

**CWP-30257-2019****1****IN THE HIGH COURT OF PUNJAB & HARYANA AT CHANDIGARH****CWP-30257-2019****Date of decision : March 06, 2025**

ICICI Bank Limited

....Petitioner

Versus

Asha Rani and others

....Respondents

CORAM: HON'BLE MR. JUSTICE KULDEEP TIWARI

Present : Mr. Karan Gaba, Advocate for
Mr. Sandeep Suri, Advocate, for the petitioner

Mr. Aditya Dassaur, Advocate, for respondent No. 1

KULDEEP TIWARI,J. (ORAL)

1. Through the instant petition, challenge is thrown to the award passed by the Permanent Lok Adalat (Public Utility Services), SBS Nagar dated 29.5.2019. During the pendency of the instant petition, the matter was sent to the Mediation and Conciliation Centre of this Court, to explore the possibility of amicable settlement. The exercise so conducted by the Mediation and Conciliation Centre of this Court, yielded fruit, and the matter has been settled. The settlement which arrived between the parties, are extracted hereinafter:-

“1. The brief facts of the case are that the second party has availed a house loan of Rs. 3,06,426/-(Rupees three lakh six thousand four hundred twenty six only) which was disbursed to him by the first party for a tenure of 120 months and monthly instalment of Rs.3750/-.As per the version of the second party, they have paid 118



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EMIS so far without fail and only two instalments are pending to be paid. But the first party has different version to State with regard to the pending payments which led to the second party to file a case into Permanent Lok Adalat. The case was disposed of with certain directions to both the parties and some of the directions were not acceptable to the first party, thus, the writ petition CWP-30257 of 2019 was filed by the first party.

2. On request of both the parties, the case was sent to the Mediation Centre by the Hon'ble High Court.

3. The undersigned was appointed as Mediator in the present mediation. The parties have with the assistance of the Mediator/Conciliator voluntarily arrived at an amicable solution resolving the disputes and differences amongst themselves.

4. The parties hereto confirm and declare that they have voluntarily and of their own free will arrived at this Settlement/Agreement in the presence of the Mediator/Conciliator on the following terms and conditions:-

(a) That both the parties agrees that there is no dispute now regarding any sort of dues with each other and everything has been settled as per the mutual understanding and thus no amount is pending against each other.

(b) That the second party has agreed to forgo the entire penal charges of Rs.100/- per day for any delay in return of the title deed to the Lrs after the period of 30 days from 29.05.2019.

(c) That the first party will issue the NOC as per the



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norms and due course of time after the signing of this agreement.

(d) That both the parties have agreed that the original documents of title of the mortgaged property will be returned as per the procedure and after completion of the formalities as prescribed by the Bank or in alternative as per the direction of the Hon'ble High Court.

(e) The parties further undertake not to initiate or institute any unwanted litigation against each other and their family arising out of the matter in dispute. The parties further undertake not to use any document etc. against each other which have been left in their possession after this date of agreement or used as an evidence against each other in Court of Law.

(f) As per knowledge of both the parties, there is no other pending litigation between the parties qua the present dispute. It has been further agreed between the parties that in case of coming into knowledge of any petition or case filed by any of the parties against other, the same shall be withdrawn by either of the party who has filed it.

(g) This settlement has been arrived at between the parties without any pressure, undue influence or misrepresentation and both the parties have agreed to abide by the terms and conditions of the agreement. Both the parties shall be bound with the terms and conditions of this compromise.

5. It has been further decided between the parties that in case of necessity, both the parties shall be free to present the copy of the above compromise before any

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authority or court if the same is required to witness the execution of the compromise or to settle any pending controversy between the parties.

6. The parties have gone through the contents and the same have been explained to the parties in their vernacular language and after admitting the same as correct, have put their respective signatures.

7. The copy of the settlement is being handed over to both the parties.”

2. Both the parties are ordered to be bound by the terms and conditions of the aforesaid settlement agreement. The matter stands **disposed of**, accordingly.

March 06, 2025

(KULDEEP TIWARI)
JUDGE

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<i>Whether speaking/reasoned ?</i>	<i>Yes/No</i>
<i>Whether Reportable ?</i>	<i>Yes/No</i>