

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

CWP No.13202 of 2017

Date of Decision: 30.11.2018

Udaiveer Singh

.....Petitioner

Versus

Appellate Tribunal-cum-District Magistrate Gurugram and another

.....Respondents

CORAM: HON'BLE MR. JUSTICE TEJINDER SINGH DHINDSA

Present:- Mr. Rajesh Arora, Advocate for the petitioner.
Mr. Yashveer Kharb, Advocate for respondent No.2.

TEJINDER SINGH DHINDSA J.(ORAL)

Challenge in the instant petition was to the order dated 27.04.2017 (Annexure P-9) passed by the Appellate Tribunal-cum-District Magistrate, Gurugram under the Maintenance and Welfare of Parents and Senior Citizens Act, 2007.

Admittedly, parties had been referred to the Mediation and Conciliation Centre of this Court to explore the possibility of an amicable settlement-compromise.

Placed on record is a settlement/compromise agreement dated 13.08.2018 facilitated with the intervention of Mr. Pankaj Mehta, Mediator. The settlement/compromise in its entirety is reproduced hereunder:-

Mediation case No.1068 of 2018

Civil Writ petition 13202 of 2017

Udaiveer Singh

Vs.

Appellate Tribunal-Cum-District Magistrate & another

Present : Udaiveer Singh-petitioner alongwith his counsel.

Pushplata Singh-respondent No.2 alongwith her counsel

SETTLEMENT/COMPROMISE

This settlement/Agreement is entered between

Udaiveer Singh son of Late Shri Dr. Brijanand, aged 50 years, resident of H. No. 3179, Sector 23-23A, Urban Estate, Gurugram (Haryana).

First Party

AND

Smt. Pushplata Singh W/o Late Dr. Brijanand, aged 50 years, Permanent resident of H. No. 3179, Sector 23-23A, Urban Estate, Gurugram (Haryana). At present R/o H.No. 3955, Phari Dheraj Gali, Ahiran, Delhi-06

Second Party

On this day of 13th August, 2018,

WHEREAS

The Brief facts of the case are:-

That the father of the Petitioner/Ist party Shri Brijanand son of Bhadur Singh retired from I.R.C.C, in the year 1999-2000 as Manager. Father of the first party got married with Smt. Kamal Singh legally as per Hindu rites and ceremonies in the year 1962. From the wedlock three sons got birth Udaiveer Singh-Petitioner/Ist Party, Abheyveer Singh and Dharamveer Singh. The marriage between original mother and father of the Ist Party was dissolved by passing decree of divorce dated 09.03.1979 by the court of Prl. Civil Judge, B'lore City in petition M.C. No. 119 of 1978. The second party claims herself to be married on 14.04.1980 with the father of the Ist Party. The father of the Ist party purchased one plot no. 3179 sector 23, Part-II at Gurgaon measuring 250 Sq. Yards from the Haryana Urban Development Authority (HUDA) in the name of the second Party on 26.08.1986. The father of the First party died on 5th June 2015 and the original mother of the Ist Party Smt. Kamla Singh died on 13.05.2016. On account of the property situated at Gurgaon in sector 23 PART II, plot no. 3179 measuring 250 Sq. yards, the dispute arose between the present parties and matter reached to the Hon'ble High Court in case CWP 13202 OF 2017 under application under section 21 of Maintenance and Welfare of Parents & Senior Citizen Act, 2007.

1. The matter was referred to Mediation /Conciliation centre vide earlier order dated 14.03.2018 by the Hon'ble High Court and after conducting long hours of Mediation the matter was sent back with prayer for granting extension of time. Again the matter was referred to Mediation and Conciliation Centre vide order dated 02.07.2018 while allowing the prayer

for granting extension of time.

2. The parties agreed that Mr. Pankaj Mehta, Advocate would act as their conciliator/Mediator in this matter of Mediation and Conciliation Proceedings.

3. The Parties with the assistance of Mediator have voluntarily arrived at an amicable solution resolving their disputes and differences.

