

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

335

CR-1025-2025

Decided on: 26.03.2025

Vikas Jain

... Petitioner

Versus

M/s Unidev India

... Respondent

CORAM: HON'BLE MR. JUSTICE VIKAS BAHL

PRESENT: Mr. Vidul Kapoor, Advocate
for the petitioner.

Mr. Ashwani Bakshi, Advocate
for the respondent.

VIKAS BAHL, J.(ORAL)

1. The present Civil Revision Petition has been filed under Article 227 of the Constitution of India for setting aside the order dated 23.01.2025 (Annexure P-7) passed by the Civil Judge (Jr. Divn.), Ludhiana whereby application of the petitioner for staying the proceedings before the Executing Court during the pendency of the appeal against the order dated 11.12.2024 passed in the application under Order 9 Rule 13 CPC has been dismissed.

2. On 06.03.2025, this Court had been pleased to pass the following order:-

*“Present: Mr. Vidul Kapoor, Advocate
for the petitioner.*

*Mr. Ashwani Bakshi, Advocate
for the respondent.*

Learned counsel for the petitioner has submitted that in pursuance of the order dated 17.02.2025, an amount of Rs.8,50,000/- has been deposited by the petitioner before the trial Court and has given a copy of the order dated 03.03.2025 during the course of arguments, which is taken on record and has been marked as 'Mark A'.



Learned counsel for the petitioner as well as learned counsel for the respondent have jointly submitted that there is possibility of an amicable settlement between the parties and thus, the matter be referred to the Mediation & Conciliation Centre of this Court.

In view of the above, the parties are directed to appear before the Mediation & Conciliation Centre of this Court on 07.03.2025.

For awaiting the report of the Mediator, adjourned to 26.03.2025.

Interim order to continue.

March 06, 2025”

3. Learned counsel for the petitioner as well as counsel for the respondent have jointly submitted that in the present case, the matter has been amicably settled and a detailed settlement agreement dated 07.03.2025 has been entered into between the parties before the Mediation and Conciliation Centre of this Court. It has been jointly submitted that as per the terms and conditions of the said agreement, an amount of Rs.5,75,000/- is to be paid by the petitioner to the respondent by virtue of Demand Draft on 26.03.2025 i.e. today and in pursuance of the said terms and conditions, a Demand Draft of the said amount has been handed over to the counsel for the respondent by learned counsel for the petitioner which fact has been re-affirmed by the counsel for the respondent. It is further submitted that it has further been agreed that an amount of Rs.8,50,000/- deposited in the Executing Court by the petitioner in the form of FDR, is to be returned and be refunded to the petitioner and it is stated that the petitioner has already moved an application before the Executing Court for return of the said amount to which the petitioner is entitled. It is further submitted that the compromise has been entered into with the free will of both the parties and without any influence and both the parties would be bound by the terms of



the said compromise and it is further prayed that the present petition be disposed of in terms of the said compromise.

4. Keeping in view the abovesaid facts and circumstances, moreso, the fact that the matter has been compromised and a compromise/detailed settlement dated 07.03.2025 has been entered into before the Mediation and Conciliation Centre of this Court, the present petition is disposed of in terms of the said compromise, which has already been placed on record. Both the parties would be bound by the terms of the said compromise.

5. Since as per the said compromise, the petitioner is permitted to receive the amount of Rs.8,50,000/- deposited in the Executing Court in the form of FDR and it is the case of the petitioner that he has already moved the said application before the Executing Court, the Executing Court is requested to consider the said application as expeditiously as possible after taking into consideration the terms of the settlement agreement.

26.03.2025

Mehak

Whether reasoned/speaking?
Whether reportable?

Yes/No
Yes/No

(VIKAS BAHL)
JUDGE