

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

RSA No. 4392 of 2018 (O&M)
Date of decision 10.12.2020

Satvir Kumar

...Petitioner

Vs.

Avtar Singh and anr.

...Respondents

CORAM: HON'BLE MS. JUSTICE RITU BAHRI

Present: Mr. Deepak Verma, Advocate,
for the applicant-appellant.

Ritu Bahri, J. (Oral)

C.M. No. 5398-C-2020

The present application is for preponment of the appeal from
15.03.2021 to today for final disposal.

Notice of the application.

On asking of the Court, Mr. Jasraj Singh, Advocate and Vikram
Bali, Advocate accepts notice on behalf of respondent Nos. 1 and 2
respectively.

After going through contents of the application, the same is
allowed and RSA No. 4392-2018 is taken up today itself for final disposal.

C.M. No. 5406-C-2020 in/and RSA No. 4392-2018

The appellant is seeking disposal of the appeal, in view of the
compromise affected between the parties on 06.11.2020 (A-3).

Learned counsel for the respondents does not dispute the

factum of compromise affected between the parties.

A bare perusal of the compromise dated 06.11.2020 (A-3) shows that respondent No.1 filed a civil suit for specific performance of agreement to sell dated 09.04.2005 in his favour by one Kapil Dev since deceased being represented by his LR/son Bhavdeep Bali. The primary relief for specific performance was refused and the suit was decreed for alternative relief. Thereafter, an appeal was filed by LR of Kapil Dev and the appeal was allowed and the suit of the plaintiff was decreed and primary relief of specific performance was granted. Now the present appeal has been filed challenging the judgments and decrees of Courts below. The matter has now been compromised and the parties have decided not to contest the appeal on the premise that respondent No. 1 would waive his right to claim anything out of the lower Court judgments and accept the sale deed dated 30.11.2007 in favour of the appellant and would not object the ownership or possession of second party in any manner and the appellant would not take any action against respondent No. 1. The compromise is without any pressure.

Learned counsel for the parties submits that the appeal be disposed of in view of the above compromise.

Learned counsel for the appellant is further praying that the Court fee deposited by the appellant be returned, in view of section 16 of the Court Fees Act, 1870 which reads as under:-

16. Refund of fee.—Where the Court refers the parties to the suit to any one of the mode of settlement of dispute referred to in section 89 of the Code of Civil Procedure, 1908 (5 of 1908), the plaintiff shall be entitled to a certificate from the Court authorising him to receive back from the collector, the full amount of the fee paid in respect of such plaint.]

In view of the compromise, the present appeal stands disposed of in terms of compromise dated 06.11.2020 (A-3) and the parties are bound by the terms of the compromise.

Further Registry is directed to fund the Court Fee deposited by the appellant at the time of filing of appeal, in view of Section 16 of the Court Fees Act, 1870.

10.12.2020

G Arora

(RITU BAHRI)
JUDGE

Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No