



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

CR-1197-2024 (O&M)  
Reserved on: 01.05.2025  
Pronounced on : 07.07.2025

Sarabjit Kaur

...Petitioner

V/s

Avtar Singh and others

...Respondents

**CORAM : HON'BLE MR. JUSTICE VIKRAM AGGARWAL**

Argued by: Mr. Ravinder Malik, Advocate, for the petitioner.

Mr. Navinder Jit Singh Dhandiwal, Advocate  
for respondents No.1 and 6.

Mr. Chetan Kapoor, Advocate, for respondents No.2

None for respondents No.4 and 5.

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**VIKRAM AGGARWAL, J**

The present revision petition assails order dated 19.04.2023 (Annexure P-10) passed by the Court of Civil Judge (Jr. Divn.), Derabassi, vide which four applications preferred by different defendants under Order 7 Rule 11 of the Code of Civil Procedure, 1908 (for short the "CPC") for rejection of plaint were partly allowed and order dated 16.11.2023 (Annexure P-11), vide which the petitioner-plaintiff was called upon to fix *ad valorem* Court fee as per the amount of sale consideration referred to in the sale deeds in question.

2. A suit for declaration was instituted by the petitioner-plaintiff (Sarabjit Kaur) to the effect that sale deeds dated 13.06.2012, 09.12.2023 and 16.05.2019 executed by respondent-defendant No.1 (Avtar Singh) in favour of respondents-defendants No.2, 3, 4 & 5 respectively were illegal, null and void, the same having been executed without legal necessity. A declaration was also sought that the petitioner-plaintiff was a coparcener and was,



therefore, the owner in joint possession of the suit property. Consequential relief of joint possession and mandatory injunction along with permanent injunction restraining defendants No.2 to 5 from alienating the suit property was also sought. The petitioner-plaintiff claimed to be the adopted daughter of respondent-defendant No.1 (Avatar Singh) and, under the circumstances, laid challenge to the sale deeds in question.

3. Applications under Order 7 Rule 11 CPC (Annexures P-2 to P-5) were filed by different defendants on the ground that ad valorem Court fee was required to be affixed since execution of the sale deeds had been challenged. The applications were opposed by way of replies (Annexures P-6 to P-9), taking a stand that the sale deeds had not been challenged on the ground of fraud and possession had not been sought as a result of which, ad valorem Court fee was not required to be affixed. Vide order dated 19.04.2023, the applications under Order 7 Rule 11 CPC were partly allowed and the petitioner-plaintiff was directed to affix ad valorem Court fee. Vide order dated 16.11.2023, the Court fee was found to be deficient and the petitioner-plaintiff was directed to affix Court fee as per the consideration mentioned in the sale deeds, leading to the filing of the present revision petition.

4. Learned counsel for the parties were heard.

5. It was submitted by learned counsel for the petitioner that the orders are not sustainable. It was submitted that since the petitioner was not the executant of the sale deeds and the relief of possession had not been sought, ad valorem Court fee is not required to be affixed. He placed reliance upon judgments in the case of *Tarsem Singh and others vs. Vinod Kumar and others (CR-4753-2005, decided on 15.07.2011)*, *Ashwani vs. Murli Devi*



***and others (CR-6333-2015, decided on 20.12.2016) and Harjinder Singh and others vs. Kuldeep Kaur, 2022 (2) PLR 565.***

6. *Per contra*, it was submitted by learned counsel representing the respondents that there is no illegality in the impugned orders. It was submitted that the petitioner was out of possession and since relief of joint possession had been sought, ad valorem Court fee had rightly been ordered to be affixed.

7. I have considered the submissions made by learned counsel for the parties.

8. It is well settled that for the purpose of deciding an application for rejection of the plaint, only the contents of the plaint and the documents attached therewith are to be seen. The plaint is on record as Annexure P-1. The relief sought is as under:-

***“It is, therefore respectfully prayed that by passing a decree declaration to the effect that the sale deed dated 13.06.2012 of land 18.1/2 Biswa executed by defendant no. 1 in favor of defendant no. 2 and sale deed dated 09.12.2013 of land 01 Bigha executed by defendant no. 1 in favor of defendant no. 3 and sale deed dated 16.05.2019 of land 17 biswa 03 biswansi executed by defendant no. 1 in favor of defendant no. 4 and 5 are illegal null and void and sale of the same are without legal necessity and is not binding qua the right of the plaintiff being coparcener and is liable to be set aside out of the total land measuring 48 bigha 15 biswa comprising khewat no. 101/940, khatoni no. 117 to 125, bearing khasra no. 261/7/2(3-16), 8(4-0), 10/2 (0-9), 12/1/1(1-), 12/2 (2-8), 13/1 (0-14), 14/2 (1-9), 511/8(1-1), 26/19 (4-0), 11(3-14), 121/2/2/1/3(1-0), 2/2/3 (1-0), 2/2/1(1-3), 2/2/2 (0-15), 9/1 (0-15), 9/2(3-5), 12/2(1-10), 13(4-0), 261/4/1/2 (030, 4/2/2 (0-12), 4/3(114), 22//23 (4-0) 26//4/1/1(0-7, 4/2/1(1-4), 3(4-0), 7/1 (0-4), 17/129/6(0-2) kite 28 and khewat no. 109/1020, khatoni no. 133 khasra no. 267/26(0-6), situated in revenue estate of village Paragpur, tehsil derabassi, distt. SAS Nagar as the suit land is ancestral and coparcener property of the plaintiff, defendant no. 1 and performa defendant no. 6 and the mutation no. 1755 dated 31.07.2012, 1776 dated 24.12.2013 and 1865 dated 31.10.2019 sanctioned on the basis of above said alleged sale deeds are also illegal, null and void and also liable to be set aside along with subsequent entry on the basis of sale deeds and consequential relief for joint possession to the extent of the share of the plaintiffs out of the share of the derendant no. 1 which is sold by defendant no. 1 to defendant no. 3***



