

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

CR No. 5770 of 2018(O&M)

Date of Decision:24.07.2019

The Jammu and Kashmir Bank LimitedPetitioner

Versus

Amrit Pal Singh

..... Respondent

AND

CR No. 5832 of 2018(O&M)

The Jammu and Kashmir Bank Limited

.....Petitioner

Versus

Amrit Pal Singh

..... Respondent

AND

CR No. 556 of 2019(O&M)

Amrit Pal Singh

.....Petitioner

Versus

The Jammu and Kashmir Bank Limited

..... Respondent

CORAM:- HON'BLE MRS.JUSTICE LISA GILL

Present: Mr. Aalok Jagga, Advocate
for the petitioner.

Mr. Divanshu Jain, Advocate
for the respondent.

LISA GILL, J(Oral).

The parties were referred to the Mediation and Conciliation

Centre of this Court on 10.04.2019.

Learned counsel for the parties submit that the matter has been amicably resolved between the parties before the Mediation and Conciliation Centre of this Court. Terms and conditions of the settlement have been reduced into writing on 08.07.2019. Copy of settlement dated 08.07.2019, is attached with the file of CR no. 5770 of 2018. Para no. 6 of the settlement reads as under:-

“6. From the perusal of the above Annexure-A- dated 05.07.2019 following settlement has been arrived at between the Parties hereto:-

(a) That second party has agreed to pay Rs.70,79,333/- (Rupees Seventy Lacs Seventy Nine Thousand Three Hundred and Thirty Three Only), as total mesne profit/damages from 15.08.2010 to 31.10.2014. It has further been agreed that amount of Rs. 25,46,929/- including TDS already paid will be adjusted against Rs.70,79,333/- (Rupees Seventy Lacs Seventy Nine Thousand Three Hundred and Thirty Three Only) towards full and final settlement of disputes and claims against bank. As such the second party is required to pay Rs. 45,32,404/- (Rupees Forty Five Lacs Thirty Two Thousand Four Hundred Four Only) to the first party i.e. landlord Sh. Amritpal Singh.

(b) That both the parties have further decided that they will move a joint application on or before 31.07.2019 before Rent Controller for release/refund of Rs. 71,21,271/- (Rupees Seventy One Lacs Twenty One Thousand and Two Hundred Seventy One Only) already deposited by bank i.e. second party in terms of order dated 14.09.2011 in Rent Appeal No. 151 of 2010 passed by Appellate Authority, Chandigarh with the prayer to partly release an amount of Rs. 45,32,404/- (Rupees Forty Five Lacs Thirty Two Thousand Four Hundred Four Only) in favour of Sh. Amritpal Singh-first party/landlord against the settlement amount and balance

Rs.25,88,867/- (Rupees Twenty Five Lacs Eighty Eight Thousand Eight Hundred Sixty Seven Only) in favour of Jammu and Kashmir Bank.

(c) In consideration of settlement as detailed above, first party i.e. landlord Sh. Amritpal Singh has also agreed that he will request the Hon'ble Court to dispose of the Civil Revision in view of this settlement and will withdraw all pending litigations related to aforesaid matter including execution petition filed by it and the second party has also agreed that they will request the Hon'ble Court to dispose of the Civil Revision filed by the Bank in terms of the settlement.”

It is submitted that both the parties shall abide by the terms and conditions of the settlement. It is prayed that all the three revision petitions be disposed of in terms of the settlement arrived at between the parties.

Keeping in view the facts and circumstances as above, especially the settlement arrived at between the parties, the present petitions are disposed of in terms of the settlement dated 08.07.2019. Needless to say, parties shall remain bound by the terms and conditions thereof.

24.07.2019
s.khan

[LISA GILL]
Judge

Whether speaking/reasoned : Yes/No.

Whether reportable : Yes/No.