

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

121

FAO No.2536 of 2018 (O&M)

Date of Decision : 15.05.2018

Max Super Speciality Hospital, Mohali

..... Appellant

Versus

Dr. Virender Sarwal

..... Respondent

CORAM : HON'BLE MR.JUSTICE AJAY TEWARI

Present :- Mr. Sanjeev Sharma, Senior Advocate with
Mr. Sandeep Singh, Advocate
for the appellant.

Mr. Girish Agnihotri, Senior Advocate with
Mr. Arvind Seth, Advocate
for the respondent.

AJAY TEWARI, J. (Oral)

On 11.05.2018 the following order was passed :-

“Mr. Arvind Seth, Advocate has entered appearance on behalf of the respondent.

With the intervention of learned senior counsel there is a chance that this matter be settled. At the very outset Mr. Sanjeev Sharma, Senior Advocate has handed over a cheque of Rs.14,16,600/-. Mr. Girish Agnihotri, Senior Advocate has accepted the cheque. It has further been agreed that the parties would mutually settle their account. It has also been agreed that the end of the relationship would now be termed as mutual cancellation of contract instead of termination of contract. The only sticky point which remains is that as per the respondent there are some patients on whom he had operated who need to visit him for follow up and his

prayer is that he may be allowed to attend to that follow up and for that may be given some space so that he can attend to that medical duty.

Mr. Sanjeev Sharma, Senior Advocate states that his client would have no objection in discussing this matter and prays that a short adjournment be granted so that this issue can also be settled.

Adjourned to 15.05.2018. To be shown in the urgent list.”

Today the hope which was there in the mind of the Court on the last date has receded to some extent because on 12.05.2018 i.e. one day after the last order a press report had appeared wherein the respondent had made certain allegation against the appellant.

It is the contention of the learned senior counsel for the appellant that because of those press reports the relationship between the parties has deteriorated to a point where there may not be any scope of non acrimonious settlement.

On the other hand learned senior counsel appearing for the respondent states that the fact of the matter is that the respondent had not made any statement to any press person after 11.05.2018 and the statement which had appeared in press was a statement made prior in point of time. It is further his stand that even if it may not be feasible for the parties to themselves meet to settle the dispute, surely an attempt can be made where counsel appearing for the parties atleast can sit across the table and it is possible that they may be able to arrive at a settlement so that an unnecessary litigation can be avoided.

Mr. Sanjiv Sharma, Senior Advocate states that he has no objection if this course of action is followed and it has been further agreed that Sh.Shekhar Verma and Sh.Arvind Seth, Advocates would meet in the course of the present week and see if the matter regarding the accounts can be settled.

As regards the issue of those patients who may need to have a follow up with the respondent, Sh.Sanjeev Sharma, Senior Advocate states that emails have been addressed to all the persons who had been operated upon by the respondent to inform them about his new place of joining so that they can approach him directly and nobody can allege that the appellant wants to steal the patients of the respondent.

To my mind, this would take care of a huge majority of patients. However, there may be old patients who may need a follow up and who may desire that it be done at the same hospital where the procedure took place (for whatever reasons). As regards, such patients Mr.Saneev Sharma, Senior Advocate has very fairly stated that in case any patient approaches the appellant and insists that he wants a follow up from the respondent at the premises of the appellant, the appellant would immediately inform the respondent and when the respondent comes would make available some premises for the out patient follow up of any such person. It has further been agreed that the charges for that would be shared by the parties in the same revenue sharing percentage which was prevalent between the parties.

The impugned order is modified in view of the observations made above.

Appeal stands disposed of.

Since the main case has been decided, the pending Civil Misc. Application, if any, also stands disposed of.

15.05.2018
Pooja sharma-I

(AJAY TEWARI)
JUDGE

Whether speaking/reasoned - Yes/No

Whether reportable - Yes/No