

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

**C.M.No.8605-C of 2023 in/and
R.S.A. No.5994 of 2016 (O&M)
Date of Decision: 15.09.2023**

Jeewan Singh deceased through LRs.

.....Appellants

Versus

Basant Jain

.....Respondent

CORAM: HON'BLE MR. JUSTICE GURBIR SINGH

Present:- Mr.N.C. Kinra, Advocate with
Mr.Harsh Kinra, Advocate
for the applicants-appellants.

Mr.Rahul Singh, Advocate for
Mr.Sanjeev Kumar Aggarwal, Advocate,
for the respondent.

GURBIR SINGH, J.

C.M.No.8605-C of 2023 and R.S.A.No.5994 of 2016

This is an application under Section 151 CPC for refund of the Court fee paid by the applicants-appellants in this Court in the present regular second appeal.

Learned counsel for the applicants-appellants have submitted that the dispute between the parties has been resolved and they have entered into a compromise, which is annexed as Annexure A-1. In the light of the principle enshrined in Section 16 of the Court Fees Act, 1870 and Section 89 CPC, the parties are entitled to be refunded the Court fees paid

by them, irrespective of the fact that the settlement has been reached without the intervention of the Court but outside Court. So, the decree passed by the lower Court be modified and be passed as per the terms of the compromise and Court fee annexed with this RSA be refunded.

In support of his submission, learned counsel has relied upon **Pradeep Sonawat vs. Satish Prakash, AIR 2015 PB.130; Tarun Juneja & Ors. vs. Hukam Singh, C.R.No.874 of 2009 decided on 15.09.2009; 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. & another, 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 learned counsel so that the process of dispute resolution is encouraged.

Since parties have entered into compromise Annexure A1, decree dated 07.12.2013 passed by the learned trial Court is hereby modified and suit of the plaintiff-respondent is hereby decreed as per the terms of the compromise Annexure A1.

The regular second appeal stands disposed of accordingly.

Applicants-appellants are entitled to refund of the Court fee annexed in the present regular second appeal in view of the law laid down in the above-said cases. Certificate is accordingly be given to the applicants-appellants. Civil Miscellaneous Application No.8605-C of 2023 stands disposed of accordingly.

Since main case is decided so all the pending application(s) stands disposed of.

September 15, 2023

poonam

(GURBIR SINGH)
JUDGE

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