

**HIGH COURT OF UTTARAKHAND AT NAINITAL****HON'BLE SRI JUSTICE MANOJ KUMAR TIWARI****Writ Petition Misc. Single No. 2169 of 2026****22 July, 2026**

M/s Babuji Transport Company

--Petitioner

Versus

M/s Aarna Health Care and others

--Respondents

Presence:-Ms. Sangeeta Adhikari Patni, learned counsel for the petitioner.

JUDGMENT

1. Petitioner filed a Money Recovery Suit before Commercial Court, Kumaon Division, Haldwani, Nainital, however, he later withdrew the said suit in view of settlement arrived at with the defendant.

2. Petitioner requested for refund of Court Fee, however, his request was turned down by holding that court fee cannot be refunded in a case where suit is withdrawn due to out of court settlement. Petitioner has challenged the order passed by Commercial Court, Haldwani on 13.05.2026, whereby his request for refund was turned down.

3. Section 16 of the Court Fees Act, 1870 reads as under:-



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“6. Refund of fee- Where the Court refers the parties to the suit to any one 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 the fee paid in respect of such plaint.”

4. Reading of the aforesaid provision reveals, that court fee paid by plaintiff can be refunded to him only when the dispute is settled by any one of the mode, provided in Section 89 of Code of Civil Procedure, that too, on a reference made by the Court. If the aforesaid conditions are met, then the Court has to issue a certificate to the plaintiff that he is entitled to refund of court fee and the Collector shall refund the amount paid as court fee.

5. In the present case, parties were not referred to Arbitration, Conciliation, Lok Adalat or Mediation by the court and parties arrived at a settlement on their own and due to resolution of dispute, petitioner sought withdrawal of the suit, therefore no certificate was issued by the Court that petitioner will be entitled to refund of court fee.

6. Section 21 of the Legal Services Authorities Act 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.”

7. Thus a dispute, which is settled by a Lok Adalat also entitles the plaintiff to refund of court fees. It is nobodies case that the dispute between the parties



were settled by a Lok Adalat, therefore, Section 21 of the National Legal Services Authorities Act would also not be attracted.

8. In such view of the matter, this Court do not find any reason to interfere with the order passed by Commercial Court Haldwani.

9. Thus, there is no scope of interference in the matter. The writ petition fails and is dismissed.

(Manoj Kumar Tiwari, J.)

22 July, 2026

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