

GOVERNMENT OF MEGHALAYA
EXCISE: REGISTRATION: TAXATION: STAMPS: DEPARTMENT

NOTIFICATION

No. ERTS (S) 1/2018/223

Dated Shillong the 21st December, 2021

In exercise of the powers conferred by sub-clause (i) of clause (a) of Section 25A of the Court Fees (as amended by Meghalaya) Act, 1870, the Governor of Meghalaya is pleased to make the following Rules namely:-

RULES

CHAPTER – I –Preliminary

1. **Title and commencement:** - (1) These Rules may be called “The Meghalaya E- Court Fees Rules, 2021.
(2) They shall extend to the whole state of Meghalaya.
(3) They shall come into force from the date of publication in the official Gazette.
2. **Definitions:-** (1) In these Rules unless the context otherwise requires:-
 - (a) “Act” means the Court Fees Act, 1870 as amended from time to time in its application to Meghalaya
 - (b) “Agreement” means the agreement executed under Rule 6.
 - (c) “Appointing Authority” means the Government of Meghalaya represented by the Superintendent of Stamps.
 - (d) “Authorised Collection Centre” or “Approved Intermediary” shall mean and include an agent appointed under Rules 12 and 13 of these rules.
 - (e) “Central Record Keeping Agency” means and includes an agency for computerization of Court Fee Administration System appointed under Rule 4.
 - (f) “Central Server” means the computer system maintained by the Central Record Keeping Agency, where all transactions pertaining to E-payment of Court Fees through the Authorised Collection Centre or Approved Intermediary are maintained.
 - (g) "Department" means the Department of Excise, Registration, Taxation & Stamps of the Government of Meghalaya.
 - (h) "Depository Services" means and includes depository related services rendered in de-mat account or trading account in respect of marketable securities and other auxiliary services.
 - (i) “Document” means and includes all articles included in Schedule I and Schedule II appended to The Court Fees Act, 1870 as applicable to Meghalaya and also Tender or

any document filed in an office of the Government of Meghalaya where payment of Court Fee has been mandated.

- (j) "E-Court Fee Certificate" means an electronically generated impression on paper to denote the payment of Court Fee levied under Schedule I and Schedule II of Act No.7 of 1870.
- (k) "Form" means a form prescribed by the appointing authority from time to time.
- (l) "Government" means the Government of Meghalaya.
- (m) "Grievance Redressal Officer" means and includes the officer authorised by the Superintendent of Stamps, to be the Grievance Redressal Officer.
- (n) Group "A" Officer means an officer in the Government whose starting scale of pay in the Revised Pay Structure, 2018, is level 15 and above.
- (o) "High Court" means the Hon'ble High Court of Meghalaya.
- (p) "Penalty" means the sum of money levied on the Central Record Keeping Agency for violation of any of the provisions of these Rules on its own account or on account of violation by the Approved Intermediary or Authorised Collection Centre.
- (q) "State" means the State of Meghalaya

(2) The words not defined in these Rules shall have the same meaning as assigned to them in the Court Fees Act (Central Act No. 7 of 1870) and the Information Technology Act, (Act No.21 of 2000).

CHAPTER-II

Central Record Keeping Agency

- 3. **Eligibility for appointment as Central Record Keeping Agency** - Any Public Financial Institution, Scheduled Bank or Body Corporate engaged in providing depository services appointed by Central Government or recognized by State Government or any Body Corporate where not less than 51 percent of equity capital is held by any of the entities mentioned above, either solely or in consortium, shall be eligible for appointment as Central Record Keeping Agency.
- 4. **Appointment of Central Record Keeping Agency** - The Appointing Authority shall select and appoint by notification an agency to function as Central Record Keeping Agency for the State or for the specified districts or places in the State from time to time, by adopting any of the following orders of preference namely:-
 - a) on the basis of recommendations, if any, of the Central Government regarding appointment of Central Record Keeping Agency, issued from time to time, and in case such recommendation is not available;

- b) by inviting technical and commercial bids through a duly constituted expert selection committee by the Government.
5. **Term of appointment** - The term of appointment of the Central Record Keeping Agency shall be for five years or such period as decided by the Appointing Authority.
6. **Agreement, Undertaking and Indemnity Bond** - (1) The Central Record Keeping Agency shall execute an Agreement in **FORM I** appended to these Rules.
- (2) Service Level Agreement in **Annexure-A** shall also be executed between the Appointing Authority and the Central Record Keeping Agency to develop and implement the E-Court Fees Administration System.
- (3) The terms and conditions of the Agreement in **Form-I** may be modified by mutual consent of both the parties to it.
- (4) The Central Record Keeping Agency shall execute an "Undertaking and Indemnity Bond" in **FORM-2**.
- (5) The Appointing Authority may amend the Forms by notification in the official Gazette after consultation with the CRA.
7. **Termination of appointment of Central Record Keeping Agency** - (1) The appointment of the Central Record Keeping Agency may be terminated by the Government before the agreed term of appointment, on the ground of any breach of obligation or term of agreement or financial irregularity or for any other sufficient reason, such termination is justified according to the Appointing Authority.
- (2) The decision to terminate the appointment under sub- rule (1) shall be made;-
- (a) after the Central Record Keeping Agency has been given one month's Show-cause Notice specifying the details of grounds for such termination, and
- (b) has been given a reasonable opportunity of being heard.
- (3) The Appointing Authority, if it is of the opinion that the provision(s) of the Court Fees Act (as applicable to Meghalaya) have been violated, after following the procedure under sub- rule (2), shall fix a time line for remedy of the breach and may also impose a penalty in accordance with the provisions of chapter IX of these Rules on a case-to-case basis.
8. **Renewal of appointment** - (1) The application for renewal of appointment of the Central Record Keeping Agency shall be made to the Appointing Authority at least three months before the expiry of the running term of appointment.
- (2) The Appointing Authority before taking decision on the application may call for any information or record from the concerned Offices or Central Record Keeping Agency or Authorised Collection Centre or Approved Intermediary or any other person, institution or authority, constituted under any Law for the time being in force.

- (3) The Appointing Authority shall forward the application along with its recommendation for renewal or rejection with reasons thereof, to the Government.
- (4) The Government, if it is satisfied, may renew the term of appointment made under Rule 5.
- (5) In the event of the Government deciding to renew the appointment, a fresh Agreement in **Form-1**, a fresh Service Level Agreement and "Undertaking and Indemnity Bond" in **Form-2**, shall be executed by the Central Record Keeping Agency.
- (6) The Government may refuse the renewal of term of appointment **for reasons to be recorded in writing** and its decision shall be final and binding.

CHAPTER - III

Duties of the Central Record Keeping Agency

- 9. Duties of Central Record Keeping Agency** – (1) The Central Record Keeping Agency shall be responsible for,-
- (a) Providing need-based hardware and software infrastructure at the designated locations and connectivity with the main server, in consultation with the Appointing Authority, in specified districts or places such as the offices of Superintendent of Stamps, High Court of Meghalaya, District & Sessions Judge, Shillong, Chief Judicial Magistrate, Shillong, Assistant District Judge, Shillong, Additional Deputy Commissioner (J)/ Assistant to Deputy Commissioner, Shillong, Munsiff, Shillong, other District and subordinate Courts, Authorised Collection Centres and Approved Intermediaries (the points of contact for payment of Court Fee) and other places in the State, as specified from time to time by the Appointing Authority.
 - (b) Providing suitable and adequate Training to the identified manpower or Personnel of the Department of Stamps and Registration and different Courts in the state;
 - (c) Facilitating selection of Authorised Collection Centres and Approved Intermediary for collection of Court Fee and issuing E-Court Fee Certificate.
 - (d) Coordinating between the Central Server, Authorised Collection Centres/ Approved Intermediaries and the offices of the Superintendent of Stamps, offices of the Courts or any other office or place in the state, as specified from time to time, by the Appointing Authority.
 - (e) Collecting Court Fee and remitting it to the prescribed Heads of Account of the State in accordance with these rules.
 - (f) Preparing and providing various reports as required under these rules and as directed by the Hon'ble High Court or the Appointing Authority from time to time.
- (2) (a) The Central Record Keeping Agency shall not provide, transfer or share without the written permission of the Appointing Authority, any hardware, software or any technology or

details in respect of the E-Court Fees project undertaken by it in the State to any person other than the duly appointed Authorised Collection Centre or Approved Intermediary.

- (b) The Central Record Keeping Agency shall deploy the E-Court Fees application software only after the security audit by an agency approved by the Central or State Government is completed. Such security audit shall also be obtained whenever there is a change in the E-Court Fees applications subsequently.
- (c) The Central Record Keeping Agency shall maintain the logs of all the activities on the server dedicated for E-Court Fees as per the guidelines of the Indian Computer Emergency Response Team on regular basis.

10. Commission allowable to the Central Record Keeping Agency - (1) The Central Record Keeping Agency will be entitled to such commission on the amount of E-Court Fees collected as notified by the Government from time to time.

- (2) The commission payable to Central Record Keeping Agency shall be subject to the conditions specified in Rule 19.

11. Specification of software to be used by Central Record Keeping Agency – The Central Record Keeping Agency in consultation with the Appointing Authority, shall design and use such software to indicate the following minimum details on the E-Court Fee Certificate (Such details should also be contained in the Bar Code or QR Code):

- a. Distinguished serial number or Unique identification number of the E-Court Fee Certificate so that it is not repeated on any other E-Court Fee Certificate during the lifetime of the E-Court Fee system.
- b. Date and time of issue of the E-Court Fee Certificate.
- c. Amount of Court Fee paid through the E-Court Fee Certificate, in words and figures.
- d. Name and address of the litigant for amount greater than Rs.500/- (Rupees Five hundred) only for E-Court Fee Certificate issued by ACC offline and name and address of the litigant for all denominations of E-Court Fee Certificate issued online.
- e. Names of the litigant(s) to the document.
- f. Code and location of the 'E-Court Fee Certificate issuing branch' of the Central Record Keeping Agency or Authorized Collection Centre or Approved Intermediary.
- g. Any other distinguishing mark of the E-Court Fee Certificate e.g. bar code or security code or QR code containing the details not reflected visually on the E-Court Fee Certificate;
- h. Space for signature and seal of the 'E-Court Fee Certificate issuing officer or authorized signatory' of the Central Record Keeping Agency or Authorised Collection Centre or Approved Intermediary;

- i. Availability of facility to Superintendent of Stamps, Registrar General of the High Court, District & Sessions Judge, Shillong, Chief Judicial Magistrate, Shillong, Assistant District Judge, Shillong, Additional Deputy Commissioner (J)/ Assistant to Deputy Commissioner, Shillong, Munsiff, Shillong, other District and subordinate Courts, and other places in the State, as specified from time to time by the Appointing Authority to disable or lock the E-Court Fee Certificate, to prevent the repeated use of any E-Court Fee Certificate;
- j. Facility to cancel the “spoiled, unused or not required for use” E-Court Fee Certificate.
- k. Providing for passwords and codes to the designated or authorized officials of the Department/ Appointing Authority or Registrar General of the High Court and any or all such officers nominated by him to search and view any E-Court Fee Certificate and to access Management information System (MIS) and Decision Support System (DSS) reports.
- l. Availability of details of the issued E-Court Fee Certificate on the E-Court Fee Server maintained by the Central Record Keeping Agency.
- m. Availability of different transaction details and reports relating to the E-Court Fee which will be accessible to the officers designated or authorized by the Appointing Authority and/or the Registrar General of the High Court.

