

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

	1. CRM-M-33590-2017 (O&M)
Asha Rani	... Petitioner
	Vs.
Ashish Tayal	... Respondent
	2. CRM-M-36304-2017 (O&M)
Anuj Goel and another	... Petitioner
	Vs.
Ashish Tayal	... Respondent
	3. CRM-M-43658-2017 (O&M)
Asha Rani	... Petitioner
	Vs.
Urmila Devi	... Respondent
	4. CRM-M-43672-2017 (O&M)
Asha Rani	... Petitioner
	Vs.
Pawan Kumar Tayal	... Respondent
	5. CRM-M-43676-2017 (O&M)
Asha Rani	... Petitioner
	Vs.
Pawan Tayal	... Respondent
	6. CRM-M-43677-2017 (O&M)
Asha Rani	... Petitioner
	Vs.
Raj Kumar Tayal	... Respondent
	7. CRM-M-43679-2017 (O&M)
Asha Rani	... Petitioner
	Vs.
Sahil Tayal	... Respondent
	8. CRM-M-43698-2017 (O&M)
Asha Rani	... Petitioner
	Vs.
Raj Kumar Tayal	... Respondent

9. CRM-M-43702-2017 (O&M)

Asha Rani

... Petitioner

Vs.

Manisha Tayal

... Respondent

10. CRM-M-42138-2017 (O&M)

Asha Rani

... Petitioner

Vs.

Sangeeta Tayal

... Respondent

Date of Decision:10.09.2019

CORAM : HON'BLE MS. JUSTICE ARVIND SINGH SANGWAN

Present : Mr. K.P. Singh, Advocate
for the petitioner.

Mr. Sumit Gupta, Advocate
for the respondent.

ARVIND SINGH SANGWAN, J. (Oral)

By this common judgment, all the aforementioned petitions are being disposed of being identical.

2. Prayer in all these petitions is for quashing of complaint filed under Section 138 of the Negotiable Instruments Act as well as summoning orders.

3. During the pendency of the present petition, all the cases were referred to the Mediation and Conciliation Centre of this Court and vide a common settlement/agreement dated 9.9.2019, parties have appeared before the Mediator and have settled the dispute.

4. The terms and conditions of the settlement reads as under:

“5. Both the parties have reached to the amicable settlement. They hereto confirm and declare that they were voluntarily and of their own free will arrived at this Settlement/Agreement dated 06.09.2019. First party has already submitted SPA of

Asha Rani before this Hon'ble Court stating that he is competent to enter into a compromise. The first party No.2 to 4 are the Directors of party No.1, hence, competent to enter into settlement on behalf of first party No.1. Sh. Raj Kumar Tayal is having SPA of all the members of second party and same is already placed in the Court file.

6. That both the parties have settled their entire dispute with regard to cheques in dispute relating to flats today in lump sum total amount of Rs.1,80,00,000/- (One Crore and Eighty Lakhs only) out of which Rs.27 Lakhs has already been paid by the first party to second party and rest of the amount i.e. Rs.1,53,000,00/- (One Crore and Fifty Three Lakhs only) to be paid by first party to the second party in installments. Today the present settlement between both the parties is only with regard to the due amount till today. The second party undertakes to make payment of to second party in following manner:

Sr. No.	Date and Cheque No.	Amount	In favour of
1	15.09.2019 – 040434 Central Bank of India	5,00,000/-	Sangeeta Tayal
2	25.09.2019 – 040435 Central Bank of India	5,00,000/-	Pawan Tayal (HUF)
3	25.10.2019 – 040437 040438 Central Bank of India	10,00,000/- 5,00,000/-	Pawan Tayal
4	25.11.2019 – 040439, 040440 Central Bank of India	08,00,000/- 10,00,000/-	Urmila Devi
5	25.12.2019 – 040441, 040443 Central Bank of India	10,00,000/- 10,00,000/-	Sahil Tayal
6	25.01.2020 – 040444, 040445 Central Bank of India	10,00,000/- 15,00,000/-	Laxmi Devi
7	25.02.2020 – 040446 Central Bank of India	05,00,000/-	Manisha Tayal
8	25.04.2020 – 040447, 040449 Central Bank of India	15,00,000/- 15,00,000/-	Raj Kumar Tayal
9	25.06.2020 – 040448, 040450 Central Bank of India	15,00,000/- 15,00,000/-	Raj Kumar Tayal (HUF)

The first party undertakes to make the payment as per above schedule on or before the date fixed through RTGS/DD into the account of the second party but in case if no

RTGS/DD is made on or before the date fixed of each cheque then second party can present the due cheque on the next day of the date fixed. This arrangement is made with the understanding of both the parties as first party is facing some income tax litigation therefore they are giving the abovementioned cheques as security to settle the matter. The first party has agreed to this settlement that in case first party makes the payment of each cheques on or before the date fixed then they shall not present the cheque in the account and after receiving the payment in the account the said cheque shall be returned to the first party immediately.

7. That second party will withdraw the complaint/case against whom the amount of cheque/complaint is received. In case if RTGS/DD of each and every cheque is not made on or before the date fixed as per the above detailed scheduled then second party is at liberty to present the cheque. In case of any dishonor of cheques second party can avail legal remedy in accordance with law including the contempt of Court proceedings. It is also agreed between the parties that the second party shall also be entitled to interest and litigation expenses if they are compelled to initiate legal proceedings in case of default of first party. It is also agreed that second party shall return all the documents after the complete payment received by them otherwise also all the property related documents if not returned and the same are misused by second party or anybody else then the second party shall be responsible for the same.”

7. Learned counsel for the petitioner submits that as per the terms and conditions of the settlement/agreement, the petitioner already had already given cheques. The last one is to be cleared on 25.6.2020. Learned counsel for the petitioner on instructions from the petitioner submits that all the cheques will be honoured in due course and all these petitions be disposed of in terms of the settlement/agreement with a prayer that till all

the cheques are presented and clear, the trial Court be directed not to proceed further and afford the time as agreed by the parties for making the payment.

8. On the other hand, learned counsel for the complainant has shown an apprehension that in case any of the cheque is dishonoured as on a previous occasion some of the cheques were dishonoured after the compromise, he may be permitted to pursue his remedy and the terms and conditions be made part of this.

9. After hearing learned counsel for the parties, all these petitions are disposed of with a direction that both the parties shall remain bound by the terms and conditions of the settlement/agreement dated 09.09.2019 and the petitioner will ensure that the cheques are encashed on the given date as per the settlement.

10. The trial Court is directed to adjourn the case beyond the date fixed as per the settlement/agreement. However, it is made clear that in case any of the cheque is dishonoured, it will be open for the respondent-Complainant to pursue his remedy against the petitioner as also file a contempt petition as mentioned in para-7 of the agreement/settlement.

10.09.2019

rajeev

(ARVIND SINGH SANGWAN)

JUDGE

Whether speaking/reasoned

Yes/No

Whether reportable

Yes/No