



2026:DHC:6697



* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

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*Reserved on: 14th May, 2026
Pronounced on: 14th August, 2026*

CNR No : DLHC010347742023

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RFA 711/2023

SMT PUSHP LATTA @ PUSHPA

W/o Late Shri Tara Singh,
R/o 127B, Shyam block, Kailash Nagar,
Gandhi Nagar, Delhi

.....Appellant

Through: Mr. Dinesh Kumar, Ms. Parinita
Rout, Advocates

versus

DEVENDER MOHAN SINGH

S/o Late Shri Tara Singh
R/o 127B, 2nd floor, Shyam Block, Kailash Nagar,
Gandhi Nagar, Delhi

.....Respondent

Through: Mr. Nikhil Tyagi and Ms. Kirti
Sharma, Advocates

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RFA 712/2023

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W/o Late Shri Tara Singh,
R/o 127B, Shyam block, Kailash Nagar,
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.....Appellant

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versus

SMT. POONAM SINGH

W/o Devender Mohan Singh
R/o 127B, 2nd floor, Shyam Block, Kailash Nagar,
Gandhi Nagar, Delhi



2026:DHC:6697



.....Respondent

Through: Mr. Nikhil Tyagi and Ms. Kirti
Sharma, Advocates

CORAM:**HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA****J U D G M E N T****NEENA BANSAL KRISHNA, J.**

1. The aforesaid two Regular First Appeals under Order XLIII Rule 1A of the Code of Civil Procedure, 1908 (*hereinafter referred to as "CPC"*) have been filed by the Appellant against the common Order dated 17.07.2023 *whereby the Application under Order VI Rule 17 CPC seeking amendment of the plaint was dismissed and the Suit was rejected* under Order VII Rule 11 CPC on account of non-payment of the *ad volarem* fees.
2. The Plaintiff/Appellant instituted *Civil Suit No. 44/2020* seeking ***Cancellation of Gift Deed dated 27.06.2018, Declaration*** that plaintiff is the owner and **Permanent Injunction** for restraining the defendant from creating third party rights in the suit property.
3. The Plaintiff had asserted that she was the absolute owner of property bearing No. 127-B, Shyam Block, Kailash Nagar, Gandhi Nagar, Delhi admeasuring 50 sq. yards *by virtue of GPA, Agreement to Sell, etc. executed by Satinder Singh, son of Attar Singh*. It was the *self-acquired property* of the Plaintiff, which she had acquired from her own savings and funds.
4. The Plaintiff had two daughters, Kanchan Rani and Rekha, and one son, Devender Mohan Singh. The husband of the Plaintiff had expired, about 22 years ago.



5. For about the last two years, Defendant Devender Mohan Singh, her son, had been exerting pressure upon her to execute the Sale Deed in his favour, which she outrightly refused. Thereafter, he started requesting the Plaintiff to execute the Will. Ultimately, the Defendant succeeded in winning the confidence of the Plaintiff, who agreed to execute the Will in his favour. He assured her that he would take care of the divorced daughter, Kanchan Rani and that, in case the Plaintiff was not satisfied with his services, she could cancel the Will and execute a fresh Will.

6. Accordingly, on 26.06.2018, Defendant took the Plaintiff to the office of Sub-Registrar on the pretext of execution of a Will in his favour. They were accompanied by *Kanchan Rani* who was one of the witness to the document. The document was registered on 27.06.2018.

7. Thereafter, the behaviour and attitude of Defendant and his wife became even more cordial towards the Plaintiff and her divorced daughter and they provided all the love, affection, respect and regard to the Plaintiff as well as the daughter. This gave an impression to the Plaintiff that she had not made any mistake in executing the Will in favour of the Defendant.

8. On the request of Defendant, she was again taken to the office of the Sub-Registrar on 05.10.2018 on the *pretext of execution of a Will* in favour of his wife in respect of another property bearing No. IX/2939, 3rd Floor, Dharam Pura, Gandhi Nagar, New Delhi admeasuring 46 sq. yards.

9. Satisfied with the services given by the Defendant and his wife, she **believed that she was executing a Will in favour of the wife of the Defendant, which was registered on 08.10.2018.** However, at that time she was not aware of the fraud committed upon her by the Defendant and his wife who had got the Gift Deed executed **in favour of the wife of the**



Defendant, instead of the Will; a fact which came to the knowledge of the Plaintiff, subsequently.