*to 5 without any legal necessity, may kindly be passed in favour of plaintiff and against the defendants in the interest of justice.*

*And*

*Decree for mandatory injunction directing the defendant no. 1 to comply with all terms and conditions of the compromise dated 03.06.2019, effected between the plaintiff and defendant no. 1 may kindly be passed in favour of plaintiff and against the defendants in the interest of justice.*

*And*

*Decree for permanent injunction restraining the defendant no. 2 to 5 from alienating, gifting, mortgaging and encumbering or in any manner to the extent of the share of the plaintiff out of the suit land to anybody may kindly be passed in favour of plaintiff and against the defendants in the interest of justice.”*

9. In paragraph 2 of the plaint, it had specifically been mentioned that the petitioner had been thrown out of home by respondent-defendant No.1. After a compromise having been arrived at, the petitioner went to the house of respondent-defendant No.1 and started residing with him but thereafter, she was again turned out after two weeks. Further concededly, petitioner was not in possession of the suit land.

10. It is, therefore, clear that in addition to the relief of declaration sought as regards the sale deeds in question not being binding upon the rights of the petitioner, a decree for joint possession was also prayed for. Apart from this, mandatory and permanent injunction was also sought. The permanent injunction sought is that respondents No.2 to 5 should not alienate the suit property. Clearly, the petitioner is not in possession of the suit property. Under the circumstances, keeping in view the ratio of law down in the case of petition was *Suhrid Singh @ Sardool Singh vs. Randhir Singh and others*, (2010) 12 SCC 112 and *Smt. Harbhajan Kaur vs. Pargan Singh*, 1987 RRR 134, ad valorem Court fee as regards the value mentioned in the sale deeds would not be payable but Court fee in terms of the provisions of Section 7(iv) (c) read with Clause (v) of the Court Fees Act, 1870 (for short the “1870 Act”). In *Smt. Harbhajan Kaur’s* case (supra), it was held as under:-



*"It is not disputed before me by the learned counsel for the parties that in order to determine the amount of Court-fee payable on the plaint in question only its contents have to be seen and in case I come to the conclusion that their dominant relief claimed in this suit is for joint possession of the agricultural land and not for cancellation of the above noted sale deeds, then the petitioners are to pay court fee in terms of Section 7(iv)(c) read with clause (v) of the Court Fees Act, 1870. If that is so, then according to the learned counsel for the respondents the petitioner have already paid the requisite or proper court -fee. Having perused the contents of the plaint, I am of the considered opinion that it is a clear case where the dominant relief claimed by the petitioner is for joint possession of the agricultural land in question and not for cancellation of the above noted sale deeds. Almost on similar facts and identical circumstances, this Court has already expressed a similar view in Civil Revision No.499 of 1985 Tara Singh and others v. Tarsem Singh and others, 1987 R.R.R. 373, decided on May 14, 1986 after noticing the relevant cases. In the light of this conclusion of mine the impugned order has essentially to be set aside and I order accordingly. For clarity's sake it may be mentioned here that this order of mine only governs the relief so far as it relates to joint possession of the agricultural land in question and with regard to the rest of the claim i.e. the house, tractor, diesel engine etc., the order of the trial Court stands. I, however, pass no order as to costs."*

11. Since the dominant relief prayed for in the present case is also that of joint possession, Court fee in terms of Section 7(iv)(c) read with Clause (v) of the 1971 Act would be payable. The trial Court, therefore, erred in directing the petitioner to pay Court fee at the value mentioned in the sale deeds. However, as has been observed above, Court fee in terms of Section 7(iv)(c) read with Clause (v) of the 1971 Act would be payable. In taking the said view, I also draw support from the judgments of the coordinate Benches in the cases of *Bimla Devi and another vs. Ram Singh and others* (CR-341-2017, decided on 30.11.2023) Law Finder Doc ID # 2527107, *Smt. Anita Vij and another vs. Deepak Kumar Vij and another*, (CR-5393-2019, decided on 02.05.2023) Law Finder Doc ID # 2338346 and *Dharinder Singh versus*



*Anoopjot Kaur and others 2025 (2) Law Herald 1063* Law Finder Doc. ID 2710964.

12. I have gone through the judgments relied upon by the learned counsel for the petitioner. In the case of **Tarsem Singh** (supra), also a similar view was taken by a Division Bench of this Court.

13. In view of the aforesaid discussion, the revision petition is accordingly disposed of in the aforesaid terms. A period of six weeks is granted to the petitioner to pay the Court fee in accordance with the aforesaid directions, if not already affixed.

Pending application(s), if any, shall also stand disposed of.

**(VIKRAM AGGARWAL)**  
**JUDGE**

**Pronounced on: 07.07.2025**  
vcgarg

Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No