

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

(102+247)

RSA-361-2020 (O&M)
Date of Decision:-15.12.2022.

Birmati Devi and others

.....Appellants

Versus

Smt. Sneh Lata and another

.....Respondents

RSA-362-2020 (O&M)

Birmati Devi and others

.....Appellants

Versus

Smt. Sneh Lata and another

.....Respondents

CORAM: HON'BLE MR. JUSTICE ALOK JAIN

Present: Mr. Keshav Pratap Singh, Advocate and
Mr. Kapil Kumar, Advocate for the appellants.

Mr. Jagtar Singh, Advocate for
Mr. Shailendra Jain, Advocate for the respondents.

ALOK JAIN, J. (Oral)

CM-412-C-2022 in RSA-361-2020

Prayer in this application is for preponing the date of hearing
from 27.07.2022 to some early actual date.

The present application has become infructuous and is
disposed of accordingly.

CM-414-C-2022 in RSA-362-2020

Prayer in this application is for preponing the date of hearing
from 27.07.2022 to some early actual date.

RSA-361-2020 (O&M) and
RSA-362-2020 (O&M)

The present application has become infructuous and is disposed of accordingly.

CM-415-C-2022 in RSA-361-2020

The present application has been filed to place on record the copy of compromise deed dated 13.09.2021 effected between the parties as Annexure A/3.

For the reasons recorded in the application, which is supported by an affidavit, the same is allowed subject to just exceptions. Annexure A/3 is taken on record.

CM-8043-C-2022 in RSA-361-2020

The present application has been filed to place on record the compromise dated 29.09.2022 as Annexure A-4, arrived at between the parties.

Learned counsel for the applicant-appellants submits that the said compromise has been effected and the copy of the sale deed is also annexed along with the compromise.

For the reasons recorded in the application, which is supported by an affidavit, the same is allowed subject to just exceptions. Annexure A-4 is taken on record.

Main cases (O&M)

Learned counsel for the parties are *ad idem* that the present set of appeals can be disposed of in terms of the compromise dated 29.09.2022 (Annexure A-4). Accordingly, compromise (Annexure A-4) be made a part of the decree and both the parties are bound by the averments made therein and shall not go beyond the same. By virtue of the said compromise,

RSA-361-2020 (O&M) and
RSA-362-2020 (O&M)

execution filed by Sneh Lata is dismissed as withdrawn, being fully satisfied on the basis of the compromise and the sale deed of the portion of the land valued equivalent to the extent of earnest money paid already stands executed on 16.09.2021.

It has been prayed by the learned counsel for the appellant that the Court fees be refunded and he seeks support from the judgment passed by the Hon'ble Supreme Court in 2021(2) RCR (Civil) 228, which has been followed by a Co-ordinate Bench of this Court in 2021(2) RCR (Civil) 851.

Learned counsel for the appellant contends that since the dispute between the parties has been settled therefore, the provisions of Section 16 of Court Fees Act, read with Section 90 CPC be invoked and the parties be held entitled for the refund of Court fees paid by them in the Courts below as well in this Court.

A perusal of the judgments (supra) makes it clear that the Court fees can be refunded to the parties, therefore, in view of the settled proposition of law, both the parties are allowed to seek refund of their respective Court fees affixed before the trial Court, lower Appellate Court and this Court, as the case may be and in the present Regular Second Appeals.

Accordingly, the appeals stand disposed of and compromise dated 29.09.2022 (Annexure A-4) be made part of judgment and decree.

Pending miscellaneous applications in both the appeals shall also stand disposed of.

(ALOK JAIN)
JUDGE

December 15, 2022.

Sandeep

RSA-361-2020 (O&M) and
RSA-362-2020 (O&M)

Whether speaking/reasoned:-	Yes/No
Whether Reportable:-	Yes/No