



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

**CM Nos.6137, 6962 & 4503-C-2024 in /and
RA-RS-53-2023 in RSA-3735-2012
Reserved on: 18.07.2024
Pronounced on:22.07.2024**

A.K. MOHAN, SON OF LATE SH. C.L. MOHAN
..... APPLICANT/APELLANT

Vs.

RAJINDER SINGH (SINCE DECEASED) THROUGH HIS LRS
..... RESPONDENTS

CORAM: HON'BLE MR JUSTICE DEEPAK GUPTA

Argued by:- Mr. Ashok Gupta, advocate, and
Mr. Eklavya Gupta, Advocate,
along with the applicant-appellant in person.

Mr.K.S. Boparai, Advocate and
Mr. Archana Vashisht, Advocate
along with the respondents in-person.

DEEPAK GUPTA, J.

CM-6137-C-2024

This is an application for preponing the Review Application No.53
of 2023 in RSA No.3735-2012, which is fixed for 18.11.2024.

On 03.07.2024, notice of the application was issued for today.

Learned counsel for the non-applicant-respondent has made a state-
ment that he has no objection, if the date of hearing in the review application is

preponed.

For the reasons mentioned in the application as well as on the statement made by counsel for the non-applicant-respondent, hearing of the Review Application No.53 of 2023 in RSA No.3735-2012 is hereby preponed and the same is taken on board today itself.

CM stands disposed of.

CM-6962-C-2024

This is an application for placing on record affidavits of the legal representatives of the plaintiff respondent-Rajinder Singh.

Application is allowed.

Affidavits are taken on record.

CM-4503-C-2024

This is an application under Section 151 CPC to place on record compromise dated 23.04.2024 as Annexure A1.

Application is allowed.

Document Annexure A1 is taken on record.

**RA-RS-53-2023 in
RSA-3735-2012**

Against the concurrent findings of the Courts below, RSA-3735-2012 filed by the defendant-appellant was dismissed by this Court vide order dated 18.05.2023. By way of present application, the applicant/appellant seeks review of the order. Later on, the applicant-appellant also moved an application bearing CM-4504-C-2024 to dispose of the review application in view of the compromise dated 23.04.2024 (*Annexure P1*)

2. Brief background of the case is that plaintiff-Rajinder Singh (*deceased-respondent through his LRs herein*) brought a suit for specific perfor-

mance of agreement to sell dated 01.06.2004 in respect of Flat No.H-111, First Floor, AWHO, Sector 4, Mansa Devi Complex, Panchkula against defendant-A.K. Mohan (*applicant-appellant herein*) pleading that by way of the agreement in question, defendant had agreed to sell the flat in dispute for consideration of ₹17 lakh and had received earnest money of ₹1,70,000/-. As defendant failed to execute the sale deed on or before the target date, so he sought specific performance of the agreement in question on payment of the balance sale consideration. Defendant resisted the suit. However, after taking evidence produced by the parties, suit was decreed by the trial Court of Id. Civil Judge (Sr. Division), Panchkula on 28.11.2009 and the said judgment was affirmed by the First Appellate Court of District Judge, Panchkula on 23.03.2012. The Regular Second Appeal No.3735 of 2012 filed by the defendant was dismissed by this Court on 18.05.2023.

3. It is submitted by the applicant-appellant that flat in question is located in a particular society, which is meant for welfare of the defence personnel. The said society has its own bye-laws in respect of allotment, sale, purchase, disposal etc. and the appellant is bound to follow those bye-laws being member of the society. As per the bye-laws, no sale or purchase of any dwelling unit can be done without written permission from AWHO. Even this Court has observed in para No.20 of the order dated 18.05.2023 that certain formalities regarding the housing society are yet to be completed. It is contended that in these circumstances, the judgment and decree in question is not executable, as the plaintiff-respondent-Rajinder Singh is not a defence personnel and permission to him to become member of the Society may not be granted.

4. Ld. counsel contends further that facing the aforesaid situation, both the parties realized that decree in question was not executable and conse-

quent thereto, they have arrived at a compromise, as per which the plaintiff-respondent through his LRs agreed to receive an amount of ₹40 lakh and not to file any execution for implementation of the decree. Ld. counsel also submits that amount of ₹40 lakh by way of bank draft, in view of the compromise has already been paid to the LRs of the respondent.

5. Ld. counsel for the respondent-plaintiff conceded the fact that amount of ₹40 lakh has been received by the legal heirs/legal representatives of the deceased-respondent. He has also placed on record affidavits of Mrs. Harpreet Kaur (*widow of the plaintiff- respondent-Rajinder Singh*), Maheep Singh Brar (*son of the plaintiff- respondent-Rajinder Singh*) and Rajwinder Kaur Brar (*widow of deceased son of plaintiff-respondent-Rajinder Singh*), as per which matter has since been compromised between the parties and that they have received compensation to their full satisfaction as mentioned in the compromise dated 23.04.2024 (*Annexure A1*)

6. Ld. counsel for the respondent has further stated that on account of compromise (*Annexure A1*), the legal heirs/legal representatives of the deceased-respondent undertake not to file any execution for getting the decree implemented, as they have received the entire amount of ₹40 lakh by way of bank draft and that review application may be disposed of accordingly in terms of compromise (*Annexure A1*).

7. Having considered submissions of both the sides and with the consensus of both the parties, Review Application No.53 of 2023 is hereby disposed of in terms of the compromise dated 23.04.2024 (*Annexure A1*), making it clear that both the parties shall be bound by the terms of the compromise. As specifically undertaken by the LRs of the respondent through their counsel, they will not file any execution for implementation of the decree in terms of compromise

dated 23.04.2024 (*Annexure A1*), as they have received the entire compensation amount of ₹40 lakh by way of bank draft as mentioned in the compromise dated 23.04.2024 (*Annexure A1*).

8. Disposed of accordingly.

22.07.2024

Vivek/sarita

(DEEPAK GUPTA)

JUDGE

Whether speaking/reasoned?	Yes
Whether reportable?	No