

2024:PHHC:172919



162 **IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH**

**CR-2784-2024 (O&M)
Decided on:-15.10.2025**

Sunder Singh

....Petitioner..

vs.

Ramesh Chand and another

....Respondents.

CORAM: HON'BLE MR. JUSTICE HARKESH MANUJA

Present: Ms.Devanshi Sharma, Advocate for
Mr. Sushil Bhardwaj, Advocate for the petitioner.

Ms. Komal Sharma, DAG, Haryana.

HARKESH MANUJA J. (Oral)

1. By way of present revision petition, prayer has been made for setting aside of order dated 17.02.2023 (Annexure P-3) passed by the Id. Presiding Officer Daily Lok Adalat-cum-Civil Judge (Junior Division), Palwal, whereby, the prayer made on behalf of the petitioner-plaintiff for refund of remaining 50% of the Court Fees affixed on the plaint has been declined.

2. The short plea raised on behalf of the petitioner is that the suit for declaration and possession by way of specific performance as well as permanent injunction filed by the petitioner-plaintiff against the respondent was dismissed as withdrawn in view of a settlement arrived at between the parties before the Id. Daily Lok Adalat at Palwal with a direction to refund 50% of the Court fees. However, it has been submitted that in view of the

law laid down by the Hon'ble Apex Court in case of "**Jage Ram vs. Ved Kaur and others**", 2025(2) ICC 441, the entire court fee was required to be refunded.

3. I have heard learned counsel for the parties and gone through the paper book.

4. At this stage, it would be relevant to recapitulate Section 16 of the Court Fees Act, 1870 as well as Section 21 of the Legal Services Authorities Act, 1987 and both are reproduced hereunder:-

“Section 16:-Refund of fee.-Where the Court refers the parties to the suit to anyone 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 paid in respect of such plaint.

Section 21:- Award of Lok Adalat.—1 [(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.”

A perusal of aforesaid provisions shows that once a settlement has been arrived at between the parties to the *lis* before the Permanent Lok Adalat, the entire Court Fee needs to be refunded.

5. In view of the aforestated statutory provisions, the order dated 17.02.2023 passed by the Id. Presiding Officer Daily Lok Adalat-cum-Civil Judge (Junior Division), Palwal, is modified to the extent that the petitioner-

plaintiff shall be entitled for a certificate with regard to refund of the entire amount of Court Fees affixed by him on the plaint of Civil Suit No.375-2022, titled as "*Sunder Singh vs. Ramesh Chand and another*".

6. Pending application, if any, stands disposed of.

15.10.2025

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(HARKESH MANUJA)
JUDGE

Whether speaking/reasoned:

Yes/No

Whether reportable:

Yes/ No