



CR No. 3032 of 2025

IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

CR-3032 of 2025 (O&M)

Decided on: 19.05.2025

Hansraj

.....Petitioner

Versus

Dharambeer

.....Respondent

CORAM: HON'BLE MR. JUSTICE DEEPAK GUPTA

Present: Mr. Anil Kumar Rana, Advocate
For the petitioner.

DEEPAK GUPTA, J.

By way of this petition filed under Article 227 of the Constitution of India read with Section 151 CPC, the petitioner prays for setting side the order dated 13.01.2025 (*Annexure P-8*) passed in a case bearing CS-1380 of 2018 titled '*Dharambeer Vs. Hansraj*', whereby his application under Order VII Rule 11 CPC for rejection of plaint has been rejected by learned Civil Judge (Jr. Divn.), Faridabad.

2. Suit for specific performance with consequential relief of permanent injunction was filed by the plaintiff (respondent herein) based on an agreement to sell dated 18.05.2009, wherein an application under Order VII Rule 11 CPC was moved by the defendant i.e. petitioner herein, for rejecting the plaint on the ground that suit was not maintainable being barred by the limitation and that plaintiff had also sought alternative decree for the recovery of ₹4,50,000/- along with interest at the rate of 2% per month from 18.05.2009 onwards but had affixed the Court fee only on the amount of ₹4,50,000/- and not on the interest component. The said application has been rejected by the trial Court by way of impugned order, which is assailed before this Court.

3. It is contended by learned counsel that plaintiff was required to pay the *ad-valorem* Court fee even on the interest component as sought by him. It is also the contention that the last date for execution of the sale-

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deed was fixed as 16.05.2011 and therefore, suit filed in 2018 was barred by limitation. It is also the contention of learned counsel that prior to this suit, the petitioner-defendant had filed a suit bearing CS/3088/2016 titled 'Hansraj Vs. Dharambeer' seeking declaration for annulment of the agreement in question and therefore, the present suit was not maintainable.

4. After going through the contents of the agreement to sell Annexure P-1 relied by the petitioner and the reasoning given by the trial Court, this Court does not find any merit in the petition.

5. As per the agreement, defendant-petitioner had agreed to sell the suit property to the plaintiff for consideration of ₹4,50,000/- and received the entire consideration. It would be apt to reproduce the relevant terms and conditions of the agreement (*Annexure P-1*), which are as under:-

"1 That with the consent of both the parties the maturity date of registered sale deed of the above area has been fixed on 16.05.2011. That the buyer has also agreed to give interest @ 2 percent on the said amount.

2. That whenever the seller returns the said amount along with interest to the buyer Sh. Dharambir Singh S/o Mohar Singh within the above-mentioned time period, then this agreement will be considered as cancelled and void. In which the buyer and any of his heirs will not have any objection of any kind.

3. That in case in the said time period the seller does not return the above-mentioned amount along with interest, then buyer will have the right to get the sale deed of the said property registered in his favor without paying any amount to the seller, and if in this case the seller shows any difficulty, then the buyer can get it done through the court. The seller will have no objection in this regard.

4. That the seller has handed over the possession of the said property to the buyer at the spot. That whenever the buyer receives the money, the said property will be returned to the seller in the same condition in which

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it was sold.”

6. As is apparent from the aforesaid conditions that though the target date for execution of the sale deed was fixed to be 16.05.2011 but option was given to the seller i.e. petitioner herein to return the amount along with interest to the respondent-plaintiff Dharambeer within the stipulated period, in which case the agreement was to be considered as null and void. It was also stipulated that in case the seller does not return the amount, then the buyer will have the right to get the sale deed executed and registered in his favour without making payment of any amount, through the Court.

7. The clause No.3 of the agreement will further reveal that no specific time was fixed for getting the sale deed executed in case the money was not returned by the seller. In these facts and circumstances, trial Court has rightly observed that the plea of limitation was a mixed question of law and facts and therefore, it cannot be determined unless the parties are given opportunity to lead evidence in this regard.

8. As far as the payment of *ad-valorem* Court fee is concerned, it has rightly been observed by the trial Court that grant of interest on the principal amount of ₹4,50,000/- as an alternative prayer made by the plaintiff is discretionary in nature and at this stage, plaintiff cannot be directed to pay *ad-valorem* Court fee on the interest component.

9. In view of the aforesaid discussion, it is held that there is no merit in present revision petition, in the absence of any illegality or perversity in the impugned order. As such, holding the present revision petition to be devoid of any merit, the same is hereby dismissed.

(DEEPAK GUPTA)
JUDGE

19.05.2025
Jiten

Whether speaking/reasoned : Yes/No
Whether reportable : Yes/No