CHAPTER-IV

Authorized Collection Centres (ACC) or Approved intermediary (AI)

12. **Appointment of Authorised Collection Centre or Approved intermediary** – (1)The Central Record Keeping Agency shall appoint Authorised Collection Centres and/ or Approved Intermediaries with the prior approval of the Appointing Authority to act as an intermediary between the Central Record Keeping Agency and the Court Fee payer for collection of Court Fee and for issuing E-Court Fee Certificate.
(2) The service charges, commission or fees etc by whatever name called shall be the exclusive and mutual agreement between the Central Record Keeping Agency and the Authorised Collections Centres or Approved Intermediaries and the Appointing Authority shall have no liability towards any of their mutually agreed service charge, commission etc.
13. **Eligibility for appointment of Authorised Collection Centre or Approved Intermediary-**
All the offices or branches of the Central Record Keeping Agency located within Meghalaya, any Scheduled Bank, Financial Institution or undertaking controlled by Central or State Government, Post Offices, vendor or such other agencies as approved by the Appointing Authority shall be eligible for appointment as Authorised Collection Centre or Approved Intermediary.
14. **Central Record Keeping Agency to collect Court Fee** - All the offices or branches of the Central Record Keeping Agency, Authorised Collections Centres or Approved Intermediaries

authorised in this behalf by the Appointing Authority, shall be entitled to collect the amount of Court Fee from the Court Fee payer, in different Courts or places as specified by the Appointing Authority from time to time and issue the e-Court Fee Certificate accordingly.

15. **Infrastructure** - The Approved Intermediaries or Authorised Collection Centres shall be equipped with the required computer systems, printers, internet connectivity and other related infrastructure which are necessary to implement the E-Court Fee system as specified by the Central Record Keeping Agency from time to time in consultation with the Appointing Authority.
16. **Cost of Infrastructure** - The cost of providing equipment and infrastructure referred to in Rule 15 shall be borne by the concerned Authorised Collection Centres or Approved Intermediaries or Central Record Keeping Agency as the case may be.
17. **Government to provide necessary hardware and infrastructure in the offices of the Department** - The Government shall provide necessary Hardware and infrastructure at the offices of the Superintendent of Stamps, different Courts, or such other offices, authorised in this behalf, which would include Personal Computer, printer, bar/ QR code scanner, internet connection, as required for implementing the E-Court Fees Administration System.
18. **Termination of agency of Authorised Collection Centre or Approved Intermediary** - The Appointing Authority may at any time, for reasons to be recorded in writing, direct the Central Record Keeping Agency to terminate the agency of any Authorised Collection Centre or Approved Intermediary and upon such direction, the Central Record Keeping Agency shall terminate the agency of such Authorised Collection Centre or Approved Intermediary.

CHAPTER - V

Remittance of the Court Fee to Government account

19. **Central Record Keeping Agency to Remit the Court Fee (less, the prescribed discount or commission and applicable taxes) to Government account on next working day** - (1) The Central Record Keeping Agency shall be responsible to remit the consolidated amount of E-Court Fee collected by its offices, branches or by its Authorised Collection Centres or Approved Intermediaries to "0030 - Stamps and Registration fees - 01 - Stamps Judicial - 102 - Sales of Stamps (01) Judicial Stamps" head of account or any other notified head of account of the State, in the manner prescribed hereunder:
 - (i) In case of E-Court Fee, collected by way of **E-Court Fee Certificate**, the Central Record Keeping Agency shall remit the consolidated amount of Court Fee (less, the prescribed commission and the applicable taxes) to the prescribed head of account of the state, not later

than the closing of the next working day, after the day of such collection of the amount of E-Court Fee.

Provided that if the Central Record Keeping Agency was prevented by Banking Network outages, disruptions or force majeure from doing so, the said time limit for remitting the amount of E-Court Fee shall be extended by a further period of 2(two) more days on sufficient reason (s) shown to the satisfaction of the Appointing Authority.

- (2) The method of remittance of the amount of E-Court Fee by the Central Record Keeping Agency to the prescribed head of account of the State will be through electronic clearing system, challan or through the Government Receipt Accounting System or as may be directed in writing by the Appointing Authority from time to time.
- (3) The remittances referred to in this rule shall be made to the Government authorized Treasury or Bank and the Central Record Keeping Agency shall maintain the daily account of such remittances in the Register as prescribed in **Form-3**.

CHAPTER- VI

Procedure for Issue of E-Court Fee Certificate

20. **Application for E-Court Fee Certificate** - Any person desiring to pay Court Fee may approach any of the Authorised Collection Centres or Approved Intermediaries and furnish the requisite details in **FORM-4 or FORM -7 as applicable** along with the payment of E-Court Fee amount, for getting the E-Court Fee Certificate;

Provided that any person may directly login to the designated portal of the CRA and directly pay the amount of E-Court Fee upto. `100/- (Rupees one hundred) only after first registering in the system, and the CRA shall **after prompting the purchaser to verify the correctness of the entries in FORM-4 or FORM -7 as applicable**, provide a downloading facility for the E-Court Fee Certificate for a denomination not exceeding `100/- (Rupees one hundred) only.

21. **Mode of payment of Court Fee**– (1) The payment for purchase of E-Court Fee Certificate may be made by means of cash, pay order, Bank draft, Electronic Clearing System, Real Time Gross Settlement or by any other mode of transferring funds as authorized by the Appointing Authority.
- (2) The Authorized Collection Centre or Approved Intermediary or the Authorised Officer of the Central Record Keeping Agency (in case of direct purchase through the portal of the Central Record Keeping Agency) shall issue E-Court Fee certificate for the amount received through any of the modes of payments mentioned in sub-rule (1).

22. Issue of E-Court Fee Certificate - (1) The Authorised official of the Central Record Keeping Agency, Authorized Collection Centre or Approved Intermediary shall, on the payment made under Rule 21, perform the following tasks,-

- (i) the requisite information and details of the applicant as per **FORM-4 or FORM-7 as applicable** is to be entered in the computer system by ACC/AI/Self;
- (ii) the correctness of such entered details is verified by the applicant. The CRA shall allow correction of the entries till such time the E-Court Fee Certificate is not issued.
- (iii) his signature obtained on the application as proof of verification for value of E-Court Fee Certificate of `500/- (Rupees five hundred) only or more.
- (iv) download the E-Court Fee Certificate (vide **Annexure-A1**), take out its print, sign with date and affix his official seal on the print- out; and
- (v) issue the E-Court Fee Certificate to the applicant.

Note: In case of purchase of E-court Fees by the applicant directly from the designated portal of CRA, the proviso given in Rule 20 shall apply.

- (vi) To maintain the daily account of E-Court Fee Certificates issued in **FORM-5**.

(2) The ink to be used in the E-Court Fee Certificate printer must be non-washable permanent black.

23. Signature and seal on E-Court Fee Certificate, Size of paper and only Regular employee to be designated as issuing officer - (1) The signature and seal showing name and designation of the issuing Officer and name and address of the branch of Approved Intermediary shall be made in black ink or the information shall be contained in a Bar Code or QR code.

(2) The online E-Court Fee Certificate shall be printed on 80 GSM quality plain white paper and also for offline E-Court Fee Certificate upto one hundred rupees denomination as per size mentioned herein and on 80 GSM quality coloured paper for denomination exceeding one hundred rupees, of the size 210 Mms X 297 Mms with a margin of 3.5 Cms on the left and 1.5 Cms, on the right side of the page or such other paper size and appropriate margins as may be determined by Appointing Authority.

(3) The Approved Intermediary or Authorised Collection Centre, shall ensure that the person who has been authorised to issue E-Court Fee Certificate is an authorised employee/ personnel of the Authorised Collection Centre or Approved Intermediary having suitable credentials.

24. Details of E-Court Fee Certificate to be on website - The details of the issued E-Court Fee Certificate shall be made available on the E-Court Fee Server maintained by the Central Record Keeping Agency and shall be accessible to any person authorised by the Appointing Authority in this behalf, including the Registrar General of the High Court of Meghalaya or any Designated

Official of the High Court or Subordinate Court holding a valid code or password which shall be provided by the Central Record Keeping Agency.

25. **Registering officer to verify the details of E-Court Fee certificate** –(1) The Registrar General of the High Court or any Designated Official of the High Court or Subordinate Courts shall verify the details of the E-Court Fee Certificate used in an instrument by entering its distinguishing Unique Identification Number, Bar Code or Quick Recognition Code in the computer system after accessing the relevant website of the Central Record Keeping Agency using the code or password provided by the Central Record Keeping Agency and verify the details of the certificate with the details displayed on the system.

(2) The Registrar General of the High Court or any Designated Official of the High Court or Subordinate Court shall on receipt of the user Id and password from the Central Record Keeping Agency immediately change the same and it shall be the responsibility of such official to maintain the confidentiality of the user Id and password and any loss to the Government due to misuse of the same shall be the sole responsibility of the concerned official.

26. **The Registrar General of the High Court or any Designated Official of the High Court or Subordinate Court (or Authorised Collection Centre or Approved Intermediary (in case of E-Court Fee Certificate for tender documents and other applications to Government offices) to disable the distinguishing serial number of the E-Court Fee Certificate** – (1) After verifying the details, the Registrar General of the High Court or any Designated Official of the High Court or Subordinate Court shall affix his seal and signature on the hard copy of the E-Court Fee Certificate and deface or lock the distinguishing unique identification number of the E-Court Fee Certificate in the system to prevent repeat use of such E-Court Fee certificate;

Provided that for E-Court Fee Certificate intended to be used for the purpose of affixing on Tender documents and other applications to be submitted to Government Offices where payment of Court Fee is mandated, **the Central Record Keeping Agency shall provide a mechanism to auto-lock the E-Court Fee Certificate and the Central Record Keeping Agency/ Authorised Collection Centre or Approved Intermediary.**

(2) The Registrar General of the High Court or any Designated Official of the High Court or Subordinate Court, as the case may be, shall affix his seal and signature on the E-Court Fee Certificate.

