



**HIGH COURT OF JUDICATURE FOR RAJASTHAN AT
JODHPUR**

S.B. Civil Writ Petition No. 13265/2025

Harish Madhan S/o Late Shri Chandrabhan Madhan, Aged About
60 Years, R/o 5-D-25, Jai Narayan Vyas Colony, District -
Bikaner (Raj.).

-----Petitioner

Versus

1. Kshema Power And Infrastructure Co. Pvt. Ltd., Old No. 108, New No. 94, 13Th Cross Street, Defence Officer Colony, Ekkattuthangal, Chennai-600032, Tamil Nadu, India.
2. Amritha Basanth, Director Kshema Power And Infrastructure Co. Pvt. Ltd. Old No. 108, New No. 94, 13Th Cross Street, Defence Officer Colony, Ekkattuthangal, Chennai-600032, Tamil Nadu, India.
3. Abhinand Bsant, Wholetime Director, Kshema Power And Infrastructure Co. Pvt. Ltd. Old No. 108, New No. 94, 13Th Cross Street, Defence Officer Colony, Ekkattuthangal, Chennai-600032, Tamil Nadu, India.
4. Basant Satheesh, Managing Director, Kshema Power And Infrastructure Co. Pvt. Ltd. Old No. 108, New No. 94, 13Th Cross Street, Defence Officer Colony, Ekkattuthangal, Chennai-600032, Tamil Nadu, India.

-----Respondents

For Petitioner(s) : Mr. Nishank Madhan
For Respondent(s) :

HON'BLE MR. JUSTICE ARUN MONGA
Order (Oral)

Reportable
17/07/2025

1. Petitioner (plaintiff) seeks quashing of an order dated 04.03.2025 (Annex.-7) passed by learned Additional District Judge No.5, Bikaner in Civil Suit No.12/2023, vide which, the application filed under Section 65-B of the Rajasthan Court Fees & Suit Valuation Act, 1961, seeking refund of the court fees paid at the time of filing of the suit, was rejected.



2. The plaintiff filed a civil suit in the year 2023 for recovery of money against the respondents before the learned trial court. After the suit was filed, notices were issued to the respondents, but they failed to appear, leading the learned trial court to initiate ex-parte proceedings on 15.12.2023. The petitioner then submitted his evidence, and the learned trial court decreed the suit in his favor on 05.02.2024. The respondents did not comply with the order, prompting the petitioner to file an execution petition, for which notices were again issued.

2.1. During the pendency of the execution petition, the parties have entered into a compromise and executed a settlement agreement, on the basis of which, payment was made to the petitioner by the respondents. Consequently, the execution petition was listed for compromise in the National Lok Adalat and was disposed of by order dated 22.12.2024.

2.2. Based on the compromise, the petitioner filed an application under Section 65-B of the Rajasthan Court Fees and Suit Valuation Act, seeking refund of the court fees paid at the time of filing the suit. However, the learned trial court rejected this application without providing proper reasons.

3. For ease of reference, translation of relevant portion (as provided) of the impugned order dated 04.03.2025 is as under:- :-

“Heard the parties, documents and relevant law were perused. Section 65B of the Rajasthan Court Fees and Suit Valuation Act Refund of fees:- Where the Court refers the parties to a suit to any of the modes of settlement of dispute specified in section 89 of the Code of Civil Procedure, 1908 (Central Act No. 5 of 1908) and the matter is settled in any of the modes provided under section 89 of the Code of Civil Procedure, the plaintiff shall be entitled to receive from the Court a certificate authorising him to receive from



the Collector the refund of the full amount of fees paid in respect of such plaint.

In the present matter, the suit has already been disposed of, and the decree was passed on 05.02.2024, based on compromise/settlement, and it was recorded in the order sheet that the total settled amount is ₹14,66,828/- (Rupees Fourteen Lakh Sixty-Six Thousand Eight Hundred Twenty-Eight only). Therefore, the original suit has already been disposed of through compromise. Currently, the suit is not pending, and based on this situation, the order and decree dated 05.02.2024 have already been issued. At present, execution of the judgment and decree dated 05-02-2024 is being sought by the plaintiff in the second proceeding, wherein the plaintiff / applicant / decree-holder has stated that a compromise has been reached between the parties at the stage of execution of the decree. No determination has been made by the Hon'ble Supreme Court or Hon'ble High Courts to the effect that, after a decree has been passed, the court fee attached to the earlier claim can be refunded to the plaintiff. Therefore, in the present matter, the clear position is that the court fee which the plaintiff now seeks to recover was the very basis on which the judgment and decree dated 05-02-2024 had already been passed. There is no law or rule that allows refund of court fees after the judgment and decree have been passed.

