

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

(109+209)

CMA-1-2024 in/and CAPP-3-2016 (O&M)
Decided on : 29.01.2024

M/s HUAWEI Telecommunication (India) Company Pvt. Ltd.Appellant (s)

Versus

M/s Sahai Executive Contracts Pvt. Ltd.

.....Respondent(s)

**CORAM : HON'BLE MR.JUSTICE G.S. SANDHAWALIA
HON'BLE MS.JUSTICE LAPITA BANERJI**

Present:- Mr.J.S.Brar, Advocate, for
Mr.Shikar Sarin, Advocate for the applicant-appellant.

Mr.Puneet Gupta, Advocate, for the respondent.

G.S. Sandhawalia, J. (Oral)

CMA-1-2024

1. Application filed for placing on record affidavit dated 13.12.2023 (Annexure A-1) recording the terms of the compromise in view of the order passed on 12.09.2023, is allowed. Same is taken on record. Office to append the same at appropriate place.

2. CMA stands disposed of.

CAPP-3-2016

3. As per the affidavit dated 13.12.2023 (Annexure A-1), parties have settled their dispute. The understanding which has been arrived at reads as under:

“a. Respondent Company has agreed adjust the amount of INR 15,00,000/- (Rupees Fifteen Lakh only) in full and final settlement of all its claims. This amount was deposited by the Appellant Company pursuant to order dated 30/10/2016 passed by this Hon’ble Court and was withdrawn later-on by Respondent Company pursuant to order dated 29/03/2017.

b. That Respondent Company has also agreed to withdraw the winding up petition viz. CP 128/2012 as settled.

c. That Appellant Company has agreed that it shall not seek refund of the said amount of INR 15,00,000/- and shall withdraw the appeal filed by it viz., CAPP 3/2016 as settled.

d. That the Parties shall also be filing a joint affidavit in the winding up petition viz., CP 128/2012 for closure of the said winding up as satisfied and settled and that the appointment of OL and further proceedings of OL appointed by the Hon’ble Court are not required anymore as the amount to be recovered stands satisfied.”

4. Keeping in view the above, the present appeal is dismissed as withdrawn. The parties are bound by the terms of the said compromise and the respondent-Company shall take necessary steps. The bank guarantees given by the respondent-Company and the necessity to file affidavit to bring back the amount along with interest as ordered on 29.03.2017 is also modified with directions that it shall not remain in force.

5. In view of the above, the appeal stands disposed of in the agreed terms.

(G.S. SANDHAWALIA)
JUDGE

(LAPITA BANERJI)
JUDGE

January 29th, 2024
sailesh

Whether speaking/reasoned :	Yes	
Whether Reportable :		No