IN THE HIGH COURT OF PUNJAB & HARYANA AT CHANDIGARH

CR-4629-2025 (O&M)
Date of Decision: 04.11.2025

Anita Malik ......Petitioner

Vs.

Ravi Jindal and another ......Respondents

CORAM: HON'BLE MRS. JUSTICE SUDEEPTI SHARMA

Present : Mr. Angel Sharma, Advocate,
for the petitioner.

Mr. Kunal Dawar, Senior Advocate, with
Mr. Saurav Bajaj, Advocate, and
Ms. Drisha Kansal, Advocate,
for the respondents.

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SUDEEPTI SHARMA J. (ORAL)

1. The challenge in the present revision petition is to the order dated 15.05.2025 passed by learned Civil Judge (Junior Division), Panipat, in Civil Suit No.CS-116-2024, whereby the application filed by defendant No.2/respondent No.2 under Order 7 Rule 11 read with Section 151 CPC has been allowed and the petitioner/plaintiff has been held liable to pay *ad valorem* court fee.

2. Learned counsel for the petitioner contends that the agreement to sell is a forged document, which is totally denied by the petitioner/plaintiff and that is the reason, she has filed the civil suit for declaration. Therefore, it is submitted that the petitioner/plaintiff is not liable to pay any court fee.

3. *Per contra*, learned Senior counsel for the respondents places reliance upon the judgment passed by the Division Bench of this Court in **Anil Kumar Vs. Maninderbir Singh, 2025 (2) RCR (Civil) 240** and submits that in view of the said judgment, the petitioner/plaintiff is required to pay *ad valorem* court fee on the earnest money received by her.

4. It would be apposite to reproduce the relevant portion of the judgment passed by the Division Bench of this Court in ***Anil Kumar's case (supra),*** which reads as under:-

> *"29. Section 31 of the Act of 1963 creates a duo of rights. The said duo of rights becomes respectively embodied in sub section (1) and in sub section (2) of Section 31 of the Act of 1963. In sub section (1) of Section 31 (supra), a right becomes conferred upon a party to a contract or vis-a-vis a party, who has executed a written instrument, which would but also cover an agreement to sell, thus to claim that the supra be rather declared to be void or voidable, but on an averment, that he has reasonable apprehension that if such instrument left outstanding, the same may cause him serious injury, given his further averring that he had acquired or would be conferred a defective title on the subject suit lands. Resultantly therebys, he is endowed with a right to seek a declaration that it be declared to be void or voidable, whereupons, the civil court may on the adduced evidence, thus exercise its statutory discretion to so adjudge it, and, order it to be delivered up and cancelled. On the suit of the said genre, if the entire sale consideration is received by the vendor from the vendee and also a consequential decree for possession is claimed, therebys, court fees ad valorem to the supra espousal but is required to be affixed on the plaint. On the other hand, if only a part of the sale consideration is delivered by the vendee to the vendor and no consequential relief for delivery of possession of the subject property is claimed, thereupons, court fees ad valorem to the earnest money delivered by the vendee to the vendor is to be affixed on the plaint."*

5. Though, learned counsel for the petitioner has not placed on record the agreement to sell along with the present petition, learned Senior counsel for the respondents has shown the same to this Court to state that the earnest money as per agreement to sell is Rs.2,56,00,000/-.

6. In view of the judgment passed by the Division Bench of this Court, as referred to above, in ***Anil Kumar's case (supra),*** earnest money as per agreement to sell is Rs.2,56,00,000/-. Therefore, the *ad valorem* court fee on earnest money i.e. Rs.2,56,00,000/-, as per agreement to sell, is required to be filed by the petitioner/plaintiff.

7. In view of the same, the order dated 15.05.2025 passed by learned Civil Judge (Junior Division), Panipat, is modified to the extent that the petitioner/plaintiff is liable to affix the *ad valorem* court fee on earnest money as per agreement to sell i.e. Rs.2,56,00,000/-, as per rules, within a period of two weeks from the date of passing of this order.

8. Disposed of accordingly.

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

(SUDEEPTI SHARMA)
JUDGE

04.11.2025
Virender

Whether speaking/non-speaking : Yes/No
Whether reportable : Yes/No