

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

RSA-715-1994 (O&M)
Reserved on: 16.04.2024
Date of decision: 29.04.2024

RAM MURTI (DECEASED) THROUGH LRS & ORS.
..Appellants
Versus
CHAND SINGH
..Respondent

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present: Mr. Puneet Jindal, Sr. Advocate
with Mr. Rahul Bansal, Advocate
for the appellants.

Mr. Lupil Gupta, Advocate
Mr. Sumit Bhardwaj, Advocate
Mr. Akhtar Husain Haji, Advocate
Ms. Khushi Suryavanshi, Advocate
Mr. Pradhuman Krishanan, Advocate
and Mr. Harinder, Advocate
for respondent.

ANIL KSHETARPAL, J.

1. Brief facts of the case:-

1.1 The defendants have filed this regular second appeal to challenge the correctness of the judgments passed by the Courts below while decreeing the plaintiff's suit for Specific performance of agreement to sell dated 06.01.1986. In fact, the trial Court held that the plaintiff was always ready and willing to perform his part of contract but he was granted alternative relief of Rs.25,000/- with interest at the rate of 6% per annum on the ground that the defendant No.3 is not proved to be owner of 13 kanal and 4 marlas. However, an application filed for producing the additional evidence before the First Appellate Court was allowed and while disposing

of appeal as well as cross-objections, the Appellate Court granted the decree for specific performance of the agreement to sell.

1.2 This appeal was admitted for regular hearing and now it has come up for final disposal.

1.3 In order to comprehend the issues involved in the present case, the relevant facts, in brief, are required to be noticed.

1.4 Smt. Ram Murti, Smt. Bimla Devi, and Sh. Ramesh Kumar who are closely related to each other, were owners of land measuring 16 kanal. Sh. Ramesh Kumar, Smt. Ram Murti through her husband Sh. Madan Lal and Smt. Bimla Devi through her husband Sh. Jagan Nath on receipt of earnest money of Rs.25,000/- out of total sale consideration of Rs.91,500/- executed the agreement to sell dated 06.01.1986 in favour of the plaintiff Sh. Chand Singh. It was agreed that the sale deed would be executed on or before 20.06.1986. The plaintiff sent a notice on 16.06.1986 to call upon the defendants to come forward to execute the sale deed. On 20.06.1986, the plaintiff attended the office of the Sub-Registrar and in token of his presence, he got his attendance noted. On 03.09.1986, he filed the suit for specific performance. Defendant No.1 and 2 did not contest the suit. Only defendant No.3 contested the suit. He denied execution of the agreement to sell and receipt of earnest money. It shall be noted here that defendant No.2 Smt. Bimla Devi is mother of defendant No.3 (Sh. Ramesh Kumar). The husbands of Smt. Bimla devi and Smt. Ram Murti are sons of Sh. Shadi Ram. In other words, all the defendants are from the family of Sh. Shadi Ram.

2. Evidence produced by respective parties:-

2.1 In order to prove the case, the plaintiff himself appeared as PW1, whereas, the marginal witness of the agreement to sell Sh. Jangir

Singh son of Sh. Bachan Singh appeared as PW-2. Sh. Baldev Singh son of Sh. Puran Singh appeared as PW-3, whereas, Sh. Bhagwan Dass, the scribe as PW-4 and Sh. Uttam Singh, Sub-Registrar as PW-5, Sh. Hardev Singh as PW-6 and Sh. Varinder Bhushan Bathanagar, handwriting and fingerprint expert as PW-7.

2.2 On the other hand, the defendant examined Sh. Kartar Singh, Sh. Sanpuran Singh as DW 1, Sh. Satwant Puri, the handwriting and fingerprint expert as DW 2. Defendant No.3 Ramesh appeared as his own witness as DW-3. He also produced the power of attorney Ex.D-1 and report of the handwriting and fingerprint expert Ex.D-2/A.

3. Reasons recorded by the trial Court:-

3.1 Upon appreciation of evidence, the trial Court held that the agreement to sell between the parties is proved and the plaintiff was always ready and willing to perform his part of contract. However, the trial Court held that defendant No.3 Sh. Ramesh Kumar was not the owner of the entire property agreed to be sold by him. Thus, the Court directed that instead of specific performance, the plaintiff should be refunded Rs.25,000/- along with interest at the rate of 6% per annum from the date of filing of the suit till its realization.

