

2025:PHHC:124348



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

**CR-5811-2025 (O&M)**

**Date of Decision : September 10, 2025**

**Sukhwinder Kaur**

**. . . . Petitioner**

**Vs.**

**Mohinder Kaur and others**

**. . . . Respondents**

**CORAM: HON'BLE MR. JUSTICE DEEPAK GUPTA**

**Present:-** Ms. Parbeen Kumari, Advocate for  
Mr. N.S. Wahniwal, Advocate for the petitioner.

**DEEPAK GUPTA, J.**

Petitioner herein is defendant No.3 in civil suit bearing CS-181-2024 titled as "*Mohinder Kaur Vs. Sukhpreet Singh and others*", pending before learned Civil Judge (Junior Division), Jaitu. She is aggrieved by the order dated 24.07.2025 (*Annexure P-4*), whereby her application moved under Order 7 Rule 11 CPC for rejecting the plaint, has been dismissed.

2. A perusal of the paper book reveals that plaintiff–Smt. Mohinder Kaur (*respondent herein*) filed a suit for possession by specific performance and injunction on the basis of an agreement to sell dated 04.05.2022, whereby defendant Nos.1 and 2 (*respondents No.1 & 2*) agreed to sell the suit property at the rate of ₹8,50,000/- per acre. A sum of ₹16,00,000/- was paid as earnest money out of the total consideration of ₹20,50,000/-. The sale deed was to be executed on 03.05.2024, later extended to 30.05.2024 by writing dated 01.05.2024. Alleging fraud, the plaintiff averred that defendants No.1 & 2 executed a sale deed on 13.07.2023 in favour of defendant No.3 (*petitioner herein*), and prayed for specific performance as well as declaration that the said sale deed is null and void.

3. Defendant No.3 moved an application under Order 7 Rule 11 CPC for rejection of the plaint on the ground that the plaintiff had not paid requisite Court fee for seeking cancellation of the sale deed.

4. The trial Court dismissed the application, holding that the primary relief was specific performance based on the agreement dated 04.05.2022, while challenge to the subsequent sale deed was only an ancillary relief. Since the plaintiff had already paid ad valorem Court fee on the sale consideration mentioned in the agreement to sell, no additional Court fee was required on the consideration of the impugned sale deed.

5. In the present revision, it has been contended that Court fee was also payable on the sale consideration of the subsequent sale deed.

6. However, a perusal of the plaint shows that the declaration sought regarding the sale deed dated 13.07.2023 is consequential to the decree of specific performance. If specific performance is declined, the ancillary relief automatically fails. As Court fee under Section 7(x) of the Court Fees Act has already been paid on the sale consideration, the trial Court rightly held that no separate Court fee was payable. This view also finds support from *Jafar Imam v. Devender Chauhan and others, ILR (2014) III Delhi 1917*.

7. As such, finding no illegality or perversity in the impugned order, this Court sees no ground to invoke revisional jurisdiction. Accordingly, the revision petition is dismissed.

**September 10, 2025**

*Sarita*

**(DEEPAK GUPTA)**

**JUDGE**

Whether speaking/reasoned?	Yes/No
Whether reportable?	Yes/No