

NAFR

HIGH COURT OF CHHATTISGARH, BILASPUR**CR No. 93 of 2016**

1. Ganpat Satnami S/o S/o Khema Satnami, Aged About 61 Years
Occupation Agriculturist, R/o Village Amlibauna, Tahsil & District Raigarh,
Chhattisgarh
2. Taranjeet Singh, S/o Kehar Singh, Aged About 58 Years Caste Sikh,
Occupation Director Road Corporte Building Pvt. Ltd. Raigarh, R/o Near
Agro Bhawan, District Raigarh, Chhattisgarh
3. Anand Kumar S/o Radhyeshyam Agrawal, Aged About 48 Years
Occupation Business, R/o In Front Main Hospital, Raigarh, Tahsil And
District Raigarh, Chhattisgarh.....(Defendants)

---- Petitioners

Versus

1. Vinod Kumar Agrawal S/o Parasram Agrawal, Aged About 47 Years
Occupation Business, R/o Kotra Road, Raigarh, Tahsil And District
Raigarh.....(Plaintiff)
2. State Of Chhattisgarh Through District Collector, Raigarh , District
Raigarh, Chhattisgarh.....(Defendant No. 4)

---- Respondents

For Petitioners	:	Shri Anand Shukla, Advocate
For Respondent No.1	:	Shri M. K. Sinha, Advocate
For Respondent No.2	:	Shri V.B.Singh, P.L.

Hon'ble Shri Justice Sanjay Agrawal**Order On Board****03/04/2017**

Heard.

2. This is a revision filed against the order dated 09.05.2016 passed by the
4th Additional District Judge, Raigarh (C.G.) whereby the defendants' applications
filed under Order 7 Rule 11 and Order 14 Rules 1 & 2 of the Code of Civil
Procedure, 1908 have been rejected.

3. The undisputed facts of the case are that the plaintiff Vinod Kumar Agrawal has instituted a suit for specific performance of contract on the basis of an agreement to sale, dated 18.01.2010 while paying the Court fee only with regard to the advanced amount of Rs.1,50,000/- paid by him to the defendants.

4. Having considered the facts and circumstances of the case, it is clear that the plaintiff while instituting the suit for specific performance of contract, has not paid the proper Court fee, as required under Section 7(x)(a) of the Court Fees Act, 1870 as well as under terms and conditions stipulated in the alleged agreement to sale dated 18.01.2010. A bare perusal of the said agreement would show very specifically that the plaintiff has agreed to purchase the property in question at the rate of Rs.18,00,000/- per acre. However, the Court fee has been paid only with regard to the advanced amount of Rs.1,50,000/-. This is apparently contrary to the provisions contained under Section 7(x)(a) of the Court Fees Act, 1870. Therefore, instead of dismissing the suit, I hereby granted two months' time from today to the plaintiff to pay the requisite Court fee, payable under the Court Fees Act, 1870. If the plaintiff fails to pay Court fee, as directed, then the suit as instituted by him would be liable to be dismissed.

5. In view of the aforesaid observations, the revision petition is disposed of.

6. No order as to costs.

Sd/-

(Sanjay Agrawal)
Judge