

CM No. 3709-CWP of 2022 and  
CM No. 3711-CWP of 2022 in/and  
CWP No. 22650 of 2021

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

CM No. 3709-CWP of 2022 and  
CM No. 3711-CWP of 2022 in/and  
CWP No. 22650 of 2021  
Date of Decision: 21.03.2022

Agriwise Finserv Limited

-Petitioner

Versus

State of Haryana and others

-Respondents

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

Present: Mr. Arvind Thakur, Advocate,  
for the petitioner.

Mr. Vivek Chauhan, Addl. A.G., Haryana,  
for respondent No.1 to 3.

Ms. Shaveta Sanghi, Advocate,  
for respondents No.4 to 6.

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**RAJ MOHAN SINGH, J. (Oral)**

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

**CM-3709-CWP-2022 and CM-3711-CWP-2022**

Prayer in these applications is for placing on record  
memorandum of understanding dated 04.03.2022 and to  
dispose of the main petition on the basis of aforesaid  
memorandum of understanding entered into between the parties

by preponing the date of hearing which is already fixed for  
11.05.2022.

Learned counsel for the petitioner admits the factum  
of memorandum of understanding between the parties.

On 11.11.2021, following order was passed by this  
Court :-

*“[1]. In continuation of order dated 09.11.2021 passed by this Court, it can be seen that after passing of restraint order dated 10.03.2021, bailiff has made his statement in the presence of the witnesses namely Lalit Jain, Manager, Agri Best India Ltd., Hisar and Ashok Kumar, Assistant Manager, Agri Best India Ltd., Hisar that on 12.03.2021, he had received warrant of attachment. On reaching the site of Agri Best India Ltd., R/o SCF 166, 2nd Floor, Sector 9, Faridabad, he found one caretaker present at the gate. When he informed the caretaker about the order of the Court, the caretaker locked the gate from inside and 3-4 persons came out of the gate. 4-5 vehicles were also parked there. The bailiff was stopped from*

*entering inside the gate and caretaker also refused to disclose his name. Thereafter the bailiff called the SHO, P.S. Ding on 100 number, informing him about the caretaker that he was not allowing him to go inside the plant. The SHO asked the bailiff to come to the Police Station and thereafter, the SHO sent a PCR. On seeing the PCR, caretaker fled away from the spot and 3-4 vehicles parked there also fled away. The bailiff put the lock on the gate. With this recital, he submitted the report.*

*[2]. Perusal of order dated 13.07.2021 passed by the Addl. District Judge, Sirsa would show that an application at the instance of judgment-debtor for seeking permission to remove the moveable property lying in the immoveable property (which has been ordered to be attached) is pending consideration before the said Court. Reply to the said application has already been filed by the decree-holder. The said application has not been decided so far.*

*[3]. The grievance of the decree-holder is that*

*the judgment-debtor is playing hide and seek with the Court as well as with the decree-holder in not honouring the commitment, despite entering into repeated settlements. On 29.09.2021, judgment-debtor made a statement before the Court that the judgment-debtor has compromised the matter with the decreeholder and the judgment-debtor will pay different demand drafts on different dates, the reference of which has been given in the order itself. The judgment-debtor has not fully complied with the said obligation. On the basis of said compromise, even CWP No.19822 of 2021 was got dismissed as withdrawn by the decree-holder.*

*[4]. Learned counsel for the petitioner refers to number of photographs showing that the judgment-debtor is in the process of removing machinery and other stocks by breaking open the lock put up by the bailiff.*

*[5]. In view of assertions and denial made by both the parties, it would be just and*

*appropriate to direct the judgment debtor not to remove any goods from the locked premises till the pending application for seeking permission to remove the moveable property is decided by the Addl. District Judge, Sirsa.*

*[6]. In order to preserve the nature of property as on date, respondent No.3 is also directed to ensure that property under lock by the bailiff may not be tinkered with by any party till disposal of pending application filed by the judgment-debtor for permission to remove movable property from the immovable property under attachment.*

*[7]. Adjourned to 20.12.2021.”*

Learned counsel for both the parties are *ad idem* that now the parties have entered into amicable resolution of dispute and conditions of understanding/compromise would be meticulously met by the parties.

Learned counsel for respondents No.4 to 6 submits that the respondents would have no objection in case delivery of possession of the land/property in question is given to the decree holder/petitioner even with police help.

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In view of consensus arrived at between the parties,  
the applications are allowed. Memorandum of understanding is  
taken on record, subject to all just exceptions and the date of  
hearing is preponed and the main case is taken up today.

**Main case**

Disposed of in view of memorandum of  
understanding.

21.03.2022

Jyoti Sharma

**(RAJ MOHAN SINGH)**  
**JUDGE**

1. Whether speaking/reasoned : Yes/No
2. Whether reportable : Yes/No