

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

Date of Decision: 01.02.2019

1. RSA No.1130 of 2013(O&M)

Joga Singh	Petitioner
Versus	
Sahib Singh @ Gursahib Singh	Respondent

2. RSA No.3830 of 2013(O&M)

Joga Singh	Petitioner
Versus	
Sahib Singh @ Gursahib Singh	Respondent

CORAM: *HON'BLE MR. JUSTICE RAJ MOHAN SINGH*

Present: Mr. Aakash Singla, Advocate
for the petitioner in both the cases.

Mr. Deepak Bhardwaj, Advocate
for the respondent in both the cases.

RAJ MOHAN SINGH, J.(Oral)

[1]. Mediation and Conciliation Centre of this Court has referred these cases on the ground that parties have settled their dispute by way of amicable settlement. The terms and conditions of the settlement have also been enclosed. Settlement has been arrived at between the parties on 09.01.2019 before the Mediation and Conciliation Centre of this Court.

[2]. Both the parties have settled their dispute on the following terms and conditions:-

a) That both the parties have agreed to exchange their land with each other in following manner:-

The first party i.e. Joga Singh has agreed to transfer the land two acre fifteen and half marlas (sixteen kanal and fifteen and half marlas) to Sahib Singh, Balwinder Singh S/o Nishan Singh and Jagtar Singh son of Nishan Singh, which is adjoining to their house and in exchange Sahib Singh, Balwinder Singh and Jagtar Singh have agreed to transfer land measuring two acre five kanal fifteen and half marla (twenty one kanal fifteen and half marla) to Joga Singh, which is adjoining to house of Joga Singh by the river side. To this effect both the parties Balwinder Singh and Jagtar Singh had signed an affidavit, the copy of which is attached along with.

b) Both the parties have agreed that the case pending before the Hon'ble High Court i.e. RSA No.1130 of 2013 titled as 'Joga Singh Vs. Sahib Singh @ Gursahib Singh' and RSA No.3830 of 2013 titled as Joga Singh Vs. Sahib Singh @ Gursahib Singh will be withdrawn by first party i.e. Joga Singh.

c) Both the parties have agreed that they shall withdraw any case instituted by them against each other in any Court below.

d) Both the parties have agreed regarding the status of each other their being adopted sons of Gurbaksh Singh.

e) Both the parties have agreed that none of their successor legal heir will file any case regarding land of Gurbaksh Singh, which in turn had been transferred to his wife Gurbachan Kaur as the matter has been settled as mentioned in para No.6(a).

[3]. As per condition No.6-b, the present appeals have to be withdrawn by the appellant on the basis of aforesaid compromise.

[4]. In view of above, these appeals are dismissed as withdrawn in terms of compromise.

[5]. At this stage, learned counsel for the appellant has prayed for refund of Court fee paid on the memorandum of appeals.

[6]. In view of Section 16 of the Court Fees Act, 1870 the Court fee can be refunded to the appellant where compromise has taken place between the parties before Mediation and Conciliation Centre/Lok Adalat. Even Court fee can be refunded

where compromise has taken place outside the Court.

Reference can be made to **Pradeep Sonawat Vs. Satish Prakash @ Satish Chandra, 2015(1) RCR (Civil) 955 (P&H), A. Sreeramaiah Vs. Sought Indian Bank Ltd., Bangolore and another, 2007(5) RCR (Civil) 374, Kamalamma Vs. Honnali Taluk Agricultural Produce Co-operative Marketing Society Ltd., Honnali, 2010(1) AIR Kar. R 279** and **CR No.874 of 2009** titled **Tarun Juneja Vs. Hukam Singh** decided on 15.09.2009.

[7]. In view of above, Court fee affixed on the memorandum of appeals is ordered to be refunded to the appellant in accordance with law.

01.02.2019
Prince

(RAJ MOHAN SINGH)
JUDGE

Whether reasoned/speaking
Whether reportable

Yes/No
Yes/No