HIGH COURT OF UTTARAKHAND AT NAINITAL

CIVIL REVISION No. 107 of 2026

(under Section 25 of the Provincial Small Cause Courts Act, 1887)

Dated : 20th November, 2026

Shri Jawahar Singh Dua and others ..Revisionists

Versus

Aggarwal Charitable Trust and Others --Respondents

Presence:-

Mr. T.S. Bindra, learned counsel (through V.C.) and Ms. Disha Vashistha, learned counsel for the revisionists.

Mr. Sagar Kothari, learned counsel for the respondents.

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1. The present Civil Revision is directed against an order dated 16.05.2026, passed by the learned 3rd Additional District Judge / Judge Small Cause Court, Dehradun in SCC Suit No.51 of 2016. By the said order, the suit filed by the respondents / plaintiffs was decreed. The operative portion of the said order dated 16.05.2026 reads as hereunder:-

> *"वादीगण का वाद प्रतिवादीगण के विरूद्ध आंशिक रूप से सव्यय आज्ञप्त किया जाता है।*
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> *प्रतिवादीगण को आदेशित किया जाता है कि वह एक माह के भीतर विवादास्पद सम्पत्ति (जिसका विवरण वाद पत्र के अन्त में वर्णित है) का कब्जा-वादीगण को प्रदान करें। प्रतिवादीगण द्वारा नियत समय पर कब्जा न देने की स्थिति में वादीगण नियमानुसार प्रतिवादीगण से कब्जा लेने का अधिकारी होंगे।*
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> *प्रतिवादीगण, वादीगण को दिनांक 12.06.2016 से विवादित सम्पत्ति का वास्तविक कब्जा वादीगण को देने की तिथि तक ₹1000/- प्रतिदिन की दर से अन्तकालीन लाभ अदा करेंगे।*
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> *प्रतिवादीगण को यह भी आदेशित किया जाता है कि वह वादीगण को नोटिस खर्चा₹ 3,500/- रूपये अदा करें।*
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> *तद्नुसार आज्ञप्ति तैयार की जाय।"*

2. In the present Civil Revision, an affidavit has been filed by the revisionists as well as by the respondents herein. As per the affidavit, filed by the respondents / plaintiffs, which has been sweared by Mr. Ghanshyam Kumar Agarwal, the following averments have been made in the paragraph no.4, which reads as follows:-

"4. That in order to put a quiet end to the protracted litigation between the parties, and without prejudice to the rights and contentions of the answering respondents, the deponent, on behalf of the answering respondents, is ready and willing to settle the matter with the revisionist on the following terms and conditions: -

(a) That the revisionist shall vacate the shop in question and hand over the vacant, peaceful and physical possession thereof to the answering respondents within a period of three months, i.e. on or before 09.01.2027.

(b) That in the event the revisionist agrees to and complies with the condition contained in clause (a) above and vacates the shop in question and handover peaceful possession thereof within the said period of three months, the answering respondents shall accept payment of damages / mesne profits calculated at the rate of Rs. 500/- (Rupees Five Hundred only) per day with effect from 12.06.2016 till 09.01.2027 i.e. the last date of handing over of vacant possession, in place of Rs.1,000/- (Rupees One Thousand only) per day, and the answering respondents hereby forgo the balance to that extent. In that situation, detail of the amount to

be payable by the revisionist to the answering respondent is as follows:

i.	Arrears of rent and taxes	Rs.12,640.80/-
ii.	Mesne profit from 12.06.2016 till 09.01.2027 i.e. 3865 days @ Rs.500/- per day,	Rs.19,32,500/-
iii.	Cost of Notice	Rs.3,500/-
iv.	Court fees on plaint	Rs.16,480/-
	Total	**Rs.19,65,120.80/-**

Answering Respondent hereby forego the balance to that extent.

(c) That in the event the revisionist agrees to comply with the condition contained in clause (a) above but thereafter seeks or demands any extension of time for vacating the shop in question, the concession contained in clause (b) above shall stand automatically withdrawn and shall be treated as having never been granted, and in such eventuality the revisionist shall be liable to pay damages / mesne profits at the rate of Rs.1,000/- (Rupees One Thousand only) per day with effect from 12.06.2016 till the date of actual handing over of possession, and the answering respondents shall further be at liberty to initiate and pursue all such appropriate legal action and proceedings against the revisionist as may be available to them in law for non-compliance of the said condition.

(d) That out of the amount deposited by the revisionist before the Learned Court below, a sum of Rs. 3,50,000/- (Rupees Three Lakhs Fifty Thousand only) has already been withdrawn by the answering respondents, and the revisionist shall provide the complete details of the remaining deposited amount, as stated by the revisionist i.e. Rs 2,00,000/- by providing copies of challans within 15 days from today. The said sum of Rs. 2,00,000/- (Rupees two Lakhs only) shall be withdrawn by respondents in respect whereof the revisionist shall extend his full cooperation and shall raise no objection whatsoever to the release/withdrawal thereof in favour of the answering respondents from the court below. This amount of Rs. 5,50,000/-shall be adjusted with the

total amount mentioned in clause (b).

