



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

**CR-5656-2018(O&M)**

**Date of Decision: August 21, 2025**

Satvir

...Petitioner

Versus

Raghubir and others

...Respondents

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

Present: Mr.Keshav Partap Singh, Advocate  
for the petitioner.

Mr.Rishav Jain and Mr.Shivaly Singla, Advocate  
for the respondents.

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**ARCHANA PURI, J.**

Challenge in the present revision petition is to the order dated 03.07.2018, whereby, an application under Order 7 Rule 11 CPC, filed at the instance of the respondents-defendants, was allowed.

The material facts, as culled from the paperbook are as follows:-

That, initially, petitioner-plaintiff Satvir had filed a suit for seeking declaration and permanent injunction, as consequential relief. He asserted himself to be owner-in-possession of the agricultural land, as detailed in paragraph No.1 of the plaint, copy whereof is Annexure P-1. He had approached respondent-defendant No.1 for sale of the agricultural land, who



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had further facilitated the sale of the land, in favour of respondents-defendants No.2 and 3, for a sale consideration of Rs.62,50,000/-. It was settled that respondent No.1 shall pay the sale consideration to him at the house and respondent No.1, knowingly and intentionally executed sale deeds in favour of respondents No.2 and 3.

Furthermore, the sale deeds were executed on 24.12.2015 and since the sale consideration was a big amount, the respondents-defendants had agreed to pay the said sale consideration to the petitioner-plaintiff at home and the petitioner, believing the words of the respondents, had executed sale deed bearing No.4746, in favour of respondent No.3 and sale deed No.4745 in favour of respondent No.2, on 24.12.2015. Thereafter, the consideration amount was not paid. It was only an amount of Rs.19,50,000/-, which was deposited in the account of the petitioner and the residue amount of Rs.43 lakh, was never paid.

In pursuance of the notice issued, the respondents-defendants had filed an application under Order 7 Rule 11 CPC, thereby, seeking rejection of the plaint, on account of deficient Court fee or in the alternative, for issuance of direction to the petitioner-plaintiff to pay the *ad valorem* Court fee.

After hearing the parties, vide impugned order, learned trial Court, while placing reliance upon ***Suhrid Singh @ Sardool Singh vs. Randhir Singh, 2010(2) RCR (Civil) 564***, had concluded that the petitioner-plaintiff is liable to affix *ad valorem* Court fee, on the sale consideration, as mentioned in both the sale deeds, amounting to Rs.62,50,000/- and thus, on



these terms, had allowed the application.

Being aggrieved, the petitioner-plaintiff has filed the present revision petition.

In pursuance of the notice issued, the respondents made appearance.

Learned counsel for the parties heard.

At the very outset, it is submitted by learned counsel for the petitioner that the petitioner is owner-in-possession of the suit land and it was with the fraudulent intention that the sale deeds were got executed, without passing of the sale consideration on the pretext that the same shall be paid at home, as it was huge amount.

On the other hand, learned counsel for the respondents submits that learned trial Court has appropriately considered the sale deeds in question and had directed to pay *ad valorem* Court fee. Also, it is submitted that the said suit has since been decided and the question of fixation of Court fee has been left open, subject to the decision of the revision petition in hand. Also, it is brought to the notice of the Court that appeal bearing CA-288-2019, titled 'Smt.Maya Devi vs. Satvir and others' was also filed and the same has also been dismissed being infructuous, on account of non-payment of Court fee, with the clause of revival of the same.

The limited question that arises for consideration is as to whether the petitioner is liable to affix *ad valorem* Court fee, on the sale consideration, as mentioned in both the sale deeds in question, amounting to Rs.62,50,000/-.



In this regard, beneficial reference is made to paragraph No.6 of ***Suhrid Singh's case (supra)***, 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.”*

Thus, it is evident from the aforesaid that three eventualities have been considered by the Hon'ble Supreme Court, with regard to payment of Court fee, firstly, where the executant of the deed himself wants



it to be annulled; secondly, where the non-executant, who is in possession, sues for declaration that the deed is null and void and not binding upon him and; thirdly, where the non-executant, who is not in possession, seeks not only declaration, but also consequential relief of possession, wherein he is required to pay the *ad valorem* Court fee.

The case of the petitioner-plaintiff is covered in the first eventuality. Admittedly, the petitioner himself is executant of both the sale deeds and under the garb of declaration, which is a smart pleading, he is seeking cancellation of both the sale deeds in question. Though, plea of fraud is taken, but however, he does not dispute himself to be the signatory of the sale deeds in question. Copies of the sale deeds have come on record and close perusal of the same reveals that petitioner-plaintiff himself asserts about having received the entire sale consideration i.e. to the extent of Rs.50,00,000/- in one sale deed and Rs.12,50,000/- in the other sale deed. Also, there is specific recital about the possession having delivered to the vendee at the spot.

Considering these recitals and the petitioner, himself being the executant of the sale deed, in consonance with *Suhrid Singh's case (supra)*, is liable to pay the *ad valorem* Court fee, on the sale consideration as mentioned in both the sale deeds, total amounting to Rs.62,50,000/-.

In the light of the aforesaid discussion, learned trial Court has appropriately allowed the application under Order 7 Rule 11 CPC and the impugned order does not warrant any interference, while exercise of revisional jurisdiction.



Hence, the revision petition is hereby dismissed.

Considering the decision of the suit as well as the appeal, it is hereby ordered that petitioner-plaintiff shall furnish the *ad valorem* Court fee, within a period of four weeks from today onwards.

**August 21, 2025**  
Vgulati

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

Whether speaking/reasoned  
Whether reportable

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