CHAPTER - VII

Cancellation and refund of E-Court Fee

27. **Procedure for refund of spoiled, unused or not required for use E-Court Fee Certificate –**
- (1) The Superintendent of Stamps may, on an application in the prescribed format (**Form-6**) accompanied with the original ‘spoiled, unused or not required for use E-Court Fee certificate’, if satisfied, as to the facts and circumstances of the case, make an allowance of such E-Court Fee Certificate;
- Provided further that there shall be no refund for E-Court Fee Certificate issued under the first proviso to sub-rule (1) of Rule 26.
- (2) The Superintendent of Stamps may, on an application in the prescribed format (**Form-6**) in accordance with the provisions of Sections 10,13,14,15, of the Act, make refund of the excess Court Fee paid.
28. **Cancellation of E-Court Fee Certificate and refund -** (1) The Superintendent of Stamps after such verification shall cancel the verified E-Court Fee Certificate in the system, endorse the fact of cancellation on the E-Court Fee Certificate with his signature and seal and refund the amount as required in the said Act and disable or lock such E-Court Fee certificate in the system.
- (2) The Superintendent of Stamps shall maintain a record of such cancelled E-Court Fee Certificates in his office and send the details of the same to the Government, in the first week of every month.
- (3) The refund, if any, under sub-rule (1) shall be made by the Superintendent of Stamps only by means of Treasury cheque drawn in favour of the person in whose name the E-Court Fee Certificate was issued.

Chapter VIII

Inspections, audit and appraisal of the performance of the system

- 29 **Authorised Officer for Inspection -** (1) The Appointing Authority or any authorised officer of the Department and any private or public sector technical cum audit expert or agency duly authorised by the Government, in this behalf may inspect all or any of the branches or offices of the Central Record Keeping Agency, Authorised Collection Centre or Approved Intermediaries located within its jurisdiction as prescribed in the "Schedule of Inspections" vide **Annexure-1**.
- (2) The Government of Meghalaya may, however, at any time on receipt of a complaint or suo motu, direct any official of the Department to inspect any branch or office of the Central Record Keeping Agency, Authorised Collection Centres or Approved Intermediaries and to submit report, besides the regular inspections mentioned in sub-rule (1).
- (3) The Accountant General Meghalaya may also conduct annual audit of the receipts and remittances made by the Central Record Keeping Agency.

- 30 **Schedule for Inspections and audit** - All or any of the branches or offices of the Central Record Keeping Agency, Authorised Collection Centre or Approved Intermediaries in the state may be inspected and audited, as far as possible, according to the schedule **for** inspections and audit contained in **Annexure 1**.
- 31 **The Central Record Keeping Agency, Authorised Collection Centre or Approved Intermediary bound to provide information** - During such inspection, the inspecting officer or the expert or agency may require the Officer in-charge of such branch or office to provide any information in soft and or hard copy of any electronic or digital records with regard to the collection and remittance of E-Court Fee relating to any period and the concerned Central Record Keeping Agency, Authorised Collection Centre or Approved Intermediary shall be bound to provide such information.
- 32 **Inspection report** - The Inspecting Officer shall within one week and the technical cum audit expert or agency shall within two weeks from the date of inspection, submit the inspection report **containing the omissions, violations or irregularities if any, and give suggestions and recommendations** to the Appointing Authority.
- 33 **Appointing Authority to take appropriate action** - The Appointing Authority on receipt of such inspection report may take appropriate action including imposition of penalty in accordance with Chapter IX of these Rules and/or forward its recommendation to the Government for termination of appointment of Central Record Keeping Agency, the Authorised Collection Centre or Approved Intermediary, if so warranted by the circumstance, after giving an opportunity of being heard.

CHAPTER - IX

Penalty for omissions and violations

- 34 **Interest and Penalty for delay in remittance to government account** - In case the Central Record Keeping Agency fails to remit the amount of Court Fee collected within the period as stipulated in Rule 19, the Central Record Keeping Agency shall be liable, as specified in the terms of the agreement (in **Form-1**) entered into between the Superintendent of Stamps and the Central Record Keeping Agency, to pay, along with the collected amount of Court Fee, an interest amount calculated @ 18% per annum on the amount of Court Fee so collected, for the period of delay in day(s). Any part of a day will be treated as one day for the purpose of such calculation;
- Provided that the Appointing Authority may, after giving the opportunity of being heard, impose on the Central Record Keeping Agency a penalty equivalent to twice the amount of delayed remittance in addition to the interest payable.**

- 35 Resolution of disputes and place for resolving disputes** -In case of any dispute on any issue between the Appointing Authority and the Central Record Keeping Agency, **the matter shall be referred to a mutually agreed Arbitrator under the provisions of the Indian Arbitration and Conciliation Act, 1996 and the place of arbitration shall be at Shillong, Meghalaya.**

CHAPTER - X

Public Grievance Redressal System

- 36 Grievance Redressal Officers** – (1) The Appointing Authority may designate any Group-“A” officer subordinate to him in the Stamps Department, to be the ‘Grievance Redressal Officer’ to enquire into the complaints received against the misconduct or irregularities of the Central Record Keeping Agency or its Authorised Collection Centres or Approved Intermediaries or any other official related with the implementation of the E-Court Fee Administration System.
- (2) The Grievance Redressal officers will be allocated district(s) or place(s) wise for entertaining the complaints.
- 37 Complaint to Grievance Redressal officer** - Any person paying Court Fees through the E-Court Fee Administration System who has any grievances against the services of the Central Record Keeping Agency or any of its Authorised Collection Centre or Approved Intermediaries or any other official related with the implementation of these Rules, may make a complaint to the concerned Grievance Redressal officer.
- 38 Opportunity of being heard** - The Grievance Redressal officer will conduct a fair enquiry with regard to such complaints, by giving the opportunity of being heard to the parties concerned and redress the grievance suitably and submit the enquiry report to the Appointing Authority.
- 39 Appointing Authority to take appropriate action on enquiry reports** - On the basis of the enquiry report, the Appointing Authority shall take appropriate action under these Rules against the Central Record Keeping Agency or Authorized Collection Centre or Approved Intermediary or may make suitable recommendation to the employer of the concerned official for taking appropriate actions.

Chapter XI

Management Information System (MIS) or Decision Support System (DSS)

- 40 Central Record Keeping Agency to furnish reports to the Department** - The Central Record Keeping Agency shall be responsible to furnish the following information reports to the Superintendent of Stamps and the Registrar General of the High Court or any such officer as they may nominate in this behalf:-

- (i) **Audit reports:** Tracking of all system-based actions performed by users of branches or offices of the Central Record Keeping Agency, Authorised Collection Centres or Approved Intermediaries, pertaining to any specified day or period.
 - (ii) **Payment reports:** Total collection report of all branches or offices of the Central Record Keeping Agency, Authorised Collection Centres or Approved Intermediaries pertaining to any specified day or period.
 - (iii) **E-Court Fee Certificate reports:** For all the branches or offices of the Central Record Keeping Agency, Authorised Collection Centres or Approved Intermediaries pertaining to any specified day or period.
 - (iv) **Disabled (locked) E-Court Fee Certificate reports:** Relating to all the Offices of the Registrar General of the High Court or any Designated Official of the High Court or Subordinate Court, Authorised Collection Centre, Approved Intermediary or such places or districts of the state where this system is in force pertaining to any specified day or period.
 - (v) **Remittance reports:** The state-wide daily, weekly, fortnightly and monthly or desired periodic details of the remittances made by the Central Record Keeping Agency into the Government account.
 - (vi) Report of cancelled E-Court Fee Certificates of any/all the districts for a period as specified by the Appointing Authority.
 - (vii) Any other report or information as may be required by the Appointing Authority and Registrar General of High Court from time to time.
- 41 **Treasury to verify daily remittances-** The Treasury Officer shall verify from the account scroll received from the branch of the bank carrying on the work of Government Business Branch, the details of the daily remittances of Court Fees made by the Central Record Keeping Agency into the Government Account referred to in Rule 19.
- 42 **Delegation of Powers- Appointing Authority may delegate all or any of its powers-** The Appointing Authority by making an order in writing may delegate any of its powers and/ or functions to the Group 'A' officer (s) of the Government with the prior approval of the Government.
- 43 **Power to amend the rules-** The Government may amend these rules by following the due process and by notification in the Official Gazette
- 44 **Saving-** In case of any conflict between these rules and the Meghalaya Court Fees E-payment Rules, 2020, these rules shall prevail.
- 45 **Implementation-** The facility of payment of E-Court Fee through the E-Court Fee Administration System shall come into effect in the High Court and the subordinate Courts from such dates as mutually agreed between the Appointing Authority, Central Record Keeping

Agency and the High Court and upon such date being notified by the Registrar General of the High Court;

Provided that the Government may separately notify the date of implementation of the E-Court Fee Administration System for the purpose of affixing with documents not required for registration and not related to the High Court and the Subordinate Courts.

Appendix

Forms under these Rules-

1. Form-1 Agreement with Central Record Keeping Agency –[see Rule 6(1),(3), 8(5) & 34].
2. Form-2-Indemnity Bond by Central Record Keeping Agency [see Rule 6(4), 8(5)].
3. Form 3 Register regarding daily Court Fee collected and remitted to Government: to be maintained by the Central Record Keeping Agency[see Rule 19(3)]
4. Form 4 Application for E- Court Fee (see Rule 20 & 22)
5. Form 5 Daily account of E-Court Fee certificates [See clause (vi) of Rule 22]
6. Form-6- Application for Cancellation and Refund of E-Court Fee Certificate.[See Rule 27].
7. Form-7- Application for E-Court Fee Certificate for purposes other than Articles listed in schedule I&II of the Court Fees Act, 1870. [see Rule 20&22]

Annexures -

Annexure -1-Schedule of audit and inspections-(see rule 29 & 30).

Annexure A Service Level Agreement [see Rule 6(2)]

Annexure A1” E-Court Fee certificate" [see Rule 22(1) (iv)].

By order and in the name of the Governor of Meghalaya.

Commissioner & Secretary to Government of Meghalaya,
Excise, Registration, Taxation and Stamp Department.