10. For a few months after the execution of the documents, everything remained cordial and normal. In the month of December 2019, when the Plaintiff went to take the rent of the fourth floor of the property from the tenant, she was informed that the *rent was already being collected by the Defendant and his wife*, who had instructed the tenant to pay the rent in future directly to the Defendant.

11. The Plaintiff confronted the Defendant, on which the Defendant and his wife showed their true colors and told her that they were the owners of the suit property and the Plaintiff had no right to collect rent from the tenant. Thereafter, the Defendant and his wife asked the Plaintiff and her daughter *to vacate the property* as well as another property bearing No. IX/2939, 3rd Floor, Dharam Pura, Gandhi Nagar, New Delhi.

12. The Plaintiff told the Defendant and his wife that she would cancel the Will executed by her in their favour and would execute a fresh Will, on which, she was informed that she had already executed Gift Deeds and therefore had no right, title in respect of the properties to execute any further document.

13. The Plaintiff then approached the Office of the Sub-Registrar on 16.12.2019 and obtained the certified copy of the document, in the end of December 2019. It was then revealed to her that a fraud had been committed by the Defendant and his wife in getting the Gift Deeds executed, instead of the Wills.

14. The Plaintiff claimed that the Defendant and his family were in possession of the second floor and the remaining portion was in possession



of the Plaintiff. She had given the third floor on security basis and let out the fourth floor to a tenant @ Rs.6,000/- per month, but since December 2019, the Defendant and his wife had been *forcibly collecting the rent* from the tenant. The Defendant and his wife were also in a hurry to create third party rights by virtue of the Gift Deed dated 27.06.2018.

15. The Plaintiff thus, filed the *Suit for cancellation of Gift Deed dated 27.06.2018 and to pass a declaration in favour of the Plaintiff, declaring her the absolute owner of the suit property. She also sought permanent injunction to refrain the Defendant from creating third party rights in the suit property.*

16. Thereafter, ***an Application under Order VI Rule 17 CPC*** was filed by the Plaintiff, for amendment of the plaint. She intended to insert in Paragraph 5 of the plaint, that the Gift Deed showed payment of consideration of Rs.29,60,000/-, but the same had in fact, never been paid by the Defendant to the Plaintiff at any stage. She further wanted prayer Clause (a) seeking the cancellation of the Gift Deed to be deleted and **instead wanted prayer (b) seeking declaration to be modified to declare that the Gift Deed dated 27.06.2018 executed in favour of the Defendant, be declared null and void as being obtained by fraud, misrepresentation, deception, breach of trust and for non-payment of consideration, to be added.**

17. The learned ADJ, in the Order dated 17.07.2023 observed that the perusal of the Gift Deed reveals that it is valued at Rs.29,60,000/-, though the Suit has been valued at Rs.200/- and *no ad valorem Court Fees has been paid*. It was observed that despite repeated opportunities, ***neither the Court Fee was paid nor an amendment of the Suit was sought.***



18. The Plaintiff at that stage moved an Application under Order VI Rule 17 CPC seeking amendment of the plaint. However, the learned Trial Court observed that the Court Fees had not been filed and the Application was not accompanied with the proposed amended plaint. Consequently, the Application under Order VI Rule 17 CPC was dismissed. The Suit was also rejected on account of non-payment of *ad valorem* Court Fee, under **Order VII Rule 11 CPC**.

19. *The Plaintiff thus, filed the aforesaid two Appeals to challenge the dismissal of the Application under Order VI Rule 17 CPC. and also the rejection of the Suit under Order VII Rule 11 CPC.*

20. The **grounds of challenge** are that even though an Amendment Application had been filed by the Plaintiff on 17.07.2023 seeking the amendment of the plaint, the learned Trial Court dismissed the Amendment Application on the same day, i.e., 17.07.2023, thereby causing serious prejudice to the Appellant, as the impugned order was in violation of the principles of law and the procedure as settled by the Court.

21. The Suit was at the initial **stage** and on 26.09.2022 was fixed for filing of replication and framing of issues. Therefore, the Amendment Application should not have been rejected **summarily**.

