

**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

**Civil Writ Petition No. 3955 of 2010 (O&M)
Date of Decision: 6.10.2016**

M/s Lavish Build Mart Private Limited

.....Petitioner

Vs.

State of Haryana and others

.....Respondents

CORAM : HON'BLE MR. JUSTICE RAMESHWAR SINGH MALIK

Present : Mr. Amandeep Singh, Advocate
for the petitioner.

Mr. R.K. Doon, AAG, Haryana.

Mr. Rupinder S. Khosla, Sr. Advocate with
Mr. Ishrat Phulka, Advocate
for respondent No.5 to 7.

Mr. Sushil K. Sharma, Advocate
for the applicant in CM No. 12876 of 2016..

RAMESHWAR SINGH MALIK J. (ORAL)

CM No. 12910 of 2016 & Civil Writ Petition No. 3955 of 2010

Applicant seeks disposal of the writ petition in terms of the compromise dated 15.9.2016, arrived at between the parties, from pages 18 to 45 of this application.

Notice of the application to the counsel opposite.

Ms. Ishrat Phulka, Advocate, accepts notice on behalf of respondents No. 5 to 7.

Mr. R.K. Doon, AAG, Haryana, accepts notice on behalf of respondents No. 1 to 4.

Amit Kumar
2016.10.17 14:18
I attest to the accuracy and
integrity of this document

Learned counsel for the State submits that since the *lis* is between the petitioner and private respondents, he has got no objection in case the present writ petition is disposed of in terms of the settlement arrived at between the parties.

Sh. R.S. Khosla, Sr. Advocate, appearing on behalf of respondent No.5 to 7 also fairly states that since the parties have settled the matter amicably vide abovesaid settlement deed dated 15.9.2016, let the present writ petition be allowed in terms of the compromise.

In view of the abovesaid common stand taken by learned counsel for the parties, instant application is allowed as prayed for.

Consequently, impugned order dated 18.1.2010 (Annexure P-7), passed by the Financial Commissioner in ROR 562/2008/09 is set aside and the writ petition is allowed in terms of the settlement agreement dated 15.9.2016. The settlement agreement shall form part of the present order. It goes without saying that parties to the settlement agreement shall remain bound by the terms and conditions thereof. Consequences would follow.

All other pending civil miscellaneous applications shall also stand disposed of, accordingly.

(RAMESHWAR SINGH MALIK)
JUDGE

6.10.2016
Ak Sharma

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