

2026:PHHC:068811



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

**CR-6708-2018 (O&M)
Decided on:-04.05.2026**

Anuj KumarPetitioner.

vs.

Vinod KumarRespondent.

CORAM: HON'BLE MR. JUSTICE HARKESH MANUJA

Present: Mr. Ashish Aggarwal, Senior Advocate with
Mr. Vishal Pundir, Advocate and
Mr. Anmol Rattan S. Dhillon, Advocate,
for the petitioner.

Mr. Robin Dutt, Advocate,
for the respondent.

HARKESH MANUJA J. (Oral)

1. By way of present revision petition, challenge has been laid to an order dated 18.08.2018 (Annexure P-7) passed by the learned Additional Civil Judge (Senior Division), Indri, whereby, an application preferred at the instance of respondent-plaintiff seeking restoration of his suit which was withdrawn vide order dated 15.07.2015, was allowed.

2. Briefly stating, on the basis of agreement to sell dated 09.01.2014 relating to 16 kanals of land forming part of revenue estate of Village Labhkari, Tehsil Indri, District Karnal, the respondent-plaintiff filed a suit for possession by way of specific performance on 05.01.2015. Later, on 15.07.2015, the said suit was withdrawn by the respondent-plaintiff

having made a statement that a compromise in the matter stood effected between the parties. The statement dated 15.07.2015 made by respondent-plaintiff as well as the order passed thereupon by the learned Trial Court are reproduced hereunder:-

Statement dated 15.07.2015 is as under:-

“Vinod Vs. Anuj

Statement of Vinod Kumar son of Mam Chand son of aged 56 years Occupation Business, resident of Jagadhri.

Stated that I have compromised the matter with the defendant, therefore, I withdraw the present case. The Court Fee be returned. The present case be also consigned to the Record Room.

RO & AC
Sd/- Vinod Kumar

Sd/- (Tayyab Hussain)
ACJ (SD)-cum-SDJM
Indri (Karnal)
15.7.2015

Identified by
Sd/-15.7.15
(Rajesh Gupta)
Advocate”

Order dated 15.07.2015 is as under:-

“Vinod Kumar vs. Anuj Kumar

*Present: Sh. Vinay Bansal, counsel for plaintiff
Shri Sudhakar Mittal, counsel for defendant*

Plaintiff Vinod Kumar has suffered statement that the matter has been compromise between the parties and same may kindly be dismissed as withdrawn. Keeping in view the above statement of plaintiff Vinod Kumar the present suit is hereby dismissed as withdrawn. The court fee be refunded as per Rules. File be consigned to record room after due compliance.

Sd/-(Tayab Hussain)
ACJ (SD), Indri
15.7.2015”

2.1 Subsequently, on 18.12.2015, the respondent-plaintiff filed an application seeking restoration of the suit, *inter alia*, on the ground that since the petitioner-defendant failed to comply with the terms of the alleged settlement, thus, the suit was liable to be restored. Relevant paragraph No.4 of the application is reproduced hereunder:-

“4. That ultimately it has been orally settled by the Panchayat on 1.7.2015 that the defendant either would pay Rs.85,00,000/- (Rupees Eighty Five Lacs) to the plaintiff upto 30.11.2015 (i.e. Rs.65,00,000/- principal amount + interest @ 1.5% per month from 9/1/2014 to 30/11/2015 which comes to Rs.22,13,650/-, which was rounded to Rs.20,00,000/- by the relatives present in the Panchayat). In case of failure of making the above mentioned payment on 30.11.2015 he would get the sale deed executed and registered in favour of plaintiff after receiving balance sale consideration of Rs.2,00,000/-. The said terms and conditions had been accepted by the defendant at that time and he assured the plaintiff to comply with the same.”

2.2 Upon notice, the petitioner-defendant filed his reply to the aforesaid application, denying the averments made therein. Paragraph No.4 from the reply is reproduced hereunder:-

“4. That para No.4 of the application is wrong and hence denied. It is denied that it was orally settled in the Panchayat 01.07.2015 that the defendant either would pay Rs.85.00 Lac to the plaintiff upto 30.11.2015 and in case of his failure making the above mentioned payment he would get the sale deed executed and registered in favour of the plaintiff after, receiving balance sale consideration of Rs.2.00 Lac, as alleged. The story put forward by the plaintiff-applicant is false, frivolous and after thought one. The said terms and conditions has neither been accepted by the defendant nor proposed before him. There

was no dispute between the plaintiff-applicant and the respondent. The plaintiff-applicant is harassing the respondent by filing false and frivolous allegations.”

2.3 Thereafter, upon consideration the learned trial Court vide order dated 18.08.2018 accepted the prayer made on behalf of the respondent-plaintiff thereby restoring the suit filed by him to its original number.

3. Aggrieved thereof, the present revision has been filed.

4. I have heard learned counsel for the parties and gone through the paper book.

5. No doubt in terms of law down by the Hon'ble Supreme Court in ***“Jet Ply Wood Pvt. Ltd. and ors. vs. Madhukar Nowlakha,*** reported as ***2006(2) RCR (Civil)593***, the application preferred at the instance of respondent-plaintiff for seeking withdrawal of his earlier statement and also for restoration of his suit was maintainable under Section 151 CPC, however, in the wake of the fact that the averments made by respondent-plaintiff in his application with respect to non-compliance of the compromise about payment of Rs.85 lakhs were disputed and denied by petitioner-defendant, rather than adjudicating upon the application filed at the instance of respondent-plaintiff merely on the basis of pleadings in the application and also the reply filed by petitioner-defendant, the learned trial Court ought to have afforded an opportunity to both the parties to lead their evidence in support of their respective stands.

6. In view of the above, the order dated 18.08.2018 passed by the learned Additional Civil Judge (Senior Division), Indri is set aside and the matter is remanded to the trial Court for deciding the application filed by the

respondent-plaintiff afresh after affording adequate opportunity to each of the parties to lead their evidence. Considering the fact that the suit filed by respondent-plaintiff is pending adjudication since the year 2015, the learned trial Court is requested to expedite the proceedings.

7. Pending miscellaneous application(s), if any, shall also stand disposed of.

04.05.2026
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(HARKESH MANUJA)
JUDGE

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