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RSA No. 5610 of 2015 (O&M)

RANDHIR SINGH VS. BALDEV SINGH AND OTHERS

AND

RSA No. 381 of 2016 (O&M)

BALDEV SINGH AND OTHERS VS. RANDHIR SINGH

Present: Appellant-in person with
Mr. V.K.Sandhir, Advocate &
Mr. Sukhjinder Singh, Advocate
(Respondent in RSA No. 381 of 2016)

Respondents No.1&2-in person with
Mr. Vijay Lath, Advocate &
Mr. Naveen Sharma, Advocate for the respondents
(Appellants in RSA No. 381 of 2016)

* * * *

We propose to dispose of both appeals bearing RSA No. 5610 of 2015 and RSA No. 381 of 2016 by this common order on the basis of the settlement placed on record which stands exhibited as C1.

An application has been filed for impleading the District Collector, Chandigarh as a party for refund of Court-fee and issuance of certificate for refund of Court-fee affixed on memo of appeals.

The applications are allowed to be taken on record. Let they be numbered and be listed for today.

The amended memo of parties have also been taken on record.

The facts are that Randhir Singh filed a suit for specific performance on agreement to sell dated 29.6.2007 against Baldev Singh etc. (defendants) on the ground that after the agreement, part payment had been made and the defendants started making excuses for getting the sale deed

executed. The suit was decreed with costs to the effect that the defendants

will execute the sale deed in favour of the plaintiff within a month from the date of judgment and the plaintiff is directed to deposit the balance consideration in the Court within one month, if the defendants refuse to accept the same vide judgment dated 6.1.2014 passed by Addl. Civil Judge (Sr. Divn.) Anandpur Sahib.

The defendants filed the appeal before the Appellate Court who vide its judgment dated 14.8.2015 allowed the appeal and set aside the impugned judgment and observed as follows:

“Keeping in view the above said discussion, the impugned judgment and decree passed by the learned Lower court are ordered to be set aside by accepting the present appeal partly to the extent that appellant is held liable to pay the double of the amount paid by respondent/plaintiff i.e. Rs.One Crore as alternative relief along with interest at the rate of 12% per annum from the date of execution of the agreement till realization. Hence, the money decree is ordered to be passed in favour of respondent plaintiff for recovery of Rs.One Crore along with interest at the rate of 12% per annum from the date of execution of the agreement till its realization. The parties are left to bear their own costs. Decree sheet be drawn. Lower court record be sent back.”

Plaintiff-Randhir Singh filed the appeal against the said judgment and decree passed by Addl. District Judge, Rupnagar. Defendants Baldev Singh etc. also filed the appeal aggrieved with the payment of double amount of earnest money and the rate of 12% interest p.a.

Both the appeals were referred to the Lok Adalat.

The parties have entered into settlement by virtue of the compromise, Ex.C1. The sale deed had already been stated to be executed in

favour of Randhir Singh (plaintiff). Now it has been agreed by both the parties that Randhir Singh pay a sum of ₹ 1,48,23,000/- (Rupees One Crore Forty Eight Lakh Twenty Three Thousand only) to the 2nd party (Balwant Singh etc.-defendants) by way of bank draft bearing No. 705377 dated 8.2.2017 drawn at State Bank of Patiala, Mandi Gobindgarh. The draft has been handed over to Sh. Baldev Singh etc. which is in the names of all the four defendants (2nd party). Both the appeals be disposed of in view of the compromise and the Court fee affixed by both the parties in their appeals is ordered to be refunded to the respective parties. Both the parties shall withdraw all the pending cases (Civil & Criminal) which arises out of the above agreement to sell and in future will not set-up their any claim against each other.

The compromise Ex. C1 has been signed by Randhir Singh (1st party) and Baldev Singh, Balwant Singh who are present in person and Mr. Vijay Lath, Advocate on behalf of other two defendants Jang Singh and Gurpal Singh. Both the parties and their counsel have also made a joint statement endorsing the compromise, Ex.C1 and handing over the said draft of ₹ 1,48,23,000/- and also disposal of both the appeals and withdraw all civil and criminal cases as well.

We have perused the compromise, Ex.C1. The Compromise is voluntary without their being any pressure from any side.

In view of the said statements, compromise Ex.C1, both the appeals stand disposed of in view of the said compromise which shall form part of the judgment and decree.

Both the parties have made a request for refund of the Court fee affixed in both the appeals. Section 21 of the Legal Services Authorities

Act, 1987 provides that if the compromise or settlement is arrived at in a case by the Lok Adalat, the Court fee paid in such a case shall be refunded. In this context, reference has also been made from judgment of the Kerala High Court in *Vasudevan Vs. State of Kerala*; WP No. 21031 of 2003 decided on 22.9.2003 reported as *2004(1) RCR (Civil) 657*.

In view of the settled proposition, the District Collector, Chandigarh is directed to refund the Court fee paid by the appellants in these cases. The office of the High Court may make certificate accordingly for enabling the appellants to get the amount of Court fee from the concerned authority.

Copy of the order and statement be given to learned counsel/parties.

Copy of the order be placed on the file of RSA No. 381 of 2016.

(R.S.Mongia)
President

(Arvind Kumar)
Member

14.02.2017
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