

C.R.P(MD)No.1914 of 2026

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BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: 22.07.2026

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THE HON'BLE MR. JUSTICE S.SOUNTHAR

C.R.P.(MD)No.1914 of 2026

and

C.M.P(MD)No.9207 of 2026

1.Thirunavukkarasu
2.Bhagavath Singh

.. Petitioners

Vs.

1.C.Anuratha Bhavani
2.C.Arun Chella Sumala
3.C.Arun Chella Samraj Mugilesh

.. Respondents

PRAYER: civil revision petition filed under article 227 of the Constitution of India to set aside the order dated 23.06.2026 passed in I.A.No.3 of 2025 in O.S.No.111 of 2025 on the file of the II Additional District Munsif Court, Tirunelveli.

For Petitioners : Mr.J.Avinash Dhandapani

ORDER

The Civil Revision Petition is filed challenging the order passed by the trial Court dismissing the petition filed by the



C.R.P(MD)No.1914 of 2026

WEB COPY

petitioners/defendants seeking return of the plaint on the ground that the trial Court had no pecuniary jurisdiction to entertain the plaint.

2. The respondents/plaintiffs filed a suit seeking a declaration that the Will executed in favour of the first defendant in respect of the suit property, which is in the possession of the plaintiffs, and the Settlement Deed executed by the first defendant in favour of the second defendant, are null and void. The plaintiffs also sought a permanent injunction restraining the defendants from interfering with their alleged possession of the suit property. The suit was valued under Sections 27(c) and 25(d) of the Tamil Nadu Court Fees and Suits Valuation Act, and the requisite court fee was paid.

3.The defendants filed an application seeking return of the plaint on the ground that the plaintiffs had indirectly seek recovery of possession of the suit property. Therefore, according to the defendants, the suit ought to have been valued on the market value of the property and the court fee ought to have been paid accordingly. If so valued, the suit would fall outside the pecuniary jurisdiction of the trial Court and, therefore, the plaint shall be returned. The said application was dismissed by the trial Court. Aggrieved by the same, the defendants have preferred the present Civil Revision Petition.



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4. The learned counsel appearing for the petitioners/defendants would submit that the document sought to be cancelled by the plaintiffs, Settlement Deed executed by the first defendant in favour of the second defendants specifically mentions the value of the suit property as Rs.1,14,09,500/-. When the plaintiffs seek to invalidate the documents relating to a property worth more than Rs.1 crore, the suit filed before the District Munsif Court is not at all maintainable.

5.The learned counsel would further submit that, in the plaint the plaintiffs have admitted that the defendants are in possession of the suit property. Therefore, though the plaintiffs have sought only a declaration and permanent injunction, in substance they seek recovery of possession. In such circumstances, the plaintiffs are liable to pay court fee at the market value of the suit property. In support of the said contention, the learned counsel relied upon the following judgments:

- (i) ***Solaiammal and another v. Rajarathinam***, reported in **2003 (4) CTC 268**; and
- (ii) ***Ghertline Pregibha v. Eveline Pregitha***, reported in **2023 SCC OnLine Mad 679**.



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6. Per contra, the learned counsel appearing for the respondents/plaintiffs would submit that, the suit property was purchased by the first plaintiff's husband Chelladurai under a sale deed dated 26.01.1994 and he died on 06.11.2014. After the death of Chelladurai, the plaintiffs, being his legal representatives, have been jointly enjoying the suit property. Taking advantage of the physical absence of the plaintiffs, the first defendant created a forged Will dated 20.06.2013, as if Chelladurai had bequeathed the property in favour of the first defendant. It was further stated that the first defendant executed a settlement deed dated 12.03.2014 in favour of the second defendant based on the forged Will and hence, those documents are invalid. Since the defendants attempted to interfere with the peaceful possession and enjoyment of the plaintiffs over the suit property based on the above mentioned invalid documents, the instant suit has been filed seeking declaration that the said Will alleged to have been executed in favour of the first defendant and the subsequent Settlement Deed executed by the first defendant in favour of the second defendant are invalid, null and void. Hence, the plaintiffs have sought a declaration to that effect along with a permanent injunction prayer, restraining the defendants from interfering with their possession.

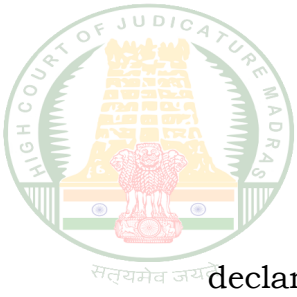


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7. A reading of the plaint as a whole would clearly indicate that the plaintiffs seek only a declaration regarding the invalidity of the Will in favour of the first defendant and the Settlement Deed in favour of the second defendant and a consequential relief of permanent injunction. There is no express prayer for recovery of possession. When no such relief has been sought, the defendants cannot compel the plaintiffs to value the suit on the market value of the property and pay court fee accordingly.

8. Since the plaintiffs are not parties to the documents sought to be declared invalid, they have rightly valued the suit under Section 25(d) of the Tamil Nadu Court Fees and Suits Valuation Act and paid court fee on the notional value. In the absence of a specific prayer for recovery of possession, the defendants cannot read into the plaint a relief which has not been sought and insist upon payment of court fee on the market value.

9. In Solaiammal's case (cited supra), the plaintiffs therein sought a declaration that they were the legal heirs of one Chinnappan and a consequential injunction restraining the defendants from withdrawing the fixed deposit lying in a Nationalised bank. The

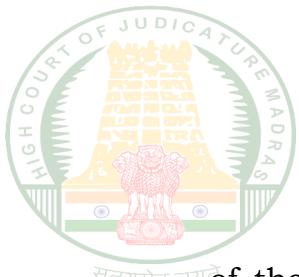


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declaration sought therein would naturally entitle the plaintiffs to claim the fixed deposit. Therefore, this Court held that they should pay the court fee on the value of the Fixed Deposit. The trial Court in the said case came to the conclusion that, in substance, the plaintiffs were seeking to withdraw the amount lying in fixed deposit and were consequently liable to pay court fee on the value of the fixed deposit. This Court refused to interfere with the conclusion reached by the trial Court.

10.The facts of the present case are entirely different. Here, the plaintiffs have not sought any declaration regarding title or recovery of the suit property. They have only sought a declaration that the Will and the Settlement Deed are null and void and a consequential permanent injunction. Even if the reliefs sought are granted, the plaintiffs would not become entitled to recover possession of the property, nor could they initiate execution proceedings for delivery of possession on the strength of such a decree.

11.On the other hand, in the case relied upon by the petitioners, once the plaintiffs were declared to be the legal heirs, they could directly approach the bank and withdraw the fixed deposit. Therefore, the ratio laid down in the said decision has no application to the facts



C.R.P(MD)No.1914 of 2026

WEB COPY

of the present case. Likewise, the other decision relied upon by the learned counsel for the petitioners is also distinguishable on facts and does not advance the case of the petitioners.

12. In the light of the foregoing discussion, I am unable to accept the contentions raised by the petitioners. Accordingly, the Civil Revision Petition stands dismissed. No costs. Consequently, the connected Miscellaneous Petition is closed.

22.07.2026

Index :Yes / No
Internet :Yes / No
NCC :Yes / No
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To

- 1.The II Additional District Munsif Court, Tirunelveli.
2. The Section Officer,
VR Section,
Madurai Bench of Madras High Court,
Madurai.



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C.R.P(MD)No.1914 of 2026

S.SOUNTHAR, J.

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