

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

**CRM-M-17820-2019
Date of decision: 05.12.2019**

Sawarn Kaur and another

...Petitioners

Versus

State of Punjab and others

...Respondents

CORAM: HON'BLE MR. JUSTICE ARVIND SINGH SANGWAN

Present:- Mr. Abhinav Singla, Advocate
for the petitioners.

Mr. Jagmohan Ghuman, DAG, Punjab.

Mr. D. K. Gupta, Advocate
for respondent No. 4.

Mr. Sanjeev Goyal, Advocate
for respondent No. 5.

ARVIND SINGH SANGWAN, J. (Oral)

Prayer in this petition is for issuance of directions to respondent Nos. 2 and 3 for conducting the appropriate inquiry on the representation dated 20.03.2019, submitted by petitioner No. 1 to respondent No. 2.

The case was referred to Mediation and Conciliation Centre of this Court for exploring the possibility of some amicable settlement. Since the petitioners are residing in Canada, they were permitted to appear through their counsel. The Mediator has submitted a settlement/agreement of the even date, arrived at between the parties. The relevant condition of the settlement/agreement reads as under:

“6. The following settlement has been arrived at between the parties hereto:

a) It is agreed between the parties that the amount involved in the dispute is Rs.4,00,000/- (Rupees Four

Lacs only) and if interest @ 12% p.a. Is calculated, the total amount will come to about Rs.6 Lacs. However, the parties have agreed to settle the dispute with the amount of Rs.5,75,000/- (Rupees Five Lacs and Seventy Five Thousand only) as full and final settlement.

b) It is further agreed that the respondent No.5 i.e. PNB Met Life India Insurance Company will hand over the demand draft of the amount of Rs.5,75,000/- (Rupees Five Lacs and Seventy Five Thousand only) favouring Sawarn Kaur (Petitioner No.1) wife of Sh. Darbara Singh (Petitioner No.2) to the counsel for the petitioners as the petitioners are residing in Canada and have duly authorised their Counsel to settle the dispute on this amount. Photo copy of the communication by the petitioners in this regard is annexed as Annexure-A1.

c) That it is further agreed that the said demand draft will be handed over by the counsel for respondent No.5 to the counsel for the petitioners on or before 25.11.2019 i.e. the date when the matter is fixed before the Hon'ble Court.

d) Both the parties further undertakes that they will not file any Civil or Criminal litigation against each other in future with regard to the present dispute. All the disputes between the parties are settled if the above mentioned payment is made to the petitioners as per schedule.

e) Both the parties have mutually agreed to withdraw the cases, if any, filed against each other and any other complaint/case filed by either of the parties before any court of law or any authority shall be deemed to be withdrawn in view of this Settlement/Agreement by the respective party.”

Learned counsel for the petitioner submits that in pursuance to the said settlement, respondent No. 5 has handed over a demand draft of

Rs. 5,75,000/- as full and final settlement.

Learned counsel for the petitioners further submits that the authorized representative of the petitioners will hand over the same to respondent No. 4, Managar of Punjab National Bank, Miani Khas Branch, Hoshiarpur for the purpose of crediting the same in the account of the petitioners and later on, the same will be converted into FDR. The photocopy of the demand draft is taken on record.

The submissions made by learned counsel for the petitioners are not disputed or denied by learned counsel for respondent Nos. 4 and 5.

In view of the same, this petition is disposed of.

However, the parties shall remain bound by the terms and conditions of the aforesaid settlement/agreement.

05.12.2019

Waseem Ansari

**(ARVIND SINGH SANGWAN)
JUDGE**

Whether speaking/reasoned

Yes/No

Whether reportable

Yes/No