

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

CR-3730-2022 (O&M)

Date of Decision: September 15, 2022

Jasbir Singh

...Petitioner

VERSUS

Fateh Singh

...Respondent

CORAM: HON'BLE MRS. JUSTICE ARCHANA PURI

Present: Mr.Navmohit Singh, Advocate
for the petitioner.

ARCHANA PURI, J.

Challenge in the present revision petition is to the order dated 08.07.2022 (Annexure P-4) to the extent, whereby, refund of Court fee to the decree holder-petitioner, has been declined, only for the reason that the compromise effected in the Daily Lok Adalat, is during the execution proceedings.

The brief facts, as culled out, from the paper-book, are as herein given:-

That, Civil Suit No.144 of 2011 was filed by the petitioner-plaintiff for seeking possession, by way of specific performance of the agreement to sell dated 11.08.2010 and also sought issuance of injunction restraining the defendant from alienating the suit land. Further, vide judgment dated 18.11.2014, the suit was dismissed, at first instance, by the

Court of learned Civil Judge. Feeling aggrieved, the petitioner-plaintiff had filed an appeal before the lower Appellate Court and vide judgment dated 08.05.2018, the appeal was allowed. In RSA-5337-2018, vide judgment dated 25.09.2018, the appeal filed by the respondent-defendant was also dismissed. Even, SLP(Civil) 2971 of 2019, filed by the respondent-defendant was dismissed vide order dated 13.04.2022.

The execution petition was filed by the petitioner-plaintiff, vis-a-vis, judgment and decree dated 08.05.2018 passed in ***Civil Appeal No.RBT-408 of 2014, titled as 'Jasbir vs. Fateh'***. During the pendency of the execution petition, a compromise was effected between the parties in the Lok Adalat and written compromise has come on record as Annexure P-2. The concerned Court, in pursuance of arrival of the compromise had recorded the joint statement of the parties to the lis, wherein, they had stated about the matter, having been compromised in the Daily Lok Adalat and filed the written compromise, which is Ex.C1.

As per the said compromise, JD has no objection, in case, the balance of sale consideration, which had been deposited by the decree holder i.e. petitioner-plaintiff, is ordered to be refunded to the decree holder and has also no objection, if the execution petition is dismissed as withdrawn, being fully satisfied. Also, a prayer was made for refund of the Court fee, in favour of the decree holder i.e. petitioner-plaintiff. In view of statement of the parties, so recorded, the execution petition was dismissed as withdrawn, being fully satisfied and the parties were ordered to remain bound by the compromise Ex.C1. Even, an application to withdraw the amount of Rs.54,85,000/-, which was relating to the refund of the

consideration amount, was also allowed and the refund voucher was also ordered to be issued, as per rules and against the proper receipt.

However, a prayer made by the petitioner-decree holder for seeking refund of the Court fee, was not allowed and the same had been declined vide impugned order, while observing that 'the prayer is declined for refund of Court fee, as there is no provision to refund Court fee in execution proceedings'.

It is this decline of prayer for refund of Court fee, for which the petitioner-plaintiff is before this Court in the revision petition.

The compromise between the parties has been placed on record as Annexure P-2 and it contains the recital that JD has no objection, if the Court fees paid by the decree holder in the trial Court as well as before the Ist Appellate Court at Jind, is ordered to be refunded in favour of the decree holder.

In view of this clause, at this stage, there is no necessity to issue notice to the respondent-JD, for the purpose of disposal of the present revision petition.

Section 21 of the Legal Services Authority Act, 1987, reads as under:-

“21. Award of Lok Adalat.—(1) Every award of the Lok Adalat shall be deemed to be a decree of a civil court or, as the case may be, an order of any other court and where a compromise or settlement has been arrived at, by a Lok Adalat in a case referred to it under sub-section (1) of Section 20, the court-fee paid in such case shall be refunded in the manner provided under the Court Fees Act, 1870 (7 of 1870).

(2) Every award made by a Lok Adalat shall be final and binding on all the parties to the dispute, and no appeal shall lie to any court against the award.”

Section 16 of the Court Fees Act, 1870, 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.”

As observed aforesaid, the settlement has been reached between the parties in the Daily Lok Adalat, i.e. one of the Forums as provided under Section 89 CPC.

In the present case, learned Executing Court had rejected the prayer for refund of Court fee, while observing that there is no provision for refund of Court fee in the execution proceedings. However, the aforesaid observation made by the Executing Court, is palpably wrong.

The legislative intent of Section 16 of the Court Fees Act was made broad enough to take cognizance of all situations, in which parties arrive at a settlement, irrespective of the stage of the proceedings. It is also obvious that purpose of making this provision, was in order to provide some sort of incentive to the party, who has approached the Court, to resolve the dispute amicably and obtain full refund of Court fee.

Considering the same, an Executing Court, would also be a 'Court' as referred to under Section 16 of the Court Fees Act. While limiting the provisions of Section 16 of the Court Fee Act, only to the pending suit and not matters before the Executing Court, would be defeating the very purpose of this Section.

Thus, in view of the aforesaid observations, the order dated 08.07.2022, is set aside to the extent of denial of refund of Court fee and

now, the prayer of the petitioner-plaintiff for the refund of Court fee is allowed. Consequently, the petitioner-plaintiff is entitled to issuance of certificate by the Court concerned, vis-a-vis, refund of Court fee.

September 15, 2022	(ARCHANA PURI)
Vgulati	JUDGE
Whether speaking/reasoned	Yes
Whether reportable	Yes/No