Annexure 1
(See rule 29& 30)

**SCHEDULE OF INSPECTIONS AND AUDIT
OF THE CENTRAL RECORD KEEPING AGENCY,
AUTHORISED COLLECTIONCENTRES
AND APPROVED INTERMEDIARIES**

Sl. No.	Name of the Authority or Agency	Jurisdiction	Frequency of inspection	Points of inspection	Whom to submit the report
1.	Excise, Registration, Taxation & Stamps Department	For a part or whole of the State	Once in two years	Shall Verify the collections made by the Central Record Keeping Agency or Authorised Collection Centres and the E-Court Fee Certificate issued	Government
2.	Any technical cum audit agency appointed or designated by the Department or Registrar General of High Court	For a part or whole of the State	Bi-annually	Shall Verify the collections of Court Fee (from E-Court Fee Certificates) of the Authorised Collection Centres/Approved Intermediaries with the remittance figures of the Central Record Keeping Agency	Superintendent of Stamps
3.	Comptroller and Auditor General, Meghalaya	Whole of the State	Annually	Shall verify: i. The overall collections made by the Central Record Keeping Agency or The Authorised Collection Centres/Approved Intermediaries and verify the same with the remittances made by Central Record Keeping	Superintendent of Stamps

				Agency to the Government Account: ii. The Technical Working and fairness of accounting of the E-Court Fee system.	
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Form-1

[See sub-rule (1) & (3) of Rule 6 and sub-rule (5) of Rule 8 and Rule 34]

AGREEMENT

THIS AGREEMENT is entered on this day of 20.....

BETWEEN

The Superintendent of Stamps, Government of Meghalaya having his office at Shillong (herein after referred to as the “SS”, which expression shall include his successors in office), of the One Part.

AND

(. **.name of the Central Record Keeping Agency.....**) (herein after called "**CRA**", having their Registered office at..... and branch office at..... through Shri..... which expression shall include its successors and assigns, representatives) of the Other Part.

"The Appointing Authority and "**CRA**" are together referred to as "the Parties" and either of them as "the Party".

WHEREAS, the Government of India, had vide letter F No. 16/1/2004-Cy.I. dated 28.12.2005, from Ministry of Finance, Department of Economic Affairs (C&C) Division, recommended Stock Holding Corporation of India Limited (Stock Holding) to act as Central Record Keeping Agency (CRA) for the Computerized Court Fee administration system (C_SDAS): and to devise a mechanism of electronic method of collection of Court Fee, and in accordance with provisions of clause (a) of Rule 4 of the Meghalaya E-Court Fee Rules, 2021.

AND WHEREAS the Government of India Ministry of Finance, Department of Economic affairs in the said letter has also authorized **the CRA** to undertake various services in States against a payment not exceeding 0.65% as commission or discount of the value of Court Fee collected through E-Court Fee mechanism:

AND WHEREAS pursuant to the said notification, (.....**name of the Company**) has approached the Government for implementing the E-Court Fee Administration System in the State.

AND WHEREAS the State has approved and authorised (.....**name of the CRA Company**) to be their CRA vide Government Order datedfor the proposed E-CFAS in the State on the terms and conditions specified in this Agreement.

AND WHEREAS (.....**name of the CRA Company or**) will develop a system for the payment of Court Fee by the client or ultimate user, with prior approval of the Appointing Authority, through, hereinafter called Authorised Collection Centres (ACCs) or Approved Intermediaries (AIs);

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Appointment of (..... name of the Company.....) as CRA :-

1.1 The Appointing Authority hereby appoints (.....name of the Company..... as its exclusive authorized CRA to undertake the following activities:

- (i) Creating need based infrastructure, hardware and software and connectivity for facilitating its operation on the E-Court Fee project, in the entire State.
- (ii) To facilitate selection of Authorised Collection Centres and Approved Intermediaries for the E-Court Fee System and collection of Court Fee.
- (iii) To act as a Co-ordinator between the office of the Superintendent of Stamps, the Registrar **General** of the High Court or any Designated Official of the High Court or Subordinate Court, Authorised Collection Centres and Approved Intermediaries.
- (iv) Collection of Court Fee and generation of E-Court Fee Certificates through the computer systems.
- (v) Effecting remittances of the collected amount of Court Fee to the State and reconciliation of accounts.

1.2 The Parties may by mutual consent modify or withdraw any of the scope of appointment or effect any changes therein depending upon the public policy of the State and exigencies of business.

2. TERRITORY

The territory covered under this Agreement will be the entire State of Meghalaya.

3. Appointment of Authorised Collection Centres (referred to as “ACCs”) and Approved Intermediaries (AIs): (..... **Name of the Company appointed as CRA**.....) shall appoint Authorised Collection Centres and Approved Intermediaries on such terms as decided by (.....

name of the Company appointed as CRA.....) with prior approval of the Appointing Authority.

3.1 The ACCs could preferably be a scheduled bank, financial institution, post office, Insurance Regulatory Development Authority (IRDA), recognised insurance company , **Stamp vendor** or any institution as approved by the Appointing Authority.

3.2 All the offices of (**.....name of the Company appointed as CRA.....**) in the State on need basis will also do the collection of Court Fee under intimation to the Appointing Authority.

3.3 All such Authorised Collection Centres and Approved Intermediaries shall be equipped with the required computerization, laser printers, internet connectivity and other regular Infrastructure to implement the E-Court Fee system. The cost of providing such equipment will be borne by the concerned Authorised Collection Centres or Approved Intermediaries.

3.4 All such Authorised Collection Centres and Approved Intermediaries will access the main server through internet by using an Identification number and a confidential password. This Unique Identification Number and Password will be allotted by (**.....name of the Company appointed as CRA.....**) This password shall be kept confidential and the concerned Authorised Collection Centres or Approved Intermediaries will be required to change the same immediately after its allotment to maintain the confidentiality.

3.5 The Authorised Collection Centres and Approved Intermediaries will enter the requisite information and details in the system and download the E-Court Fee Certificate with the Distinguishing serial number which will be attached to the document. The details of the E-Court Fee Certificate will be available on the E-Court Fee Server (e-CFS).

3.6 In providing the services under this Agreement, the Appointing Authority in consultation with (**.....name of the Company appointed as CRA.....**) may make rules or issue guidelines regarding the appointment of the Authorised Collection Centres or Approved Intermediaries and other terms and conditions

4. FEES OR COMMISSION

4.1 For the above services to be provided by (**.....name of the Company appointed as CRA.....**) the (**.....name of the Company appointed as CRA.....**) shall be entitled from the State a commission/discount not exceeding 0.65 % and applicable taxes, of the Court Fee collected through E-Court Fee mechanism. (**.....name of the Company appointed as CRA.....**) will deduct this commission and applicable taxes towards their fees from the Court Fee collection prior to remitting the balance amount

into the State Government Account. The Commission so deducted shall be exclusive of the Compulsory taxes or duties payable by the CRA to the Central or State Government.

5. MODE OF REMITTANCE TO STATE GOVERNMENT

- 5.1 The proposed E-Court Fee system will allow both collection and transfer of Court Fee paid to the State Government.
- 5.2 The aforesaid remittances shall be effected only to the designated account “0030 - Stamps and Registration fees - 01 - Stamps Judicial - 102 - Sales of Stamps (01) Judicial Stamps” of the Government through Real Time Gross Settlement (RTGS), Electronic Clearing System (ECS), Treasury Challan, bank transfer, Government Receipt and Accounting System (GRAS) or such other method as may be decided by the Parties from time to time.
- 5.3 (.....**name of the Company appointed as CRA.....**) shall be responsible for payment to the Government, the amounts which are collected towards the download of E-Court Fee Certificate through the Authorised Collection Centres or Approved Intermediaries. Such payment shall be made to the designated account “0030 - Stamps and Registration fees - 01 - Stamps Judicial - 102 - Sales of Stamps (01) Judicial Stamps” of the Government in accordance with Rule 19 of Meghalaya E-Court Fees Rules, 2021.
- 5.4 The CRA undertakes that in case it fails to remit the amount of Court Fee collected within the period as stipulated in the above said rules, the CRA shall be liable to pay, along with the collected amount of Court Fee, an interest amount at 18% per annum on the amount of Court Fee so collected for the period of delay in day(s). Any part of a day will be treated as one day for the purpose of such calculation as per **Rule 34** of the said rules.

6. PROPOSED SYSTEM

- 6.1 The detailed structure of the proposed system including flow diagrams, salient features, schematic view of connectivity envisaged, systems and procedures to be followed by end users and format of proof of payment or E-Court Fee Certificate to be issued to client or ultimate users is given in the "Service Level Agreement" (SLA) which is attached as Annexure ‘A’ to this Agreement.

The Appointing Authority will make available necessary Hardware and infrastructure at the office of the Superintendent of Stamps, offices of the Registrar **General** of the High Court or any Designated Official of the High Court or Subordinate Court (or such other designated offices) which would include a printer, PC, bar/QR code scanner, Internet connection, in consultation with the CRA (.....**name of the Company appointed as CRA.....**)

6.2 The CRA shall design and develop such software so that the following minimum details are shown on the E-Court Fee Certificate –

- a. Distinguished serial number or UIN (unique identification number) of the E-Court Fee Certificate so that it is not repeated on any other E-Court Fee certificate during the lifetime of the E-Court Fee system.
- b. Date and time of issue of the E-Court Fee Certificate.
- c. Amount of Court Fee paid through the E-Court Fee Certificate, in words and figures.
- d. Name and address of the **litigant for amount greater than Rs.500/- (Rupees Five hundred) only for E-Court Fee Certificate issued by ACC offline and name and address of the litigant (or purchaser/ Authorised person for purchases made through FORM-7) for all denominations of E-Court Fee Certificate issued online.**
- e. Code and location of the 'E-Court Fee Certificate issuing branch' of the Central Record Keeping Agency or Authorized Collection Centre or Approved Intermediary.
- f. Any other distinguishing mark of the E-Court Fee Certificate e.g. bar code/QR code or security code.
- g. Space for signature and seal of the 'E-Court Fee Certificate issuing officer or authorized Signatory' of the Central Record Keeping Agency or Authorized Collection Centre or Approved Intermediary or Bar code or QR code containing such details.
- h. Availability of facility to the Superintendent of Stamps, Registrar General of High Court or Designated Official of High Court or Subordinate Court, ACC or AI to disable or lock the E-Court Fee Certificate, to prevent the repeated use of any E-Court Fee Certificate.
- i. Facility to cancel the 'spoiled or unused or not required for use' E-Court Fee Certificate.
- j. Providing for passwords and codes to the designated or authorised officials of the Department, **the Registrar General of the High Court or any or all such officers as he may nominate, to search and view any E-Court Fee Certificate and to access Management Information System (MIS) and Decision Support System (DSS) reports.**
- k. Availability of details of the issued E-Court Fee Certificate on the E-Court Fee Server maintained by the Central Record Keeping Agency.
- l. Availability of different transaction details and reports relating to E-Court Fee which will be accessible to the officers designated or authorized by the Appointing Authority.

