2024:PHHC:071155

IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

141 **RSA-1599-1993 (O&M)**
Date of Decision : 20.05.2024

RAM DHAN (DECEASED) THR LRS AND ANR. .... Appellants

VERSUS

NEW BANK OF INDIA AND ORS .... Respondents

CORAM : HON'BLE MRS. JUSTICE ALKA SARIN

Present : Mr. Anil Rathee, Advocate for the appellants.

Mr. D.S. Bainola, Advocate for respondent No.1

Mr. Deepak Suri, Advocate for respondent No.2.

Respondents No.3 and 4 proceeded against *ex parte* vide order dated 06.09.1993.

ALKA SARIN, J. (ORAL)

1. The present appeal has been preferred by defendants No.1 and 2 aggrieved against the judgment and decree dated 27.08.1990 passed by the Trial Court and the judgment and decree dated 15.06.1993 passed by the First Appellant Court.

2. The brief facts relevant to the present *lis* are that the plaintiff-respondent No.1/Bank filed a suit for recovery of Rs.1,39,146/- against the defendants. The said suit was contested by the defendants. The same was decreed by the Trial Court vide judgment and decree dated 27.08.1990. Aggrieved by the same an appeal was preferred by the defendants No.1 and 2 which appeal was dismissed by the First Appellate Court vide judgment and decree dated 15.06.1993. Hence, the present regular second appeal.

3. Learned counsel for the plaintiff-respondent No.1/Bank, at the outset, has pointed out that the parties have since entered into a compromise in the year 2001 and as per the compromise, a No Dues Certificate (NDC) was also issued to the appellants herein and hence the present appeal itself has been rendered infructuous.

4. Learned counsel for the appellants states that the suit was filed by the plaintiff-respondent No.1/Bank and that in the last line of the compromise it has been stated that the party shall have to take the name of the Bank back in the case being RSA-1599-1993 and since the suit was filed by the Bank the same cannot be complied with.

5. Heard.

6. In the present case the parties have already entered into a compromise and a No Dues Certificate (NDC) also stands issued on 03.05.2001. The apprehension expressed by the learned counsel for the appellants qua the last line of the compromise is totally ill-founded. Once the matter stands compromised and a No Dues Certificate (NDC) has been issued and the Bank is satisfied, nothing survives.

7. In view of the above, the present appeal is dismissed as having been rendered infructuous in view of the compromise. Pending applications, if any, also stand disposed off.

20.05.2024 **(ALKA SARIN)**
Aman Jain **JUDGE**

NOTE: *Whether speaking/non-speaking: Speaking*
Whether reportable: Yes/No