

IN THE SUPREME COURT OF INDIA
CIVIL APPELLATE JURISDICTION

CIVIL APPEAL No(s). 8618-8619/2019

PURUSHOTAM DUTT

Appellant(s)

VERSUS

CHANDERLEKHA & ORS.

Respondent(s)

O R D E R

A copy of the settlement deed which has been duly signed by parties, witnessed and attested by notary has been placed on record executed on 15.04.2022.

The disputes pending in these appeals have been settled in terms of this settlement and the terms and conditions of the settlement broadly set out on the last date have been now incorporated in detail as under:

" 1. That this deed of settlement dated 15th April 2022, is made between

- i) Purushotam Dutt hereinafter referred to as Appellant
- ii) Chanderekha hereinafter referred to as Respondent No. 1
- iii) Shashi Kumar hereinafter referred to as Respondent No. 2
- iv) Rajesh Kumar hereinafter referred to as Respondent No. 3

The terms of the settlement shall be binding upon the parties hereto and their respective heirs, successors, assigns and legal representatives.

2. Whereas in the Civil Appeal Nos. 8618-19 of 2019 pending before the Hon'ble Supreme Court, the parties have amicably settled their dispute.

It is agreed as follows :

i) That the land admeasuring 273 square meters out of Khasra No. 3467/1 measuring total 517 sq.mtrs situated in Muhal Sunder Nagar, District Mandi (HP) (hereafter referred to as "said land") is owned by and in possession of Respondent No. 3 and respondent No. 3 has agreed to transfer it to the Appellant by way of sale and handover peaceful physical vacant possession of the said land to the appellant.

(ii) In consideration thereof the amount of Rs. 3,45,000 deposited by the Appellant before the Court of Civil Judge, Sunder Nagar vide DD No. 423810 dated 14.07.15 along with interest accrued thereon will be transferred to the respondent No. 3. An application in this regard be made by the Appellant within 1 week. Further the Appellant in addition hereby agrees to pay to Respondent No. 3 a sum of Rs. 5 lakhs.

iii) The Sale deed in respect of the said land will be registered within one week from the date on which the amount deposited with the Trial Court is transferred to respondent No. 3. All the parties have agreed to cooperate in the

execution and registration of sale deed and abide by terms of this settlement.

iv) The balance consideration of Rs. 5 lakh will be transferred to Respondent No. 3 on the day of the Registration of the Sale deed. All charges related to registration of the Sale Deed will be borne by the Appellant.

v) All pending disputes will come to an end with no further litigation in future relating to this transaction in question.”

We accept the terms of settlement and direct that all the parties shall be bound by the settlement terms which have been incorporated in the order today.

The appeals accordingly stand disposed of in terms of the settlement and a decree be accordingly drawn up.

We appreciate the constructive approach adopted by the parties and the counsels to bring this long drawn out dispute to an end.

.....J.
[SANJAY KISHAN KAUL]

.....J.
[M.M. SUNDRESH]

NEW DELHI;
APRIL 18, 2022.

ITEM NO.3

COURT NO.6

SECTION XIV-A

S U P R E M E C O U R T O F I N D I A
R E C O R D O F P R O C E E D I N G S

Civil Appeal No(s). 8618-8619/2019

PURUSHOTAM DUTT

Appellant(s)

VERSUS

CHANDERLEKHA & ORS.

Respondent(s)

Date : 18-04-2022 These appeals were called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE SANJAY KISHAN KAUL
HON'BLE MR. JUSTICE M.M. SUNDRESHFor Appellant(s) Mrs. Naresh Bakshi, Adv.
Mr. Pai Amit, Adv.
Mr. Tushar Bakshi, AORFor Respondent(s) Mr. Krishnam Mishra, Adv.
Ms. Anisha Upadhyay, AOR

Ms. Radhika Gautam, AOR

Mr. Param Kumar Mishra, adv.
Dr. Vinod Kumar Tewari, AORUPON hearing the counsel the Court made the following
O R D E RThe appeals stand disposed of in terms of
the settlement and a decree be accordingly drawn
up.[CHARANJEET KAUR]
ASTT. REGISTRAR-cum-PS[POONAM VAID]
COURT MASTER (NSH)

[Signed order is placed on the file]