

518 RSA-4700-2015

Dhanna Singh, Balbir Singh, Gurmail Singh, Sukhdev Singh, and Jagdev Singh.

Vs.

Rajesh Verma, Harwinder Singh, Gurtej Singh

&

XOBS No.9-C of 2016

Dhanna Singh and Ors.

Vs.

Rajesh Verma and Ors.

*** * * ***

Present: Mr. Vikas Singh, Advocate for the appellants.

Mr. Vijay Sharma, Advocate
for the respondents/cross-objectors.

Mr. Dhanna Singh, petitioner-in-person.
Mr. Rajesh Verma, respondent-in-person.
Mr. Dharmvir Singh, respondent-in-person.
Mr. Satish Kumar, respondent-in-person.

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Mr. Rajesh Verma, Mr. Harwinder Singh and Mr. Gurtej Singh filed a suit for specific performance in respect of land measuring 82 Kanal 14 Marlas situated at village Mardaheri Tehsil and District Patiala, as per the agreement to sell. The trial Court by judgment and decree dated October 03, 2012 decreed the suit.

Defendants-Dhanna Singh and others preferred an appeal which came to be heard and decided by the learned Additional District Judge, Patiala. The learned Additional District Judge by judgment and decree dated March 31, 2015 allowed the appeal and set aside the judgment and decree passed by the trial Court. He however, directed the refund of Rs.35 lacs paid by the plaintiffs as earnest money with interest at

6% P.A. from the date of payment till the date of refund of the earnest money.

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Defendants preferred an appeal being RSA No.4700 of 2015 challenging the decree of the learned Additional District Judge whereby he directed the refund of earnest money. The plaintiffs preferred cross-objections No. 9-C of 2016 seeking refund of double of the earnest money.

Hon'ble High Court by order dated May 22, 2017 referred the appeal as also the cross-objections to the Lok Adalat for disposal. The matter has been put before the Lok Adalat today. The parties put in appearance either in person or through their duly authorized attorneys.

The matter has been discussed with the parties as also with their learned counsel. The parties have mutually settled the dispute in the appeal as also in the cross-objections. The terms of settlement are contained in the compromise dated March 24, 2017. It is duly signed/thumb marked by the parties or their attorneys. The compromise is taken on record and is marked as C-1.

As per the compromise the defendants have already paid a sum of Rs.6 lacs through demand draft No.030348 dated March 23, 2017 favouring Harwinder Singh and another six drafts in all for a sum of Rs.24 lacs favouring Dharamvir (2), Satish Kumar (2) and Rajesh Verma (2) who are present in Court have been handed over to them. Photocopy of the six drafts have been placed on record.

Original special powers of attorneys are also taken on record.

The dispute having been settled through a compromise, the appeal as also the cross-objections stand disposed of having been settled through a compromise.

Learned counsel appearing for the parties submitted that the appeal and the cross-objections having been settled through a compromise before the Lok Adalat, the amount of Courts fee paid Rs.36525/- and Rs.83141 in

the appeal as also in the cross-objections respectively be ordered to be refunded in terms of the provisions of Section 21 of the Legal Services Authorities Act, 1987 read with Section 16 of the Courts Fee Act.

On a consideration we find merit in the contention of the learned counsel for the parties. The Courts fee paid by the parties in the appeal as well as in the cross-objections be refunded in terms of Section 21 of the Legal Services Authorities Act, 1987.

(G.C. GARG)
PRESIDENT

(N.K. KAPOOR)
MEMBER

May 31, 2017
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