4. That apart from the present Civil Writ Petition No. 13202 of 2017, the following cases are pending between the parties:-

(A). Petition under section 276 of the Indian Succession Act for grant of probate in respect of will dated 15.04.2013 was filed by the Ist party which was dismissed on 04.01.2017 by the ADJ, Gurgaon. From aggrieved the order dated 04.01.2017 passed by ADJ, the FAO bearing no. 1016 of 2017 was filed. Which was dismissed in default for want of prosecution on 17.07.2017 and is pending before the Hon'ble High Court.

*(B). Suit for Possession by way of Partition with a prayer for permanent injunction was filed by the Ist Party alongwith his brothers namely Dharamveer Singh and Abhey Veer Singh and **plaint was rejected** by Civil Court (Jr. Div.) on 10.11.2015. The order was challenged by filing appeal before the ADJ, Gurgaon which was dismissed on 27.01.2016. Aggrieved From the same only the first Party filed Civil revision No.7423 of 2016 petition before the Hon'ble High Court and same was adjourned Sine die vide order dated 06.12.2016.*

(C). Suit for possession and recovery of mesne Profit was filed by the second party/respondent no. 2 against first party and her original mother namely Kamla Singh (Now Deceased) and vide order dated 03.08.2017 the suit was dismissed in default on 06.04.2017 and restoration application was dismissed on 03.08.2017. Against the order passed by the Civil Judge, the Civil Revision petition bearing no. 6970 of 2017 was filed by the present Second party which is pending for 03.10.2018.

(D). Application under section 21 of Maintenance and Welfare of Parents & Senior Citizen Act, 2007 was filed by the present respondent/Second Party against the Ist Party. The application was allowed vide order dated 27.04.2017 and same has been challenged by way filing the instant Civil Writ petition No.13202 of 2017 wherein the matter referred to Mediation and Conciliation centre of the High Court.

5. The parties hereto confirm and declare that they have voluntarily and of their own free will have arrived at this settlement/Compromise in the presence of the Mediator, which are as follows:-

(i) The parties have mutually agreed to resolve all the issues/disputes between them and their family members and have agreed that second party shall pay an amount of Rs. 22,00,000/- (Rs. Twenty Two lacs only) in three installment and in lieu of that amount the first party will vacate the House in question i.e. plot no. 3179 sector 23, Part-11 at Gurgaon measuring 250 Sq. Yards.

(ii) The parties have mutually agreed that the first party will vacate the premises on or before 30.11.2018 and will handed over the keys of the house before the Hon'ble High Court as and when the matter will come up for final hearing.

(iii) That both the parties have agreed to this fact that the amount of Rs. 22 Lacs (Rs. Twenty Two lacs) will be paid in the following manner:-

A. First installment for an amount of Rs.5,00,000/- (Rs. Five Lacs only) has been paid today in the shape of demand Draft having No.552617 dated 10.08.2018 Issued by the O.B.C., Gurugram Palam Vihar. The copy of the demand draft has been taken on record as **Mark A** and receipt thereof has been given to the parties.

B. Second Installment for an amount of Rs. 8,50,000/- (Rs. Eight Lacs and fifty thousand only) will be paid in the shape of demand Draft/Cheque before the Hon'ble High Court on the date fixed in the CWP 13202 of 2017 i.e.14.09.2018.

C. Third and final Installment for an amount of Rs. 8,50,000/- (Rs. Eight Lacs and fifty thousand only) will be paid in the shape of demand Draft/Cheque before the Hon'ble High Court as and when the matter will come up for final hearing as directed by the Hon'ble Court to execute the present settlement. It has been clarified between the parties and same has been accepted by the first party that after vacating the premises in question as stated above, the first party will inform to the second party and second party has full liberty to visit at the house alongwith her relative/Advocate on the day as fixed by both the parties to check the status of the possession of the premises. Parties have agreed that their counsel will make a request to the court to adjourn the case for the date suitable to them. Parties have fairly agreed that they will render their statements with regard to

possession before the High Court if it is needed. Further the parties have agreed that third and final installment for an amount of Rs. 8,50,000/- will be paid after vacating the premises and handed over the keys of the House in question to the Second Party before the Hon'ble High Court.

