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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **W.P.(C) 8477/2014**

PUNJAB & SIND BANK Petitioner

Through: Mr. Rajender Wali, Advocate.

Versus

TEJWANT SINGH & ORS. Respondents

Through: Mr. Arvind Sharma, Advocate for R1.

CORAM:
JUSTICE S.MURALIDHAR
JUSTICE TALWANT SINGH

% **ORDER**
14.11.2019

C.M. APPL. 47844/2019 (for disposal of writ petition)

1. This is an application for disposal of the writ petition in view of the settlement arrived at between the bank and the principal borrower. The terms of the settlement are set out in the letter dated 8th January, 2019 addressed to the principal borrower by the lawyers of the bank.
2. As far as the present petition is concerned, it is essentially against the guarantor/third party objector i.e. Respondent No. 7. In fact, in the memo of parties, Respondent Nos. 1 to 6 are shown as “proforma Respondents”.
3. For the reasons stated in the present application, the same is allowed.

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4. The Court has been taken through the terms of the settlement set out in the aforementioned letter.

5. It appears that the Bank has in fact received the entire amount due to it in terms of the settlement from principal borrower.

6. Learned counsel for the Petitioner bank states that two conditions set out in the terms of settlement are yet to be complied with by the principal borrower. The first is that Paragraph 6 of the settlement requires the principal borrower to execute certain documents for conversion of the property at 21, Rajindra Place from leasehold to freehold. The said property is already in possession of the bank. The other condition, which is in Paragraph 12, is for quashing of the FIR against bank filed by one of the guarantor, which is coming up before the Court tomorrow.

7. Learned counsel for Respondent No. 7 points out that as far as Respondent No. 7 is concerned, its property, which forms the subject matter of the present petition i.e. property at E-6/13, Vasant Vihar, is no longer required to be encumbered now, when the bank has received the entire amount due to it in terms of the settlement.

8. We dispose of the writ petition in terms of the settlement between the parties with the further direction that it will be open to the bank to proceed against the principal borrower in the event of non-compliance by the principal borrower with any of the terms of the settlement, in independent proceedings. The attachment on the aforementioned property, i.e. E-6/13,

Vasant Vihar will stand lifted.

9. The petition is disposed of in the above terms.

S. MURALIDHAR, J.

TALWANT SINGH, J.

NOVEMBER 14, 2019

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