

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

**RSA-1498-2019 (O&M)  
Decided on:-24.08.2022**

Raj Kumar Aneja and another

....Appellants.

vs.

Kashmiri Lal Goyal and others

....Respondents.

**CORAM:HON'BLE MR. JUSTICE HARKESH MANUJA**

Present: Mr. Rahul Sharma, Advocate,  
for the petitioners.

Mr. Rajinder Goyal, Advocate,  
for the caveator-respondent No.1.

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**HARKESH MANUJA J. (Oral)**

Respondent No.1-plaintiff filed a suit for recovery of damages against the appellants-defendants and few others. The Civil Judge (Junior Division), Chandigarh, decreed the suit to the extent of Rs.24,12,100/- along with pendente lite and future interest @ 6% per annum vide judgment and decree dated 19.03.2014. Aggrieved of the same, the appellants herein filed an appeal, which was partly allowed, granting decree for a sum of Rs.14,90,000/- along with pendente lite and future interest @ 6% per annum in favour of the respondents vide judgment and decree dated 04.04.2018. It is pertinent to mention here that respondent No.1 also filed his cross-objections against the judgment and decree dated 19.03.2014, however, the same were dismissed by the first Appellate Court.

Dissatisfied with the judgments and decrees passed by both the

courts below, appellants-defendant No.1 and 3 preferred the present second appeal. The matter was taken up on 26.03.2019 and this Court was pleased to pass the following order:-

*“Ld. Counsel for both sides are ad idem that assuming the Suit is determined as being not barred by limitation, even then by the own contention of the applicants/appellants, they would be obligated to pay an amount of Rs.11,44,000/-, which is inclusive of the statutory interest for 20 years, since the year 1999, from which an amount of Rs.3,42,756/- (including interest made thus far) is liable to be adjusted towards the payments already made.*

*In the circumstances, the applicants/appellants are directed to deposit the balance amount of Rs.8,01,244/- with the Ld. Executing Court in the form of a Fixed Deposit in any Nationalized Bank on or before the next date, already fixed there, in which event, proceedings in execution shall remain stayed.*

*List the main appeal for preliminary hearing/arguments for 03.05.2019.”*

In pursuance to the aforesaid order, the appellants herein deposited the requisite amount in the shape of two FDRs bearing No.008700PU00109927 with Punjab National Bank, Sector 17, Chandigarh and FDR No.50300508251122 with HDFC Bank, Manimajra, both dated 20.08.2022. Photocopies of the same are taken on record.

During the pendency of present appeal, the parties have now settled their dispute and through their counsels have presented a compromise dated 22.08.2022 signed by them today in Court, which is taken on record as Mark 'X'.

As per the compromise dated 22.08.2022, the appellants have no objection, in case, the amount so deposited through above mentioned two

FDRs along with interest accrued thereon shall be released in favour of respondent No.1-plaintiff as full and final settlement. Further, the appellants do not press the present appeal on merits, as such, the same is disposed of in terms of the compromise dated 22.08.2022.

There is no order as to costs.

24.08.2022  
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**(HARKESH MANUJA)**  
**JUDGE**

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