(e) That the balance payment as aforesaid shall also be made / released to the answering respondents within a period of three months from today, that is to say, simultaneously with the handing over of the peaceful vacant possession of the shop in question.

(f) That upon the revisionist complying with the aforesaid terms in their entirety, namely, upon handing over of the vacant possession of the shop in question and upon receipt of the entire balance payment by the answering respondents within the said period of three months, the answering respondents shall withdraw the execution proceedings being SCC execution case no. 14 of 2026 pending against the revisionist. In case revisionist fail to comply the aforesaid terms, the answering respondents shall have right to continue the SCC execution case no. 14 of 2026 and execute the decree as it is."

3. It has been stated in paragraph no.5 that the aforesaid terms are being offered by the answering respondents by way of composite settlement, and the same shall be binding upon the parties only if accepted and complied with by the Revisionist in their entirety.

4. The revisionists/ respondents have also filed an affidavit, wherein in paragraph nos.1 to 4 of the said affidavit, following averments have been made:-

"1. That the deponent is the Revisionist No. 1 in the present Civil Revision. The deponent is the Partner of the Revisionist no.2 and he is the Sole Proprietor of Revisionist no. 3. The deponent is fully acquainted with the facts and circumstances of the case.

2. That the Revisionist no.3 was not a party to the litigation but due to error and mistake a decree has been passed against it. The Revisionist no.3 has never been in possession of the property in suit nor has it been its tenant. The tenancy was in the name of the

Revisionist no.2 which is a partnership firm and the Revisionist no.2 was sued through the deponent.

3. That in order to put a quiet end to the protracted litigation between the parties, the deponent, on behalf of the Revisionists, is ready and willing to settle the matter with the Respondents on the following terms and conditions:-

a) That the Revisionist nos. 1 and 2, shall vacate the shop in question and hand over the vacant peaceful and physical possession thereof to the answering respondents on or before 9/1/2027.

b) That damages/ mesne profits awarded by the learned Trial Court shall stand reduced to Rs. 500/- (Rupees Five Hundred only) per day with effect from 12.06.2016 till the date of handing over of vacant possession, in place of Rs. 1,000/- (Rupees One Thousand only) per day.

c) That the sum of Rs. 7,50,000/- deposited by the Revisionist no. 1 and 2 in the learned Trial Court, shall stand adjusted in the decretal amount. Out of this sum, the Respondents have apparently withdrawn part of the amount and the Revisionists shall not oppose the withdrawal of the balance amount. In case there is any mistake in the head of deposit, the Revisionists shall cooperate with the Respondents for correction of the mistake and withdrawal of the amount.

3. That in the event of non vacation of the property on or before the stipulated date i.e. 9/1/2027, the respondents shall be entitled to pursue all their rights and remedies, including execution of the decree, in accordance with law against the Revisionist nos. 1 and 2.

4. That the deponent undertakes to abide by the aforesaid terms and conditions and prays that the same may kindly be taken on record."

5. Learned counsel for the revisionists submits that an amount of Rs.19,65,120.80/- is to be paid by the revisionists to the respondents after adjusting the

amount already paid. He submits that an amount of Rs.3,50,000/- has already been withdrawn by the respondents and the same has to be adjusted in the total amount of Rs.19,65,120.80/-. Learned counsel for the revisionists submits that an amount of Rs.7,50,000/- was deposited by the revisionist nos.1 and 2 before the trial court out of which part of the amount has been withdrawn by the respondents and the revisionists shall not oppose the withdrawal of the balance amount. In case there is any mistake in the head of deposit the revisionists shall cooperate with the respondents for correction of mistake and withdrawal of the amount. The revisionists submits that, in case, an application is filed for withdrawal of the balance amount by the respondents / plaintiffs then full corporation shall be extended on behalf of the revisionists, so that the amount of Rs.4,00,000/- is released in their favour. Thus, an amount of Rs.12,15,120.80 (Rs.19,65,120.80/ minus Rs.7,50,000/-) would be paid by the revisionists to the respondents, and the revisionists shall vacate the shop-in-question and handover the vacant, peaceful and physical possession thereof to the respondents on or before 09.01.2027 as stated in the affidavit.

6. In view of the submission made by the learned

counsel for the parties and taking into consideration the affidavit filed by the revisionists and respondents, the civil revision is disposed of in terms of the settlement reached between the parties.

7. The judgment and order dated 16.05.2026, passed by the learned 3rd Additional District Judge/ Judge Small Cause Court, Dehradun in SCC Suit No.51 of 2016 is modified in terms of the settlement reached between the parties.

(Subhash Upadhyay, J.)
20.11.2026

Pant/