

directions to the private respondents to compensate him in terms of the report dated 25.08.2022 (Annexure P-6) as per which, expenditure of ₹10,90,000/- (plus 18% G.S.T.) would be incurred on repair of the damaged house.

2. Notice of motion was issued on 29.11.2022 and on 28.04.2023, *status quo* with regard to construction was ordered to be maintained.

3. On 31.05.2023, for house of respondent No.5 was not being constructed on stilts, stay *qua* him was vacated and he was permitted to continue with the construction. A sum of ₹5,00,000/- was also offered to be deposited by respondent No.5, which was accepted by the Court and he was directed to deposit the same within a period of one week.

The said order reads as under:-

“CM-7941-CWP-2023 has been filed by the applicant-respondent No.5 for vacation of the status quo order dated 28.04.2023 which was passed in CM-7240-CWP-2023. Notice of the same was issued to the petitioner on 05.05.2023. Directions were issued that the report of the Executive Officer, Panchkula be submitted.

Report has been filed by respondent Nos.2 and 3. The petition was based on the ground that illegal permission had been granted by respondent No.2 for multi-storey construction in the adjoining plots. The petitioner is stated to be the owner and resident of H.No. 1722, Sector 4, Panchkula. The construction is stated to have commenced on both sides of his house, due to which he is aggrieved.

In the application filed by respondent No.5, who is the owner in possession of H.No.1723, Sector 4, Panchkula, it has been averred that he had purchased the house by way of sale deed dated 30.01.2021 and there was re allotment letter dated

19.01.2021 in his favour (Annexure R-5/1) and the revised building plans were duly sanctioned. It is his case that he is not raising any four floors and not constructing any stilt parking and the digging at the foundation level etc. has not been done towards the side of the house of the petitioner i.e. H.No. 1722. It is submitted that he has already completed his civil work in the year 2022 and more than 70% of the financial work has been completed and huge financial loss is there on account of the fact that there is a stay order restraining him from further constructing. Counsel for the applicant-respondent No.5 has also taken us to the reply filed in CM7240-CWP-2023 by him and the site plan which shows that the basement which was extended in the house under renovation was not towards the house of the petitioner but towards the other side bearing H.No.1724, who has no such grievance. It is submitted that the stilt parking and four floors are on the other side and no damage was caused by his construction.

The photographs showing the stage of his construction have also been appended as Annexure R-5/4, which would go on to show that the building is almost complete and only the finishing work of the floor and the paint and polish was in progress and, therefore, by virtue of the interim order dated 24.08.2023, irreparable loss is being caused to him. It is also his case that the balance of convenience will no longer be in favour of the petitioner since the construction had long commenced and at an earlier point of time, the petitioner had never approached this Court and only approached at the fag end when construction was almost complete. The report (Annexure

R-4) given by the Structural Engineer would also go on to show that the petitioner was not cooperating and not allowing the government engineer to inspect the house to check the inside damage as the report had to be submitted to this Court. In such circumstances, we are of the considered opinion that interest of the applicant-respondent No.5 is gravely prejudiced by the order dated 28.04.2023 whereby status quo regarding construction has been directed and the interest of the petitioner can be looked after if the applicant respondent No.5 deposits a sum of Rs.5,00,000/- by way of demand draft in favour of the Registrar General of this Court, so that in case of any assessment of the structural damage caused to the building at his instance, the amount can be disbursed to the petitioner.

Keeping in view the above, we are of the considered opinion that the stay against the applicant-respondent No.5 qua H.No.1723, Sector 4, Panchkula, which is not a house which is being constructed on stilts, is liable to be vacated. Accordingly, the order is modified to that extent that the applicant-respondent No.5, who is owner in possession of H.No.1723, Sector 4, Panchkula is permitted to continue with his construction. The deposit of Rs.5,00,000/- be done within a period of 1 week from today and on furnishing of proof with respondent No.3, the said respondent will then issue a letter of permission in favour of respondent No.5 for starting construction.

CM-7240-CWP-2023 and CM-7941-CWP-2023 stand disposed of.”

4. Thereafter, the matter remained pending and during the numerous hearings, experts were also appointed to examine the house and assess the damage. Some reports have also come on record. As per one survey report dated 02.05.2023 (Annexure P-13), the cost to be incurred on the repair of the damaged house has been estimated at ₹31,87,400/-.
5. Today, during the course of arguments, the petitioner and respondents No.4 and 5 arrived at an amicable settlement. It has been decided that respondent No.4 would pay a sum of ₹25,00,000/- (Twenty Five Lakhs) to the petitioner within a period of 02 weeks from today which would enable the petitioner to get the damaged house repaired. Out of the sum of ₹5,00,000/- deposited by respondent No.5, parties have decided that a sum of ₹2,50,000/- shall be payable to the petitioner and the remaining amount i.e. ₹2,50,000/- shall be refunded to respondent No.5 within a period of 02 weeks.
6. Learned counsel representing the parties state that the matter in hand be disposed of in terms of the settlement arrived at between the parties during the course of hearing and also submit that parties shall remain bound by the said settlement arrived at between them.
7. For the reasons aforementioned, the writ petition is *disposed of* in terms of the settlement arrived at between the parties. The parties shall be bound by the settlement and in case of any violation, the aggrieved party shall be at liberty to move an application to get the instant petition revived.

(ARUN PALLI)
JUDGE

(VIKRAM AGGARWAL)
JUDGE

01.05.2024
Prince Chawla

Whether speaking/reasoned :

Yes/No.

Whether reportable :

Yes/No.