

HIGH COURT OF UTTARAKHAND AT NAINITAL
DAILY LOK ADALAT

First Appeal No. 108 of 2024

Rajneesh Chandra Bhanot Appellant

Versus

Vinod Chandra Bhanot and another Respondents

with

First Appeal No. 109 of 2024

Rajneesh Chandra Bhanot Appellant

Versus

Vinod Chandra Bhanot and another Respondents

Present:

Mr. Raghav Singhal, Advocate holding brief of Mr. Piyush Garg, Advocate
for the appellant.

Mr. Bhuwan Bhatt, Advocate for the respondents.

Daily Lok Adalat Award

Hon'ble Rajesh Tandon, J. (Retd.)
Mahesh Chandra Pant, Advocate / Member

Appellant-Rajneesh Chandra Bhanot, respondent
no.1-Vinod Chandra Bhanot and respondent no.2-Satish Chandra
Bhanot are present before the Daily Lok Adalat today.

2. Both the appeals have been preferred arising out of
the suit filed for partition of the joint family properties. Appeal
No. 108 of 2024 is connected with Appeal No. 109 of 2024.

3. That on 19.03.2025 the matter was referred to the
Daily Lok Adalat, the order passed is quoted below: -

“ FA No. 108 of 2024

Heard Mr. Piyush Garg, learned counsel for

appellant and Mr. Bhuwan Bhatt, learned counsel appearing for respondent no.1.

2. Mr. Bhuwan Bhatt, Advocate, filed his Vakalatnama before the Court.

3. Vakalatnama is taken on record.

4. On the request of both the parties, the present matter is referred to the Daily Lok Adalat.

5. Both the parties are directed to appear before the Daily Lok Adalat on 03.04.2025.”

4. The Appeal No. 108 of 2024 was filed challenging the decree dated 13.03.2024 passed by 9th Additional Civil Judge (Sr. Div.), Dehradun in O.S. No. 346 of 2011, by means of which the suit filed by the plaintiff seeking declaration of the gift deed dated 24.09.2010 be declared to be illegal and void.

5. Appeal No. 109 of 2024 has been filed against the judgment and decree dated 13.03.2024 passed by the learned 9th Additional Civil Judge (Sr. Div.), Dehradun in O.S. No. 346 of 2011, whereby the counter claim filed by the appellant seeking a mandatory injunction against the respondent for eviction from any part of the residential portion of the property in question has been dismissed.

6. The record shows that another suit no. 191 of 2012 was filed by the appellant seeking refund of Rs. 9,00,000/- (Nine Lakhs), the suit was also dismissed on 13.03.2024. The appeal was preferred being Appeal No. 65 of 2024 before the learned District Judge, Dehradun.

7. During the pendency of the Appeal No. 108 of 2024 and 109 of 2024 before this Hon'ble Court, both the parties who are present before the Daily Lok Adalat have preferred a settlement deed for compromising the matter. The compromise deed is part of the award.

8. Both the parties have stated in the compromise application to the following effect: -

“10. That during the pendency of the present Appeal, the parties have resolved their dispute and have mutually agreed to settle all disputes and all pending litigations between them on the following terms: -

(i) That the property in question shall be sold by the mutual consent of the appellant and the respondent no.1, Shri Vinod Chandra Bhanot on the basis of compromise between the parties. Shri Rajneesh Chandra Bhanot shall get the 2/3rd share of the sale proceeds and Shri Vinod Chandra Bhanot shall get 1/3rd share of the sale proceeds.

(ii) That the respondent no.1 shall pay a sum of Rs. 22,00,000/- to the appellant in the following manner:-

(i) The respondent no.1 has deposited a demand draft of Rs. 9,00,000/- before the learned Court Below in terms of the Decree. The appellant shall withdraw the said demand draft and will get the same en-cashed. In case said draft is found to be expired, the respondent no.1 shall get back the draft

from the appellant and shall pay a sum of Rs. 9,00,000/- to the appellant by any mode of bank transfer.

(ii) The respondent no.1 Shri Vinod Chandra Bhanot shall also pay the balance amount of Rs. 13,00,000/- to the appellant as compensation towards expenses incurred by the appellant in pursuing the litigation within 15th days of execution of sale deed through any mode of bank transfer.

