

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

CR-2273-2020 (O&M)

Date of Decision: 07.10.2020

**M/S CHOLAMANDALAM INVESTMENTS AND FINANCE
COMPANY LIMITED**

.....PETITIONER

Vs

SANAMPREET SINGH KANDHARI AND ORS

.....RESPONDENTS

CORAM: *HON'BLE MR. JUSTICE RAJ MOHAN SINGH*

Present: Mr. Harsh Chopra, Advocate
for the petitioner.

Mr. Sanjiv Yadav, Advocate
for respondents No. 1 and 2.

RAJ MOHAN SINGH, J.(Oral)

The case has been taken up for hearing through
video-conferencing.

Petitioner has preferred this revision petition against
the order dated 04.09.2020 passed by Additional District Judge,
Ambala vide which the application under Order 47 Rule 1 read
with Section 151 CPC was allowed and the order dated
10.12.2019 passed by the same Court was reviewed.

On 21.09.2020, following order was passed:-

*“The case has been taken up for hearing through video-
conferencing.*

*Learned counsel for the petitioner contends that the order dated 10.12.2019 passed by the Additional District Judge, Ambala was in consonance with the ratio of **M/s Sundaram Finance Ltd. vs. M/s NEPC India Ltd. 1999 (1) RCR Civil 580**. The Court subsequently reviewed it vide order dated 4.9.2020, thereby directing the petitioner-company to hand over the vehicle in question on receipt of two instalments as agreed by the respondents with further undertaking that the four defaulted instalments would be cleared by the respondents by November, 2020. The grievance of the petitioner is that the respondents have projected incorrect information before the Additional District Judge, Ambala in respect of the amount due towards the respondents. Though the petitioner is interested in having its amount back, of course with full and final settlement of its claim.*

Notice of motion for 1.10.2020.

Notice Re; stay also.

Dasti as well.”

Learned counsel for the petitioner with reference to loan account statement dated 05.09.2020 submitted that installments overdue were 14 in number and the same were in the sum of ₹ 4,01,716/-. Learned Additional District Sessions Judge while reviewing the order dated 10.12.2019 has relied upon some incorrect information in respect of total amount due and passed the order directing the petitioner to hand over the vehicle in question to respondent No. 1 on receiving two installments within 05 days of passing of order and remaining 04 installments by November, 2020.

Today during the course of hearing, both the parties are, *ad idem*, that in fact, 14 installments were due to be paid to the petitioner. Today a photocopy of demand draft in a sum of ₹ 57,020/- has been relied by the learned counsel for the respondents to show his *bonafide* that the said demand draft would be handed over to the petitioner before the Executing Court on the date fixed i.e. 08.10.2020 (tomorrow). The amount shown in the demand draft is for two installments. Out of remaining 12 installments, 4 equal installments shall be paid by respondent No. 1 by the end of December, 2020 and rest of the installments shall be paid by respondent No. 1 on or before 31.03.2021.

Let an undertaking be furnished by respondent No. 1 to this effect before the Executing Court. In the event of doing so and complying with the aforesaid understanding between the parties, the vehicle in question shall be released in favour of respondent No. 1.

It is made clear that violation of undertaking would entail in lawful action against respondent No. 1.

In view of the above terms and conditions, the revision petition is disposed of.

(RAJ MOHAN SINGH)
JUDGE

07.10.2020
shabha

Whether speaking/reasoned

Yes/No

Whether reportable

Yes/No