4. Reasons recorded by the First Appellate Court:-

4.1 The plaintiff filed the first appeal, in which the defendants namely Smt. Ram Murti and Smt. Bimla Devi and Sh. Ramesh Kaur filed the cross-objections. Sh. Ramesh Kumar, defendant No.3 filed an application for permission to lead additional evidence in order to produce some other documents executed by him in favour of bank prior to the alleged agreement and to get comparison of his signatures from an expert.

On being allowed, he produced a loan file sanctioned from the State Bank

of Patiala and examined DW-4 Sh. Ravel Singh who proved signatures of Sh. Ramesh Kumar on mortgage deed Ex.D-2. DW-5 Dr. Atul Kumar Singla, the handwriting and fingerprint expert was also examined. While rebutting the additional evidence, the plaintiff examined Sh. Sardara Singh Parmar, the handwriting and fingerprint expert. By a comprehensive judgment, the First Appellate Court accepted the plaintiff's appeal, whereas, dismissed the cross-objections filed by the defendants. The Court ordered that the defendants shall get the sale deed executed in favour of the plaintiff within a period of one month on receipt of balance sale consideration. In case the defendants fail to execute the sale deed, the plaintiff shall be entitled to get it executed through the process of law.

4.2 Against judgment of the First Appellate Court, all the three defendants filed regular second appeal, which was admitted for regular hearing on 04.01.1995.

5. Important developments:-

5.1 At this stage, it is important to note that the appellants filed CM-232-C-2020, asserting that the parties have entered into a settlement on 29.01.2019. A deed of settlement was also filed. Notice was issued to the learned counsel representing the non-applicant/respondent. On 21.01.2020, the learned counsel on instruction of the respondent who was present in Court stated that no compromise has taken place between the parties. Ultimately, the appellants withdrew the application. Thereafter, the case was taken up on 13.02.2024, the written submissions filed by respondent No.1 (plaintiff) were taken on record. The application filed for fixing the date of hearing was disposed of because the main case was already listed in the motion list.

5.2 Thereafter, the case was taken up on 28.02.2024, and on the

written request of the appellant, the hearing was adjourned to 20.03.2024. On 20.03.2024, once again, the hearing of the appeal was adjourned on the request of the learned counsel representing the appellants to 10.04.2024. Thereafter, the case was taken up on 10.04.2024, but an oral request for adjournment was made by learned counsel representing the respondent, and hearing was adjourned to 16.04.2024. In the meantime, the appellants filed fresh application under Order XLI Rule 27 of the Code of Civil Procedure, 1908 (hereinafter referred to as the 'CPC') in order to produce the following documents:-

- i. Copy of DDR dated 20.02.2019, registered on the complaint of Sh. Chand Singh-respondent;
- ii. Copy of petition filed by Sh. Chand Singh on 25.03.2021, in the high Court for issuing the appropriate directions to respondent No.2 and 3 namely the police officials to take appropriate legal action on DDR No.13 dated 20.10.2019;
- iii. Copy of order dated 24.11.2021;
- iv. The alleged compromise deed dated 20.10.2019;
- v. Affidavits of the witnesses; and
- vi. Copy of FIR dated 16.02.2020.

5.3 Keeping in view the past experience, this Court preferred to orally call upon the respondent to admit or deny the alleged deed of settlement dated 21.10.2019, particularly when it was filed by way of additional evidence only in April, 2024. The learned counsel representing the respondent denied any settlement.

6. Arguments put forth by the learned counsel representing the parties:-

6.1 The arguments of learned counsel representing the parties were heard. The written submissions filed by the respondents were already the part of the record, whereas, the learned Senior counsel representing the appellant has filed written note of his submissions.