7. ACCESS AND DISABLING (LOCKING) OF E-COURT FEE CERTIFICATE

7.1 The Office of Superintendent of Stamps, offices of the Registrar **General** of the High Court or any Designated Official of the High Court or Subordinate Court and such other official as the

Appointing Authority may authorise in this behalf, will have access to the **Central Server** through internet.

7.2 The authorized officers (as mentioned in 7.1 above) of the State will have access to the Electronic Court Fee Administration System (E-CFAS) through internet using user id & password issued by **(.....name of the Company appointed as CRA.....)**. After login, such authorized officers will be able to view the E-Court Fee Certificates by accessing the E-CFAS.

7.3 The offices of the Registrar **General** of High Court or Designated Official of High Court or Subordinate Court or such other officers authorised in this behalf, shall ensure that the prescribed amount of Court Fee on the documents has been paid for the transaction. After verification, the authorised officer by logging into the E-CFAS through user id & password shall disable (lock) the E-Court Fee Certificate on the documents presented for registration;

Provided that for E-Court Fee Certificate not intended to be submitted in any High Court or Subordinate Court, the concerned official of the CRA shall ensure that such E-Court Fee Certificate has been auto-locked.

7.4 The Central Record Keeping Agency shall develop an auto- locking mechanism for E-Court Fee Certificates issued through application in FORM-7.

8. HARDWARE REQUIREMENTS -

8.1 The use of E-CFAS will warrant the use of the required configuration of computer system with requisite operating system and laser printers specified by **(.....name of the Company appointed as CRA.....)** with proper internet connectivity by the user. The configuration of the computer systems, internet connectivity, laser printers, bar/QR code readers or any other Hardware infrastructure should meet the specifications of **(.....name of the Company appointed as CRA.....)** and which may be subject to change with prior intimation to the Appointing Authority.

9. GENERAL OBLIGATIONS

9.1 All payments for Court Fees made and received from all clients, Authorised Collection Centres or Approved Intermediaries shall be recorded on a day -to- day basis by **(.....name of the Company appointed as CRA.....)** and in turn reported to the State in such form as maybe determined in mutual consultation between the Superintendent of Stamps & **(.....name of the Company appointed as CRA.....)**

(i) **Audit reports:** tracking of all system based actions performed by users of branches or offices of the CRA and the ACCs or AIs pertaining to any specified day or period.

- (ii) **Payment reports:** Total collection of Court Fee report of every branch or office of the CRA and the ACC or AI pertaining to any specified day or period.
- (iii) **Disabled E-Court Fee Certificate report:** relating to all or any of the Registrar **General** of High Court or Designated Official of High Court or Subordinate Court of such districts, Authorised Collection Centres or Approved Intermediaries where this system is in force, pertaining to any specified day or period.
- (iv) **Remittance reports:** Daily, weekly, fortnightly and monthly or desired period details of the remittances made by the CRA into the Government account.

9.2.1 The Superintendent of Stamps shall set up and provide information on its website that will enable the Authorised Collection Centres or Approved Intermediaries or the client who is liable to pay Court Fee to ascertain the exact amount of Court Fee that is payable on a particular document. Further, the Registrar **General** of High Court or Designated Official of High Court or Subordinate Court as applicable and the purchaser **in case of E-Court Fee Certificate required for submission with Tender documents etc**, shall ensure that the requisite amount of Court Fee is paid for the documents on the basis of their details. Such information will be updated by the Government or the Superintendent of Stamps based on the Schedules appended to the Court Fees (as applicable to Meghalaya) Act, 1870, current rules and regulations and amendments carried out to them from time to time and a link will be provided from the website of Superintendent of Stamps to E-CFAS. Such information provided on E-CFAS will be for the guidance of clients or users and **(.....name of the Company appointed as CRA.....)** will not be responsible for correctness of the information.

9.3 The Superintendent of Stamps shall be able to access the data through internet by using user Id and password.

9.4 **(.....name of the Company appointed as CRA.....)** shall enable the Superintendent of Stamps to extract the MIS and DSS reports as provided in para 9.1 above from the data captured on the E-CFAS via internet.

The requirement of the MIS may be further crystallized as mutually agreed. The Superintendent of Stamps will provide any changes to the master lists to **(.....name of the Company appointed as CRA.....)** for updating the information in E-Court Fee Administration system from time to time.

9.5 It will be the responsibility of the offices of the Registrar **General** of High Court or Designated Official of High Court or Subordinate Court and such other officers as the Superintendent of Stamps may decide, to verify the authenticity of the E-Court Fee Certificate and adequacy of the Court Fee paid.

10. TRAINING OF THE PERSONNEL

- 10.1 (.....name of the Company appointed as CRA.....) shall provide suitable and adequate training, to such of the Government personnel as the Superintendent of Stamps and or the Registrar **General** of the High Court or the designated Official of subordinate Court may nominate, on a train-the-trainer mode, on the operation and the use of the system.
- 10.2 The Training provided at the premises of the State by **CRA** shall be free of cost for the candidates nominated by the Superintendent of Stamps and the Registrar **General** of the High Court or the designated Official of subordinate Court **for a frequency not exceeding 3 (three) times annually and for up to 10 (ten) numbers** of officials or such other mutually agreed greater number of officials.
- 10.3 (.....name of the Company appointed as CRA.....) may assume that the trainees have the required skills, knowledge and pre-requisites to follow the training on the Application.
- 10.4 The training for the system shall be conducted at the place to be decided by the Superintendent of Stamps or the Registrar **General** of the High Court. **CRA** shall provide one trainer to conduct the training over a maximum period of 1 (one) week. For the avoidance of doubt, the Superintendent of Stamps or the Registrar **General** of the High Court will be responsible for arranging all the necessary facilities and premises required for conducting the training.
- 10.5 At periodic intervals to be mutually decided by (.....name of the Company appointed as CRA.....) and the Superintendent of Stamps, (.....name of the Company appointed as CRA.....) shall provide additional training free of cost on any up-gradation, modification to the system. (.....name of the Company appointed as CRA.....) and may also provide refresher courses to the various participants if required by the Superintendent of Stamps.
- 10.6 Any training to the Authorised Collection centre or Approved Intermediary shall be charged separately to the Authorised Collection centre or Approved Intermediary by (.....name of the Company appointed as CRA.....).

11 TERM

- 11.1 This Agreement shall be initially for a period of 5 years from the effective date referred below and thereafter it may be renewed in mutual consultation between the parties. The Appointing Authority will be at liberty to take over the operation of the E-Court Fee Administration system after the initial period of 5 years, if they so choose, and or may retain the services of (.....name of the Company appointed as CRA.....) for a further period based on mutual agreement.

11.2 On termination of Operation of E-Court Fee Administration System by the Appointing Authority, **(.....name of the Company appointed as CRA.....)** will be required to transfer the data generated during the period of appointment to the Government. After the termination of the appointment of the CRA, the latter shall not in any way use or cause to be used the data generated during the period of appointment for its business or any purpose whatsoever.

11.3 **(.....name of the Company appointed as CRA.....)** will not provide, transfer or share any Hardware, Software or any other technical details with respect to the E-Court Fee Administration System undertaken by it in the State to any individual or entity, except the duly appointed ACC or AI, without written permission or authority of the Superintendent of Stamps.

12. EFFECTIVE DATE

This agreement shall be effective from the date of its signing by the parties or such other date as fixed by the Superintendent of Stamps, hereinafter called the 'effective date'. The period of five years shall be calculated from the effective date.

13. EXCLUSIVITY

The appointment of **(.....name of the Company appointed as CRA.....)** as the CRA for the State shall be exclusive and Superintendent of Stamps will not appoint any other CRA for E-Court Fee during the period of validity of this agreement.

14. CHANGE OF CRA

After the expiry of the Initial or renewed term of appointment, the Appointing Authority shall be at liberty to avail the services or facilities of E-Court Fee for part or whole of the State from any agency of its choice and the **(.....name of the Company appointed as CRA.....)** shall have no objection to it.

15. THE GOVERNMENT'S RESONSIBILITY

The Superintendent of Stamps shall be responsible for providing all information, decision making and approvals under its control and resources required at the offices of Registrar **General** of High Court or Designated Official of High Court or Subordinate Court or at any other offices authorised in this behalf, which may be reasonably required from time to time for the performance of this agreement on a timely basis. The Superintendent of Stamps acknowledges that any delay to provide such information, decision-making and approvals may result in delay in implementing this agreement

16. ARBITRATION

16.1 All disputes and differences between the parties under this agreement shall as far as possible, be settled amicably and failing which all such disputes shall be referred to a mutually agreed Arbitrator under the provisions of the Indian Arbitration and Conciliation Act, 1996 and the place of arbitration shall be at Shillong, Meghalaya..

IN WITNESS WHEREOF the Parties have executed this Agreement on the day and year first herein above written.

SIGNED, SEALED AND DELIVERED

By the Superintendent of Stamps (.....)

----- :

In the presence of :

(i) Signature

Name :

Official designation :

Address :

(ii) Signature

Name :

Official designation :

Address :

SIGNED, SEALED AND DELIVERED

by the within named (.....**name of the Company appointed as CRA**.....) by

Shri

its authorised official

In the presence of

(i) Signature

Name :

Official designation :

Address :

(ii) Signature

Name :

Official designation :

Address :

Under Secretary to Government of Meghalaya
Excise, Registration, Taxation & Stamps Department

Annexure -A
[See sub-rule (2) of Rule 6]
SERVICE LEVEL AGREEMENT

THIS AGREEMENT IS made this..... day of..... at Shillong between the Superintendent of Stamps in Meghalaya, for and on behalf of the Government of Meghalaya (hereinafter referred to as the Appointing Authority) and the..... (herein please enter the name of the Central Record Keeping Agency referred to as the “CRA”) a Company incorporated under the Companies Act, 1956, with its registered office at

WHEREAS the State of Meghalaya is desirous of implementing the Electronic Court Fee Administration system referred to as the “E-CFAS” for the Stamps and Registration Department of the State of Meghalaya.

AND WHEREAS the E-CFAS in particular will allow issuance of E-Court Fee Certificates electronically.

