

2025:PHHC:028771



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

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CM-2056 and 2057-C-2025 in/and
RSA-4745-2004 (O&M)
Date of decision: 28.02.2025

Daulat Ram

...Appellant

Versus

Gurjit Singh

...Respondent

CORAM: HON'BLE MR. JUSTICE VIKAS SURI

Present: Mr. H.R. Bhardwaj, Advocate for the applicant-appellant.

VIKAS SURI, J.(Oral)

CM-2056-C-2025

This is an application under Order 22 Rule 4 read with Section 151 CPC for impleading the legal representatives of deceased Gurjit Singh, sole respondent.

It is pleaded that Gurjit Singh died on 31.07.2008 and is survived by the persons mentioned in para 2 of the application. Learned counsel for the applicant has produced a copy of the death certificate, which is taken on record and assigned Mark 'A'.

For the reasons set out in the application, supported by affidavit, the same is allowed, subject to all just exceptions. The persons mentioned in para 2 of the application are impleaded as legal representatives of Gurjit Singh, deceased respondent, for the purpose of pursuing the instant appeal.

Amended memo of parties is taken on record.

CM stands disposed of.

CM-2057-C-2025

This is an application under Order 23 Rule 3 read with Section 151 CPC for disposing of the present regular second appeal in view of the compromise dated 27.09.2023 (Annexure C-1) and for



seeking permission to withdraw the advance rent deposited before the Court below.

Notice of the application to learned counsel for non-applicants.

Mr. Nishan Singh Chahal, Advocate, appears and accepts notice on behalf of the non-applicants and has filed his power of attorney in the Court, which is taken on record. He affirms the dispute having been amicably settled out of Court and the execution of compromise deed dated 27.09.2023 (Annexure C-1). It is submitted that on the settlement having been arrived at, the possession of the demised premises stands delivered to the plaintiff-respondent, who has no objection to withdrawal of the main suit or to the withdrawal of the advance rent by the applicant-appellant.

Heard learned counsel for the parties and perused the record.

Perusal of the record shows that the plaintiff-respondent filed a suit for ejectment of the defendant-appellant from the shop in question and for recovery of Rs.17,500/- as arrears of rent @ Rs.700/- per month from March 1993 to April 1995 along with interest. The said suit was partly decreed. The relief of ejectment was declined whereas that of recovery of arrears of rent @ Rs.100/- per month w.e.f. March 1993 till April 1995 along with interest @ 9% per annum, was granted. Aggrieved thereagainst, the plaintiff preferred an appeal. The said first appeal was partly allowed and the suit of the plaintiff for ejectment was decreed while the claim for recovery of rent as decreed by the trial Court was maintained.

The instant regular second appeal has been preferred by the defendant-respondent aggrieved by the judgment and decree passed by the lower appellate Court. The regular second appeal was admitted vide order dated 13.12.2004 and the execution of the decree was ordered to be stayed provided the appellant deposited the entire arrears of rent



within one month therefrom and continued to deposit monthly rent by the 10th of each month. The order sheets would further show that the appellant failed to make the payment of rent from the month of April 2005, in terms of the earlier order dated 13.12.2004. The aforesaid lapse was condoned by this Court and the appellant undertook to pay the arrears of rent along with future rent for the next five years in lumpsum in order to avoid any default. It is noticed in order dated 17.10.2006 passed by this Court that the earlier order whereby the undertaking of the appellant was recorded, stood complied with.

During the pendency of the instant appeal, the parties have amicably settled their dispute out of Court. It is conceded before this Court that the possession of the demised premises stands already delivered to the plaintiff-respondent and the amount due stands received by the plaintiff-respondent.

Learned counsel representing the legal representatives of the sole respondent prays that in terms of the compromise deed dated 27.09.2023 (Annexure C-1), he be permitted to withdraw the main suit itself. The said prayer is not opposed by learned counsel representing the appellant.

Keeping in view the totality of facts and circumstances of the present case, the instant application is allowed.

CM stands disposed of.

RSA-4745-2004 (O&M)

1. With the consent of learned counsel for the parties, the main appeal is taken up for consideration.

2. In the light of the order above passed on the application under Order 22 Rule 3 CPC, the present regular second appeal is disposed of in terms of the compromise deed dated 27.09.2023 (Annexure C-1). Resultantly, the impugned judgments and decree passed by the Courts below are set aside and the main suit, instituted by the plaintiff-respondent, is ordered to be dismissed as withdrawn. The



compromise deed dated 27.09.2023 (Annexure C-1) will form part of the decree.

- 3. No order as to costs.
- 4. Disposed of accordingly.
- 5. Pending applications, if any, also stand disposed of.

February 28, 2025
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(VIKAS SURI)
JUDGE

Whether speaking/reasoned :	Yes / No
Whether Reportable :	Yes / No