

**IN THE HIGH COURT OF PUNJAB & HARYANA AT
CHANDIGARH**

Civil Revision No.2864 of 2018.

Decided on:-May 03, 2018.

Gurmej Singh.

.....Petitioner.

Versus

Mahla Singh.

.....Respondent.

CORAM: HON'BLE MR. JUSTICE HARI PAL VERMA.

Present:- Mr. Sanjeev Kumar Arora, Advocate
for the petitioner.

HARI PAL VERMA, J.

The petitioner has filed the present civil revision under Article 227 of the Constitution of India impugning the order dated 03.04.2018 (Annexure P-1) passed by learned Civil Judge (Junior Division), Guruharsahai, whereby the application filed by the petitioner-defendant for impounding the agreement to sell dated 10.04.2012 or to reject the plaint on the ground that the same is under stamped, was rejected.

Briefly stated, the respondent-plaintiff had filed a suit for recovery of Rs.2,78,000/- against the petitioner-defendant. An amount of Rs.2,00,000/- was paid by the respondent-plaintiff to the petitioner-defendant as earnest money at the time of execution of the agreement to sell dated 10.04.2012 between the parties in respect of the plot, as detailed in the plaint. The respondent-plaintiff has also claimed Rs.78,000/- as interest @ 1% per month on the earnest money.

While the suit was pending between the parties, the petitioner-defendant had filed an application for impounding the agreement to sell dated 10.04.2012 or to reject the plaint on the ground that the same is under stamped. The respondent-plaintiff had filed his reply to this application taking objections that the application is not maintainable, the same is false, frivolous and vexatious and has been filed in order to prolong the dispute.

Vide impugned order dated 03.04.2018, learned civil Court had dismissed the aforesaid application filed by petitioner/defendant.

It is in these circumstances, the petitioner-defendant has filed the present revision petition, challenging the order dated 03.04.2018.

Learned counsel for the petitioner has argued that the civil Court has dismissed the application primarily on the ground that the plaintiff had filed a suit for recovery and not for specific performance of an agreement to sell and as such, the agreement to sell is not liable to be impounded and secondly, the ground of application that the same is under-stamped has been filed just to prolong the matter. Since the suit filed was understamped, the plaint was required to be rejected as provided under Order VII Rule 11 CPC.

I have heard learned counsel for the petitioner.

There is no dispute that the respondent-plaintiff had filed a suit for recovery of Rs.2,78,000/- against the petitioner-defendant. Therefore, the question of impounding the agreement to sell does not arise. Plaintiff has not filed a suit for specific performance of an agreement, rather, it is simplicitor suit for recovery. Even otherwise, the proceedings in the civil suit pending before learned civil Court are at the advance stage of conclusion. Thus, this

Court does not find any illegality in the impugned order dated 03.04.2018 passed by learned civil Court, which may warrant interference by invoking revisional jurisdiction of this Court.

Accordingly, the impugned order dated 03.04.2018 passed by learned Civil Judge (Junior Division), Guruharsahai is affirmed and the instant civil revision, being devoid of any merit, is dismissed.

May 03, 2018
Yag Dutt

(HARI PAL VERMA)
JUDGE

Whether speaking/reasoned:	Yes
Whether Reportable:	No