6.2 Apart from the synopsis, the learned Senior counsel representing appellants has filed a written note of his submissions, which reads as under:-

COMPLETE NOVATION OF CONTRACT DURING PENDENCY OF PRESENT RSA BY THE PLAINTIFF, THEREBY DISENTITLING HIM FROM ANY RELIEF IN VIEW OF SECTION 62 OF CONTRACT ACT RESD WITH SECTION 20 OF THE S.R ACT.	
CM-232-C-2020 IN RSA-715-1994	<i>That one application was filed by the Applicant/Appellant for fixing the actual date of hearing in view of compromise affected between the parties. In which the counsel for the respondent has not acknowledged the factum of the compromise and the said application was dismissed as withdrawn vide order dated 21-01-2020.</i>
21.10.2019 Annexure A-1 in CM-3720 of 2024 Annexure A-5 Annexure A-6 FIR 0016	<i>That two Compromise Deed were executed between substituted Appellant and Respondent/ plaintiff in which both the parties have entered into fresh Agreement, signed by both the parties and attested by 8 witnesses/ Panchayat members. After referring to pendency of present RSA and agreement of 1986, Appellant paid Rs.21lacs to plaintiff, plaintiff was to make statement before the court acknowledging ownership of Mohan Kumar and his brother Vijay Kumar on behalf of Ram Murti, Bimla Devi and Ramesh Kumar,</i>

<i>dated-16-02-2020</i>	<i>5 affidavits of the member panchayat are annexure A-5, from where it can be found that Chand Singh has taken Rs.7 lacs out of Rs.21 lacs, while the remaining amount remained with the panchayat, however later Chand Singh did not made the said statement before the High Court. And that the sarpanch got an FIR register against said Chand Singh.</i> <i>➤ The fresh agreement needs to be enforced now as substituted appellant have only got back Rs.14 lacs out of Rs. 21lacs paid by them.</i>
<i>20-10-2019 DDR Annex A-1 CM-3720 of 2024</i>	<i>DDR lodged by Chand Singh appellant/plaintiff against Mohan Kumar (Subsequent Vendee)</i>
<i>24-11-2021 Annexure A-2 & A-3 CRM-M- 14544-2020 CM-3720 of 2024</i>	<i>Petition filed by the Chand Singh appellant/plaintiff against Mohan Kumar s/o Jagan Nath and Vijay Kumar s/o Jagan Nath (Subsequent Vendee) for initiating criminal proceedings against said subsequent vendees</i> <i>Hon’ble HC noticed from investigation that Chand Singh Has changed the date in the agreement and the matter is pending fot the last 30-35 years before this Hon’ble Court and that a false story was put up by Chand Singh through a self inflicted injury, accordingly held that no further action called for.</i>
<i>CM-3720 of 2024 in RSA- 715-1994</i>	<i>That application has been filed by the applicant/appellant for bringing on record subsequent events which happened in the year 2019. Which is still pending before the Hon’ble bench for kind consideration. In which the applicant/appellant has placed on record above documents. On the basis of above, the appeal deserved to be allow keeping in view Section 62 of the Contract Act. And 2018 (1) PLR 250.</i>

Two more legal proposition required to be considered;

A) Whether in the peculiar facts and circumstances now relief of specific performance can be and should be granted in favor of plaintiff after lapse of 38 years?

When concededly prices of real estate has spiraled multiple times. The plaintiff have only deposited sum of Rs. 25,000 alleged by him, whereas he has been enjoying Rs. 7lacs of the appellants since 2019. (2015)14 SCC 341

B) Whether plaintiff throughout had been ready and willing to perform his part of contract?

The plaintiff has not deposited balance sale consideration within one month of the passing of the impugned judgment and decree of the Ld. ADJ dated 28-01-1994. Delivery of notice has not been proved. Tempering of the agreement to sell is admitted, therefore no relief should be granted.(2019) 9 SCC 381”

6.3 On the other hand, the written submissions filed by the learned counsel representing the respondent reads as under:-

“11. That the ill conduct of the appellants-defendants may be ascertained from the fact that although the lower appellate court has granted decree of specific performance in favour of applicant-respondent Chand Singh and execution of judgment and decree has been stayed by this Hon'ble court but in order to defeat the right of applicant-respondent Chand Singh, the Appellant No. 1 and 2 through their GPA, has alienated the suit property vide sale deed dated 28.12.2009 in favour of Mohan Kumar son of Jagan Nath for a total sale consideration of Rs. 1,70,000/-. Even the appellant No.3- Ramesh Kumar through his GPA Jagan Nath has alienated the suit property in favour of Vijay Kumar and MohanKumar sons of Jagan Nath vide sale deed dated 28.12.2009 for a total sale consideration of Rs. 8,25,000/-. Once the matter is already sub-judice before this Hon'ble court a decree of specific performance is in force in favour of applicant-respondent Chand Singh, then the appellants were not competent to alienate the suit land.

