

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

**RSA No.6100 of 2018(O&M)
Date of Decision:20.2.2019**

Avtar Singh and others

.....Appellants

Versus

Amrik Singh and others

.....Respondents

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

Present: Mr. Rakesh Chopra, Advocate
for the appellants.

Mr. Puneet Singla, Advocate
for respondents No.1 and 2.

RAJ MOHAN SINGH, J.(Oral)

[1]. Vide order dated 19.11.2018, both the parties were directed to appear before the Mediation and Conciliation Centre of this Court. Both the parties have amicably resolved their dispute by way of entering into compromise dated 14.09.2018.

[2]. Since the refund of Court fee is being prayed for, therefore, modalities of compromise have been considered by the Mediation and Conciliation Centre of this Court, wherein statements of the parties have been recorded.

[3]. In view of compromise, this appeal is disposed of. Compromise shall form part of the decree.

[4]. 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.

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

February 20, 2019

Prince

**(RAJ MOHAN SINGH)
JUDGE**

**Whether reasoned/speaking
Whether reportable**

**Yes/No
Yes/No**