AND WHEREAS the CRA agreed to develop and implement the E-CFA System for the State of Meghalaya and also to act as the Central Record Keeping Agency (CRA) for the E-CFA System.

AND WHEREAS the parties have signed an Agreement dated for the purpose of rendering the services of E-Court Fee and one of the conditions of the said agreement is that a Service Level Agreement will be executed between the parties.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES:

1. Duration of the Agreement

This agreement shall be co-terminus with the main agreement dated..... between the parties.

2. Services to be provided by CRA

The Appointing Authority hereby appoints herein please enter the name and address of the company selected as the CRA and CRA accepts the appointment subject to the terms of this Agreement and the agreement dated..... to provide the following services:

- a) Operation of the E-CFA System:
- b) Customization of the E-CFA system, and
- c) CRA Services.

3. Operational Modalities

The procedure to be followed by the CRA is contained in the Agreement in Form-1.

The format of the proof of payment shall be in the form of E-Court Fee Certificate which is given as Annexure A-1.

- (i) The Offices of the Superintendent of Stamps, Registrar **General** of High Court or Designated Official of High Court or Subordinate Court or such other offices as may be authorised by the Appointing Authority, will have access to the Central Server of Central Record Keeping Agency (CRA) through Internet. Such internet connectivity will be set up by the said Offices.
- (ii) The Authorised Collection Centre (ACC) or Approved Intermediary (AI) will access Central Record Keeping Agency (CRA) servers through Internet by using a identification number (UIN) and a confidential password. The requisite details of the information in the system will be entered and the E-Court Fee Certificate will be downloaded with a Unique Identification Number (UIN) on plain or coloured paper as prescribed.
- (iii) The Superintendent of Stamps, Registrar **General** of High Court or Designated Official of High Court or Subordinate Court or any officer authorised by the Appointing Authority will have access to CRA site through Internet using password and UIN which will be provided by CRA. Upon entering these details, the said authorised Officials will be able to view the details of the E-Court Fee Certificates.
- (iv) It will be the responsibility of the Registrar **General** of High Court or Designated Official of High Court, Subordinate Court or any official authorised in this behalf to ensure that the Court Fee has been appropriately paid on presentation of the document for registration. The Registrar **General** of High Court or Designated Official of High Court or Subordinate Court or any official authorised in this behalf will lock the E-Court Fee Certificate after verification. Such locking will ensure that the payment of Court Fee for the transaction is not abused.

Provided that for the E-Court Fee Certificate purchased through FORM-7, such certificate shall be auto-locked by the system.

- (v) All the Clients, ACC and AI desirous of remitting the Court Fee will access the main server through Internet. The Registrar **General** of High Court or Designated Official of High Court or Subordinate Court who is responsible for Registration of Articles listed in schedule I and II of the Court Fees Act and is responsible for the collection of the Court Fee will also link to the main server through Internet.
- (vi) **The Client may login to the portal of the Central Record Keeping Agency and after registering in the system, enter the requisite information or may approach any Authorised Collection Centre or Approved Intermediary, which in turn will enter the requisite information in the system.** The system will generate a UIN along with the transaction details, which will be printed as an E-Court Fee Certificate on paper as prescribed.
- (vii) The Authorised Collection Centre or Approved Intermediary will be registered with CRA and the procedure for such registration will vary depending upon the same being Financial Institutions, Insurance Companies, Banks, Post Office, Stamp Vendor etc., as approved by the Superintendent of Stamps.

4. Authorized Collection Centres (ACC) or Approved Intermediaries (AI)

- (i) The CRA office, Financial Institutions, Insurance Companies, Banks & Post Offices etc. as approved by the Superintendent of Stamps, shall be the Authorized Collection Centres or Approved Intermediaries.
- (ii) The aforementioned ACC or AI will by and large take care of E-Court Fee payment of people living in cities, towns and villages having Internet facility. However, people residing in areas not having Internet facility also require E-Court Fee Certificate for their transactions. A Computer-savvy Travelling vendor (TV) who will carry a lap top or palmtop to the village and download the E-Court Fee Certificate from the system, may be appointed as TV in a phased manner with the approval of the Superintendent of Stamps.

5. Registration of Authorised Collection Centre or Approved Intermediary and its operations

- a) The Insurance Companies, banks, financial Institutions, stamp vendors etc. as approved by the Superintendent of Stamps intending to become an ACC or AI will be required to submit a request in an **application form as stipulated by the CRA** along with the proof of identity and proof of address for 'Service Administrators' (person responsible for entering data on E-Court Fee server) along with stipulated application fee. The format of the application form as stipulated by the CRA, can be downloaded from the internet. The duly filled in application form and Agreement along with the fee for registration and deposit as determined by CRA along with advance amount (imprest amount) towards the download of stamps based on the business expected, should be

submitted to CRA. The ACC or AI will have an option of adding up further amounts towards imprest, depending upon the usage every day or alternatively give a power of attorney to CRA, to add up the further amount by giving necessary instructions to their Banker. At no point of time, the ACCs or AIs will be allowed to print E-Court Fee Certificates in excess of the amount available in their credit in the books of CRA. CRA will collect such amount including deposits from the ACC or AI for the use of its System.

- b) The Travelling vendor intending to be appointed should submit a request in an **application form as stipulated by the CRA**. The duly filled in application form along with the monies towards registration and Agreement and deposit as determined by CRA along with advance amount (imprest amount) towards the download of stamps as may be determined based on the business expected, should be submitted to CRA. The TV will have an option of adding up further amounts towards imprest depending upon the usage everyday or alternatively give a power of attorney to CRA to add-up further amount by giving necessary instructions to the banker. At no point of time, the TV will be allowed to print E-Court Fee Certificates in excess of the amount available in their credit in the books of CRA, CRA will collect such monies including deposits from the TV or other Marketing Agents for the use of its system.
- c) The ACC or AI must provide to CRA all information that may be desired by CRA from time to time including but not limited to information on every client being granted access to and use of the services; and
- d) **It will be the responsibility of the Superintendent of Stamps to inform the public by way of a notification from time to time the appointment or termination of the Authorized Collection Centres or Approved Intermediaries.**
- e) Upon completion of the above, CRA will issue password and user identification numbers for use of its services. The proper use of the password will be the sole responsibility of the user and any loss caused to the Government will be at the cost of CRA where the loss, wherever applicable, is caused by the CRA.
- f) CRA reserves the right in consultation with Superintendent of Stamps to accept or reject any application from an ACC or AI at its sole discretion.
- g) All ACCs or AIs will be periodically audited jointly by the Government and CRA.
- h) In the case of the termination of the appointment of ACCs or AIs, either party may give a notice of one month of its intention to terminate the arrangement.

6. Link to E-Court Fee Server (E-CFS)

- a) All ACCs or AIs will access the E-CFS through Internet only. The access will differ depending upon the group to which the ACC or AI belongs. The Insurance companies, banks and financial

institutions will access the site through password and user identification number issued by CRA. CRA will issue as many passwords and user Identification numbers as requested by the ACC or AI. These ACCs or AIs should access E-CFS site using the password and user identification number provided by CRA. Immediately upon accessing the site for the first time, the user should change the password to maintain confidentiality.

- b) In respect of Approved Intermediaries falling under the category of Travelling Vendors, or other marketing agents, recording of data will be off-line. Such TVs or marketing agents will have to access the E-CFS through Internet every evening and download the information, upon which the E-Court Fee Certificate would be generated. To facilitate the entry of data on off-line mode, CRA will install software in the respective laptops or palmtops of the TV or other marketing agents at their cost.

7. The Superintendent of Stamps, Registrar General of High Court or Designated Official of High Court or Subordinate Court to have link to E-Court Fee Server:

- a) Since the registration of documents is done at the offices of Registrar **General** of High Court or Designated Official of High Court or Subordinate Court, it is imperative that the Registrar **General** of High Court or Designated Official of High Court or Subordinate Court should have access to the system, to ensure that the Court Fee to be paid for the transaction has indeed been paid and to lock the E-Court Fee Certificate. Similarly, **the system** should lock the E-Court Fee Certificate issued for the purpose of submission with tender documents etc. Such locking is necessary to ensure that the Court Fee paid is not misused. The Unique Identification number issued by the E-CFS for the Court Fee paid can be linked to the Computerised Court Fee Administration System (E-CFAS).
- b) To facilitate the viewing and locking of E-Court Fee Certificate, pertaining to registered Petition and suit, office of Superintendent of Stamps, Registrar **General** of High Court or Designated Official of High Court or Subordinate Court will have a link to the E-CFS. The Superintendent of Stamps, Registrar **General** of High Court or Designated Official of High Court or Subordinate Court will have access to the E-Court Fee site through internet using password and user identification number issued by CRA. Upon gaining the access to the E-CFS, the Superintendent of Stamps, Registrar **General** of High Court or Designated Official of High Court or Subordinate Court will have to enter the year, month and date of E-Court Fee payment as given in the E-Court Fee Certificate, select the unique identification number given in the E-Court Fee Certificate **or alternatively scan the Bar Code or QR Code for the purpose of verification**. Upon entering these details, the Superintendent of Stamps, Registrar **General** of High Court or Designated Official of High Court or Subordinate Court will be able to view the E-Court Fee Certificate. The Registrar **General** of High Court or Designated Official of High Court or Subordinate Court will

be issued user Id and password with which they should update the system and lock the duly paid E-Court Fee Certificate.

8. Access by Counter Parties

- a) The purchasers or the beneficiaries may wish to ensure that the counter party has indeed paid the Court Fee for the transaction and the E-Court Fee Certificate presented to them is genuine. **There should be no question of validity of time for the E-Court Fee Certificate.** Nevertheless, counter parties can check the authenticity of the E-Court Fee Certificate by entering the year, month, date and Unique Identification No. of the E-Court Fee Certificate:
- b) Upon entering these details, the system will display the E-Court Fee Certificate for viewing only. The counter party will be able to check the authenticity of the Certificate. Such enquiry module will provide information on the document also after the Registrar **General** of High Court or Designated Official of High Court or Subordinate Court has locked the E-Court Fee duly paid. The CRA should ensure that this service is available in all the offices of the Registrar **General** of High Court or Designated Official of High Court or Subordinate Court, ACC, AI & website.
- c) The E-Court Fee certificate should indicate the code No. of ACC or AI office in which it is located.

