

**IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH**

218

RSA-1496-2014 (O & M)
Date of Decision:23.08.2018

Raj Singh

...Appellant

Versus

Mahabir Prashad

...Respondent

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present: Mr. Ashwani Talwar, Advocate
for the appellant.

Mr. Vikram Singh, Advocate
for the respondent.

ANIL KSHETARPAL, J.(Oral)

Parties are present in person in the Court.

As per the report of the Mediator, parties have settled the matter. A settlement agreement dated 23.07.2018 signed by all the parties and the Mediator, has been placed on file.

Learned counsel for the parties also admit the correctness of the aforesaid settlement agreement. They jointly pray that the appeal be disposed of in terms of the aforesaid settlement agreement. However, learned counsel for the appellant prays that the Court fee deposited by the appellant in this Court be refunded in terms of Section 89 of the Code of Civil Procedure.

On the other hand, learned counsel for the respondent-plaintiff points out that certain amount i.e. Rs.2,25,29,120/- has been deposited by the plaintiff, which is liable to be refunded to them..

Learned counsel for the parties do not have any dispute about

the respective prayers made by learned counsel for the parties apart from the settlement.

Keeping in view the aforesaid, the appeal is disposed of in terms of settlement agreement. The settlement agreement shall form part of the decree-sheet. Plaintiff shall be entitled to withdraw the amount deposited by him before the learned trial Court.

Office is also requested to refund the amount of Court fee which was paid while filing the appeal, to the appellant.

23.08.2018
sheetal

(ANIL KSHETARPAL)
JUDGE

Whether Speaking/Reasoned: Yes/No
Whether Reportable : Yes/No