

1. CRM-M-35875-2016

M/S SAHIL ALLOY MACHINE TOOLS (P) LTD. & ORS

...Petitioners

Versus

AJAY KUMAR NEB.

...Respondent

2. CRM-M-39312-2016

M/S SAHIL ALLOY MACHINE TOOL (P) LTD. & ORS

...Petitioners

Versus

AJAY KUMAR NEB.

...Respondent

3. CRM-M-39319-2016

M/S SAHIL ALLOY MACHINE TOOL (P) LTD. & ORS

...Petitioners

Versus

AJAY KUMAR NEB.

...Respondent

4. CRM-M-39398-2016

M/S SAHIL ALLOY MACHINE TOOL (P) LTD. & ORS

...Petitioners

Versus

AJAY KUMAR NEB.

...Respondent

5. CRM-M-39280-2016

M/S SAHIL ALLOY MACHINE TOOL (P) LTD. & ORS

...Petitioners

Versus

AJAY KUMAR NEB.

...Respondent

CORAM: HON'BLE MR. JUSTICE ARVIND SINGH SANGWAN

Present: Mr. Vipin Mahajan, Advocate
for the petitioner (s).Mr. C.S.Singh, Advocate
for the respondent(s).

ARVIND SINGH SANGWAN, J. (ORAL)

The parties are *ad idem* that a settlement has been arrived at between them before the Mediation and Conciliation Centre of this Court on 22.11.2018. The settlement read as under:-

“Today the present case has been sent to the Mediation and Conciliation Centre by this Hon'ble Court on the request of both the parties to record their statement. On 28.08.2018 Mr. Parmjit Singh Gill (petitioner) and the respondent-Ajay Kumar Neb partially settled the matter and accordingly Parmjit Singh-petitioner suffered a statement during the proceedings to the effect that he is agreed to pay an amount of Rs.27 Lakhs (Rupees Twenty Seven Lakhs) to the respondent-Ajay Kumar Neb and also agreed to pay an amount of Rs.3 Lakhs (Three Lakhs) out of the aforesaid agreed amount of Rs.27 Lakhs (Twenty Seven Lakhs) on or before 04.09.2018. Some how the said amount was not paid to the respondent-Ajay Kumar Neb on or before the above schedule date. Thereafter, he handed over two cheques bearing Nos.602762 of IDBI Bank dated 24.10.2018 & 602763 dated 10.11.2018 amounting Rs.2,00,000/- (Rupees Two Lakhs) & Rs.1,00,000/- (Rupees One Lakh) respectively to the respondent-Ajay Kumar and the same was presented in the Bank. However, the same was presented in the Bank. However, the same was returned back on account of insufficient amount. Today, Ms. Ruby Gill wife of Parmjit Singh joined the mediation proceedings alongwith her counsel Mr. Vipin Mahajan, Advocate and she has handed over an amount of Rs.3,00,000/- (Rupees Three Lakhs) in

cash to Sh. Ajay Kumar Neb in lieu of cheques amount which are earlier bounced, in furtherance, the respondent-Ajay Kumar Neb undertakes that he will not present the above said cheques in the Bank for its encashment as he has received an amount of Rs.3,00,000/- (Rupees Three Lakhs) in cash in lieu of the cheques amount. Ms. Ruby Gill further states that her husband is unable to attend the Mediation proceedings because he is out of station and also sought 10 days time to enable Parmjit Singh Gill to come present and finalise the re-schedule of the payment of remaining amount as agreed vide his statement dated 28.08.2018. With the consent of both the parties the matter is sent back to the Hon'ble Court for appropriate orders with regard to send these matters back to the Mediation & Conciliation Centre with a view to settle the dispute."

Parties are also *ad idem* that as per the settlement certain payments are to be made on the date fixed in the settlement/agreement (in all the cases).

In view of the same, these petitions are disposed of and parties shall remain bound by the settlement/agreement arrived at between the parties and in case, any of the party violate the settlement/agreement, it will be open for the other party to move an application for revival of the petition(s).

(ARVIND SINGH SANGWAN)
JUDGE

February 21, 2019

Jyoti-1 Whether speaking/reasoned Yes/No Whether Reportable Yes/No