

IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

RSA-2733-2019 (O&M)

DATE OF DECISION: AUGUST 5, 2022

BHAJAN SINGH & ANOTHER

...APPELLANTS

VERSUS

GAJJAN SINGH (SINCE DECEASED)
THROUGH HIS L.R.s & ORS.

...RESPONDENT

CORAM: HON'BLE MR. JUSTICE MANOJ BAJAJ.

PRESENT: MR. NAGAR SINGH, ADVOCATE FOR THE APPELLANTS.
MR. ASHOK SINGLA, ADVOCATE FOR THE RESPONDENTS.

MANOJ BAJAJ, J.(ORAL)

CM-5180-C-2022

Learned counsel for the appellants-plaintiffs states that the application has been filed under Order 23 Rule 3 CPC for withdrawal of the main appeal as the parties have compromised the dispute. In support of his prayer, he has produced a copy of the compromise arrived at between the parties. Learned counsel prays for disposal of the main appeal on the basis of compromise.

Notice of the application.

At this stage, Mr. Ashok Singla, accepts notice on behalf of the respondents and states that indeed the settlement between the parties is arrived at, and does not oppose the prayer.

CM is allowed. The compromise is taken on record. Further, on the oral request of learned counsel for the parties, the main appeal is taken on board for hearing.

Main Case

The appellants-plaintiffs have challenged the judgement and decree dated 26.10.2018, passed by the first appellate Court in Civil Appeal No.593/2013, whereby the judgement and decree dated 13.2.2013, passed by the Civil Judge (Sr.Divn.), Baranla in Civil Suit No.75 of 23.3.2005 dismissing their suit was affirmed.

Learned counsel for the appellants submits that the plaintiffs (appellants) had filed a suit for specific performance of agreement/sale deed dated 22.11.2004, which was executed by defendant No.1 in their favour relating to the land measuring 9 kanals 16 marlas out of total land measuring 12 kanals 6 marlas (196/246th share) mentioned in the head note of the plaint, as defendant after receiving the complete sale consideration did not appear before the Sub Registrar for registration of the sale deed. Further prayer was made to declare the Transfer Deed No.8153 dated 10.3.2005, executed by defendant No.1 in favour of defendants No.2 and 3 as illegal, null and void. The claim of the plaintiffs was dismissed by both the Courts.

Learned counsel for the appellants further submits that defendant No.1 had also filed a complaint case and the same was decided against the plaintiffs holding them guilty for the alleged offence of cheating punishable under Section 420 IPC. Aggrieved against the same, the plaintiffs-accused had preferred Crl.A. No.40 of 18.9.2015, wherein they have arrived at a settlement and the alleged offence was compounded vide decision dated 5.9.2019. He has produced the copy of the said decision, to state that as per the compromise, an undertaking was given by the plaintiffs that they shall withdraw their RSA No.2733-2019, therefore, in view of the

compromise, he does not press this appeal. He further prays that the Court Fees affixed be ordered to be returned.

Learned counsel for the respondents does not dispute this fact and states that he has no objection, if the appeal is allowed to be withdrawn.

In view of the above, the appeal is dismissed as withdrawn.

The Court Fee affixed in this Regular Second Appeal is ordered to be refunded to the appellants.

August 5, 2022
Gulati

(MANOJ BAJAJ)
JUDGE

Whether Reportable : Yes/No

Whether Speaking/Reasoned : Yes/No