

**CWP No. 21389 of 2017**

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

**CWP No. 21389 of 2017  
Date of Decision : 26.04.2018**

**Residents Welfare Association**

**...Petitioner**

**Versus**

**State of Punjab and others**

**...Respondents**

***CORAM: HON'BLE MR. JUSTICE AJAY KUMAR MITTAL  
HON'BLE MR. JUSTICE ANUPINDER SINGH GREWAL***

Present: Mr. Vivek Sharma, Advocate for the petitioner.

Mr. Jagmohan S. Ghuman, DAG, Punjab.

Mr. Sanjeev Soni, Advocate for respondent No. 3.

Mr. J.S. Toor, Advocate for respondent No. 5.

Mr. D.S. Patwalia, Senior Advocate with  
Mr. Gaurav Rana, Advocate for respondent No. 6.

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**Ajay Kumar Mittal, J.(Oral)**

**CM-6153-CWP-2018**

This is an application for placing on record affidavit of Harmit Singh Chawla, Director, Reliant Infrastructure Pvt. Ltd. SCO No. 60-62, 3<sup>rd</sup> and 4<sup>th</sup> Floor, Sector 17-C, Chandigarh along with Annexures A-1 to A-3 (Colly).

Notice of this application.

Mr. Vivek Sharma, learned counsel for the petitioner accepts notice and states that he has no objection in allowing the application.

In view of no objection made by learned counsel for the petitioner, the application is allowed. Affidavit of Sh. Harmit Singh Chawla

along with Annexures A-1 to A-3 (Colly) is taken on record. Office to tag the same at the appropriate place.

**Main Case**

1. The petitioner association has approached this Court by filing a writ petition under Articles 226/227 of the Constitution of India in the nature of mandamus directing respondents No. 1 to 5 to take strict action against respondent No. 6 and to restrain it from constructing commercial tower on the green area of the World One Apartment/Residential Colony, where the residents of petitioner association are residing.

2. In the affidavit of Harmit Singh Chawla, Director filed by learned counsel for respondent No. 6, it has been stated that during the pendency of the writ petition, a settlement dated 25.04.2018 has been arrived at between respondent No. 6 and the petitioner association, whereby the parties have resolved all the issues as stated in the settlement agreement dated 25.04.2018 (Annexure A-1). Learned counsel for respondent No. 6 states that all the cheques, drafts (Annexure A-3 (Colly)) and the collateral security in terms of settlement have been handed over to learned counsel for the petitioner.

3. Learned counsel for the petitioner states that in view of the settlement (Annexure A-1), which has been arrived at between the petitioner and respondent No. 6, he has instructions to withdraw the petition. However, liberty be granted to the petitioner to move an application for revival of this petition, in case respondent No. 6 fails to honour the terms of settlement as noted in the settlement deed dated 25.04.2018 (Annexure A-1).

4. Dismissed as withdrawn.

5. It shall, however, be open to the petitioner to move an application for revival of this petition, in case respondent No. 6 fails to honour the terms of settlement as noted in the settlement deed dated 25.04.2018 (Annexure A-1).

**(AJAY KUMAR MITTAL)**  
**JUDGE**

**April 26, 2018**  
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**(ANUPINDER SINGH GREWAL)**  
**JUDGE**

*Whether speaking/reasoned? Yes/No*  
*Whether reportable? Yes/No*