

2024:PHHC:083585



IN THE HIGH COURT OF PUNJAB AND HARYANA AT  
CHANDIGARH

\*\*\*\*

CR-3698-2024

Date of Decision: 05.07.2024

**SURINDER PAL SINGLA**

.... PETITIONER

**Vs.**

**MANJU GUPTA AND ANOTHER**

.... RESPONDENTS

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**CORAM: HON'BLE MR JUSTICE DEEPAK GUPTA**

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Present: - Mr. Sukhdeep Singh, Advocate, for the petitioner.

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**DEEPAK GUPTA, J.**

Petitioner is aggrieved by the order dated 29.05.2024 (*Annexure P4*), whereby prayer for return of court fee has been declined by ld. Executing Court.

2.1 Suit for possession by way of specific performance of contract, filed by plaintiff-Sanjay Madan along with Surinder Pal Singla (*now petitioner*), was decreed vide judgment and decree dated 28.04.2022. Defendant (*now respondent No.1*) was directed to execute the sale deed of the suit property in favour of the petitioner after receiving the balance sale consideration within a period of one month. Petitioner was given liberty to seek the remedy before the Court for getting the sale deed executed, in case defendant-respondent refused to do so.

2.2. For implementation of the judgment and decree, execution was filed by the petitioner & other decree holder. Sale deed was executed. Petitioner-decree-holder then made a statement before the Court that matter had been compromised and so, prayed for refund of the Court fee. Said prayer

has been declined.

3. Ld. counsel has relied upon a decision of a Coordinate Bench of this Court rendered in *Jasbir Singh Vs. Fateh Singh* [CR-3730-2022 decided on 15.09.2022] in order to contend that even if the compromise is effected during execution proceedings, the Court fee deserve to be refunded in view of Section 21 of the Legal Services Authority Act, 1987 to be read with Section 16 of the Court Fees Act, 1870. He also referred to another decision of this Court in *Banwari Lal Vs. Mool Chand and others*, Law Finder Doc ID # 1972264.

4. After hearing ld. counsel and perusing the paper-book, this Court does not find merit in the petition.

5. Perusal of the impugned order dated 29.05.2024 (*Annexure P4*) would reveal that though the statement was made by the petitioner-decree-holder to the effect that matter had been compromised and judgment-debtor had executed the registered sale deed, but in fact the matter was not compromised and rather, the sale deed had been executed by the judgment-debtor during the execution proceedings in order to satisfy the judgment and decree dated 28.04.2022 passed by the Court. It was further observed by the Court that suit was decided on merits and then execution proceedings went on a long way and lastly, when judgment-debtor did not have any other resort, he executed the registered sale deed in favour of the decree-holder and since the matter had not been compromised and rather, the judgment and decree was satisfied, so decree-holder was not entitled to the refund of the Court fee.

6. 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.”*

7. A bare perusal of the aforesaid provision would reveal that Court Fee is liable to be refunded in the manner provided under the Court Fees Act, 1870, when there is award of the Lok Adalat, which is deemed to be decreed by the Civil Court and where the compromise or settlement has been arrived at.

8. 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.”*

9. The aforesaid provision would reveal that when parties to a *lis* are referred by the Court to any one of the mode of settlement of the dispute referred to in Section 89 of the CPC, then the plaintiff shall be entitled to a certificate from the Court, authorizing him to receive back from the Collector, the full amount of fee paid in respect of such plaint.

10. The conjoint reading of Section 21 of the Legal Services Authority Act, 1987 and Section 16 of the Court Fees Act, 1870 would clearly indicate the legislative intention that Court fees is to be refunded, when the parties adopt one or the other mode of settlement of dispute, as referred in Section 89 of the CPC or when an award is passed in the Lok Adalat.

11. In the present case, as the perusal of the impugned order would indicate, parties never adopted either of the mode of settlement as referred in Section 89 CPC. No award was passed by the Lok Adalat. Simply because after execution of the sale deed, pursuant to the judgment and decree of the Court, statement was made by the petitioner-decree-holder that matter had been compromised, he does not become entitled for refund of the Court fee.

12. In the aforesaid facts and circumstances of the present case, the cited authorities are not applicable to the facts of the case because in the case of *Jasbir Singh (Supra)*, compromise had been effected in the Daily Lok Adalat, though during execution proceedings. Similarly, in the case of *Banwari Lal (Supra)*, compromise was effected between the parties and the suit was decreed in terms of that settlement. Since in the present case, no settlement took place as such, ld. trial Court did not commit any error in declining the request of the petitioner-decree-holder to refund the Court fee.

13. As such, holding the present petition to be devoid of any merit, the same is hereby dismissed.

05.07.2024  
*Vivek*

(DEEPAK GUPTA)  
JUDGE

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|-----------------------------------|------------|
| <i>Whether speaking/reasoned?</i> | <i>Yes</i> |
| <i>Whether reportable?</i>        | <i>No</i>  |