 30, 2019

Whether speaking/reasoned :
Whether reportable

(Lisa Gill)
Judge

Yes/No
Yes/No