

RSA-896-2016

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2025:PHHC:165526



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

RSA-896-2016

Date of decision : 28.11.2025

M/s Pranam Constructions

... Appellant

Versus

Vikas Bhakri and another

... Respondents

CORAM: HON'BLE MR. JUSTICE VIKAS BAHL

Present: Mr.R.S. Gill, Advocate for
Mr. R.P.S. Bara, Advocate
for the appellant.

Mr.Viran Jeet Singh Mahal, Advocate
for the respondents.

VIKAS BAHL, J.(ORAL)

1. The appellant (plaintiff) had filed a suit for recovery against the respondents (defendants) which was decreed by the trial Court vide judgment and decree dated 27.02.2015 and the plaintiff was held entitled to recover Rs.5,81,912/- which was the principal amount to be paid by the defendants to the plaintiff with accumulated interest as well as pendente lite and future interest. The appeal was filed by the defendants and the present appellant had filed cross objections. The Ist Appellate Court vide order dated 19.09.2015 allowed the appeal filed by the defendants whereas the cross objections filed by the plaintiff was dismissed. The plaintiff has filed



the present regular second appeal.

2. It has been brought to the notice of this Court that during the pendency of the appeal, a detailed settlement / agreement dated 22.09.2025 has been arrived at before the Mediation and Conciliation Centre of this Court and the said agreement has been placed on record of the present case. It has been stated that the said agreement is voluntary and has been arrived at out of free will of the parties. Para 7 of the agreement specifically states that the parties have settled the dispute and the second party i.e., respondents no.1 and 2 (defendants no.1 and 2) have agreed to pay an amount of Rs.2 lacs to the appellant (plaintiff) towards his entire claim and the present appellant (plaintiff) has agreed to withdraw the present regular second appeal. Para 7 of the said agreement is reproduced hereinbelow:-

“7. The following settlement has been arrived at between the Parties hereto:

i) The parties have settled their dispute as the second party has agreed to pay an amount of Rs.2,00,000/- (Rupees Two Lacs only) to the first party towards his entire claim. It is mutually agreed that the amount of Rs.2,00,000/- will be transferred today only by the second party in the account No.00441000103749 IFSC HDFC0000044, HDFC Bak, DLF Phase 1, Arjun Marg, Gurgaon of the first party.

ii) That the first party has agreed to withdraw the afore titled RSA-896-2016 as and when the matter is taken up by the Hon'ble Court for hearing.

iii) That both the parties undertake not to litigate against each other regarding the present matter and the dispute shall



be treated as settled for all intents and purposes.”

3.

Learned counsel for the appellant has submitted that in view of the said compromise, the appellant be permitted to withdraw the present appeal.
4.

In view of the above, the present regular second appeal is dismissed as withdrawn.

(VIKAS BAHL)
JUDGE

November 28, 2025.
Davinder Kumar

Whether speaking / reasoned	Yes/No
Whether reportable	Yes/No