

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

**CR-4710-2019 (O&M)**

Date of decision: 05.08.2021

Mohinder Singh and another

....Petitioners

Versus

Nachhatar Singh and others

..Respondents

**CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL**

Present: Dr. Anmol Rattan Sidhu, Senior Advocate with  
Mr. Raghav Gulati, Advocate for the petitioners

Mr. Nitin Jain, Advocate for respondent no. 1 and 2

**ANIL KSHETARPAL, J (Oral)**

The hearing of the case was held through video conferencing on account of restricted functioning of the Courts.

On 30.07.2021, the following order was passed by this

Court:-

The hearing of the case was held through video conferencing on account of restricted functioning of the Courts.

On 13.03.2020, with the sincere efforts of the Mediator, the parties had agreed to settle their dispute. As per the settlement, the first party and second party to the agreement had agreed to pay a total sum of Rs.47,50,000/-. Out of the said amount, Rs.2,00,000/- was paid in cash.

As per the settlement, the amount was to be paid on or before 25.06.2020 on which Nachhatar Singh was to execute the registered sale deed in favour of the first party i.e. Mohinder Singh and Smt Meena Kumari with respect to the land measuring 2.5 marlas and the second sale deed in favour of the second party i.e. Jarnail Singh for the land measuring 3.5 marlas.

On account of increase in number of Covid-19 cases, the parties could not pay the amount within the prescribed period.

On 26.07.2021, the learned counsel representing the parties prayed for a short

adjournment to explore the possibility of arriving at a compromise. With the sincere efforts of the learned counsel for the parties, the parties have agreed to resolve their dispute. Dr. Amol Rattan S. Sidhu, Senior Advocate, appearing for the petitioners, on instructions from the petitioners, has undertaken to hand-over four demand drafts drawn in favour of Nachhatar Singh (third party) for an amount of Rs.45,50,000/- today itself to Sh. Nitin Jain, Advocate.

It is further agreed that before the next date of hearing, the first and second party shall also pay interest @ 9% per annum on the defaulted amount from 25.06.2020 (the date on which the default was committed) till the date of hearing.

Adjourned to 05.08.2021, enabling the first and second party to bring the demand draft of remaining amount.”

Dr. Sidhu, learned senior counsel representing the petitioners submits that a demand draft representing the amount of interest at the rate of 9%, as ordered on 30.07.2021, has been prepared and the same shall be handed over to the learned counsel representing respondent no. 1 and 2 during the course of the day.

Learned counsel representing respondent no.1 and 2 submits that respondent no.1 and 2 shall comply with the terms of the settlement dated 13.03.2020 on receipt of the amount.

Dr. Sidhu submits that their party will purchase the required stamp papers for execution of the sale deed and intimate Sh. Nitin Jain, Advocate, about the date of execution and registration of the sale deed in terms of the settlement dated 13.03.2020.

It is made clear that respondent no. 1 and 2 shall remain bound to comply with the terms of the settlement dated 13.03.2020.

With these observations, the revision petition is rendered

infructuous and the same is disposed of as such.

All the pending miscellaneous applications, if any, are also disposed of.

05.08.2021

rekha

Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No

**(ANIL KSHETARPAL)**  
**JUDGE**