9. Stamping of different types of Articles or documents

- a) The proposed system envisages Stamping with E-Court Fee Certificate the documents representing Petitions or Suits, on real time basis via the Internet. The transactions can be broadly divided into:
 - (i) Documents representing Articles listed under Schedule I and II required to be registered with the Registrar **General** of the High Court or any Designated Officials of the High Court or Subordinate Court; and
 - (ii) Documents, which do not require registration.
- b) In the case of documents which require registration with the Registrar **General** of the High Court or any Designated Officials of the High Court or Subordinate Court or documents that are not required for registration, the Court Fee can be paid by entering the transaction details in the system. The system will check the balance available in the Account of concerned ACC or AI and subject to the availability of requisite funds in the Account will authorize the transaction and issue an E-Court Fee Certificate immediately with a unique identification number, Year, month and date, and the same can be printed at a convenient time.
- c) In the case of documents that do not require registration, the system shall lock the E-Court Fee Certificate.

10. MIS for Government

The Superintendent of Stamps in charge of Court Fee and the Government will be able to get details of Court Fee collected in the State at any point of time. Besides, the Superintendent of

Stamps will ensure that the amount collected by CRA towards the download of stamps is transferred to the State Government Account after due reconciliation. For this purpose, it is necessary that the Superintendent of Stamps should have a link to E-CFS through Internet using the password and identification numbers. Since the Superintendent of Stamps is responsible for the duty collected across the state, its data requirement will be enormous and all encompassing. To enable the Superintendent of Stamps to download the data in the format in which it is required, the CRA will prepare standard formats. **The Superintendent of Stamps will specify the requirement of any additional reports. The CRA will provide any additional reports in future free of cost, unless in exceptional cases, charges will be as mutually agreed.** Considering the fact that the Superintendent of Stamps will be viewing the revenue of the entire State, the same will be done using login credentials to access the server for the purpose of getting MIS.

11. General

- a) CRA shall ensure that the following service levels are achieved in relation to the E-CFAS System:
 - i) The E-CFAS system shall be operational and accessible to clients during the following hours on the following days, (hereinafter referred as the "Operational Hours"):
Monday to Saturday 9.00 a m. to 5.00 pm.
 - ii) The availability of each and every information service during the Operational Hours shall individually be not less than 90% each calendar month.
 - iii) CRA shall not be liable for any failure or reduction in the aforesaid performance level or any other consequences caused by or due to the failure or breakdown of any third party facilities including Internet access providers, telecommunication lines, switches and networks, other than third party facilities provided by any sub-contractors appointed by CRA to perform any part of the service under this Agreement.
 - iv) **Before any ACC or AI first uses the E-CFAS System, CRA shall ensure that every such user enters into the User Network Services Agreement with CRA agreeing not to commence action or otherwise enforce any rights against the Government or Superintendent of Stamps in respect of any liability, in contract or tort or otherwise, for any acts, statements, errors or omissions made by the Superintendent of Stamps or its employees in good faith and in the ordinary course of duties of the employees of the Government, the CRA shall use reasonable endeavours to enforce the terms of such agreement against every user who enters into the same.**
 - v) **The Central Record Keeping Agency shall be responsible to indemnify the Government for any loss of revenue resulting from any act of omission, commission, irregularity or**

violation attributable to it or to any ACC or AI appointed by it to the extent of such loss including interest calculated @ one and a half percent per mensem and penalty not exceeding twice the loss of revenue to the Government;

Provided that no proceedings under this clause shall be taken without affording the opportunity of being heard to the Central Record Keeping Agency.

b) Maintenance of Servers

CRA will shut down its Servers at least for about eight hours in a week on a holiday for the purpose of maintenance. During this time, the system will be down and there will be no access to E-Court Fee facilities. Further, CRA will endeavour that the up-time of the system will be up to 90% excluding the time for shut down of its servers for the maintenance.

c) CRA shall provide service to investigate and correct defects in the E-CFAS Software as reported by the Department including temporary correction and bypass of the defects until such time as standard corrections and or updates of the Software are available. The timing for correction or bypassing depends on the severity of the error as set out below:

- i) Severity 1: This is a defect or error, which results in the failure of a service as a whole. Such defects and errors shall be rectified within 1(one) working day of the problem being reported to CRA in writing.
- ii) Severity 2: This is the defect, which results in system functionality other than those which are covered under Severity 1, being impaired, and there are no existing alternatives for by passing the problem. Such defects and errors shall be rectified within 2 (two) working days of the problem being reported to CRA in writing.
- iii) Severity 3: All other errors and defects. Such defects and errors shall be rectified within 7 (seven) working days of the problem being reported to CRA in writing.
- iv) The time frames for rectification or correction set out in Clauses above shall not apply where the defects or programming errors have arisen in third party programmes or applications used by CRA to develop its application or used by CRA with or in its applications.

v) Disaster Recovery:

CRA shall take reasonably sufficient measures to ensure that it is able to carry on, with disruption of not more than a continuous time of 24 hours, providing E-CFAS System under this agreement even in the event of the occurrence of a disaster which affects, or would affect providing of services if measures had not been taken.

d) Limitation of Liability

CRA shall not under any circumstances be held responsible for any error, defect, default, delayed or non-performance, loss of data, transmission failure or other problems in connection with its provision of E-CFA System for any claims, actions, losses, costs, expenses liabilities or adverse

consequences arising there from, due to any cause or reason not perpetrated by or attributable to CRA or otherwise outside the control of CRA.

e) Concurrent Users

E-Court Fee system will have persons logging for the download of E-Court Fee Certificate and also for logging queries relating to Court Fee and the ultimate printing of the E-Court Fee Certificate. Keeping in mind the various issues relating to E-Court Fee and the number of persons that may log into the system throughout the day, CRA will endeavour to ensure that at a given point of time approximately 400 users could use its system. The use of system will include time for the persons logging to the system for queries with regard to E-Court Fee and for the time for data entry by a user till the time of actual printing of the E-Court Fee Certificate.

f) CRA will require a stabilization period of 4-6 months from the time of the system running in full scale at each of the centres and during such time service standards will not be applicable. The peak times during the day will be identified and on the basis of experience, the concurrent users who would be using the system will be adjusted accordingly. CRA does not guarantee the availability of internet connectivity.

g) If any extra services are required, wherein CRA will be required to put in extra efforts, or the same is on the basis of any extra cost to CRA, the same will be recovered from the ACC, AI, Travelling Vendor or any other marketing agent or the general public directly **subject to prior approval of the Government.**

h) All other terms and conditions as mentioned in the agreement dated: between the Superintendent of Stamps and CRA shall be concurrent with this agreement.

IN WITNESS WHEREOF the parties have hereunto set their hands the day and year first above written.

For and on behalf of CRA (name of the company).

In the presence of:

Signed by

Superintendent of Stamps in Meghalaya.

(for and on behalf of the Government)

In the presence of :

1)

2)

Annexure - A-1
[See clause (iv) of Rule 22(1)]
INDIA JUDICIAL
Government of Test State
E-Court Fee

e-Court Fee receipt will be printed in the following format with full details.

GOVERNMENT OF MEGHALAYA		
e-Court Fee		
DATE & TIME :	22-MAY-2020 12:51:38	
NAMES OF THE ACC/ REGISTERED USER :	XXXXXXXXXXXXXXXXXX	
LOCATION :	MEGHALAYA	
NAME OF LITIGANT :	XXXXXXXXXXXXX	
e-COURT RECEIPT NO :	123456789	
e-COURT FEE AMOUNT :	₹ 5	
	(Rupees Five Only)	
Particulars	Amount (Rs.)	
Memo	₹ 0	
Stay Application	₹ 0	
Delay Condonation Application	₹ 0	
Affidavits	₹ 0	
Vakalatnama / Parcha	₹ 0	
Misc Applications	₹ 0	
Other Annexures / Tender / Document No. Date	₹ 5	
 MS22231E2005P666		
Statutory Alert : The authenticity of this e-Court fee receipt should be verified at www.shclitestamp.com . Any discrepancy in the details on this receipt and as available on the website renders it invalid. In case of any discrepancy please inform the Competent Authority. This receipt is valid only after verification & locking by the Court Official.		

The generated receipt requires to be scanned and uploaded during e-filing.

Form-2

[See sub-rule (4) of Rule 6 and sub-rule (5) of Rule 8]

(To be executed by the CRA on Non-Judicial Stamp paper of Rs. 100/-)

Undertaking cum Indemnity Bond

This Indemnity Bond is made and executed at..... (place) on this day of (month)20..... by Shri S/o R/o_____ Authorised Signatory for and on behalf of (**..... name of the Company appointed by CRA**) **having its** registered office at (complete address of the CRA) hereinafter referred to as the Central Record Keeping Agency or CRA (which expression shall unless repugnant to the context or meaning thereof shall mean and include their representatives, assigns. heirs.etc.).

In favour of the Superintendent of Stamps in Meghalaya, hereinafter referred to as the Appointing Authority, (which expression shall unless repugnant to the context or meaning thereof shall mean and include the Government of Meghalaya and its duly authorised representative).

Whereas

1. the (.....Name of Company) has been appointed by the State to act as '**Central Record Keeping Agency**' and has thus been authorised by the Government for computerization of Court Fee Administration System in the State to issue E-Court Fee Certificates to denote the payment of judicial Court Fee under the Court Fees Act (Central Act No. VIII of 1870) as applicable to Meghalaya, to the public through its branches or offices and the Authorised Collection Centres (ACCs) or Approved Intermediaries (AIs) located in the State.
2. The CRA has agreed to fulfil all the conditions as required by the law, and also to undertake and keep indemnified the Government against all or any losses suffered by the Government due to any

mishandling, misconduct, negligence or any irregularity of any kind whatsoever caused by the CRA or its ACCs or AIs.

3. The CRA has agreed to the compliance and observance of terms and conditions that are prescribed in The Meghalaya E- Court Fees Rules, 2021 (hereinafter called “the Rules”) and other orders issued by the Government or the Department under these rules.
4. The CRA to fulfil the aforesaid requirement and in order to undertake and indemnify the Government, is executing this indemnity Bond as follows:-

**NOW THEREFORE THIS DEED OF UNDERTAKING CUM INDEMNITY BOND
WITNESSETH AS FOLLOWS:-**

- a) The CRA hereby undertakes that the E-Court Fee centres (the branches or offices of the CRA and its duly appointed ACCs or AIs) shall be available for inspection at all reasonable times by any of the officials mentioned in **Rule 29** of the Rules or any officer authorised by the Superintendent of Stamps in this behalf without notice. The CRA also undertakes not to change or increase the ACCs or AIs without prior permission in writing of the Appointing Authority.
- b) The CRA undertakes to provide on demand to any inspecting officer, as mentioned in clause (a), any information in soft and or hard copy of any electronic or digital record related to the collection and remittance of Court Fee relating to any time period or any other related information under **Rule 40** of the Rules without unreasonable delay.
- c) The CRA undertakes to abide by all the terms and conditions as may be prescribed by the Appointing Authority from time to time as to the implementation of the rules.
- d) The Central Record Keeping Agency shall be responsible to remit the consolidated amount of Court Fee collected by its offices or branches and by its Authorised Collection Centres or Authorised Intermediary to Head of Account “0030 - Stamps and Registration fees - 01 - Stamps Judicial - 102 - Sales of Stamps (01) Judicial Stamps” or any other notified head of account of the State, in the manner prescribed hereunder.
- e) In case of Court Fee, collected by way of E-Court Fee Certificate, the Central Record Keeping Agency shall remit the consolidated amount of Court Fee (less, the prescribed discount or commission) to the prescribed head of account of the state, not later than the closing of the next working day, after the day of collection of the amount of Court Fee.

