

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **CS(COMM) 1049/2018 & I.A.Nos.10096-10097/2018**

ANGELIQUE INTERNATIONAL LTD. Plaintiff

Through **Mr.R.K.Sanghi with Mr.Ishan Sanghi
and Mr.Satyendra Kumar, Advocates.**

versus

STATE BANK OF INDIA & ANR. Defendants

Through **Mr.Rajiv Kapur with Mr.Nahit
Bangia, Advocates for SBI.**

CORAM:

HON'BLE MR. JUSTICE MANMOHAN

ORDER

% 07.08.2018

Learned counsel for the plaintiff states that defendant no.2 has withdrawn the encashment letter. Consequently, he contends that the present suit has become infructuous.

In view of the aforesaid statement, the present suit is disposed of as having become infructuous. It is clarified that in the event fresh encashment letter is issued by the defendants, the plaintiff shall be at liberty to file appropriate legal proceedings in accordance with law.

Learned counsel for plaintiff also prays for refund of the Court-fees.

This Court in *Aya Singh Tirlok Singh Vs. Munshi Ram Atma Ram AIR 1968 Delhi 249* has held as under:-

“(4)It is true that the Court-fees Act has made certain provisions for refund and it may be argued that the legislative intent should be held to exclude refund

in other cases, but the formidable array of authorities upholding the inherent power of the Court to direct refund ex debito justitiae, impels us also to uphold the inherent power.

It must, however, be clarified that it is not every excess payment of court-fee which must be refunded as a matter of course. Apart from the mandatory provisions, the Court, in order to exercise its inherent power, has to consider the facts and circumstances of each case and come to a judicial determination whether or not the cause of justice requires refund.”

(emphasis supplied)

Consequently, Registry is directed to issue to the plaintiff a certificate authorizing it to receive back from the Collector the full amount of the Court fee paid by it in the present suit.

MANMOHAN, J

**AUGUST 07, 2018
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