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IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

CR-3104-2019 (O&M)

Date of decision: May 04, 2023

M/s WWICS Global Law Offices Pvt. Ltd. and another

....Petitioners

versus

The Permanent Lok Adalat and another

....Respondents

CORAM: HON'BLE MR. JUSTICE ARUN MONGA**Present:-** Mr. Manoj K. Sharma, Advocate for
Mr. Gurbachan Singh Bhatia, Advocate for petitioners.

Mr. Vikas Kumar Gupta, Advocate for respondent No.2.

ARUN MONGA, J. (ORAL)

Petition herein *inter alia* is for setting aside notice/ order (Annexure P-3) issued/passed by the Chairman, Permanent Lok Adalat, Public Utility Services, SAS Nagar, Mohali whereby respondent No.1 has framed terms of possible settlement in a petition filed under Section 22-C of Legal Services Authority Act, by respondent No.2, which is in fact a penal order.

2. The revision petition is premised on the averments that respondent No.2 hired services of petitioners for going to Canada under Saskatchewan Farm Owner/ Operator Program with permanent immigration and filed Free Assessment Form and filled his business in the Assessment Form as "Agriculture Farming". His case was assessed under the Saskatchewan Farming Visa (Business Category). Later on, from scrutiny of documents, it was found that respondent No.2 has been working as Lecturer with Universal College and simultaneously doing part time farming. Respondent No.2 was required to prove active ownership of farming business, but he could not submit such document, due to which his case could not be filed.

2.1. Respondent No.2 paid Rs.2,00,000/- to petitioners (excluding Service Tax of Rs.30,000/-) vide contract of engagement dated 10.08.2016. Further paid an amount of US \$ 4750 to M/s Global Strategic Business Consultancy, Dubai which is separate and

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distinct legal entity by entering into separate contract of engagement dated 10.08.2016.

Respondent No.2 was not entitled to refund as per clause 11(iii) of the contract.

2.2. Respondent No.2 filed an application for amount deposited by him. As per clause 11(iii) of the contract, an amount of Rs.1,10,000/- after deducting an amount of Rs.90,000/- out of Rs.2,00,000/- was approved and M/s Global Strategic Business Consultancy, Dubai also approved an amount of US \$3750 after deducting an amount of US \$1000 which was intimated to respondent No.2, who was asked to sign consent letter for approved refund amount, but he refused to sign. Respondent No.2 filed a petition under Section 22-C of the Legal Services Authority Act. Petitioners filed detailed reply. Respondent No.1, vide impugned notice/ order (Annexure P-3), framed following possible settlement:

- “i) Whether the applicant is entitled for refund of Rs.5,54,900/-?
- ii) Whether the applicant is entitled for compensation to the tune of Rs.1 lac on account of mental harassment apart from Rs.50,000/- as litigation expenses.”

3. I have heard learned counsel for the parties and perused the case file.

4. Learned counsel for respondent No.2 states that he has no objection if the matter is sent back to the Permanent Lok Adalat.

5. In view thereof, revision is rendered infructuous. Accordingly, the matter is remanded to Permanent Lok Adalat for carrying out further proceedings, in accordance with law.

6. Disposed of.

7. Pending application(s), if any, shall also stand disposed of.

(ARUN MONGA)
JUDGE

May 04, 2023

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Whether speaking/reasoned: Yes/No

Whether reportable: Yes/No