



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

**CM Nos.3850-C & 3851-C of 2026 in/and
RSA-4450-2025 (O&M)
Date of Decision: 20.03.2026**

Nitin Modi

..... Applicant/Appellant

Versus

Gaurav Aggarwal and others

..... Respondents

CORAM: HON'BLE MR. JUSTICE MAHABIR SINGH SINDHU

Present:- Mr. Harman Bir Singh Juneja, Advocate
for the applicant/appellant.

Mr. Vishal Garg, Advocate (through V.C.)
along with Caveator/respondent No.1, who is present in Court.

MAHABIR SINGH SINDHU, J.

CM-3850-C-2026

Application for placing on record true copy of
Settlement/Agreement dated 09.02.2026 as Annexure A-1 with further prayer
seeking exemption from filing certified copy thereof.

(2) Notice of application to the non-applicants/respondents.



(3) Mr. Vishal Garg, Advocate (through V.C.) accepts notice on behalf of non-applicant/caveator/respondent No.1, who is also present in Court, and raises no objection to the present application.

(4) In view of above and for the reasons mentioned in application, duly supported by way of an affidavit of applicant/appellant, same is allowed subject to all just exceptions. Annexure A-1 is taken on record. Registry will tag the same at appropriate place.

(5) CM stands disposed off.

CM-3851-C-2026

Application for disposing of main appeal, which is stated to be pending for 21.05.2026 in terms of Settlement/Agreement dated 09.02.2026 (A-1).

(2) Notice of application to the non-applicants/respondents.

(3) Mr. Vishal Garg, Advocate (through V.C.) accepts notice on behalf of non-applicant/caveator/respondent No.1, who is also present in Court, and raises no objection to the present application.

(4) In view of above and for the reasons mentioned in application, duly supported by way of an affidavit of applicant/appellant, same is allowed subject to all just exceptions.

(5) On oral request of learned Counsel for the applicant/appellant, main appeal is preponed and taken on board today itself.

(6) CM stands disposed off.



MAIN CASE

Present appeal has been preferred by plaintiff against the impugned judgment & decree dated 11.11.2025, passed by learned First Appellate Court, whereby his prayer for specific relief was declined; though, alternate relief of money decree to the tune of ₹ 52 Lakh was granted to him.

(2) It transpires that vide order dated 22.01.2026, this Court relegated the parties to appear before the Mediation & Conciliation Centre of this Court for exploring the possibility of some amicable settlement.

(3) Learned Counsel for parties i.e. appellant(s) as well as caveator/respondent No.1 jointly stated that matter has been amicably settled between them.

(4) In pursuance of aforesaid order dated 22.01.2026 (*supra*), report dated 09.02.2026 has been received from learned Mediator, Mediation & Conciliation Centre of this Court. For reference, relevant part of the same reads as under:-

“The following settlement has been arrived at between the parties hereto:

a) That first party and the second party have agreed that the total sale price of complete 100% Share of the House No. 336, Sector 7, Panchkula has been settled and fixed at Rs. 3,44,00,000/- (Rupees Three Crores Forty Four Lacs only) between them which shall be the full and final amount of sale consideration agreed and settled between them. Now, total balance amount of Rs.2,92,00,000/-(Rupees Two Crores Ninty Two Lacs only) after adjusting the decreed amount of Rs.52,00,000/- (Rupees Fifty Two Lacs only)

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shall be paid by the first party to the second party on three different dates i.e. 09.02.2026, 24.02.2026 and final at the time of registration of the sale deed.

b) That it has been agreed between the first and second party that total Payment of Rs.2,92,00,000/- (Rupees Two Crores Ninty Two Lacs only) shall be payable by the first party to the second party and to the third party (on behalf of the second party). An amount of Rs.50,00,000/- (Rupees Fifty Lacs only) shall be paid by the first party to the second party through demand draft/banker's cheque etc. in the following manner:-

Parties Name	Cheque	Amount (Rs.)	Date
Mr. Gaurav Aggarwal	1:- 820886	1:- 10,00,000/-	1:- 09-02-2026
	2:- 820894	2:- 15,00,000/-	2:- 24-02-2026
Mr. Ashwani Kumar Singla	1:- 820887	1:- 62,500/-	1:- 09-02-2026
	2:- 820895	2:- 93,750/-	2:- 24-02-2026
Mr. Ankit Kumar Singla	1:- 820903	1:- 62,500/-	1:- 09-02-2026
	2:- 820902	2:- 93,750/-	2:- 24-02-2026
Mr. Rajan Singla	1:- 820889	1:- 62,500/-	1:- 09-02-2026
	2:- 820897	2:- 93,750/-	2:- 24-02-2026
Ms. Vidhi	1:- 820890	1:- 62,500/-	1:- 09-02-2026
	2:- 820898	2:- 93,750/-	2:- 24-02-2026
Mrs. Anju Aggarwal	1:- 820891	1:- 2,50,000/-	1:- 09-02-2026
	2:- 820899	2:- 3,75,000/-	2:- 24-02-2026
Mrs. Indu Rani	1:- 820892	1:- 2,50,000/-	1:- 09-02-2026
	2:- 820900	2:- 3,75,000/-	2:- 24-02-2026
Mrs. Nisha Garg	1:- 820893	1:- 2,50,000/-	1:- 09-02-2026
	2:- 820901	2:- 3,75,000/-	2:- 24-02-2026

The above said cheques are in possession of the first party and he has given the same to the second party, who all are present today in the Mediation Centre. A photocopy of the cheques duly signed by the person concerned are attached with the present settlement. The first party has assured to honour all the afore-mentioned cheques in due course.



