**COMPROMISE WITH REGARD TO IMMOVABLE PROPERTY IN A MATTER PENDING IN A COURT OF LAW**

[[Name of the Court and Place]]

In the matter of :

 [[Entity: Choice (( Name of the person(s)), (“company”, "corporation", "limited liability partnership", "limited partnership", "proprietorship firm")]], a company, duly incorporated and registered under the Companies Act, 1956, with its principal place of business located at [[Company Address]], (the “Company”), through its [[Authorised signatory: Name of the Person]], (the “Owner”).

. . . CLAIMANT

And

[[Entity: Choice (( Name of the person(s)), (“company”, "corporation", "limited liability partnership", "limited partnership", "proprietorship firm")]], (the "Agency"), a company, duly incorporated and registered under the Companies Act, 1956, with its principal place of business located at [[Company Address]], (the “Company”), through its [[Authorised signatory: Name of the Person]], (the “Agent”).

. . . RESPONDENT

[[Provision under which the Application is filed]]

**APPLICATION UNDER ORDER XXIII, RULE 3, C.P.C.**

To

The Hon’ble Judge of the aforesaid Court

The applicants most humbly swath as under :

1. That in the aforesaid appeal both the parties to the aforesaid appeal have entered into a compromise on **(Date)**

2. That the plaintiff/appellant/has agreed to withdraw his appeal in pursuance of the aforesaid compromise.

3. That the plaintiff/appellant states that he has no claim in respect with the disputed property. The disputed property belongs exclusively to the defendant/respondent who is the sole owner in possession of the suit property.

4. That the defendant/respondent foregoes the cost of the litigation.

It is, therefore, most respectfully prayed that the Hon’ble Court may be pleased to dismiss the aforesaid appeal as withdrawn.

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PLAINTIFF/APPELLANT

 [[Plaintiff/Appellant Email: Identity | Signature]]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*\*[[Name | Uppercase]]\*\*

[[Address]]

[[Contact]]

DEFENDANT/RESPONDENT

 [[Defendant/Respondent

Email: Identity | Signature]]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*\*[[Name | Uppercase]]\*\*

[[Address]]

[[Contact]]

APPELLANT COUNSEL

[[Appellant Counsel Email: Identity | Signature]]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*\*[[Name | Uppercase]]\*\*

[[Address]]

[[Contact]]

DEFENDANT COUNSEL

[[Defendant Counsel Email: Identity | Signature]]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*\*[[Name | Uppercase]]\*\*

[[Address]]

[[Contact]]

**COMPROMISE IN CRIMINAL PROSECUTION FOR DEFAMATION**

This Agreement (this “Agreement”) is entered into as of [[Effective Date]] (the ‘’Effective Date’’).

**BETWEEN:** [[Entity: Choice (( Name of the person(s)), (“company”, "corporation", "limited liability partnership", "limited partnership", "proprietorship firm")]], a company, duly incorporated and registered under the Companies Act, 1956, with its principal place of business located at [[Company Address]], (the “Company”), through its [[Authorised signatory: Name of the Person]], (hereinafter called the “person defamed”).

**AND:** [[Entity: Choice (( Name of the person(s)), (“company”, "corporation", "limited liability partnership", "limited partnership", "proprietorship firm")]], (the "Agency"), a company, duly incorporated and registered under the Companies Act, 1956, with its principal place of business located at [[Company Address]], (the “Company”), through its [[Authorised signatory: Name of the Person]], (hereinafter called the “accused”).

**PREAMBLE**

WHEREAS the [[name of the newspaper]] daily newspaper, dated [[date]] contained a defamatory article with false allegation against the person defamed.

WHEREAS after reading the aforesaid article the reputation of the person defamed was considerably lowered in the eyes of decent and reasonable people.

WHEREAS the defamed person initiated the prosecution of the Editor of the newspaper and the Managing Director of the aforesaid newspaper under Section 501 of the Indian Penal Code, 1860.

WHEREAS the Managing Director of the aforesaid newspaper approached the person defamed and requested him to put an end to the aforesaid criminal proceedings. The person defamed agreed to enter into a compromise on the terms stated hereinafter.

NOW THIS COMPROMISE WITNESSES AS UNDER :

1. That the [[Name]] daily newspaper in its edition dated [[dated]] shall contain a public apology for printing the aforesaid false and defamatory article against the person defamed.
2. That the management of the [[Name]] daily newspaper shall pay an amount of Rs[[Amount]]as compensation towards costs of litigation to the person defamed.
3. That the person defamed shall withdraw the aforesaid criminal proceedings which are registered as Criminal case number [[No.]] of [[Year]] Mr [[Name of Party]] Vs Mr [[Name of Party]] pending in the Court of [[Name of Court]].
4. That any other condition which the parties may agree to.

In witness whereof both the parties have signed the compromise deed on the day and date first before mentioned.

\*\*[[Party A | Uppercase]]\*\* \*\*[[Party B | Uppercase]]\*\*

[[Party A Signatory Email: Identity | Signature]] [[Party B Signatory Email: Identity | Signature]]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: [[Party A Signatory Name]] By: [[Party B Signatory Name]]

Title: [[Party A Signatory Title]] Title: [[Party B Signatory Title]]

WITNESSES

1. [[Name of the Witness: Witness A]] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[[Address of the Witness A]] [[Witness A Signatory Email: Identity | Signature]]

[[Passport Size Photo: Image]]

1. [[Name of the Witness: Witness B]] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[[Address of the Witness B]] [[Witness B Signatory Email: Identity | Signature]]

[[Passport Size Photo: Image]]