

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

**ARB-398-2021 (O&M)
Date of Decision: April 27, 2022**

MEENA KANSAL

..... APPLICANT(s)

Versus

CHD CITY HOSPITAL LLP.

..... RESPONDENT(s)

CORAM:- HON'BLE MRS.JUSTICE LISA GILL

Present: Mr. Arpit Bansal, Advocate for
Ms. Supriya Garg, Advocate for the applicant.

Mr. Harish Bansal, Advocate for
Mr. Dinesh Nagar, Advocate for the respondent.

LISA GILL, J.

Prayer in this petition under Section 11 of the Arbitration and Conciliation Act, 1996 (for short – ‘the Act’) is for appointment of sole independent Arbitrator for resolution of disputes and differences arising out of Agreement dated 16.07.2018, Annexure P-2, executed between the parties.

Parties were referred to Mediation and Conciliation Centre of this Court to explore the possibility of an amicable resolution of the dispute.

As per report dated 30.03.2022 of Mediator, mediation was successful and parties have resolved their dispute by way of settlement, with terms and conditions as detailed in settlement agreement dated 30.03.2022. Relevant terms and conditions of settlement/agreement dated 30.03.2022 read as under:-

“ (a) The second party has agreed to settle the matter for a payment of Rs.5,00,000/- (Rupees Five Lakhs only) as full and final settlement amount to the first party, which the first party has accepted to received.

(b) On 30.03.2022 i.e. today itself the second party has handed over a cheque bearing No. 481291 amounting to Rs.5,00,000/- (Rupees Five Lakhs) drawn upon Canara Bank, Sector-34, Chandigarh standing in the name of Meena Kansal to the first party.

(c) That the second party has undertaken to pay the 20% of cheque amount as penalty alongwith the amount of cheque i.e. Rs.5,00,000/- (Rupees Five Lakhs) in the eventuality of cheque being dishonoured on presentation.

(d) That the first party has undertaken to withdraw the present petition ARB-398 of 2021 (O&M) after receipt/encashment of the cheque amount.

(e) The parties further undertake not to initiate or institute any unwanted litigation against each other and their family arising out of the matter in hand. The parties further undertake not to use any document etc. against each other which have been left in their possession after this date of agreement or used as an evidence against each other in Court of Law.

(f) It has been further decided between the parties that in case of coming into knowledge of any petition or case filed by any of the parties against other, the same shall be liable to be withdrawn or closed by both the parties or any of the party by tendering a copy of the present compromise.

(g) This compromise has been reached between the parties without any pressure and both the parties have very happily agreed to abide by the terms and conditions of the agreement. Both the parties shall be bound with the terms and conditions of this compromise.”

It is submitted that parties agree to remain bound by the terms and conditions of settlement agreement dated 30.03.2022, which has been placed on record.

Learned counsel for the applicant submits that petition be disposed of as infructuous, in view of compromise dated 30.03.2022 arrived at between the parties.

Petition is, accordingly, disposed of.

April 27, 2022
rts

(LISA GILL)
JUDGE

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