



IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

231-A

CR-3731-2023

Date of Decision: 27.08.2025

Devender Dixit

.... Petitioner

Versus

Smt. Darshan Vasta and another

.... Respondents

CORAM: HON'BLE MS. JUSTICE NIDHI GUPTA

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

None for the respondent.

NIDHI GUPTA, J. (ORAL)

1. By way of filing the instant revision petition, the petitioner prays for quashing/setting aside the order dated 03.05.2023 (Annexure P-6) passed by the learned Additional Civil Judge (Senior Division), Palwal, vide which the application of the respondents dated 08.10.2018 (Annexure P-4) under Order VII Rule 11 CPC for rejection of plaint has been allowed and the petitioner has been directed to affix *ad valorem* fees on the amount of the sale consideration.

2. Perusal of the order-sheets reveals that on 12.07.2023, when this case was listed for hearing, following order was passed by a co-ordinate Bench this Court:-

*“It is, inter alia, contended by learned counsel for the petitioner that in the present revision petition the question involved is as to whether the ad-valorem Court fee is payable on a suit for grant of decree of declaration to the effect that the agreement to sell has come to an end. He submits that this aspect has already been referred to Hon’ble Division Bench in **Anil Kumar and Others vs. Maninderbir Singh(Civil Revision No. 4067 of 2016)**. He has also referred to order dated 06.07.2022, passed by the Coordinate Bench, in **Gurjant Singh and Others Vs. Bhag***



Singh and Another (Civil Revision No. 5262 of 2017) on the same aspect.

2. *A perusal of the order passed in Anil Kumar's case (supra), reveal that the matter was referred to Hon'ble Division Bench while framing the following issues:-*

- (i) *Whether or not the plaintiff, who is party to a subsisting agreement to sell would be required to affix ad-valorem Court fee if the relief prayed for in the suit is in essence cancellation of the agreement to sell either in terms of Section 27 of the Specific Relief Act, 1963 or otherwise?*
- (ii) *Whether or not in a suit for declaration filed by the plaintiff, who is party to the agreement to sell wherein assertions in the plaint shows that the agreement to sell has come to an end due to its non-performance by either of the party or by lapse of time and the money stands forfeited, ad-valorem Court fee is required to be affixed by the plaintiff and whether court fee is required to be affixed on the amount of earnest money received which is being forfeited or on the total sale consideration?*
- (iii) *Whether a suit for declaration filed by a non-executant of the agreement to sell is required to affix ad-valorem court fee, on the value of the property?"*

3. *The question involved in the present petition being identical in nature, hence the petition is admitted.*

4. *To be heard after the decision of the Division Bench.*

5. *In the meantime, the operation and effect of the impugned order dated 03.05.2023 shall remain stayed and the trial Court is accordingly directed to proceed with the case without insisting of deposit of the ad-valorem court fee.*

3. Now, vide order dated 31.01.2025, the Hon'ble Division Bench had decided the reference and held that '*deficiency in the affixing of ad valorem court fees, yet merely on the said ground the plaint cannot be rejected rather the said deficiency can asked to be made good at the time of pronouncement of the decree. In other words, the same is curable defect*'.



4. It is accordingly, submitted by learned counsel for the petitioner that the instant revision petition may be disposed of in terms of order dated 31.01.2025, passed by the Division Bench of this Court.

5. Ordered accordingly.

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

27.08.2025

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**(NIDHI GUPTA)
JUDGE**

Whether speaking/reasoned Yes/No

Whether Reportable Yes/No