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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

\+ CM(M) 772/2016

PUNJAB NATIONAL BANK ..... Petitioner

Through Mr. B.K. Mishra, Advocate.

versus

MAHAVEER SINGH & ORS ..... Respondents

Through None

CORAM:
HON'BLE MR. JUSTICE JAYANT NATH

<u>O R D E R</u>

% **17.08.2016**

1. By the present petition, the petitioner seeks to impugn the order dated 14.05.2016 by which the respondent was permitted to make the balance payment of Rs.4,47,017/- in six equal monthly instalments.

2. The petitioner had filed a suit for recovery of Rs.9,88,635/- against the respondents. The matter was settled before the Mediation Centre on 23.01.2010 whereby it was agreed that after receipt of Rs.9,88,635/- by the petitioner, the petitioner shall not claim any amount qua interest or penalty or other charges from the respondent. It was also agreed that the respondent is excepting the amount within the period of six months and that the respondent shall make the payment as soon as it accrues to the respondent. Based on the said compromise, the statements of the parties were recorded. In view of the said statement made by the respondent, the petitioner withdrew his suit.

3. Learned counsel appearing for the petitioner submits that the respondent is in default and hence, the impugned order has wrongly directed the respondent to only pay the balance sum of Rs. 4,47,017/-. It is submitted that the respondent is liable to pay interest also inasmuch as under the original Settlement Deed dated 23.01.2010, the respondent was to make the payment within a period of six months.

4. It was posed to the learned counsel for the petitioner as to under what provision of the compromise agreement dated 23.01.2010, the petitioner is claiming interest on the delayed payments made by the respondent. Learned counsel for the petitioner is unable to show any clause from the said agreement but submits that because of default, the respondent is liable to pay interest.

5. In my opinion, the contention of the petitioner is misplaced. The agreement between the parties dated 23.01.2010 does not stipulate payment of interest by the respondent in case the respondent does not make the payment within the stated period of six months. In fact the clause i.e. Clause 7 regarding the period of payment to be made by the respondent itself is vague.

6. Further the suit was withdrawn by the petitioner making the following statement:

> "**Statement of Sh.B.K.Mishra, Advocate, Counsel for plaintiff.**
>
> Without Oath
>
> I have no objection to withdraw the present case in view of statement of defendants. If defendant failed to pay the amount to the bank as per compromise dated 30.01.2010 bank shall be liberty to file execution proceedings against the

defendant to recover the said amount. Plaintiff will at liberty to withdraw the court fees of the present case after satisfaction of the suit amount."

7. Accordingly, in the absence of any clause in the compromise agreement regarding payment of interest, the contention of the petitioner is misplaced.

8. The present petition is without any merit and is dismissed.

JAYANT NATH, J

AUGUST 17, 2016
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