

IN THE HIGH COURT OF HIMACHAL PRADESH, SHIMLA

**COMS No.8 of 2025
Date of Decision: 25.03.2026**

Sh. Dharmvir Aggarwal

.....Plaintiff

Versus

Sh. Sahil Gupta & Ors.

.....Defendants

Coram

**Hon'ble Mr. Justice Sandeep Sharma, Judge.
Whether approved for reporting?**

For the plaintiff: Mr. Devender K. Sharma, Advocate.

For the defendants: Mr. R.K. Bawa, Senior Advocate with Mr. Ajay K. Sharma, Advocate, for defendant No.1.

Mr. Naresh K. Gupta, Advocate, for defendants No.2 and 3.

Mr. Digvijay Singh, Advocate, for defendants No.4 to 6.

Sandeep Sharma, J. (Oral)

OMP No.160 of 2026

By way of instant application filed under Order 23 Rule 3 read with Section 151 CPC, permission has been sought by the parties to the *lis* to place on record compromise deed, whereby they have resolved to settle the dispute amicably *inter se* them.

2. From the careful perusal of averments contained in the application as well as affidavits of both the parties annexed therewith, this Court finds that in terms of compromise, parties have amicably settled the dispute *inter se* them, as such, prayer has been made to

place on record compromise deed. Plaintiff, namely Mr. Dharmvir Aggarwal and defendant No.1, namely Mr. Sahil Gupta, who have come present in person and are identified/represented by their respective counsels, state on oath before this Court that they, of their own volition and without any external pressure, have entered into compromise, whereby they have resolved to settle the dispute amicably *inter se* them. They state that compromise deed placed on record along with application dated 19.03.2026 bears their signatures and they shall act in accordance with terms and conditions contained in the same. They further state that in the event of default, if any, made on their part to abide by terms and conditions contained in the compromise deed, they shall render themselves liable for penal consequences and as well as contempt of Court.

3. In view of aforesaid, this Court sees no impediment in accepting the prayer made in the instant application and accordingly, the same is allowed and compromise deed intended to be placed on record is ordered to be taken on record and exhibited as P-X.

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4. Plaintiff filed suit for specific performance of the Agreement to Sell-cum-Memorandum dated 15.06.2022, seeking delivery of possession of the suit property by execution of the sale deed in terms thereof. The plaintiff also sought a decree of permanent

prohibitory injunction in respect of the suit property and a decree of declaration declaring the sale deeds executed by defendant No. 1 in favour of defendants No. 2 to 6 as null and void. In the alternative, plaintiff prayed for recovery of Rs.3,14,00,000/- from the date of execution of agreement till date of actual realization along with interest at the rate of 18% per annum and damages.

5. In terms of notices issued in the instant proceedings, defendants No.4 to 6 filed written statement, but before afore suit could be heard and decided on its own merits, parties to the *lis* have entered into compromise, whereby they have resolved to settle the dispute amicably *inter se* them.

6. Pursuant to compromise, as detailed hereinabove, parties to the *lis* filed joint application under Order 23 Rule 3 read with Section 151 CPC, praying therein for passing of compromise decree, which prayer of them has already been allowed. Since parties have already settled the dispute amicably *inter se* them, nothing remains to be adjudicated in the instant proceedings and accordingly, the same is decreed as per terms and conditions of the compromise deed Ext.PX, which shall form part of the order/record. Registry to draw decree accordingly. Needless to say, plaintiff shall be entitled to refund of court fees in accordance with rules.

March 25, 2026
(*sunil*)

(Sandeep Sharma),
Judge