
(2019) 01 P&H CK 0259

In the Punjab And Haryana At Chandigarh

Case No : Civil Revision No. 7955 Of 2017(O&M)

Surendra Kumar Jatav

APPELLANT

Vs

Parvinder P.S. Bawa

RESPONDENT

Date of Decision : 07-01-2019

Acts Referred:

Code Of Civil Procedure, 1908 — Order 7 Rule 11

Citation : (2019) 01 P&H CK 0259

Hon'ble Judges : Raj Mohan Singh, J

Bench : Single Bench

Advocate : Sajid, G.C. Shahpuri, R.K. Chaudhary, K.L. Dhingra

Final Decision : Dismissed

Judgement

Raj Mohan Singh, J

[1]. On 05.09.2018, both the parties were ad idem that in view of nature of controversy involved, there were chances of amicable resolution of the dispute. As a result of aforesaid consensus between the parties, the matter was referred to Mediation and Conciliation Centre of this Court.

[2]. Both the parties have amicably resolved their differences and a settlement has been reached between them.

[3]. In view of intervention of the Mediator, following terms and conditions have been settled between them:-

"1. The petitioner-first party was appointed as Member (Technical) in Railway Claims Tribunal, Chandigarh after his retirement from the Railways at the Railways Claims Tribunal, Bench Kendriya Sadan, Sector-9, Chandigarh. The respondent-second party was working as Chief Law Assistant of the Northern Railway.

2. During the course of his appointment, the second party filed a complaint of misbehaviour against Mr. Surendra Kumar Jatav-first party before the Chairman,

Railways Claims Tribunal, New Delhi. The office of the Chairman, Railways Claims Tribunal, New Delhi sought comments of the first party on the complaint so filed and the first party vide his reply dated 10.03.2016 submitted his comments under confidential cover. After evaluation of the comments of the first party qua the complaint, the Chairman filed the complaint.

3. The second party sought a copy under the RTI of the confidential report comprising the comments of the first party. Thereafter, the second party filed a civil suit against the first party for damages causing defamation by making uncalled-for remarks by calling the second party a 'corrupt person' along with interest @ 12 % per annum. This suit was filed in the Court of Civil Judge, Chandigarh, wherein the first party filed an application under Order 7 Rule 11 CPC. This application was dismissed by the Civil Judge, Chandigarh on 29.08.2017. Aggrieved by this order the first party filed the present Civil Revision.

4. Pending mediation the second party filed a criminal complaint against the first party in the Court of JMIC-Chandigarh. No summoning order has been issued so far.

5. After the case was referred for Mediation, several mediation sessions were held with the parties. The parties have now with the intervention of their counsel agreed to resolve the issues involved:-

i. The first party tenders unconditional apology to the second party which is as follows. "I had submitted a "confidential" report to Hon'ble Chairman, Railway Claims Tribunal, New Delhi, regarding the working of legal assistants in RCT and High Court of Punjab and Haryana, at Chandigarh. In this report I unintentionally used words 'corrupt CLA's like Sh. Bawa' which has been objected by Sh. P.P.S. Bawa. If this word used in a confidential report addressed to Hon'ble Chairman, RCT, New Delhi, has hurt the feelings of Sh. P.P.S. Bawa, I hereby withdraw this word and feel sorry for this. I have nothing adverse about the working of Sh. Bawa, on record".

ii. The second party, on his part accepts the apology and undertakes to withdraw entire pending litigation arising out of this unpleasantness. He undertakes to withdraw the criminal complaint filed against the first party which is pending in the Court of JMIC, Chandigarh and also the civil suit claiming damages pending in the Court of Civil Judge, Chandigarh.

6. 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.

7. By signing this agreement the parties hereto state that all the disputes and differences between them have been amicably settled by the parties hereto through the process of Conciliation/Mediation and shall not institute any other case against each other with reference to the present claim.

8. That the parties undertake to unflinchingly abide by the terms and conditions

set out in the agreement and not to dispute the same in future.

9. That the parties to this agreement hereby state that they have read the agreement that they have understood the contents thereof and their execution of agreement is voluntary. Each party has relied upon or has had the opportunity to seek legal advice of their counsel.

10. The execution of this agreement, each signatory acknowledges receipt of fully executed duplicate/original of this agreement.

11. That it has been further agreed between the parties that in case of necessity, both the parties shall be free to present the copy of the above compromise before any authority or Court if the same is required to witness the execution of the compromise or to settle any pending controversy between the parties."

[4]. In view of aforesaid, learned counsel for the petitioner wishes to withdraw the present revision petition.

[5]. Dismissed as withdrawn.