



IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

RSA No.5726 of 2016 (O&M)

Date of Order:21.04.2025

Suman and another

.Appellants

Versus

Pappu and others

..Respondents

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present: Mr. Kulvir Narwal, Advocate
Mr. Abhisar Chaudhary, Advocate
Ms. Geetanjali Bhatia, Advocate,
for the appellants.

Mr. Manoj Makkar, Advocate
for the respondents.

Mr. Sartaj Singh Gill, Advocate
for the applicant (in CM-8690-C-2023)

ANIL KSHETARPAL, JUDGE (Oral)

1. This is the defendants' regular second appeal against the judgment passed by the First Appellate Court which in turn has reversed the trial court's judgment.

2. On 09.04.2025, the following order was passed:-

“Learned counsel for the appellants contends that the plaintiffs accepted refund of Rs.70,000/- out of total payment of Rs.1,10,000/- payable by defendants in order to cancel the agreement to sell. He submits that the plaintiffs while filing the suit did not disclose this fact.

It may be noted here that perusal of settlement deed Mark-A proves that plaintiffs had paid Rs.89,000/- to defendant No.1 and 2 and it was agreed that the defendants will return Rs.1,10,000/- in order to cancel the agreement to sell. Moreover, perusal of Ex.RW5/A



proves that defendants had in fact taken loan of Rs.89,000/-, which along with interest was refundable. The amount was calculated at Rs.1,10,000/- out of which Rs.70,000/- was returned.

The plaintiffs while filing the suit have not disclosed these facts.

Keeping in view the aforesaid facts, the parties are directed to remain present on the next date of hearing.

List on 21.04.2025, in the urgent list.”

3. Today the parties are present in the court. They have filed a deed of settlement arrived at between the parties. The appellants have agreed to return the remaining amount of Rs.41,000/- to the plaintiff-Pappu within a period of 15 days along with interest @ 12% per annum from 20.01.2009, till realization.
4. The deed of settlement is signed as witnesses by the learned counsel representing the parties.
5. In view of the aforesaid development, the appeal is disposed of in terms of the settlement which shall form part of the decree. The deed of settlement is taken on record as mark-'C-1'.
6. There is an application filed by Canara Bank for impleadment and vacation of interim order.
7. It is averred by the applicant that the appellants have mortgaged the property while borrowing the loan from the applicant-bank, in which there is a default, resulting in initiation of proceedings under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002. There is a settlement in the appeal, hence, the applicant will have liberty to proceed in accordance with law.
8. If there is default in payment of the amount as agreed, the



respondents will have the liberty to file an application for revival.

9. All the pending miscellaneous applications, if any, are also disposed of.

(ANIL KSHETARPAL)
JUDGE

April 21, 2025

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