

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

RSA-308-2019(O&M)

Date of Decision:13.01.2020

Mustfa and another

.....Appellants

Versus

Smt. Krishna Devi @ Krishna Rani
Respondent

...

CORAM:HON'BLE MR. JUSTICE MAHABIR SINGH SINDHU

Present: Mr. S.S. Nain, Advocate, for the appellants.

Mr. Shubashish Kukreti, Advocate, for the respondent.

MAHABIR SINGH SINDHU, J.

Present regular second appeal has been preferred against the impugned judgment and decree dated 10.09.2018, whereby the 1st appeal of the appellants/plaintiffs was dismissed; whereas cross-appeal filed by the respondent/defendant was partly allowed and the judgment and decree dated 17.11.2015 passed by learned Civil Judge (Senior Division), Ambala for refund of earnest money of Rs.3,75,000/- was set aside, further injunction issued to respondent/defendant restraining her from dispossessing the appellants/plaintiffs from the land in dispute was affirmed.

This Court on 13.03.2019, passed the following order:-

“Mr. Shubhashish Kukreti, Advocate appears on behalf of the respondent and files memo of appearance. The same is taken on record, subject to just exceptions.

Appellants duly identified by their counsel are present in Court.

Learned counsel for the respondent submits that due to miscommunication the respondent is not present in the Court.

Learned counsel for the parties are ad idem that possibility of an amicable resolution of the dispute is required to be explored.

Let this matter be placed before the Mediation and Conciliation Centre of this Court.

The parties are directed to appear before the Mediator on 28.03.2019.

List on 10.07.2019 to await report of the Mediator.

A photocopy of this order be placed on the files of above mentioned connected cases.'

In compliance of the above order, parties appeared before the Mediation and Conciliation Centre of this Court and settled the matter on 07.05.2019, and the relevant part of the settlement reads as under:-

'vi) That during mediation proceedings on the last date of hearing i.e. 23.04.2019, the matter in controversy was mutually settled between the parties on the following terms:-

“The plaintiff/ appellant-Mustfa etc. will pay an amount of R.3,50,000/- (Rupees Three Lakh and Fifty Thousand) to the defendant/respondent as full and final payment of the Plot/property in dispute within a period of 3 months in two incitements. First installment of Rs.50,000/- will be paid on 07.05.2019 on the next date of mediation and the balance amount of Rs.3,00,000/- will be paid on or before 31.07.2019. On receipt of full and final payment the defendant/respondent will be bound to execute the sale

deed in favour of the plaintiffs/ appellants or any other person of their choice.”

In pursuance of the above settlement, the sale deed has also been executed between the parties and the same is duly acknowledged by both sides before this Court.

In view of the above factual position, learned counsel for the appellants states that the present appeal has been rendered infructuous, however, he prayed for refund of the Court fee.

Since the appeal is being withdrawn without any contest on the basis of amicable settlement arrived at between the parties, in terms of Section 89 of the Code of Civil Procedure, 1908, therefore, this Court deems it appropriate to refund the Court fee affixed on the Memorandum of Appeal.

Consequently, Registry is directed to issue the requisite certificate in terms of Section 16 of the Court Fees Act, 1870, in favour of the appellant.

In view of the above, the present appeal is disposed off as having been rendered infructuous, subject to the observations made above.

[MAHABIR SINGH SINDHU]
JUDGE

January 13, 2020

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Whether speaking/reasoned	yes/no
Whether reportable?	yes/no