



**IN THE HIGH COURT OF PUNJAB AND HARYANA  
AT CHANDIGARH**

**CR-888-2021(O&M)  
Date of Decision: August 25, 2025**

Chaudhary Devinder Singh @ Devinder Kumar

...Petitioner

Versus

Balbir Kaur and others

...Respondents

**CORAM: HON'BLE MRS. JUSTICE ARCHANA PURI**

Present: Mr.Anurag Gupta, Advocate  
for the petitioner.

None for respondents No.1 and 2.

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**ARCHANA PURI, J.**

Challenge in the present revision petition is to the order dated 04.03.2021 passed by learned trial Court, thereby, allowing application under Order 7 Rule 11 CPC, with a direction to the petitioner-plaintiff to affix *ad valorem* Court fee with the plaint, as per sale consideration of the sale deed in question, failing which, the plaint shall be liable to be rejected.

The petitioner-plaintiff had filed a suit for declaration to the effect that sale deed bearing No.2565/1 dated 20.01.2009 and sale deed No.110 dated 20.04.2009, are illegal, null and void and not binding upon the rights of the petitioner-plaintiff and the impugned judgment and decree passed in civil suit is also wrong, erroneous and not binding upon the rights

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of the petitioner-plaintiff.

Besides the same, also further claimed a decree for possession to the effect that the petitioner-plaintiff is owner-in-possession of the suit land, as detailed in paragraph No.1.

Respondent-defendant No.1 filed an application under Order 7 Rule 11 CPC, for seeking rejection of the plaint, on the ground that the proper Court fee has not been affixed.

As noticed above, learned trial Court vide order dated 04.03.2021 had directed the petitioner-plaintiff to pay *ad valorem* Court fee, on the sale consideration of the sale deeds in question.

Learned counsel for the petitioner heard and with his able assistance, gone through the assertions made in the plaint, copy whereof, has also been placed on record as Annexure P-2.

It is admitted position on the record that the petitioner-plaintiff was not party to the questioned sale deeds dated 20.01.2009 and 20.04.2009. It is the respondent No.2-Jasbir Singh, father of the petitioner-plaintiff, who had executed the sale deeds. The copies of the sale deeds have also been placed on record. Close perusal of the plaint reveals that petitioner-plaintiff had asserted about the property to be joint Hindu Family, ancestral coparcenary property and his father had no right to sell the land of the Joint Hindu Family, as he was only *Karta*. In the given circumstances, he has challenged the sale deeds in question.

Obviously, considering the assertion about the land sold to be ancestral Joint Hindu Family property, the petitioner-plaintiff has a right in



the same. In such a situation, it is well settled that if the plaintiffs are not party to the sale deeds or they are not executant, then the plaintiffs are not required to seeking cancellation of the sale deeds. The suit for declaration to the effect that such sale deeds are not binding on the right of the plaintiff, is certainly maintainable and therefore, the plaintiff is not required to affix *ad valorem* Court fee, on the sale consideration because he was not party to the sale deeds in question.

In this regard, beneficial reference is made to ***Suhrid Singh @ Sardool Singh vs. Randhir Singh, 2010(2) RCR (Civil) 564***, wherein, the Hon'ble Supreme Court has held, as herein given:-

*“6. Where the executant of a deed wants it to be annulled, he has to seek cancellation of the deed. But if a non-executant seeks annulment of a deed, he has to seek a declaration that the deed is invalid, or non-est, or illegal or that it is not binding on him. The difference between a prayer for cancellation and declaration in regard to a deed of transfer/conveyance, can be brought out by the following illustration relating to 'A' and 'B' -- two brothers. 'A' executes a sale deed in favour of 'C'. Subsequently 'A' wants to avoid the sale. 'A' has to sue for cancellation of the deed. On the other hand, if 'B', who is not the executant of the deed, wants to avoid it, he has to sue for a declaration that the deed executed by 'A' is invalid/void and non- est/ illegal and he is not bound by it. In essence both may be suing to have the deed set aside or declared as non-binding. But the form is different and court fee is also different. If 'A', the executant of the deed, seeks cancellation of the deed, he has to pay ad-valorem court fee on the consideration stated in the sale deed. If 'B', who is a non-executant, is in possession and*



*sues for a declaration that the deed is null or void and does not bind him or his share, he has to merely pay a fixed court fee of Rs. 19.50 5 under Article 17(iii) of Second Schedule of the Act. But if 'B', a non-executant, is not in possession, and he seeks not only a declaration that the sale deed is invalid, but also the consequential relief of possession, he has to pay an ad-valorem court fee as provided under Section 7(iv)(c) of the Act. Section 7(iv)(c) provides that in suits for a declaratory decree with consequential relief, the court fee shall be computed according to the amount at which the relief sought is valued in the plaint. The proviso thereto makes it clear that where the suit for declaratory decree with consequential relief is with reference to any property, such valuation shall not be less than the value of the property calculated in the manner provided for by clause (v) of Section 7."*

