

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

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CWP-25252-2021

Date of Decision: 28.07.2023

REKHA BHARGAVA AND ANR.

... Petitioners

VERSUS

PERMANENT LOK ADALAT AND ANOTHER

... Respondents

CORAM: HON'BLE MR. JUSTICE VINOD S. BHARDWAJ.

Present: Mr. Dinesh Kumar Dakoria & Mr. Yogesh Rathee,
Advocates for the petitioners.

Mr. Hemant Saini, Advocate
for respondent No.2.

VINOD S. BHARDWAJ, J. (ORAL)

Challenge in the present petition is to the impugned Award dated 29.07.2021 passed by Permanent Lok Adalat (Public Utility Services), Gurugram, whereby the respondent No.2 –M/s BPTP Ltd. has been directed to refund the entire amount of Rs.51,08,888/- received by it from the petitioner against the allotment of a flat, alongwith interest at the rate of 9% per annum.

The matter had come up for hearing on 18.05.2023, when counsel for the respondent No.2 had submitted that there was possibility of amicable resolution of the dispute between the parties and put forth his offer to make a payment of Rs.95,00,000/- towards full and final settlement of the claim of the respondent No.2-applicant.

Per contra, the demand then raised by the respondent No.1-Applicant was Rs.1,11,00,000/- for settlement in the present petition.

Taking into consideration the possibility of amicable resolution of the dispute between the parties and noticing the differential amount, the parties were relegated to appear before the Mediation and Conciliation Centre of this Court to explore the possibility of amicable resolution of the dispute in question.

On resumed hearing today, counsel for the parties are *ad idem* that they have mutually settled the amount towards full and final settlement of all claims at Rs.1,02,50,000/- (inclusive of principal and interest thereon). Counsel for the parties have informed that the only grey area which remains to be resolved is the mutual distrust. The respondent No.2 wants the original documents to be returned to it, whereas there are certain post dated cheques qua which the petitioner-applicant has expressed his apprehension that the cheques might be dishonoured on presentation before the Bank.

I find that such apprehensions may or may not be well founded and should not stand in the way of resolving the dispute between the parties. The details of the negotiable instruments i.e. Demand Drafts/post dated cheques are tabulated as under:

Sr. No.	Draft/Cheque Numbers	Date	Amount	Bank
1.	093233 & 093232	07.07.2023	Rs.15,00,000/- each	IndusInd Bank
2.	859079 859080 859081 859082	01.08.2023	Rs.3,75,000/- each	-do-
3.	859083 859084 859085 859086	01.09.2023	Rs.3,75,000/- each	-do-
4.	859087 859088 859089	01.10.2023	Rs.3,75,000/- each	-do-

	859090			
5.	859091 859092 859093 859094	01.11.2023	Rs.3,75,000/- each	-do-
6.	859095 859096 859097 859098	01.12.2023	Rs.1,87,131/- Rs.1,87,130/- Rs.4,38,000/- Rs.4,38,000/-	-do-

It is evident that there are two Demand Drafts of Rs.15,00,000/- each (i.e. Rs.30,00,000/- in total) dated 07.07.2023 drawn on IndusInd Bank. Further amongst the other post dated cheques, the last one is likely to be presented for encashment before the Bank by the first week of December 2023.

Learned counsel for the respondent No.2 has assured that posted dated cheques shall be duly honoured and appropriate and adequate arrangements shall be made to ensure that the said cheques are not dishonoured.

Taking into consideration the fact that there has been a settlement between the parties and that the post dated cheques have also been executed by the respondent No.-2/Developer, the present petition is disposed of with the following directions:

- (i) That the dispute between the parties stands resolved at the total agreed amount of Rs.1,02,50,000/- towards full and final settlement of all dues (principal+interest)of the petitioner from the respondent No.2/Developer.
- (ii) That the Demand Drafts/Post Dated Cheques, detailed above, have been handed over to the counsel for the petitioner today in Court.

- (iii) That the requisite original documents shall be handed over by counsel for the petitioner within a period of 30 days after the cheques in question have been honoured and the payments credited to the account of the petitioner.
- (iv) Counsel for the respondent No.2-Developer has assured that in the event of any cheque not being honoured on account of any intervening circumstances/technical reasons, he undertakes to ensure that the payment as claimed against the said cheque is released within the period of four days of the same being informed to him notwithstanding whether there is any holiday or vacation.
- (v) In the event of the aforesaid statement and/or assurance not being honoured, the petitioner shall be at liberty to seek revival of the present petition. The settlement of Rs.1,02,50,000/- shall thereafter reopen and will not be operative as binding against the petitioner.
- (vi) If any of the original documents, as are requested to be delivered back, is missing, the petitioner shall submit an affidavit about the same and furnish an undertaking to return the same as and when traced and that such document shall not be used to the prejudice of respondent No.2.
- The petition stands disposed of accordingly.

28.07.2023.
rajender

(VINOD S. BHARDWAJ)
JUDGE

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