12. That virtually, the appellants have tried to mislead the court below as well as by this Hon'ble court on the premise that the agreement to sell is forged and fictitious document to garb property in connivance with the marginal witnesses. It is respectfully submitted that Murit and Bimla Devi (Appellants No. 1 and 2) did not appear to contest the suit meaning thereby they have admitted the claim of plaintiff-respondent. It is not case their that they had no information or notice of the suit rather they intentionally choose not to contest the suit. This polea is fortified from the fact that attorneys of Ram

Murti and Bimla Devi namely Madan Lal and Jagan Nath through their husbands did appear in the court and produced the Original Power of attorney in their favour without contesting the suit. Now it does not lie in their mouth to say, that the agreement to sell, so far as they are concerned, is forged and fictitious. Their non appearance despite notice of the suit certainly amounts to admission of execution on their part.

13. That further more, Madan Lal and Jagan Nath had signed the agreement to sell on behalf of these appellants-defendants. They while producing the power of attorneys, in their favour, did not deny the execution. Still, the statement of scribe attesting witness and the plaintiff-respondent regarding the execution of the agreement which further belies the stand of appellants. Neither Madan Lal nor Jagan Nath or Ramesh Kumar has taken the plea of fraud having been played with them in the matter of the execution of the agreement With them. Madan Lal and Jagan Nath have rather not denied the execution. Jagan Nath is none else, but the father of Ramesh Kumar. So, only the short point is as to whether signatures purporting to be as Ramesh Kumar are that of defendant Ramesh Kumar or not. In this regard, two hand writing experts have been examined by the plaintiff-respondent, who say that their comparison showed the disputed signatures to be comparing with the other signatures of Ramesh Kumar, whereas the two handwriting experts produced by the appellants-defendants say otherwise. Thus in a way the expert opinion of the handwriting experts examined by the plaintiff-respondent has been negatived by the other experts. Thus, without further going into the details of the reports by the experts, the attesting witnesses and the scribe have in unequivocal terms, stated that the agreement executed by Jagan Nath, Madan Lal and Ramesh Kumar in their presence and they had put the signatures. However, it is alleged by appellant No.3 that onthe agreement to sell Ex.Pl appellant No.3 has not been correctly spelled showing that these were not the signatures appended by him. It is stated that in the word Ramesh 'e' after word 'm' is missing and similarly in Kumar word 'a' after 'm' is not appearing which, according to learned counsel for the appellants-defendant, is enough to dis prove the signatures. No doubt, these words are missing, but the other words are comparable. Moreover attesting witness Baldev Singh is admittedly of the village of the executant and he knew personally to all of them. He has stated that they signed in presence. Similarly, Jangir Singh who is the scribe of the document and who belongs to the same place also knew the executants and is very unequivocal is stating that it was Ramesh Kumar who had put his signatures under the agreement. Thus in the circumstances when

Jagan Nath one of the executant is the father of Ramesh Kumar and has not appeared to contest the execution, similarly Madan Lal who is brother of Jagan Nath and uncle of Ashok Kumar too has not stepped in the witness box to deny the execution, to say that the signatures to Ramesh Kumar are forged due to absence word 'a' and 'e' in his signatures would mean dis-believing the ocular reliable evidence. The case of plaintiff-respondent is fully proved by the scribe and the attesting witness.

14. That it is fully proved on record and rightly held by the court below that the plaintiff-respondent has always been ready and willing to perform his part of the agreement.”

7. Discussion by this Court:-

7.1 This Bench has heard the learned counsel representing the parties at length and with their able assistance perused the paperbook along with the written submissions filed by them along with the requisitioned trial Court as well as First Appellate Court record.

7.2 First and foremost, the application filed by the appellant for permission to lead additional evidence is required to be considered. In this application, the first document that the appellant wishes to produce is a copy of the Daily Diary Report No.13 dated 20.10.2019, recorded on the statement of Sh. Chand Singh-plaintiff (respondent) complaining that Sh. Mohan Kumar @ Mana, Sh. Vijay Kumar have inflicted him various injuries. Sh. Chand Singh was admitted in the hospital where treatment is going on. The second document is a copy of memo of parties and the first page containing the caption of the petition filed by Sh. Chand Singh seeking direction to the Senior Superintendent of Police and Station House Officer to take appropriate legal action on DDR No.13 of 20.10.2019. Annexure P-3 is the order passed by the High Court on 24.11.2021, in the aforesaid petition. The Court held that in view of the reply filed by the State, no further action is called for while giving liberty to the petitioner to file

