

In the High Court of Punjab and Haryana, at Chandigarh

Letters Patent Appeal No. 2110 of 2014 (O&M)

Date of Decision: 15.03.2017

Kawaljit Singh Walia

... Appellant(s)

Versus

Pankaj Kochhar and Others

... Respondent(s)

**CORAM: Hon'ble Mr. Justice Mahesh Grover.
Hon'ble Mr. Justice Shekher Dhawan.**

Present: Appellant-Kawaljit Singh Walia in person.

Mr. Shakti Mehta, Advocate
for Mr. Sandeep Khunger, Advocate
for respondent No.1.

Mr. Vikas Chatrath, Advocate
for respondents No.2 to 4.

Mahesh Grover, J.

The instant matter was referred to the mediation, where with the efforts of the Mediator, the parties have entered into a settlement, which we may extract here-in-below:-

“1. Disputes and differences had arisen between the parties as the appellant was aggrieved against the order passed by Hon'ble Single Bench and accordingly LPA No. 2110 of 2014 titled as “Kawaljit Singh Walia Vs. Pankaj Kochhar and Others” was filed by the appellant before the Hon'ble High Court.

2. The matter was referred to Mediation and Conciliation Centre vide an order dated 17.01.2017 passed by Hon'ble Mr. Justice Mahesh Grover and Hon'ble Mr. Justice Dr. Shekhar

Dhawan.

3. *Th parties agreed that Mr. H.S.Grewal, Advocate would act as their Conciliator/Mediator in the matter of Mediation and Conciliation proceedings.*

4. *The parties hereto confirm and declare that they have voluntarily and of their own free will arrived at this Settlement/Agreement in the presence of the Mediator/Conciliator.*

5. *The following settlement has been arrived at between the parties hereto:-*

a) *That both the parties have agreed that the above mentioned LPA bearing No. 2110 of 2014 titled as “Kawaljit Singh Walia Vs. Pankaj Kochar and Others” may be disposed of in terms of the present settlement/agreement dated 8.2.2017.*

b) *The first party was ordered to be convicted by the Court of JMIC, Chandigarh vide the judgment dated 5.10.2015 under Section 138 of the Negotiable instrument Act (NIA) and the first party challenged the said order by filing an appeal which is pending in the Court of Shri J.S.Sidhu, Addl. Sessions Judge, Chandigarh. The said appeal was referred to Lok Adalat and is now listed before the Lok Adalat for 11.02.2017. Before the Lok Adalat the first party shall hand over a draft of Rs.7,00,000 (Rs. Seven Lacs only) as full and final settlement/payment. On payment of the said amount of Rs.7,00,000/-, the second party shall have no objection if the said appeal is allowed by the Court of Addl. Sessions Judge, Chandigarh or Lok Adalat/Mediation and the order of conviction as well as order of fine is set*

aside. For the said purpose if any statement is required to be recorded, the second party will appear before the Court of Addl. Sessions Judge or the Lok Adalat/Mediation, where the matter has been referred to for amicable settlement.

- c) That the first party shall withdraw complaint filed by him under Section 156(3) Code of Civil Procedure titles as 'Kawaljit Singh Walia Vs. Pankaj Kochar and others' which is pending in the Court of Shri Parveen Kumar, JMIC, Chandigarh which has been referred to Lok Adalat. Further, the first party shall not initiate any Civil or Criminal complaint/ case against the first party (sic) in any Court of law.*
- d) That on payment of amount of Rs.7,00,000/- as mentioned above, the second party shall have no objection if the possession of Mercedes car bearing registration No. CH-03-H-0001, model 2002 is taken by the first party. The said vehicle is lying parked in the premises owned by the second party and the first party shall take the possession of the vehicle on as is where is basis and the vehicle shall be transported from that place by first party at his own risk and cost.*
- e) That the second party shall submit the original registration certificate (R.C.) of the vehicle in question before the Registering and Licensing Authority, Chandigarh and further shall have no objection if the lien which has been created in the name of the second party by the order of the Writ Court is removed and the ownership is kept in the name of the first party free from all encumbrances. If for the said purpose, the signatures of the*

*second party are required on any document/ form,
the second party shall sign the same.*

6. *By signing this Agreement the parties hereto state that they have no further claims or demands against each other with respect to the suit/claim/proceedings filed by first party and all the disputes and differences in this regard have been amicably settled by the parties hereto through the process of Conciliation/ Mediation and shall not institute any other case against each other with reference to the present claim.*

7. *That the parties undertake before the Hon'ble Court to abide by the terms and conditions set out in the agreement and not to dispute the same hereinafter in future.*

8. *That the parties to this agreement hereby state that they have read the agreement, that they have understood the contents thereof and their execution of agreement is voluntary. Each party has relied upon or has had the opportunity to seek legal advice of their counsel.*

9. *The execution of this agreement, each signatory acknowledges receipt of fully executed duplicate/ original of this agreement.*

10. *That it has been further agreed between the parties that in case of necessity, both the parties shall be free to present the copy of the above compromise before any authority or Court if the same is required to witness the execution of the compromise or to settle any pending controversy between the parties.”*

Both the parties have agreed that the entire litigation *inter se* between them would come to an end. The parties are present in the Court and have stated so by getting their statements recorded separately to this effect. Both have also stated that they would be bound by the terms of the

Consequently, while disposing of the appeal in terms of the settlement, we further direct that appropriate steps shall be taken by the Registration & Licensing Authority, Union Territory, Chandigarh to liberate the registration of the vehicle from the lien of respondent No.1.

(Mahesh Grover)
Judge

(Shekher Dhawan)
Judge

March 15, 2017
“DK”

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