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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

\+ RFA 226/2026

POOJA SHARMA AND ORS .....Appellant

Through: Mr. Satyajit Kumar Singh, Mr. Suraj Kumar and Mr. Sorabh Kumar, Advocates.

versus

SARITA ARORA .....Respondent

Through:

CORAM:
HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

O R D E R

% **25.03.2026**

CM APPL. 18766/2026 (*Seeking Exemption*)

1. Allowed, subject to just exceptions.
2. The Application stands disposed of.

REVIEW PET. 126/2026

3. A Review Petition under Order XLVII Rule 1 read with Section 114 of CPC has been filed on behalf of the Review Petitioners/Appellants for review of the Order dated 13.03.2026 of this Court in RFA No.226/2026.

4. It is submitted in the Petition that RFA No.226/2026 had been filed by the Petitioners against the Judgment dated 20.11.2025 of learned District Judge, whereby the Suit for Partition, Recovery of Rent and Permanent and Mandatory Injunction had been decreed in respect of 50% of the Suit property. The RFA has been dismissed on 13.03.2026. However, there is an error apparent on the face of the record. The Suit had been decided under Order 12 Rule 6 CPC vide Judgment dated 20.11.2025 and a Final Decree was passed without valuation of property and without payment of proper

Court Fee paid by the Respondent, whereby the filing of the Suit was an abuse of process of law.

5. The Petitioner had challenged the Preliminary Decree dated 24.07.2023 and filed RFA No.562/2024 which is pending adjudication before this Court. The learned Trial Court in Execution No.1809/2025 had directed the Respondent to pay the Stamp Duty on 13.12.2025, 14.01.2026 and 04.02.2026 despite which the Respondent has failed to comply and pay the requisite Stamp Duty.

6. The Verification Clause of the Suit was defective as the suit had not been verified by the Respondent in accordance with the Rules.

7. The Supreme Court in *Ram Prakash Gupta vs. Rajiv Kumar Gupta & Ors*. (2007) 10 SCC had held that the rejection of the Suit under Order VII Rule 11 CPC at a belated stage, and that too, without averting to the material which is available in the Plaint, is erroneous and is liable to be set aside.

8. Reliance is also placed on *Ganapathy Hegde vs. Krishnakudva* (2005) 13 SCC 539, wherein it was held that proviso to Order VII Rule 11 CPC is attracted when the time for payment of Court Fees has been fixed by the Court and the same is not supplied within the time. The Trial Court is empowered under Section 149 CPC to extend the time. Therefore, once the Court Fee is paid, rejection of the Suit under Order VII Rule 11 CPC is not merited. Similar observations have been made in *P.K. Palanisamy vs. N. Arumugham & Anr*. SLP (Civil) No.2308 of 2009 dated 23.07.2019.

9. The Review is sought on the ground that it has been stated that the Preliminary Decree 24.07.2023 has not challenged, when in fact RFA No.562/2024 has been filed, which is pending adjudication.

10. Further, it has been recorded that the Counsel for the Appellant had

submitted that the Appellant had entered into the Agreement with the Respondent whereby the Respondent had agreed to sell a share to the Appellant, but is not willing to come forth. In case the Appellant has any Agreement to Sell or arrangement with the Respondent, the same should have been agitated in their defense. In any case the parties are at liberty to seek appropriate remedy in accordance with law.

11. It is further that no such statement was made by the Counsel for the Appellant. It appears that there is an inadvertent error in recording the oral submissions. In fact, the right submission of the Counsel for the Appellant was that the Suit had not been valued properly and no Court Fee has been paid.

12. It was further contended that the Suit property has built up area having Three Bed rooms, one Toilet cum Bathroom with attached Bed room and another common Toilet cum Bathroom, one Drawing room, one Kitchen and Balcony in the area admeasuring 307.1 sq. yards with roof rights. The Petitioner had purchased 50% of share of the Suit property and details of the property were not mentioned in the Sale Deed, the Respondent assured the Petitioners that she will sell remaining 50% of the share to the Petitioners after one year, because Suit property is a single unit, which has not been recorded in the Order dated 13.03.2026.

13. The Order is thus, sought to be reviewed on the ground that there is an error apparent on the face of the record.

Submissions heard and record perused.

14. The *first contention* for review of the Order is that the Court Fee has not been paid by the Respondent and, therefore, the Judgment was liable to be set aside. However, the Appellant himself has referred to various Order

of the Executing Court wherein the time has been granted to the Respondent for deposit of the Court Fee. It cannot be overlooked that this is a Suit for Partition, wherein any deficit Court Fee is required to be paid only after the Preliminary/Final Decree. The Judgment itself cannot be set aside while this aspect has been duly considered by the Executing Court to proceed further with the Execution. This cannot be a ground for Review and there is no error in this regard in the impugned Order.

15. The *second contention* raised is that the counsel for the Appellant had submitted that the Suit property is a single unit property constructed on 307.1 sq. yards and that Appellant is the owner of 50% of the Suit property and that the Respondent had assured that she would sell her share of 50% in the Suit property to the Appellant within one month. It is exactly what has been recorded in the impugned Order that any arrangement that the parties may have in respect of sale of respective share to the other, is to be agitated before the Executing Court, but that does not create any triable issue for setting aside the Final Decree.

16. There is no error apparent on the face of the impugned Order. There is no merit in the impugned Review Petition which is hereby, dismissed and stands disposed of.

17. The other Application CM APPL. 18765/2026 for grant of Stay also stands disposed of accordingly.

NEENA BANSAL KRISHNA, J

MARCH 25, 2026/va