(2019) 09 P&H CK 0242

In the Punjab And Haryana At Chandigarh

Case No : Civil Revision No. 537 Of 2015

Punjab & Sind Bank — APPELLANT

Vs

Late Hanuman Dass Through His Son And Applicant, Pawan Kumar And Another — RESPONDENT

Date of Decision : 23-09-2019

Acts Referred:
Code Of Civil Procedure, 1908 — Order 9 Rule 13

Citation : (2019) 09 P&H CK 0242

Hon'ble Judges : B.S. Walia, J

Bench : Single Bench

Advocate : B.P.S. Dhaliwal, Randhir Singh

Judgement

B.S. Walia, J

[1] Challenge in the revision petition is to Order (Annexure P-1) dated 18.10.2014 passed by the learned Civil Judge (Senior Division), Sirsa, allowing the application under Order 9 Rule 13 CPC and setting aside ex parte order dated 15.05.1995 as well as ex parte judgment and decree (Annexure P- 2) dated 31.10.2000 and allowing the legal heirs of deceased-defendant No.1/Hanuman Dass to join the proceedings.

[2] During the pendency of the proceedings before this Court, the matter was referred to the Mediation & Conciliation Centre of this Court, where an agreement/settlement was entered into between the petitioner and LR of deceased-respondent/Hanuman Dass as per which, the LR of the deceased-respondent has agreed to re-pay a sum of Rs. 4,30,000/- towards full and final settlement of the account with 15% of the aforesaid amount i.e. Rs. 65,000/- to be paid within 30 days from the date of agreement/settlement i.e. on or before 21.08.2019 and the remaining amount i.e. Rs. 3,65,000/- to be deposited by Pawan Kumar, LR of the deceased respondent within 90 days from date of agreement/settlement, with the further agreement that in case, the second party fails to deposit the balance amount on or before 19.10.2019 in that eventuality,

the amount would be payable along with interest at the rate (MCLR (prevailing) + 2.5% per annum, simple interest) but in case letter for extension of time beyond 19.10.2019 is submitted, the same would be considered sympathetically by the competent authority keeping in view the poor financial status of the second party and further that after the receipt of total consideration of Rs. 4,30,000/-, the mortgage papers submitted in the bank by the guarantor Kamla Devi would be released immediately along with 'No Due Certificate'. It has further been agreed that after settlement of the amount of the deceased-respondent, a sum of Rs. 8,50,000/- deposited by the bank in Execution Petition No.1058 of 2002 titled as 'Punjab & Sind Bank versus Hanuman Dass' would be released to the bank by moving an appropriate application before the learned Court and further that the bank would on receipt of the settled consideration of Rs. 4,30,000/- plus interest if any, withdraw the revision petition etc.

[3] Copy of the settlement/agreement is taken on record and shall be read as part & parcel of this order.

[4] Learned counsel for the petitioner states that in view of the compromise, which has been partly acted upon the petitioner does not wish to pursue the revision petition and may be permitted to withdraw the same, with liberty to move an application for revival of the same in case of non adherence by the respondent to the terms & conditions of the agreement/settlement.

[5] In view of the position as noted above, as well as statement of learned counsel for the petitioner, the revision petition is permitted to be withdrawn, while directing the parties to adhere to the terms & conditions of the agreement/ settlement dated 22.07.2019. However, in case, the situation so warrants, the petitioner would be at liberty to move an application for the revival of the revision petition.

