



CR-4018-2025

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

(122)

CR-4018-2025

Date of Decision: - 22.05.2026

Mamta Rani

....Petitioner

Versus

Tirath Singh and another

.....Respondents

CORAM : HON'BLE MR. JUSTICE VIKAS BAHL

Present:- Mr. Anil Kumar Spehia, Advocate
for the petitioner.

Mr. Bhriugu Dutt Sharma, Advocate
for the respondents.

VIKAS BAHL, J. (ORAL)

1. Challenge in the present revision petition is to the order dated 20.05.2025 (Annexure P-8) passed by the Motor Accident Claims Tribunal, Jalandhar. The present revision petition has been filed by the claimant on account of death of her husband, namely, Ashok Kumar, which took place in a vehicular accident on 27.10.2020.

2. During the course of arguments, it has been brought to the notice of this Court that the matter has been settled by a detailed agreement/settlement dated 30.04.2026 before the Mediation & Conciliation Centre of this Court and the said agreement has been placed on record of the present case. It is submitted that the terms of the settlement have been mentioned in para 7. Para 7 of the said settlement is



reproduced as under: -

“7. The following settlement has been arrived at between the Parties hereto:

- a) That both the parties have mutually agreed that the second party would pay an amount of Rs.18,00,000/- (Rupees Eighteen Lacs only) to the first party in full and final settlement of the above said claims.*
- b) That the amount of Rs.18,00,000/- (Rupees Eighteen Lacs only) shall be paid by the second party to the first party in the following manner:-*
 - (i) First instalment of Rs.1,00,000/- (Rupees One Lac Only) by way of cheque bearing No.007763 dated 30/04/2026 Capital Small Finance Bank Limited Village Post Office Kandola Kalan-144039, Tehsil Phillaur, District Jalandhar in favour of the first party namely Mamta Rani has been paid to the first party today i.e. 30/04/2026 in the Mediation and Conciliation Centre of this Hon'ble High Court and the same has been received by the first party.*
 - (ii) Remaining amount of Rs. 17,00,000/- (Rs. Seventeen Lacs Only) shall be paid in 34 equal instalments each of Rs.50,000/- (Rupees Fifty Thousand Only) by the second party starting from 10th June, 2026. The above said 34 equal instalments of Rs.50,000/- (Rupees Fifty Thousand Only) shall be paid by the second party on or before 10th of every month till 10th of March, 2029 in the account of the first party namely Mamta Rani w/o Ashok Kumar having Account No. 40018155708 State Bank of India, Nurmahal, Branch Code-02442, IFSC Code- SBIN0002442.*
- c) That the above said amount of Rs.18,00,000/- (Rupees Eighteen Lacs only) would be the full and final settlement and the first party will have no further claim against the second party.*
- d) It has been further agreed between both the parties that FAO-1399-2025 titled as Tirath Singh Vs. Mamta shall also be deemed to have been settled/compromised as per the terms of the present compromise.*



- e) *That the first party also agrees and undertakes to cooperate with second party in getting FIR No.170 registered as Police Station Noor Mahal quashed/cancelled. The first party undertakes not to pursue the said FIR. The first party further undertakes not to depose against the second party in the said FIR. The first party further undertakes to make the statement in favour of the second party in the said FIR as and when required in any court of Law/Authority as may be required.*
- f) *It has been further agreed between both the parties that the first party will not pursue the execution of the award before the Executing Court or Revenue Authority/Tehsildar as per this compromise settlement.*
- g) *It has been agreed between both the parties that the land belonging to the second party will not be alienated till the final payment is given to the first party. However, in case the second party wants to sell the land, then the remaining payment out of the above said amount of Rs.18,00,000/- (Rupees Eighteen Lacs only) will be made to the first party at the time of the sale of the land. However, the first party will be free to enter into an agreement to sell with any other party for the sale of the land.”*

3. It has been jointly prayed that the present revision petition be disposed of and the parties be bound by the terms of the said agreement.

4. Keeping in view the above-said facts and circumstances, the present revision petition is disposed of in terms of the settlement dated 30.04.2026. As stated before this Court, the parties would be bound by the terms of the said agreement/settlement.

May 22, 2026
naresh.k

(VIKAS BAHL)
JUDGE

Whether reasoned/speaking?	Yes
Whether reportable?	No