Therefore, the application filed by learned advocate/applicant/plaintiff Harish Madan under Section 65B of the Rajasthan Court Fees and Suit Valuation Act, based on Notification dated 03.01.2025, is found to be baseless and is hereby rejected for lack of merit. The application be attached along with the main case file.

The original case file be re-submitted to the filing department."

4. Perusal of the order reflects that the learned Additional District Judge No.5, Bikaner seems to have committed grave error in interpreting the provisions contained in Section 65-B of the Rajasthan Court Fees and Suit Valuation Act. The said provision states as under:-

"65-B. Refund of Fees – Where the Court refers the parties to a suit to any one of the mode of settlement of dispute referred to in Section 89 of the Code of Civil Procedure, 1908 (Central Act No.5 of 1908) and the matter is settled by one of the Code of Civil Procedure, the plaintiff shall be entitled to a certificate from the Court authorising him to receive back from the Collector, the full amount to the fee paid in respect of such plaint."





5. A perusal of the above, clearly leaves no manner of doubt that, as long as the matter is settled between the parties qua their dispute, as envisaged under Section 89 CPC, the plaintiff is entitled to refund of full amount of the fee paid in respect of the court fees affixed on the plaint.

6. Reading of Section 89 CPC also is a complimentary with the language used in Section 65-B, *ibid*. All that has to be ascertained, as per Section 89 CPC, by the Court is that the settlement is (a) acceptable to both the parties and (b) settlement has been brought forth by way of alternative dispute resolution i.e. either arbitration; or conciliation; or through Lok Adalat; or mediation, as the case may be.

7. For ready reference, Section 89 CPC is reproduced hereinbelow:-

“89. Settlement of disputes outside the Court. - (1) Where it appears to the Court that there exist elements of a settlement which may be acceptable to the parties, the Court shall formulate the terms of settlement and give them to the parties for their observations and after receiving the observations of the parties, the Court may reformulate the terms of a possible settlement and refer the same for-

- (a) arbitration;*
- (b) conciliation;*
- (c) judicial settlement including settled through Lok Adalat; or*
- (d) medication.*

(2) Where a dispute has been referred-

- (a) for arbitration or conciliation, the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) shall apply as if the proceedings for arbitration or conciliation were referred for settlement under the provisions of that Act;*
- (b) to Lok Adalat, the Court shall refer the same to the Lok Adalat in accordance with the provisions of sub-section (1) of section 20 of the Legal Services Authority At, 1987 (39 of 1987) and all other provisions of that Act shall apply in respect of the dispute so referred to the Lok Adalat;*
- (c) for judicial settlement, the Court shall refer the same to the suitable institution or person and such institution or person shall be deemed to be a Lok Adalat and all the provisions of the Legal Services Authority Act, 1987 (39 of 1987) shall apply as if the dispute were referred to a Lok Adalat under the provisions of that Act;*





(d) *for medication, the Court shall effect a compromise between the parties and shall follow such procedure as may be prescribed."*

6. In the present case, it is a conceded position that during pendency of the executing proceedings the settlement between the parties took place outside the court by way of mutual conciliation/medication carried out inter se.

7. In fact, my aforesaid view is also reaffirmed when tested on the touchstone of the parties entering into a mutual settlement at the appellate stage, where a judgment & decree already passed by the learned trial court is under challenge. If the view taken by the learned trial court is sustained that would result in a fallacious & erroneous approach, inasmuch as, settlement arrived between the parties at appellate stage would disentitled them any refund of court fees, which goes against very intent and the spirit of geniality envisaged under Section 89 CPC.

8. In the premise, the impugned order dated 04.03.2025 (Annex.-7) passed by learned Additional District Judge No.5, Bikaner in Civil Suit No.12/2023 is set aside. The learned executing court/trial court shall issue a certificate of refund to the petitioner/plaintiff decree holder to seek full refund of the court fees from the Collector in terms of Section 65-B *ibid*.

9. The writ petition is disposed of accordingly.

10. Pending applications, if any, stand disposed of.

(ARUN MONGA),J

25-AK Chouhan/-

Whether fit for reporting : Yes / No