

FAO No. 7776 of 2015 (O&M) and
Cross Objections No. 52-CII of 2017

Date of decision : August 26, 2019

Aman Sood

.....Appellant

Versus

Swarnjit Kaur and others

....Respondents

CORAM:- HON'BLE MRS. JUSTICE LISA GILLPresent: Mr. Naveen Kumar, Advocate
for the appellant.Mr. H.S. Tuli, Advocate for
Mr. S.S. Rangi, Advocate
for respondents No. 1 to 3/cross objectors.Ms. Monika Jangra, Advocate for
Ms. Vandana Malhotra, Advocate
for respondent No. 5.

LISA GILL, J.

This appeal as well as cross objections were referred to the Mediation and Conciliation Centre of this Court to explore the possibility of an amicable resolution of the dispute between the parties. As per the Mediator, the matter has been amicably resolved. Terms and conditions of the settlement were reduced into writing on 22.08.2019. Copy of the settlement/ agreement dated 22.08.2019 is attached with this file and the relevant portion thereof reads as under:-

“a) It has agreed between both the parties that the first party will pay full and final payment of Rs.12,00,000/- (Rupees Twelve Lacs Only) to the second party in three instalments. It has further been agreed that the first party will also transfer the ownership of TATA-407 bearing No. PB-23-M-0499 in the name of second party – Swarnjit Kaur and they will have no objection if Swarnjit Kaur sells the same. The first party has

issued 6 cheques in the name of Swarnjit Kaur – second party dated 22.08.2019, a detail of the same is given herebelow:-

<i>Sr. No.</i>	<i>Cheque</i>	<i>Bank</i>	<i>Date</i>	<i>Amount(₹)</i>
1	000231	ICICI Bank Sirhind	22.08.2019	50,000/-
2	000161	ICICI Bank Sirhind	22.08.2019	1,00,000/-
3	994292	Syndicate Bank, Fatehgarh Sahib	22.08.2019	3,00,000/-
4	994294	Syndicate Bank, Fatehgarh Sahib	15.09.2019	3,50,000/-
5	000162	ICICI Bank Sirhind	08.09.2019	2,00,000/-
6	000232	ICICI Bank Sirhind	25.09.2019	2,00,000/-

The First Party assured that the said cheques will be honoured on presentation by the second party – Swarnjit Kaur on the due date. Swarnjit Kaur - second party is taking the amount of Rs.12,00,000/- from the first party on behalf of her and her children namely Gurdeep Singh and Jaspreet Kaur.

b) The second party in lieu of the settlement will withdraw execution petition No. 1689 of 2015 from District Court Mohali and will not claim any amount in lieu of MACT award awarded by District Mohali. The second party will also withdraw cross-objection No. 52-CII-2017 filed by her in the Hon'ble High Court and also will withdraw the appeal filed in the District court Patiala against the acquittal of driver Satnam Singh in the said accident.”

Learned counsel for the parties submit that the present appeal as well as cross objections be disposed of in terms of settlement dated 22.08.2019. The parties agree to abide by all the terms and conditions of the said settlement.

Accordingly, the present appeal as well as cross objections are disposed of in terms of settlement dated 22.08.2019 (which is attached with this file), arrived at between the parties before the Mediation and Conciliation Centre of this Court.

August 26, 2019
rts

(Lisa Gill)
Judge

Whether speaking/reasoned :	Yes/No
Whether reportable :	Yes/No