

IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

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**RSA No.4916 of 2019 (O&M)
Date of Decision : 03.02.2023**

Jora Singh

....Appellant

VERSUS

Kanwal Singh and Another

....Respondents

CORAM : HON'BLE MRS. JUSTICE ALKA SARIN

Present : Mr. Nitin Meel, Advocate for
Mr. K.B. Raheja, Advocate for the appellant.

Mr. N.K. Manchanda, Advocate
for the respondents.

ALKA SARIN, J. (Oral)

CM-8612-C-2022

This is an application on behalf of the applicant-respondents for preponing the date of hearing in the main case from 30.03.2023 to an early date on the ground that the matter has been compromised between the parties.

Mr. Nitin Meel, Advocate for Mr. K.B. Raheja, Advocate accepts notice on behalf of the non-applicants/appellant and states that he has no objection if the present application is allowed and the date of hearing in the main case is preponed.

In view of the above and for the reasons stated in the application, the same is allowed. With the consent of learned counsel for the parties, the main case is taken on Board today itself.

RSA-4916-2019

Learned counsel for the parties are *ad idem* that the parties to the *lis* have since compromised the matter. The compromise dated 26.10.2022 has been appended with the application (CM No.8612-C-2022)

which is taken on record as Annexure A-1. As per the compromise, the first party to the compromise (appellant herein) has agreed to withdraw the present appeal and the possession of the land in question measuring 8 kanals situated in the area of Village Shakoor has been delivered to the second party to the compromise (respondents herein). The second party (respondents herein) has already deposited the balance sale consideration in the Government Treasury and the second party (respondents herein) would have no objection if the first party (appellant herein) withdraws the amount deposited in the Government Treasury.

The parties are present in Court and they have been identified by their counsel and through their Aadhaar Cards. Their statements have been recorded separately. The parties shall remain bound by their statements recorded in Court today.

Learned counsel for the appellant has prayed that in view of the settlement between the parties, the court fees be directed to be refunded. Learned counsel for the appellant would further contend that since the dispute between the parties has been settled, in the light of the principles enshrined in Section 16 of the Court Fee Act, 1870 and Section 89 of the Code of Civil Procedure, 1908, the parties are entitled to be refunded the court fees paid by them in the Courts below as well as in this Court irrespective of the fact that the settlement was reached without the intervention of the Court and outside Court. In support of his submission, the counsel has relied upon **Pradeep Sonawat vs. Satish Prakash, [AIR 2015 Pb. 130]; Tarun Juneja & Ors. Vs. Hukam Singh [CR. No.874 of 2009 decided on 15.9.2009]; Harish Kumar (deceased) through LRs vs.**

Pawan Kumar Sehgal [RSA No.3645 of 2018 decided on 09.09.2019]; Naresh Kumar vs. M/s Jasmer Singh Harphool Singh & Ors., [RSA. No.1265 of 2019 decided on 10.09.2019]; A. Sreeramaiah vs. South Indian Bank Ltd. & Anr. [2007 (5) RCR (Civil) 374 (Karnataka High Court)]; and Kamalamma & Ors. Vs. Honnali Taluk Agricultural Produce Coop. Marketing Society & Ors. [2009 (33) RCR (Civil) 110 (Karnataka High Court)].

A perusal of the decisions mentioned above makes it clear that court fee can be refunded to the parties where a compromise/settlement has taken place even outside the Court. This is also the intention behind the provisions of law relied upon by the counsel so that the process of alternate dispute resolution is encouraged.

In view of the above, the present appeal is dismissed as withdrawn. Registry is also directed to refund the court fees to the appellant as per Rules. Pending applications, if any, also stand disposed off.

03.02.2023
jk

(ALKA SARIN)
JUDGE

NOTE: Whether speaking/non-speaking: Speaking
Whether reportable: YES/NO