

IN THE HIGH COURT OF PUNJAB & HARYANA AT
CHANDIGARH

Letters Patent Appeal No.1314 of 2014 (O&M)

Date of Decision: February 29, 2016

The Chetna Cooperative Group Housing Society Limited

.....Appellant

versus

State of Haryana and others

.....Respondents

CORAM: HON'BLE MR.JUSTICE SURYA KANT.
HON'BLE MR.JUSTICE P.B.BAJANTHRI.

Present: Ms.Salina Chalana, Advocate, for the appellants
Mr.Arun Gupta, Advocate, for respondent No.3.

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1. Whether Reporters of Local papers may be allowed to see the judgment?
2. To be referred to the Reporters or not?
3. Whether the judgment should be reported in the Digest?

Surya Kant, J. (Oral)

The matter was referred to the Mediation and Conciliation Centre of this Court to explore the possibility of amicable settlement. The mediation in this case has been successful as the parties have compromised and settled the terms and conditions. The Settlement Agreement dated 29.01.2016 signed by the President, Secretary and one of the Member of the appellant-Society on one hand and the contesting respondent (respondent No.3) on the other, in the presence of the Mediator, has also been placed on record. The terms and conditions of the Settlement are contained in para No.6 of the Settlement Agreement, which are to the following effect:-

“6. The following settlement has been arrived at between the parties hereto:-

(a) The parties have concluded that appellant-Society will pay a sum of Rs.37,50,000/- (Rupees Thirty Seven Lacs and Fifty Thousand only) to respondent No.3 Col. S.S.Randhawa in lump sum to settle his all claims towards the society past, present and future and Col. S.S.Randhawa accepts the same.

(b) The parties have also agreed that the amount of Rs.37,50,000/- (Rupees Thirty Seven Lacs and Fifty Thousand only) shall be paid in following manner:-

(i) That the first instalment of Rs.9,50,000/- (Rupees Nine Lacs and Fifty Thousand only) shall be paid by way of bank draft in favour of Col. Sukhjinder Singh Randhawa-respondent No.3 on or before 29.02.2016 i.e., after the acceptance of settlement/agreement by the Hon'ble High Court.

(ii) That the second instalment of Rs.9,50,000/- (Rupees Nine Lacs and Fifty Thousand only) shall be paid by way of bank draft in favour of Col. Sukhjinder Singh Randhawa-respondent No.3 on or before 29.04.2016.

(iii) That the third instalment of Rs.9,50,000/- (Rupees Nine Lacs and Fifty Thousand only) shall be paid by way of bank draft in favour of Col. Sukhinder Singh Randhawa-respondent No.3 on

or before 29.06.2016.

(iv) That the fourth and final instalment of Rs.9,00,000/- (Rupees Nine Lacs only) shall be paid by way of bank draft in favour of Col. Sukhjinder Singh Randhawa-respondent No.3 on or before 29.08.2016.

It is agreed that the drafts of payments shall be given to respondent No.3 Col.Sukhinder Singh Randhawa against proper receipt.

- (c) That both the parties have concluded that after the payment of Rs.37,50,000/- (Rupees Thirty Seven Lacs Fifty Thousand only), respondent No.3-Col. S.S.Randhawa or his legal heirs shall not be entitled to any claim towards the society or its members.
- (d) That respondent No.3-Col. S.S.Randhawa has also agreed that whatever amount is paid by him or by his successor i.e. Sh.S.S.Chahal will not be refunded to him as the same has been adjusted by the society in the above amount.
- (e) That both the parties have concluded that after this settlement deed, they will not file any civil or criminal litigation against each other or before any forum. Both the parties will also not file any litigation against each other for any kind of harassment faced by them and will not claim any amount of litigation against each other as all the claims of both the parties have been settled in lump sum of Rs.37,50,000/-.....”

[2] Clause-9 of the Settlement further recites that the parties have entered into the compromise without any pressure and have happily agreed to abide by the terms and conditions of the agreement. Clause-10 thereafter recites as follows:-

“...10. It has been further agreed between the parties that if the first party backs out from the terms of the present settlement, the amount so paid by the first party shall be forfeited and the second party is at liberty to take recourse of law. In the same manner, if the second party backs out from any terms of the present settlement, then in that case, he is liable to pay the amount he has received and the first party is at liberty to take recourse of law as available to them.

[3] In this view of the matter, the instant letters patent appeal is disposed of, modifying the order passed by the learned Single Judge. Resultantly, the writ petition stands disposed of as per the above agreed terms and conditions between the parties who are directed to abide by such agreed terms and conditions.

[4] Ordered accordingly.

[5] Dasti.

[SURYA KANT]
JUDGE

February 29, 2016
mohinder

[P.B.BAJANTHRI]
JUDGE