- c) That it is agreed between the parties that the third party is entitled to a sum of Rs.1,00,00,000/- (Rupees One Crore only) including Principal and interest, out of which an amount of Rs.20,00,000/-shall be paid by the second party No.1 on or before 28.02.2026 and further the first party shall pay a sum of Rs.80,00,000/- (Rupees Eighty Lacs only) to the third party on behalf of the second party No.1, at the time of registration of the sale deed of the house in dispute. It is cleared that the amount of Rs.80,00,000/- (Rupees Eighty Lacs only) to be paid by the first party is part of the total settled amount of Rs.2,92,00,000/- (Rupees Two Crores Ninty Two Lacs only) between the first party and the second party. The third party will do the needful for the registration of the property in dispute by giving necessary documents/affidavit/NOC etc. for the same as the learned Addl. Civil Judge (Senior Division), Panchkula vide judgment and decree dated 14.02.2017 restrained the second party No.1 to transfer, mortgage or alienate the house in dispute.*
- d) That it is agreed between first party and the second party that the balance amount of Rs. 1,62,00,000/- (Rupees Once Crore Sixty Two Lacs only), which shall be payable by the first party to the second party at the time of registration of the sale deed and after complying the requirements needed for the same. Out of the balance amount, the first party shall pay a sum of Rs.95,00,000/- (Rupees Ninety Five Lacs only) to second party No.2 to 5 in respect of their shares in property. Remaining amount of Rs.67,00,000/- (Rupees Sixty Seven Lacs only) shall be paid by the first party to the second party No.1. The amount referred in this para shall also be paid through DD/Banker's Cheque/RTGS.*



- e) That it is agreed between all the parties that the second party will duly apply for the 'No Objection Certificate' from the competent authorities with regard to the house in dispute in the first week of March, 2026. After obtaining the necessary documents from the competent authorities, the parties to the settlement shall get the sale deed of the house in dispute registered on or before 09.06.2026. In case, there may be any delay in getting the necessary documents or due to some unforeseen circumstances, both the parties will mutually extend the registration of the sale deed within 15 days further.*
- f) That it is admitted case of both the parties that the possession of the house in dispute is with the first party. The first party is presently residing in the said property. Any property tax unpaid from the period 2009 till the date of registration shall be cleared by the first party. Apart from the property tax, if any outstanding is due qua HUDA or any other authority, shall be cleared by the first party and the expense of such will be paid by the first party only. It is also agreed between the parties that the said sale deed can be registered either in the name of first party or any other person nominated by him on his behalf and in that case, the first party must be a witness in that sale deed.*
- g) That it is agreed between the parties that civil suit challenging the decree dated 30.08.2012 filed by the first party, which is pending before the Civil Courts at Panchkula, shall be withdrawn by the first party on or before the date fixed.*
- h) That it is agreed between the parties that after the execution of the present settlement, the parties may request to the Hon'ble Court for the refund of the Court fees affixed by them in their respective cases.*



i) That it is agreed between the parties that in case, the first party backs out from the terms of the present settlement, then the amount of Rs.50,00,000/- (for which different cheques have been issued) will stand forfeited. Further in case, the second parties No.1 to 5 back out from the terms of the present settlement, then they will have to pay the double of the amount so received by them from the first party. Further in case, the third party backs out from the terms of the present settlement, then he shall pay double the amount so received by him from the respective parties.

9. By signing this Agreement the parties hereto state that they have no further claims or demands against each other with respect to the present dispute, which has been amicably settled by the parties hereto through the process of Conciliation/Mediation and shall not institute any other case against each other with reference to the present dispute.”

Perusal of above extract reveals that parties have settled the matter amicably before learned Mediator; nothing more survives and they do not want to pursue the matter any further.

(5) In view of above, present appeal is disposed off in terms of Settlement/Agreement dated 09.02.2026 (A-1) and impugned decree dated 11.11.2025, passed by learned First Appellate Court, is modified to that extent.

(6) Also clarified that compromise (A-1) entered into between the parties shall form part of decree.

(7) Needless to say that parties shall remain bound by the aforesaid settlement/compromise and in case there is a breach, legal consequences shall follow.



(8) Since matter has been amicably settled; therefore, the Court Fees, affixed on the Memo of Parties of present appeal, be refunded to the appellant(s) in accordance with law by the Registry.

Pending application(s), if any, shall also stand disposed off.

20.03.2026
Gagan/ Harish Kumar

(MAHABIR SINGH SINDHU)
JUDGE

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