- f) The CRA undertakes that in case it fails to remit the amount of Court Fee within the period as stipulated in **Rule 19** of the rules, the CRA shall be liable to pay, along with the collected amount of Court Fee, an interest calculated at 18 % per annum for the period of delay in day(s). Any part of a day will be treated as one day for the purpose of such calculation.
- g) The CRA agrees that in case it fails to comply with the provisions of these Rules or the terms and conditions of the Service Level Agreement, it, after being afforded the opportunity of being heard, may be **imposed a penalty equivalent to twice the amount of delayed remittance in addition to the interest payable.**
- h) The CRA shall be responsible to furnish the information reports, as provided in **Rule 40** of the Rules, to the Superintendent of Stamps and to any or all such other officers as he may direct.
- i) The CRA undertakes that any of its employees or the employees of its ACCs or AIs directly or indirectly will not misuse or cause to be misused the authorization to collect Court Fee for the State by issue of E-Court Fee Certificates.
- j) The CRA hereby undertakes to keep the Superintendent of Stamps always indemnified against all or any of the losses or any third party risk arising out of any mishandling, misconduct, negligence or any irregularity of any kind whatsoever caused by the CRA or its ACCs or AIs.

IN WITNESS WHEREOF the CRA has executed this **Undertaking cum Indemnity Bond** on the day and year first herein above written.

SIGNED, SEALED AND DELIVERED

By Shri

as Authorised Signatory for and on behalf of

(.....name of the Company appointed as CRA.....)

In the presence of :

k) Signature

Name :.....

Official designation:

Address

(ii) Signature

Name :.....

Official designation:

Address

Form-3
(See sub-rule (3) of Rule 19)
Daily account of remittances

CRA		CRA Id.	
Date	MM/DD/YY		

Total value of E-Court Fee Certificates issued

‘									
---	--	--	--	--	--	--	--	--	--

Less Total amount of commission

‘									
---	--	--	--	--	--	--	--	--	--

Less Total amount of applicable taxes

‘									
---	--	--	--	--	--	--	--	--	--

Net amount of remittance

‘									
---	--	--	--	--	--	--	--	--	--

Mode of remittance

- By Treasury Challan No.at date
Name of Bank Branch.....
amount (Rupees.....)
By GRAS Challan No. date amount
(Rupees.....)

Verification :- I Shri/Smti....., the Authorised official of the Central Record Keeping Agency do hereby declare that the information contained herein is correct to the best of my knowledge and belief. One copy of the Treasury Challan/GRAS challan has been forwarded to the Superintendent of Stamps for favour of information and necessary action.

Date:

Name of Authorised Official

Signature of the Authorised Official
CRA

Acknowledgement

Received a copy of Treasury/GRAS Challan No. date
amount

Date:-

Name & Signature of Stamp Clerk

Form - 4 (See Rule 20 & 22)

E-COURT FEE APPLICATION FORM

CRA/ACC/ AI		CRA/ACC/ AI Id.	
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Details of Litigant

Name & Address of the Litigant	
Phone No and Email Id if any	

Court Fee Payment Details

Court Fee Amount Rs.	Type of Payment: ☐ IMPS ☐ NEFT ☐ Cash ☐ DD ☐ Pay-Order ☐ RTGS ☐ ECS ☐ Any authorised mode	
DD/Pay-order No.	Date: / /	
Bank Name		Branch Name

The Information furnished above, is true to the best of my knowledge and the CRA/ACC/AI shall not be held liable for any mistake (s) in the details furnished above

Date:

Signature of the Litigant/Authorised Person

(In case purchaser is an authorised person, the following details are required)

Name....., address.....
contact Number

(For Office use only)

I verify that the Application Form is in order

USER

User Id	
Name and Signature	

OFFICIAL OF CRA/ACC/AI

Brief particulars of the Court Fee Certificate	
E-Court Fee Certificate received by Name:	Signature

E-Court Fee Receipt

(To be filled in by the Client)

Name of the Litigant/ Authorised Person

Application Date:	
Court Fee Amount Rs. (IN WORDS)	Type of Payment: ☐ Cash ☐ DD ☐ Pay-Order ☐ IMPS ☐ NEFT ☐ RTGS ☐ ECS ☐ Any other mode
DD/Pay Order No.	Date : / /
Bank Name	Branch Name
Counter Signature with Seal of the Designated Official of CRA/ACC/AI	

Note: 1) Once the E-Court Fee Certificate has been generated, payment cannot be cancelled or refunded by CRA. For cancellation and refund of E-Court Fee Certificate, the applicant has to approach the Superintendent of Stamps for refund as provided under Rule 27&28.

2) This Receipt may be computer generated.

Form-5
(See clause (vi) of Rule 22)
Daily account of E-Court Fee Certificate

CRA		CRA	
Date of Issue of the Certificates	MM/DD/YY		

Details of the E-Court Fee Certificates issued

E-Court Fee Certificate Number (from)

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

E-Court Fee Certificate Number (to)

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Total number of E-Court Fee Certificates issued

--	--	--

Denominations of E-Court Fee Certificates issued and number issued

₹									
---	--	--	--	--	--	--	--	--	--

Total number			
--------------	--	--	--

₹									
---	--	--	--	--	--	--	--	--	--

Total number			
--------------	--	--	--

₹									
---	--	--	--	--	--	--	--	--	--

Total number			
--------------	--	--	--

₹									
---	--	--	--	--	--	--	--	--	--

Total number			
--------------	--	--	--

Total value of E-Court Fee Certificates issued

₹									
---	--	--	--	--	--	--	--	--	--

Total number			
--------------	--	--	--

***Denominations may be increased to “n” if required.**

Verification: - I Shri/Smti....., the Authorised official of the Central Record Keeping Agency do hereby declare that the information contained herein has been verified against records available and is correct to the best of my knowledge and belief.

Date:

Name of Authorised Official

Signature of the Authorised Official
CRA (With seal)

For use of the Office of the Superintendent of Stamps.

Report of the Stamp Clerk:- Verified and found correct/incorrect and concerned official of CRA intimated for necessary action vide letter No.

Date:-

Name & Signature of Stamp Clerk

Form-6
(See Rule 27)
Application for Cancellation and Refund of E-Court Fee Certificate

ACC/AI		ACC/AI Id.	
Application date	/ /		

Details of the E-Court Fee Certificate presented for cancellation and Refund

E-Court Fee Certificate Number

Date of Issue of the Certificate								/ /									

Details of Litigant /Authorised Person

Name & Address of the Litigant with Phone No.	
Name & Address of the Authorised Person (if any) with Phone No.	

* In case an authorised person is presenting the refund application on behalf of the Litigant, this application must be accompanied with authorisation from the Litigant (executed on a Rs. 20 non-judicial stamp paper), duly witnessed and attested by Notary Public.

Court Fee Payment Details

E-Court Fee Certificate Purchased by		
Court Fee Amount Rs.:	E-Court Fee Certificate no.:	date:

Reason for Cancellation or Refund of E-Court Fee Certificate
--

The information stated above is true to the best of my knowledge and belief.

Date:

Signature of the Litigant/
Authorised Person of the certificate

Report of the Superintendent of Stamps

The details of the E-Court Fee Certificate have been verified from the system. The said certificate has not been disabled or locked in the data base of E-Court Fee Certificate. This certificate of verification has been endorsed on the said certificate also. Refund of the amount of Court Fee mentioned in the certificate is approved.

Sign & Seal of the Authorised Signatory.....

For use of the Office of the Superintendent of Stamps.

Report of the Stamp Clerk:

Order of the **Superintendent of Stamps** regarding refund.

Sign & Seal of the
Superintendent of Stamps

Form -7
(See Rule 20 & 22)

**E-COURT FEE APPLICATION FORM FOR AFFIXING ON DOCUMENTS OTHER THAN
ARTICLES LISTED IN SCHEDULE I&II OF THE COURT FEES ACT**

CRA/ACC/ AI		CRA/ACC/ AI Id.	
-------------	--	-----------------	--

Details of Purchaser/ Authorised Person

Name & Address of the purchaser/ Authorised Person	
Phone No and Email Id if any	

Brief description of document on which E-Court Fee Certificate will be affixed.

Tender/ Document No. Date: Remarks:
--

Court Fee Payment Details

Court Fee Amount Rs.	Type of Payment: ☐ IMPS ☐ NEFT ☐ Cash ☐ DD ☐ Pay-Order ☐ RTGS ☐ ECS ☐ Any authorised mode	
DD/Pay-order No.	Date: / /	
Bank Name		Branch Name

The Information furnished above, is true to the best of my knowledge and the CRA/ACC/AI shall not be held liable for any mistake (s) in the details furnished above. I also understand that there shall be no refund of the E-Court Fee under any circumstances.

Date:

Signature of the Purchaser/Authorised Person

(In case purchaser is an authorised person, the following details are required)

Name....., address.....
contact Number

(For Office use only)

I verify that the Application Form is in order
USER

User Id	
Name and Signature	

OFFICIAL OF CRA/ACC/AI

Brief particulars of the Court Fee Certificate		
E-Court Fee Certificate received by	Name:	Signature

E-Court Fee Receipt

(To be filled in by the Client)

Name of the Purchaser / Authorised Person	
Application Date:	
Court Fee Amount Rs. (IN WORDS)	Type of Payment: ☐ Cash ☐ DD ☐ Pay-Order ☐ IMPS ☐ NEFT ☐ RTGS ☐ ECS ☐ Any other mode
DD/Pay Order No.	Date : / /
Bank Name	Branch Name
Counter Signature with Seal of the Designated Official of CRA/ACC/AI	

Note: 1) Once the E-Court Fee Certificate has been generated, payment it cannot be cancelled or refunded.

2) This Receipt may be computer generated.