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

CWP No.7197 of 2019

Date of decision: February 17, 2021

Muskan and others

.....Petitioners

Versus

District Magistrate, Ambala and another

.....Respondents

CORAM: HON'BLE MR. JUSTICE MAHABIR SINGH SINDHU

Present:- Mr. V.D. Sharma, Advocate for the petitioners.

Mr. Aman Sharma, Advocate for respondent No.2.

MAHABIR SINGH SINDHU, J

Present writ petition has been filed under Articles 226/227 of the Constitution of India for issuance of a writ in the nature of Certiorari for quashing impugned order dated 15.02.2019 passed by District Magistrate, Ambala (P-5), whereby, application of respondent No.2 under Section 22(2) of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007 (for short 'Act') was accepted and eviction order had been passed against the petitioner.

This Court, on 29.01.2021, passed the following order: -

“Application is for referring the matter before the Mediation & Conciliation Centre of this Court in view of the ongoing settlement between the applicant/respondent No.2 and non-applicants/petitioners.

Notice of the application.

Mr. V.D.Sharma, Advocate, who is present through Video-Conferencing, accepts notice on behalf of the non-

applicants/petitioners and raises no objection.

In view of the stand taken by both sides and for the reasons mentioned in the application, the same is disposed off. Both parties i.e. applicant/respondent No.2 and non-applicants/petitioners are relegated to the Mediation & Conciliation Centre of this Court on 09.02.2021 to explore the possibility of an amicable settlement and report of the Mediator be submitted to this Court before the date fixed in the main case i.e. 17.02.2021.”

In pursuance of the above order, parties have settled the matter before the mediation by way of a settlement dated 09.02.2021 and operative part of the same reads as under: -

“The parties undertake to sell H.No.232, Sector-1, Jail Land, Ambala City, the house in dispute and share equally the sale proceeds therefrom.

Presently Sh. Prem Kumar along with his wife is residing in New Delhi and Smt. Muskan with her minor children is residing in the said house. Both her minor children are to appear for their High School Board Examinations. For this purpose the first party seeks some reasonable time so that her children are not put to any unease and not disturbed during the period of their examinations. The Board examinations will carry on until mid June 2021. The second party has been gracious enough to grant her and his minor grand-children this aforesaid period.

Both the parties will look for buyers for the property in question and make every endeavour to sell/ dispose of the same by 30th June 2021. The second party undertakes to be present physically or through his registered Power of Attorney at the time of agreement to sell the house,

acceptance of earnest money and registration of the sale deed. Further once informed by email i.e. rakeshsachdeva1999@gmail.com, the second party would make himself available within 10 days for the said purpose. In case, he is unable to do so then the first party would be granted another 30 days for completion of the formalities regarding sale of the aforesaid property. In case, the said property is disposed of by 30th June 2021, the first party undertakes to vacate the house on acceptance of half of the sale proceeds.

In the alternative if the sale cannot be completed by 30th June 2021, the first party undertakes to vacate the house on acceptance of Rs.42,50,000/- (Rupees Forty Two Lakhs and Fifty Thousand only). This amount would be given by way of three demand drafts of equal value in the names of Smt. Muskan, Raghav and Bhumika (first party).

By signing this Agreement the parties hereto state that they have no further claim or demands against each other with respect to the reference/ claim/ proceedings filed by the parties and all the disputes and differences in this regard have been amicably settled by the parties hereto through the process of Conciliation/ Mediation and shall not institute any other case against each other with reference to the present claim.

Both the parties undertake to withdraw the entire litigation pending in any Court of Law qua the said property.

That the parties undertake to abide by the terms and conditions set out in the agreement and not to dispute the same hereinafter in future and no party shall initiate any further litigation against each other.

That the parties to this agreement hereby state that they have read the agreement, that they have understood

the contents thereof and their execution of agreement is voluntary. Each party has relied upon or has had the opportunity to seek legal advice of their counsel.

With the execution of this agreement, each signatory acknowledges receipt of fully executed duplicate/ original of this agreement.

That it has been further agreed between the parties that in case of necessity, both the parties shall be free to present the copy of the above compromise before any authority or Court if the same is required to witness the execution of the compromise or to settle any pending controversy between the parties.”

Today at the time of hearing, it is jointly stated that matter has been settled amicably and thus, the petition be disposed off, accordingly.

In view of the agreed stand taken by both sides, this petition is disposed off as having been settled finally.

It is clarified that the parties shall be bound by the terms and conditions of the settlement extracted hereinabvoe.

Ordered accordingly.

(MAHABIR SINGH SINDHU)
JUDGE

February 17, 2021

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Whether speaking/ reasoned: Yes/No

Whether Reportable: Yes/No