IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
WRIT PETITION NO. 1830 OF 2026

Sangeeta Toshniwal ...Petitioner

Versus

State of Maharashtra through the Government Pleader & Ors. ...Respondents

Mr. Ansh Agal, *a/w Aditi Pareek i/b Jain Law Partners LLP, for the Petitioner.*

Ms. Gauri Sawant, *AGP for the State.*

CORAM : SOMASEKHAR SUNDARESAN, J.
DATE : APRIL 30 , 2026

ORDER :

1. Rule. Rule made returnable forthwith by consent of the parties.

2. The challenge in this Petition is to an order dated June 6, 2025, whereby an application for relief of stamp duty under Section 48 of the Maharashtra Stamp Act, 1958 (***"the Act"***), filed by the Petitioner, was rejected by the stamp authorities.

3. The facts of the case fall within a rather narrow compass. The Petitioner entered into an Agreement for Sale to book Flat No. 1802 in a building called "Prisma" developed by Oberoi Constructions Limited (***"Developer"***), with the consideration for the flat being contracted at Rs.~5.79

crores. Subsequently, disputes and differences erupted between the parties and owing to a delay in performance of the agreement by the Developer, the Petitioner approached the Maharashtra Real Estate Regulatory Authority (***"RERA"***), seeking termination of the agreement and refund of the consideration amount paid. The RERA was pleased to allow the complaint and grant refund of the partly paid consideration in the sum of Rs.~4.07 crores along with interest.

4. This order was challenged by the Developer, and Writ Petition No. 9723 of 2019 was filed by the Developer, with the Developer depositing a sum of Rs.~1.22 crores in Court to demonstrate its bona fides. Eventually, the parties settled their disputes and a Cancellation of the original flat purchase Agreement was executed on December 14, 2023, pursuant to which the Petitioner filed an application seeking refund of stamp duty already paid, in view of the agreement not having been acted upon.

5. It is confirmed that the sole basis on which the request for relief has been denied is that the proviso to Section 48(1) of the Act requires the cancellation to have been effected within a period of five years from the date on which the original instrument that was stamped, had been executed. In the facts of the case, the cancellation having been effected in 2023 and the original

instrument having been executed in 2015, the request for refund was denied on the premise that the deadline of five years had been missed.

6. This issue is no longer open for debate when it falls for consideration of Writ Courts, which have repeatedly stated that it is the extraordinary writ jurisdiction that can intervene in such matters, and it is not open to the stamp authorities to independently take a view on diluting the hard-coded deadlines available in law. It is only in extraordinary circumstances, where the Writ Court is satisfied that the factual matrix indeed calls for an intervention in exercise of powers under Article 226 of the Constitution of India, that a refund could be granted.

7. Therefore, while no fault can be found with the stamp authorities for adhering to the timeline stipulated in the law, evidently, in the facts of the case, as indeed in many other cases of an identical nature, various learned Single Judges of this Court have taken the view that when the underlying transaction itself has not been acted upon, and when the cancellation is a product of litigation between the parties leading to the parties' bargain not even being met, a case would be made out for the Writ Court to make an intervention. The judgements of a Learned Single Judge of this Court in

Katmandu Apparel[1] and in ***Satish Buba Shetty***[2] are squarely on point. The Supreme Court too has in the case of ***Rajeev Nohwar***[3]

In these circumstances, a case has been made out to quash and set aside the Impugned Order dated June 6, 2025. The application filed by the Petitioner for refund under Section 48 duly stands allowed. The Petitioner shall be entitled to a refund of stamp duty. The Learned AGP states that granting the highest rate of interest for the refund would also be detrimental to public interest and she leaves it to the Court to impose an appropriate interest rate. Following the the precedent set in ***Katmandu Apparel***, a rate of interest of 6%, which is benchmarked against an ordinary short-term fixed deposit rate, is considered appropriate.

8. The Petitioners are therefore declared to be entitled to the refund of stamp duty paid on the agreement dated March 11, 2015, cancelled by the Deed of Cancellation on December 14, 2023. The refund shall be processed by the stamp authorities along with interest at a simple interest rate of 6% per annum.

1 *Katmandu Apparel Private Ltd. v. Inspector General of Registration & Ors.*, ***2025 SCC OnLine Bom 3124***
2 *Satish Buba Shetty v. Inspector General of Registration & Collector of Stamps*, ***2024 SCC OnLine Bom 108***
3 *Rajeev Nowhar v. Chief Controlling Revenue Authority, Maharashtra* – ***2021 SCC OnLine Supreme Court 863***

9. The stamp authorities are requested to complete processing the refund within a period of six weeks from the upload of this order on the website of the Court. No order as to costs. The captioned Petition is ***disposed of*** in the aforesaid terms.

10. All actions required to be taken pursuant to this order shall be taken upon receipt of a downloaded copy as available on this Court's website.

[SOMASEKHAR SUNDARESAN, J.]