(iii) That a part of the property in question is commercial consisting of three shops under the tenancy of Smt. Saroj Goyal and if any compensation is required to be paid to Smt. Saroj Goyal to get the premises vacated, the appellant shall bear the $\frac{2}{3}$ rd of the said compensation and the respondent no.1 shall bear the $\frac{1}{3}$ rd of the said compensation. In case compromise for vacation of the property fails, the same shall be sold as it is.

(iv) That the parties agree to withdraw all pending litigation and cases between themselves or their family members and affirm that no further litigation would be instituted by any of the parties against each other.

(v) That one case being miscellaneous case no. 94 of 2024, filed by the respondent no.1, Shri Vinod Chandra Bhanot is pending before the learned court of 4th ACJ (S.D) Shri Vinod Chandra Bhanot shall get the same being withdrawn on the basis of compromise between the parties.

- (vi) That one criminal case no. 5386 of 2023, “State vs. Rajneesh Chandra Bhanot & Anr.” Under Section 323, 504, 506 IPC being filed on the complaint of respondent no.1, Shri Vinod Chandra Bhanot is pending before the learned Chief Judicial Magistrate, Dehradun. Shri Vinod Chandra Bhanot shall get the said case being withdrawn on the basis of compromise between the parties or being quashed on the basis of compromise between the parties.
- (vii) That the parties shall get the present appeals pending before the hon’ble Court and the appeal pending before Learned District Judge, Dehradun decided on the basis of compromise between the parties.
- (viii) That in case of violation of the terms and conditions of the compromise, the parties to the suit shall be at liberty to get the present compromise decree being executed.”

9. The compromise application along with the proforma submitted by both the parties shall form part of the record of the present award. In terms of the paragraph no. 10 (i) to (viii) mentioned in the compromise application the award is passed accordingly.

10. It has been stated by the parties that the award shall also cover the Appeal No. 65 of 2024 pending before the District Judge, Dehradun. The same is also mentioned in (vii) of the compromise.

11. Accordingly, by the present compromise the award is passed for settling the disputes between the parties before this Hon'ble Court as well as pending before the District Judge, Dehradun.

12. The parties have filed an application for refund of the stamp duty/court fees. The same be returned as the matter has been settled before this Daily Lok Adalat. The executing court shall take steps for the refund of the stamp duty/court fees paid by the parties.

13. Application has been filed by both the parties for the refund of the court fees paid before the court below. The prayer of the applicant and respondent no.1/plaintiff in both the appeals are that they are entitled for the refund of the court fees as per the provisions prescribed in Section 21 of the Legal Services Authorities Act, 1987, which reads as under: -

“21. Award of Lok Adalat.—(1) Every award of the Lok Adalat shall be deemed to be a decree of a civil court or, as the case may be, an order of any other court and where a compromise or settlement has been arrived at, by a Lok Adalat in a case referred to it under sub-section (1) of section 20, the court-fee paid in such case shall be refunded in the manner provided under the Court Fees Act, 1870 (7 of 1870)

(2) Every award made by a Lok Adalat shall be final and binding on all the parties to the dispute, and no appeal shall lie to any court against the award.”

14. Section 16 of Court Fees Act provides to refund the court fees which reads as under: -

“16. Refund of fee. -Where the Court refers the parties to the suit to anyone of the mode of settlement of dispute referred to in section 89 of the Code of Civil Procedure, 1908 (5 of 1908), the plaintiff shall be entitled to a certificate from the Court authorising him to receive back from the collector, the full amount of paid in respect of such plaint.”

15. In view of the above, it will be open for the appellant/defendant Rajneesh Chandra Bhanot to apply for the refund of the court fees before the first appellate court and respondent /plaintiff Vinod Chandra Bhanot shall apply for the refund of court fees before concerning Civil Court Dehradun.

16. The award is passed accordingly.

(Mahesh Chandra Pant, Adv./Member)
03.04.2025

(Rajesh Tandon, J (Retd.))
03.04.2025

Nahid

To,
Tehsildar, Tallital
Nainital

From
Justice Rajesh Tandon (Retd.)
Former Judge of High Court of
Uttarakhand and Presiding Judge
of Daily Lok Adalat
ADR Center, SLSA.