

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

1) CRM-A-442-MA-2017 (O&M)  
Date of decision: 16.02.2024  
Jaswinder Singh Guliani ....Petitioner

## Versus

Kamayani Bhatnagar ...Respondent

2) CRM-A-443-MA-2017 (O&M)

Jaswinder Singh Guliani ....Petitioner

## Versus

Kamayani Bhatnagar ...Respondent

**CORAM: HON'BLE MR. JUSTICE HARPREET SINGH BRAR**

**Present:** Mr. G.S. Gurna, Advocate  
for the applicant/appellants.

Mr. Randeep Tanwar, Advocate for  
Mr. Padamkant Dwivedi, Advocate  
for the respondent.

**HARPREET SINGH BRAR, J. (ORAL)**

This common order shall dispose of both the above-mentioned applications together.

The present applications are directed against the impugned orders dated 06.08.2016 and 03.10.2016, respectively, passed by the learned Judicial Magistrate 1<sup>st</sup> Class, Ludhiana, vide which the complaints filed by the applicant/appellant under Section 138 of the Negotiable Instruments Act, have been dismissed for non-prosecution.

During the pendency of the present applications, on the joint request of the parties, the matter was referred to the Mediation and Conciliation Centre of this Court and as per the report of the Mediator dated 15.01.2024, the

parties have settled their dispute by way of an amicable settlement. The settlement agreement is also signed by both the parties and as per the settlement, the settled amount of Rs.40 lakhs (Rupees Forty Lakhs Only) is to be paid to the applicant/appellant as full and final payment in twenty instalments. The list of the settlement is incorporated in para 7 of the settlement deed which is as under:-

‘a) It has been agreed between the parties that the second party shall pay an amount of Rs.40,00,000/- (Rupees Forty Lacs Only) (wrongly typed as Rupees Forty Two Lacs Only) to the first party as full and final against Cheque bearing No.001852 dated 22.01.2015 for Rs.32,00,000/- drawn on UCO Bank, New Subji Mandi, PO Azadpur, Delhi, cheques bearing No.524041 dated 15.12.2014 of Rs.15,05,007/-, cheques bearing No.524042 dated 25.12.2014 of Rs.15,05,000/- and cheques bearing No.524043 dated 07.01.2015 of Rs.15,00,000/- drawn on UCO Bank, New Subji Mandi, PO Azadpur, Delhi in instalments. All the cheques issued by the second party is drawn on RBL Bank Pashchim Vihar, Jawala Hedi Market, Delhi and the details of the instalments are as follows:-

| Sr. No. | Dated      | Amount        | Cheque No. |
|---------|------------|---------------|------------|
| 1.      | 18.01.2024 | Rs.1,00,000/- | 000041     |
| 2.      | 22.02.2024 | Rs.2,00,000/- | 000042     |
| 3.      | 22.03.2024 | Rs.2,00,000/- | 000043     |
| 4.      | 22.04.2024 | Rs.2,00,000/- | 000044     |
| 5.      | 22.05.2024 | Rs.2,00,000/- | 000045     |
| 6.      | 22.06.2024 | Rs.2,00,000/- | 000046     |
| 7.      | 22.07.2024 | Rs.2,00,000/- | 000047     |
| 8.      | 22.08.2024 | Rs.2,00,000/- | 000048     |
| 9.      | 22.09.2024 | Rs.2,00,000/- | 000049     |
| 10.     | 22.10.2024 | Rs.2,00,000/- | 000050     |
| 11.     | 22.11.2024 | Rs.2,00,000/- | 000051     |
| 12.     | 22.12.2024 | Rs.2,00,000/- | 000052     |
| 13.     | 22.01.2025 | Rs.2,00,000/- | 000053     |
| 14.     | 22.02.2025 | Rs.2,00,000/- | 000054     |
| 15.     | 22.03.2025 | Rs.2,00,000/- | 000055     |
| 16.     | 22.04.2025 | Rs.2,00,000/- | 000056     |
| 17.     | 22.05.2025 | Rs.2,00,000/- | 000057     |
| 18.     | 22.06.2025 | Rs.2,00,000/- | 000058     |
| 19.     | 22.07.2025 | Rs.2,00,000/- | 000059     |
| 20.     | 22.08.2025 | Rs.3,00,000/- | 000060     |

b) Photocopies of above said cheques are attached herewith.

CRM-A-442-MA-2017 (O&M) &  
CRM-A-443-MA-2017 (O&M)

-3-

c) It has been agreed between the parties that in case any default or dishonour of the cheque the first party has a liberty to take legal action as per law.'

In view of the settlement, present applications are disposed of, however, it is made clear that in case of any default or dishonour of the cheque, the applicant/appellant would be at liberty to take legal action in accordance with law.

Pending miscellaneous application(s), if any, shall also stand disposed of.

(HARPREET SINGH BRAR)  
JUDGE

16.02.2024  
Neha

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