compromise dated 21.10.2019, wherein, it has been recorded that the compromise has been arrived at between Sh. Mohan Kumar and Sh. Chand Singh. It has been stated that the Panchayat has made a compromise between both the parties and the parties have settled in view of a separate agreement, according to which the disputed land has been given to the appellants. There is another deed of settlement between Sh. Mohan Kumar and Sh. Chand Singh, in which it has been recorded that Sh. Chand Singh have been given Rs.21,00,000/- by the first party, namely Sh. Mohan Kumar, and Sh. Chand Singh will suffer a statement in the High Court admitting the appellants claim. These two deeds of settlements are alleged to have been thumb marked by Sh. Chand Singh, however, he disputes this fact. No application under Order XXIII Rule 3 of the CPC has been filed by the appellant for disposal of the appeal in terms of compromise. Moreover, the deed of settlement is stated to have been signed on 21.10.2019, whereas, the application was filed in April, 2024, for permission to lead additional evidence. In between, Sh. Chand Singh filed a petition in the High Court for taking action against the appellants for the injuries caused to him. The appellants have also filed the copies of five affidavits of the witnesses to the deed of settlement stating that on 21.10.2019, a settlement took place between the parties. Annexure A-6 is a copy of FIR No.16 dated 16.02.2020, registered on the complaint of Sh. Rajinder Singh, Sarpanch, alleging that Sh. Chand Singh has taken away Rs.7,00,000/- out of Rs.21,00,000/-, the amount of compromise and he has failed to return the same, and therefore, he has committed cheating. Further developments in the FIR have not been disclosed.

7.3 Keeping in view the aforesaid situation, this Court is the view that the disposal in terms of the settlement dated 21.10.2019 is not

appropriate, particularly when the respondent Sh. Chand Singh, denies its execution. Under Order XXIII Rule 3 of the CPC, the Court is entitled to dispose of the appeal in terms of settlement if it is proved to the satisfaction of Court that a suit has been adjusted wholly or in part by any lawful agreement or compromise. Proviso to Order XXIII Rule 3 of the CPC lays down that where it is alleged by one party that they will compromise but denied by other, the Court shall decide the question, but no adjournment shall be granted for the purpose of deciding such question. In fact, no application under Order XXIII Rule 3 of the CPC has been filed. If the Court adopts the path of holding a detailed inquiry into the validity and genuineness of the alleged settlement, this appeal which is pending for the last 30 years will have to be kept pending. The parties will have to be given opportunity to prove that there was a subsequent agreement between the parties on 21.10.2019. If there is a subsequent agreement between the parties, though denied by the plaintiff, the appellants shall have liberty to enforce the same by proving that the agreement was arrived at between the parties voluntarily and without any pressure.

7.4 With reference to the first submission of the learned Senior counsel representing the appellants that Section 62 of the Indian Contract Act, 1872, that cannot be invoked particularly when respondent denies the execution of the subsequent agreement dated 29.11.2019, filed with CM-232-C-2020 as well as the alleged compromise dated 21.10.2019, which was filed in April, 2024.

7.5 In two legal propositions appended at the end of his note, the learned Senior counsel representing the plaintiff submits as under:-

“The first submission is with regard to the discretionary relief. It may be noted here that both the Courts have

concurrently held that the plaintiff was always ready and willing to perform his part of the contract. The First Appellate Court while accepting the first appeal passed decree in favour of the plaintiff on 28.01.1994. Thereafter, the matter is pending in appeal at the behest of the defendants.”

7.6 In this case, this Court is not for the first time called upon to pass a decree for specific performance. In fact, the decree has already been passed. This Court is only called upon to opine about its correctness. Hence, the first legal proposition does not apply to the facts of the present case.

