

**Before the Bench of National Lok Adalat.**

**Held on 11.05.2024.**

Nirupama Vs. Prem Lal Soni No. 2-23

Present:- Sh. R..Sharma, Advocate for the plaintiff.  
Sh.Sarpal Singh Thakur, Advocate for the defendants.

The plaintiff has filed the suit seeking declaration that the written agreement dated 25.03.2023 be declared as void. Further seeking a restraint against the respondent from using the aforesaid agreement against the plaintiff in future.

The parties have now amicably resolved the dispute wherein an amount of ₹60,00,000/- which the plaintiff had purportedly paid in pursuance to the agreement stand fully repaid to the plaintiff, last trench of Rs.10,00,000/- and ₹5,00,000/- having been paid by way of cheques on 10.04.2024. Separate statements of both the plaintiff and the defendant have been recorded and placed on record. Since, the defendants has repaid the entire amount the agreement to sell has become infructuous. They have resolved to shelve the deal once and for all.

As a sequel to the agreement having fallen the permission for sale taken by the defendant Prem Lal on 25.05.2023, is also rendered otiose and the same shall also stand cancelled. The Court fee filed by the plaintiff be refunded as per rules. The suit is disposed off in terms of the aforesaid compromise. The agreement of sale dated 25.03.2023, is declared null and void. Ordered accordingly. The file after due completion be consigned to record room.

**( Chirag Bhanu Singh )**  
Presiding Judge,  
National Lok Adalat  
Bilaspur, H.P.

Members

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