

2023:PHHC:102116

**In the High Court for the States of Punjab and Haryana
At Chandigarh**

CR-1842-2023 (O&M)
Date of Decision:-8.8.2023

Fortis Healthcare Limited ... Petitioner

Versus

M.M. Singh Bedi and another ... Respondents

CORAM: HON'BLE MR. JUSTICE GURVINDER SINGH GILL

Present:- Mr. Salim Hassan, Advocate alongwith
Mr. Vibhav Jain, Advocate for the petitioner.

Mr. Ritesh Khatri, Advocate alongwith
Mr. Vikas Arora, Advocate for respondent No.2.

GURVINDER SINGH GILL, J. (Oral)

CM-13793-CII-2023

The instant application has been moved jointly on behalf of the petitioner as well as respondent No.2 under provisions of Order XXIII Rule 3 read with Section 151 Code of Civil Procedure, 1908 seeking disposal of the main petition i.e. CR-1842-2023 in view of the fact that the matter has been amicably resolved amongst the parties in accordance with settlement agreement dated 28.7.2023 (Annexure - A).

The dispute between the parties pertains to payment of Service Tax in respect of the property, which had been leased out by respondent No.2 – Radha Soami Satsang Beas to the petitioner – Fortis Healthcare Limited.

Since lease deed itself provided for arbitration, the matter was referred to Arbitrator. However, during the pendency of arbitrator proceedings, the matter is stated to have been amicably resolved as per settlement agreement dated 28.7.2023 annexed as 'Annexure - A' with the application.

Mr. Salim Hassan, Advocate proxy counsel for Mr. Vibhav Jain, Advocate representing the petitioner is present in the Court and has identified Mr. Gurpreet Sahota, Authorized Representative of the petitioner, who is present in Court.

Upon being asked Sh. Gurpreet Sahota, Authorized Representative of the petitioner, admitted that the matter has been amicably resolved amongst the parties. He has also stated that the settlement agreement dated 28.7.2023 (Annexure – A) has been signed by him on behalf of the petitioner.

Sh. Ritesh Khatri, Advocate representing respondent No.2 has also submitted that the matter has been amicably resolved amongst the parties. He has identified Mr. Vikas Arora, Advocate, who is stated to be an authorized representative of respondent No.2 as per the authorization letter (Annexure - C).

Upon being asked Mr. Vikas Arora, Advocate has stated that the settlement agreement dated 28.7.2023 (Annexure – A) had been signed by Sh. D.S. Guram, AVSM (Retd.), Joint Secretary RSSB, another authorised representative of respondent No.2. He has admitted the signatures as existing on settlement agreement dated 28.7.2023 (Annexure – A).

Mr. Salim Hassan, Advocate representing the petitioner has furnished a bank draft of Rs.2 crores being 50% of the settled amount,

favouring respondent No.2, to learned counsel representing respondent No.2, who has accepted the same. A copy of the aforesaid demand draft has been furnished to this Court, which is taken on record.

It has been submitted that as per the settlement agreement dated 28.7.2023 (Annexure – A), the remaining 50% of the settled amount is to be paid before the Arbitrator.

Both the learned counsel have submitted that the matter may be finally disposed of in accordance with the aforesaid settlement agreement dated 28.7.2023 and that the parties shall be bound by all the terms and conditions of agreement settlement dated 28.7.2023 (Annexure – A).

In view of the aforestated position, the present application is allowed as prayed for. As such, the instant petition i.e. CR-1842-2023 is disposed of in terms of settlement/agreement dated 28.7.2023 (Annexure A), having been effected between the parties.

It is, however, clarified that the parties shall be bound by all the terms & conditions of the settlement agreement dated 28.7.2023 (Annexure A) and shall move an appropriate application before the Arbitrator for putting an end to the arbitration proceedings after complying with other conditions as may have been agreed amongst them.

With the disposal of main petition i.e. CR-1842-2023, all the pending applications shall stand disposed off.

8.8.2023
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(Gurvinder Singh Gill)
Judge

Whether speaking /reasoned	Yes / No
Whether Reportable	Yes / No