

HIGH COURT OF CHHATTISGARH, BILASPUR**WP227 No.507 of 2017**

Kishore Kumar Das, S/o Shri Nishikant Das, aged about 39 years,
resident of house No.LIG 52, Pandit Ravishankar Shukla Nagar,
Korba, Tahsil and District Korba (CG)

----Petitioner

Versus

1. Smt. Suman Jaiswal, W/o Shri Jagat Ram Jaiswal, resident of house No.LIG 52, Pandit Ravishankar Shukla Nagar, Korba, Tahsil and District Korba (CG)
2. State of Chhattisgarh, Through the Collector, Korba, District Korba (CG)

---- Respondents

For Petitioner	:	Mr.Sandeey Dubey, Advocate
For Respondent No.1	:	Mr.Ashutosh Shukla, Advocate
For State	:	Mr.Arun Sao, Dy.A.G.

Hon'ble Shri Justice Sanjay K. Agrawal

Order on Board

31/08/2017

1. The petitioner/plaintiff instituted a suit for specific performance of contract based on agreement date 28.5.2016 and paid the court fees of ₹ 1,22,000/- on the amount of consideration i.e. ₹ 19,00,000/-. On the objection raised by respondent No.1/defendant, the trial Court has directed to pay the court fees on the basis of consideration amount mentioned in the agreement dated 15.4.2016.
2. Learned counsel for the petitioner would submit that in accordance with clause (x) of Section 7 of the Court Fees Act, 1870 (hereinafter called as 'Act of 1870') the petitioner has already paid the court fees and there is no dispute. The

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petitioner has filed the suit for specific performance of contract on the basis of agreement dated 28.5.2016.

3. On the other hand, learned counsel for respondent No.1 would submit that the petitioner is required to pay court fees on the basis of earlier agreement to sale dated 15.4.2016.

4. I have heard learned counsel for the parties, considered their rival submissions made hereinabove and also gone through the record with utmost circumspection.

5. Section 7 (x) of the Act of 1870 reads as under:-

“7 (x) for specific performance.-in suits for specific performance-

(a) of a contract of sale-according to the amount of the consideration;

(b) of a contract of mortgage-according to the amount agreed to be secured;

(c) of a contract of lease-according to the aggregate amount of the fine or premium (if any) and of the rent agreed to be paid during the first year of the term;

(d) of an award-according to the amount or value of the property in dispute:”

6. In the present case, the petitioner has already paid the court fees of ₹.1,22,000/- on the consideration amount of ₹19,00,000/-, therefore, the court fees paid in the suit filed for specific performance of contract based on agreement 28.5.2016 is strictly in accordance with law.

7. In view of above, the impugned order is set aside. The trial Court is directed to proceed in accordance with law.

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8. The writ petition is allowed to the extent indicated hereinabove. No order as to cost(s).

Sd/-

(Sanjay K. Agrawal)

Judge

B/-