(iv) That it has been further clarified between the parties that while issuing notice on 02.06.2017 the Hon'ble High Court had directed the petitioner/first party to deposit an amount of Rs.50,000/- (Rupees Fifty Thousand only) before the District Magistrate, Gurugram. The first party fairly states that the amount as directed by the Hon'ble High Court has been deposited before the concerned authority. Both the parties have agreed to this fact that the amount already deposited with the District Magistrate, Gurugram firstly will be withdrawn by the second party and after receiving the same it shall be handed over to the first party at the time of final hearing before the Hon'ble High Court.

6. That it has been mutually agreed by both the parties that both the parties shall withdraw their respective cases mentioned in para no.4 as mentioned above pending before the Courts below. It has been mutually agreed by both the parties that they shall not breach the terms of the settlement and further both the parties have agreed to this fact that if first party violates the terms and conditions of the present settlement, then he will return the entire amount along with interest @ 9% p.a. and if second party backs out from the present settlement, then the amount already given to the first party would be forfeited. The first party fairly states that it is only him and his wife who are in the physical possession over the property in question and property is free from all encumbrances.

7. By signing this agreement the parties hereto states that they have no further claims or demands against each other with respect to suit/claim/proceedings filed by either the parties and all the disputes and differences in this regard have been amicably settled by the parties through the process of Mediation /conciliation and either of the parties shall not institute any other case/claim/proceedings in reference to the present cause of action.

8. Both the parties have mutually agreed to withdraw the cases, if any, filed against each other or their family members and any other complaint/case filed by either of the parties before any court of law or any authority shall be deemed to be withdrawn in view of the this settlement/Agreement by the

respective party.

9. *That with the execution of the present settlement /compromise, entire dispute between the parties shall stand settled. None of the parties shall institute any unwarranted litigation against each other in future.*

10. *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.*

11. *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.*

12. *An original copy the settlement has been supplied to both the parties.*

13. *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.*

14. *The photo copies of the I.D. proofs of both the parties are attached with the settlement.*

First Party:

Udaiveer Singh-Petitioner sd/-

Mr. Rajesh Arora, Advocate sd/-
Counsel for the petitioner.

Second Party:

Pushplata Singh-Respondent No.2 sd/-

Mr. Yashveer Kharb, Advocate sd/-
Counsel for respondent No.2

13.08.2018
SK Arora

sd/-
(Pankaj Mehta)
Mediator

Learned counsel for the parties are *ad idem* that the terms and conditions of the settlement have been adhered to. As per condition contained in paragraph No.5 Clause (iii) C; the third and final installment of an amount of ₹8,50,000/- was to be paid by way of demand draft to the petitioner in the Court. That apart even an amount of ₹50,000/- that has been deposited by the petitioner before the District Magistrate, Gurugram,

was to be withdrawn by respondent No.2 in the first instance and thereafter to be made over to the petitioner.

Two demand drafts of ₹8,50,000/- and ₹50,000/- respectively in the name of the petitioner have been handed over to Mr. Uday Veer Singh and who is present in person.

In terms of the settlement/compromise the keys of the residential premises/house have been handed over by Uday Veer Singh to respondent No.2 who is also present in Court.

Undertaking of the petitioner as also respondent No.2 is recorded to the effect that all proceedings/litigation initiated by either parties pertaining to the residential premises/house would be withdrawn by them within a period of four weeks from today.

Since the entire issue has been resolved between the parties and nothing remains to be adjudicated upon in the instant petition the same is disposed of as infructuous.

Disposed of.

(TEJINDER SINGH DHINDSA)
JUDGE

November 30, 2018

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Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No