



IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

288

CR No.4424 of 2022 (O&M)

Date of Decision :23.07.2025

M/s Bansal Rice and General Mills, Gharaunda

.....Petitioner

Versus

M/s Lajpat Rai and sons and another

..... Respondents

CORAM: HON'BLE MR.JUSTICE VIKRAM AGGARWAL

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

VIKRAM AGGARWAL, J. (Oral):

The instant revision petition, preferred under Article 227 of the Constitution of India, assails the order dated 17.08.2022 (Annexure P-5), vide which the prayer for refund of Court fee was declined.

2. In a suit for recovery of Rs.2,21,21,478.96/- (Annexure P-1) filed by the respondents-plaintiff, judgment and decree dated 02.01.2019 was passed by the Special Commercial Court at Gurugram, vide which the suit was decreed for Rs.2,00,78,291.96/- along with interest @ Rs. 6% per annum from 01.04.2015 till actual realisation.

3. An appeal was preferred against the said judgment and decree which was disposed of on 30.08.2019 (Annexure P-2) by a Division Bench of this Court upon a settlement having been arrived at between the parties.

4. Subsequently, separate statements of the decree holder and the judgment debtor (Annexures P-3 & P-4, respectively) were recorded before the pre Lok Adalat, Karnal on 10.08.2022 in which it was stated that the matter



had been compromised. However, on 17.08.2022, the file was received back before the Executing Court with the report that no compromise had been arrived at. It was further noticed that in view of the statement suffered by the decree holder on 10.08.2022, the execution petition stood dismissed as having been withdrawn but the request made by the petitioner for refund of Court fee was declined.

5. For the facility of reference the order dated 30.08.2019, passed by the Division Bench in RFA-COM-5-2019, statements dated 10.08.2022 and the order dated 17.08.2022 are reproduced hereunder:-

Order dated 30.08.2019, passed by the Division Bench in RFA-COM-5-2019:

“Defendant is in appeal against the judgment and decree dated 02.01.2019, passed by Special Commercial Court, vide which suit filed by the respondent-plaintiff to recover Rs.2,00,78,291.96, along with interest @ 6% per annum w.e.f. 01.04.2015, was decreed.

We had heard learned counsel for the appellant as also the respondent-caveator at some length. However, during the course of hearing, upon getting instructions from their respective parties, who are present, they have reached a consensus:

(i) That appellant (JD) shall deposit a sum of Rs.75,00,000/- within six weeks from today in the executing Court i.e. already in seisin of the executing proceedings;

(ii) The balance decretal amount shall be deposited with interest in terms of the decree by way of equal quarterly installments within a period of one and half years;

(iii) Certain properties of the appellant (JD) have since been attached in the executing proceedings, those properties would remain attached, however, they shall not be liquidated till the decree, as indicated above, is satisfied;

(iv) However, on deposit of a sum of Rs.75,00,000/- upfront, the



appellant (JD) shall be at liberty to move an application before the executing Court for releasing one of the attached properties i.e. shop No.34, Gharaunda, District Karnal, to enable him to mobilize the funds to pay the balance amount and satisfy the decree;

(v) Parties shall also submit their undertaking by way of their respective affidavits in terms of this order before the executing court within two weeks from today; and

(vi) In the event of even a single default at the instance of the appellant (JD), the appeal shall be deemed to have been dismissed and the respondent/decreed-holder shall be free to execute the decree forthwith.

The appeal is accordingly disposed of in the above terms.”

Statements dated 10.08.2022:-

“Statement of Shiv Kumar son of Rameshwar Dass,
Partner M/s Bansal Rice Gharaunda, District Karnal

W/o

Stated that we have compromised the matter with the DH, the properties I.e. shop bearing No. 233, New Grain Market, Karnal and land measuring 35K-13M attached by the court vide order dated 31.10.2015 be released and rapat no. 591 dated 5.6.2017 and rapat no. 105 dated 06.10.2017 be ordered to be deleted from jamabandi by directing Tehsildar Gharaunda, Karnal in this regard. I have made the payment to the DH of Rs. 50 lakhs vide UTR No INDBR 32022080400014370 and Rs. 45,78,292/- vide UTR No. INDBR 32022080400014559. The court fees attached by the parties be refunded.”

“Statement of Lajpat Rai son of Raj Kumar Gupta
Prop. M/s Lajpat Rai and sons, New Grain Market, Indri (decree-holder)

W/o

Stated that I have compromised the matter with the JD the properties of the JDs I.e. shop bearing No. 233, New Grain Market, Karnal and land measuring 35K 13M attached by the court vide order dated 31.10.2015 be released and rapat no. 591 dated 5.6.2017 and rapat no. 105 dated 06.10.2017 entered in the revenue



record in this regard may kindly be ordered to be deleted from jamabandi by directing Tehsildar Gharaunda, Karnal in this regard. I have received the payment from the JD of Rs. 50 lakhs vide UTR No. INDBR 32022080400014370 and Rs. 45,78,292/- vide UTR No. INDBR 32022080400014559. My entire claim stands settled. I do not want to pursue with the present execution petition, the same may be dismissed as withdrawn. The court fees paid be refunded to the respective parties.”

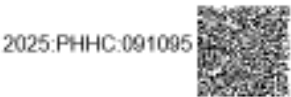
Order dated 17.08.2022:

“File has been received as compromise has not been effected in National Lok-Adalat. In view of the statement suffered by decree-holder on 10.8.2022, the present execution petition stands dismissed as withdrawn. However, the request made by Shiv Kumar for refunding of court fees is hereby declined. File be consigned to record room after due compliance.”

6. Learned counsel for the petitioner submits that since the matter had been compromised, the Court fee should have been refunded. In support of his contention, he places reliance upon the judgment in the case of **Anuj Chaudhary and another Vs. Sheyola Ram, rendered in Civil Revision No. 7518 of 2018**, decided on 05.02.2020.

7. I have considered the submissions made by learned counsel for the petitioner.

8. Before advertng to the merits of the case, it is observed that the order vide which the refund of Court fee was declined was passed without giving any reason. The execution petition was ordered to be withdrawn on 17.08.2022 in view of the statement given on 10.08.2022 whereas the order also notices that no compromise had been arrived at. Once no compromise had been arrived at, it is to be seen whether the statement dated 10.08.2022 could have been relied upon. Still further, there is no reference to the order passed



by the Division Bench on 30.08.2019.

9. Keeping in view the totality of the facts and circumstances, I deem it appropriate to remit the matter to the Executing Court for a fresh decision on the request made by the parties for refund of Court fee. The said issue would be decided after taking into consideration the entire facts and circumstances and an order would be passed expeditiously, in accordance with law.

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

(VIKRAM AGGARWAL)
JUDGE

23.07.2025
Manoj Bhutani

Whether speaking/reasoned	Yes/No
Whether reportable	Yes/No