

IN THE COURT OF JUDGE SMALL CAUSES LUCKNOW

R.S.No.373 of 2017

Bhupendra Singh

.....Plaintiff

Versus

Gopal Sharma and another

.....Defendants

FF:03.02.2020

APPLICATION UNDER ORDER XXIII RULE 3 CODE OF CIVIL

PROCEDURE FOR COMPROMISE

The parties to the above noted suit most humbly and respectfully submit as under:-

1. That the plaintiff has filed the above noted suit for specific performance of contract and perpetual injunction on 24.02.2014 in the court of learned Civil Judge (SD) Lucknow and the defendants have already submitted their written statement(A-26) and thereafter the suit was transfer to the court of learned First Additional Judge Small Causes and now the suit has been transferred to this Hon'ble Court for disposal in accordance to law.
2. That the parties to the suit have settled their dispute amicably outside the court after the intervention of some respectable person of the society and common friends of both the parties and arrived into the following terms and conditions:-
 - (i) The plaintiff after receiving a sum of Rs.15,00,000/- (fifteen lacs) through (1) Demand Draft No.000215 dated

14.01.2020 amounting Rs.450,000/- Axis Bank Hazratganj Branch Lucknow, (2) Demand Draft No.572500 dated 14.01.2020 amounting Rs.5,50,000/- State Bank of India Nagar Mahapalika Branch Lucknow and (3) Demand Draft No.595756 dated 15.01.2020 amounting Rs.5,00,000/- Indian Overseas Bank Nari Shiksha Niketan Branch Lucknow and executed a receipt after receiving total amount of Rs.15,00,000/- as per description given in aforesaid three bank drafts and the plaintiff has got the registered agreement to sell dated 15.11.2010 executed by the defendants in his favour cancelled from the office of Sub-Registrar Lucknow by executing cancellation deed dated 03.02.2020.

- (ii) The plaintiff will have no objection incase the original registered agreement to sell dated 15.11.2010 which is in original filed by the plaintiff in the judicial record is returned back to the defendants.
- (iii) The plaintiff has also handed over the original sale deed (title deed) and other original documents pertaining to the suit property to the defendants.
- (iv) The parties also agreed that they will withdraw all the criminal cases if any found against each other regarding the suit property and now there is nothing due against the defendants and the plaintiff has already received back all the amount paid by him together with the amount of

litigation expenses and damages from the defendants and now there is nothing due against each other.

- (v) The parties will bear their respective cost themselves and this compromise shall be part of compromise decree between the parties.

PRAYER

It is, therefore most respectfully prayed that the Hon'ble Court be pleased to decide the above noted suit between the parties on the basis of aforesaid compromise and the compromise be made the part of the decree.

Lucknow

Dated:03.02.2020

Plaintiff

Defendants

VERIFICATION

We, the above noted parties to the suit do hereby verify that the contents of para 1 and 2 of this compromise application are true to our personal knowledge.

Signed and Verified this 3rd day of February 2020 at Lucknow.

Lucknow

Dated:03.02.2020

Plaintiff

Defendants

(Vivek Rai)

(x)

Advocate

Advocate

Counsel for Plaintiff

Counsel for Defendants