



CNR NO. MHSI070003362021
Order passed below Exh. No.32
in R.C.S. No. 62/2021

The present application has been filed by defendant No. 3 seeking rejection of the plaint under Order VII Rule 11 of the Code of Civil Procedure. It is the contention of defendant No. 3 that the present suit has been filed by the plaintiff on 13.07.2021 seeking a decree of mandatory injunction directing defendant No. 1 to execute a sale deed in respect of the suit property. It is further contended that the plaintiff has failed to pay the requisite court fees on the consideration amounts of ₹50,000 and ₹1,10,000, which are stated to have been paid to defendant No. 1 as consideration.

2. It is further contended that the plaintiff has referred to a sale deed executed by defendant No. 1 in favour of defendant Nos. 2 and 3 dated 22.10.2020 and, in effect, seeks cancellation of the said sale deed. However, the plaintiff has valued the suit at ₹1,000 only, thereby undervaluing the suit. On these grounds, defendant No. 3 has prayed for rejection of the plaint.

3. The said application has been resisted by the plaintiff by filing a reply at Exh. 32. The plaintiff has denied the contents of the application under consideration. It is the contention of the plaintiff that the suit is primarily for

mandatory injunction in respect of the transaction between the plaintiff and Defendant No. 1. It is further contended that the plaintiff has not sought cancellation of the sale deed dated 22.10.2020 executed in favour of defendant Nos. 2 and 3, and therefore, the question of valuation for cancellation of deed dated 22.10.2020 does not arise. Hence, the plaintiff has prayed for rejection of the application.

4. Perused application and reply. Read the plaint. Heard both sides.

5. The plaintiff has filed the present suit seeking a mandatory direction to defendant No. 1 to execute a sale deed in respect of 10.5 gunthas of the suit property on the basis of an agreement dated 13.01.2003. Though the plaintiff has not specifically used the expression “specific performance,” the nature of the relief sought clearly shows that the suit is one for specific performance of the agreement dated 13.01.2003. The plaintiff has not sought any relief as to the sale deed dated 22.10.2020.

6. On perusal of the plaint, it appears that the plaintiff has valued the said relief at ₹1,000 and has paid court fees of ₹200. Section 6(ix)(a) of the Maharashtra Court Fees Act deals with computation of court fees in suits for specific performance. The said provision specifically

provides that in a suit for enforcement of a contract of sale, the court fee shall be computed on the amount of the consideration.

7. From the averments in the plaint, it is evident that the total consideration under the said agreement was ₹3,00,000/-. Therefore, in view of Section 6(ix)(a) of the Maharashtra Court Fees Act, the plaintiff was required to value the suit at ₹3,00,000/- and pay court fees accordingly. The valuation of the suit at ₹1,000/- is, therefore, incorrect, and the suit is undervalued.

8. However, merely because the suit is undervalued, the plaint cannot be rejected straightaway. The plaintiff must be granted an opportunity to correct the valuation within the time fixed by the Court. If the plaintiff fails to do so within the stipulated period, the plaint is liable to be rejected. Accordingly, the application deserves to be partly allowed. Hence, the following order is passed:

<u>ORDER</u>	
1.	The application at Exh. 32 is partly allowed.
2.	The plaintiff shall correct the valuation of the suit and pay the requisite court fees in accordance with Section 6(ix)(a) of the Maharashtra Court Fees Act within one month from the date of this order.

3.	In the event of failure to comply with this order within the stipulated period, the plaint shall stand rejected.
4.	The plaintiff to note.
5.	No order as to Costs.
	(Pronounced and dictated in open Court.)

Place - Malvan
Date - 25/02/2026

M.K.Fakih
Civil Judge Jr.Dn., Malvan.