

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

COCP No. 1026 of 2017

Date of Decision : 06.06.2017

Ripudaman Singh Malik & ors.

.....Petitioners

Vs.

Sudhir Verma

.....Respondent

CORAM: HON'BLE MR. RAJAN GUPTA

Present: B.S. Gulani, Advocate for the petitioners.

RAJAN GUPTA, J

Petitioners allege that respondent has violated a compromise arrived at between the parties before the Rent Controller, U.T. Chandigarh. In view of same, Rent Controller disposed of the case vide order dated 07.05.2016. However, cheques issued by respondent in lieu of the compromise bounced due to insufficient funds in his account. Petitioners, thus seek indulgence of this Hon'ble court to take cognizance of the conduct of respondent in backing out from the compromise. I find the prayer totally misconceived. Compromise is stated to have entered into before the Rent Controller, U.T. Chandigarh. Entire record of the case is available with the said court. It is up to the petitioners to decide the course of action to be adopted as per law. There can be no dispute with the proposition of law laid down in judgment reported as *The Board of Trustees of the Port of Mumbai*

vs. *Nikhil N. Gupta & anr. 2015(4) RCR (Civil) 288.* However, it is inexplicable how same is applicable to the facts of the instant case. Petition is, thus without any merit and is hereby dismissed.

June 06,2017

(RAJAN GUPTA)
JUDGE

Whether speaking/reasoned: Yes/No

Whether reportable: Yes/No