7.7 The learned Senior counsel representing the appellant has relied upon the judgment passed by the Supreme Court in **Ravi Setia versus Madan Lal and others (2019) 9 SCC 381**. On a careful reading of the judgment, it is evident that the Supreme Court was hearing an appeal against the judgment passed by the High Court. Originally, the trial Court decreed the suit, which was upheld in appeal by the First Appellate Court. However, the High Court reversed the judgment of both the Courts below. The Court held that despite a decree passed by the trial Court, the plaintiff failed to comply with the same. In that case, the plaintiff filed an application before the trial Court for extending the time for deposit of the amount on account of pendency of the appeal, which was allowed. In those peculiar facts, the Supreme Court held that conduct of the parties subsequent to the passing of decree is also required to be examined. In this case, the plaintiff cannot be deprived of the benefit of decree because the First Appellate Court while accepting the appeal directed the defendant to execute the sale deed within a period of one month (on receipt of remaining sale consideration). The Court did not fix any time or period if the defendants

failed to comply with the same. It was only observed that the plaintiff shall be entitled to get it executed through the process of law. The defendants filed the second appeal in which interim order was granted in their favour on 04.03.1994. Hence, in absence of the complete appropriate material/books of account, it is not appropriate to conclude that the plaintiff was not ready and willing to perform his part of contract after the judgment passed by the First Appellate Court. However, the appellant shall have liberty to take up this objection while opposing the execution petition or application under Section 28 of the Specific Relief Act, 1963 (hereinafter referred to as the '1963 Act').

7.8 The second legal proposition is also covered by the first submission. Hence, no further deliberations are required.

7.9 In the oral submissions, the learned counsel representing the appellant has submitted as under:-

- i. The agreement to sell has been tampered with and therefore, the specific performance should not be ordered.
- ii. In the agreement to sell, there is no specific stipulation that the failure on the part of defendants to honour the agreement would entitle the plaintiff to file a suit for specific performance. It is submitted that in absence of such contract, suit for specific performance is not maintainable.
- iii. The plaintiff has failed to prove that the defendants received notice dated 16.06.1986.

7.10 This Court has considered the submission of the learned counsel representing the parties.

7.11 Ex.P-1 is the agreement to sell. It has been scribed on a non-judicial stamp paper of Rs.5/-, which was purchased from a stamp vendor for the execution of the agreement to sell. There is no interpolation and over writing in the agreement to sell except there is over writing with respect to the date on which the sale deed was to be executed, it has been alleged by the defendants that originally it was 20.05.1986, which was subsequently change to 20.06.1986 by converting '5' into '6'. Even if it is so, that would not invalidate the agreement. The plaintiff has not gained any benefit from this alleged interpolation. While filing the written statement, defendant No.3 has contended that there have been material alterations in the agreement to sell, however, he failed to prove the same.

7.12 There is no substance in the argument of the learned Senior counsel, particularly when the suit was filed on 03.09.1986 and before filing the suit, the plaintiff sent a notice to the defendants on 16.06.1986, calling upon them to reach the office on 20.06.1986.

7.13 The second argument of the learned Senior counsel lacks substance because the agreement to sell with respect to the immovable property is specifically enforceable under the '1963 Act' and specific recital that the intended purchaser shall be entitled to file a suit for specific performance is not necessary. Reliance in this regard can be placed on the judgment of the Supreme Court in **Man Kaur (Dead) by LRs Vs. Hartar Singh Sangha, 2010(10) SCC 512.**

7.14 The last submission of the learned counsel is with regard to denial of the receipt of notice dated 16.06.1986. It may be noted that before the Courts below, there was no specific issue with regard to the non-receipt of the notice. In any case, it is not mandatory for the plaintiff to serve notice before filing the suit. In the agreement to sell, there was specific stipulation

that the sale deed was to be executed on 20.06.1996. Hence, it was not necessary for the plaintiff to send a notice. Moreover, it is not the case of defendant that they were prepared to execute the sale deed on 20.05.1986, and they visited the office of Registrar but the plaintiff did not come. Hence, the argument has no substance.

7.15 It is significant to note that during the pendency of the appeal, an application under Order I Rule 10 of the CPC was filed to implead the subsequent vendees as the parties, which was ordered to be heard with the main case. The subsequent vendees are the family members of the defendants. They are represented by the same counsel, who has been heard.

8. Decision:-

8.1 Keeping in view the aforesaid facts, the appeal is dismissed. However, it shall be open to the defendant to file a separate suit for enforcing the alleged settlements dated 20.10.2019 and 29.11.2019 and file application under Section 28 of the 1963 Act in the trial Court.

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

April 29th, 2024

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(ANIL KSHETARPAL)
JUDGE

Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No