In the aforesaid case, three eventualities have been considered by the Hon'ble Supreme Court, firstly, with regard to executant of the deed, who wanted it to be annulled, he had to seek cancellation of the deed; secondly, the non-executant seeking annulment of the deed, with regard to which, he has to seek declaration that the deed is invalid or non-est; and thirdly, the non-executing seeking declaration that deed is null and void and also seeking consequential relief of possession. Therein, it was observed that in case of executant seeking cancellation of the deed, he is required to pay the Court fee. However, if the non-executant seeks declaration that the deed is null and void, he is required to pay a fix Court fee, under Article 7(iii) of Second Schedule of the Act. However, where the non-executant, besides declaration, also seeks consequential relief of possession, then he



has to pay the *ad valorem* Court fee, as provided under Section 7(iv) (c) of the Act.

In this regard, reference is also made to decision rendered by Hon'ble Division Bench of this Court in ***Tarsem Singh and others vs. Vinod Kumar and others, 2011(31) RCR (Civil) 709***, wherein, it was observed, as herein given:-

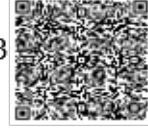
*“i) If the executant of a document wants a deed to be annulled, he is to seek cancellation of the deed and to pay ad valorem Court fee on the consideration stated in the said sale deed.*

*ii) But if a non-executant seeks annulment of deed i.e. when he is not party to the document, he is to seek a declaration that the deed is invalid, non-est, illegal or that it is not binding upon him. In that eventuality, he is to pay the fixed Court fee as per Article 17(iii) of the Second Schedule of the Act.*

*iii) But if the non-executant is not in possession and he seeks not only a declaration that the sale deed is invalid, but also a consequential relief of possession, he is to pay the ad valorem Court fee as provided under Section 7(iv)(c) of the Act and such valuation in case of immovable property shall not be less than the value of the property as calculated in the manner provided for by Clause (v) of Section 7 of the Act.”*

Since, the petitioner-plaintiff, had also sought possession, therefore, it was submitted in the application that *ad valorem* Court fee is required to be affixed, on the value of the properties.

In this regard, it is pertinent to mention that State of Haryana had amended the Court Fee Act, by way of amendment brought up in



Section 7(iv) (c) of the Act, way back in 1974. It was specifically provided that in case of agricultural land, the Court fee would be payable, with respect to relief of possession only, as per the table incorporated by way of State amendment, therefore, *ad valorem* Court fee is not payable with respect to relief of possession, where the agricultural land is sought. The amendment brought up by the State of Haryana in Act No.22 of 1974, is as herein given:

*“2. In Section 7 of the Court Fees Act, 1870 (hereinafter referred to as the principal Act), for sub-clauses (a) and (b) of clause (v), the following sub-clauses shall be substituted, namely: -*

*“(a) Where the subject matter is land other than land situated within municipal limits or Abadi Deh whether under cultivation or not according to the market value thereof which shall be deemed to be -*

*(i) In the case of land which is irrigated by perennial canal, sixty rupees per acre;*

*(ii) In the case of land which is irrigated by non-perennial canal or by well, fifty rupees per acre; and*

*(iii) In the case of land which is Barani, Sailab, Bhud, Thur, Sem, Banjar or of like nature, thirty rupees per acre; and*

*(b) Where the subject matter is house, garden, or land situated within municipal limits or Abadi Deh whether under cultivation or not, according to its market value;.”*

Adverting to the case in hand. The sale deeds in question, relate to agricultural land, not within the municipal limits of the *abadi deh*. Considering the aforesaid amendment, in the backdrop of the decision rendered by the Hon’ble Supreme Court as well as decision rendered by

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Hon'ble Division Bench of this Court, the question relating to payment of Court fee is to be decided in terms of parameters laid down above, more particularly, considering the sale deeds in question, also to be relating to agricultural land.

In the light of the same, the order passed by learned trial Court is liable to be set aside. Hence, the order under challenge reversed. Consequently, the petitioner-plaintiff is directed to make up the deficiency in the payment of Court fee, (if any) as per the amendment brought up by State of Haryana, in Act No.22 of 1974 of the Court Fee Act.

Accordingly, the present revision petition stands disposed of, in aforesaid terms.

**August 25, 2025**  
Vgulati

**(ARCHANA PURI)**  
**JUDGE**

Whether speaking/reasoned  
Whether reportable

**Yes**  
**Yes/No**