22. Furthermore, the rejection of the Suit suffers from error, defect and irregularity affecting the decision of the Court. It is, therefore, submitted that the impugned Order dismissing the Application under Order VI Rule 17 CPC and rejecting the Suit under Order VII Rule 11 CPC, be set aside.

23. The **Respondent in his Written Submission** submitted that even if the prayer for cancellation of the Gift Deed was amended and deleted, then too, the Appellant was required to pay the Court Fee on the prayer of



declaration sought by her. Therefore, the impugned Order does not suffer from any infirmity and the Appeals are liable to be dismissed.

24. The **Respondent-Devender Mohan Singh in RFA No. 711/2023**, against whom the appeal challenging the Order dismissing the Amendment Application dated 17.07.2023 has been filed, stated that as per Section 7(iv)(c) of the Court Fees Act, the ad valorem Court Fees is required to be deposited, to obtain a declaratory decree or Order where the consequential relief is claimed. Therefore, the Appellant was seeking cancellation of the Gift Deed and was required to pay ad valorem Court Fees as has been held in the case of Suhrid Singh alias Sardool Singh v. Randhir Singh and Ors., (2010) 12 SCC 112 and reaffirmed in Geeta Omre v. Chandrakanta Rai & Anr. in Misc. Petition No. 655/2021; Bhanu Chaudhary v. Geeta Rani, CM(M) 2002/2024, Satyam & Anr. v DDA & Ors. in CS(OS) 402/2022 and Subhash Chandra Jarodia v. Vijayinder Kumar and Ors. in CS(OS) 441/2023.

25. It is, therefore, submitted that there is no error in the impugned Order and the two Appeals are liable to be dismissed.

Submissions heard and record perused.

26. The Plaintiff/Appellant in her two Suits, had sought **cancellation of the Gift Deed dated 27.06.2018** executed by her in favour of the Defendant, Mr. Devender Mohan Singh and **the Gift Deed dated 05.10.2018** in favour of her daughter-in-law, Ms. Poonam Singh; **a declaration** that she is the absolute owner of the Suit Property and **Permanent Injunction** restraining the Defendant from creating third party rights in the Suit Property.



27. The **first aspect for consideration** is the court fee payable on the reliefs that have been sought by the Plaintiffs.

28. The relevant part of Section 7 of the Court Fee Act, reads as under;

*"7. Computation of fees payable in certain suits –
The amount of fee payable under this Act in the suits next
hereinafter mentioned shall be computed as follows: -*

(iv) In suits –

*(c) for a declaratory decree and consequential relief – to
obtain a declaratory decree or order, where
consequential relief is prayed,*

*according to the amount at which the relief sought is
valued in the plaint or memorandum of appeal.*

*In all such suits the plaintiff shall state the amount at
which he values the relief sought."*

29. Section 7 had been amended by the Court Fees (Punjab Amendment) Act, 1957, which is as under:

30. **Amendment of Section 7 of the Act VII of 1870-**

In the proviso to Clause (iv) of Section 7 of the Court Fees Act, 1870 (Act VII of 1870), as subsequently amended in its application to the Union Territory of Delhi (hereinafter referred to as the "principal Act"), for the word "ten" the word "thirteen" shall be substituted.

31. This was adopted *vide* Notification dated 21.07.1959, by Union territory of Delhi. According to this amendment, a proviso was added to Clause (iv) of Section 7, to read as under:-

*"Provided further that in suits coming under sub-clause (c),
in cases where the relief sought 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 this section.”

32. Therefore, it is clear that in a Suit for a declaratory decree with consequential relief with reference to any property falling under Section 7(iv)(c) of the Court Fees Act, the Plaintiff is required to state the amount at which he values the relief sought and pay the ad valorem court fee thereon; and such valuation shall not be less than the value of the property calculated in the manner provided for by clause (v) of Section 7.

33. The first aspect is to understand the distinct between the Relief of cancellation and Declaration and Court Fee payable on the two reliefs.

34. The Supreme Court in the case of Suhrid Singh alias Sardool Singh v. Randhir Singh and Others, (2010) 12 SCC 112, *had explained the distinction between a declaration and cancellation of a document and also the court fee payable in the two circumstances.* It has been explained that where the executant of the Deed wants it to be annulled, he has to seek cancellation of the Deed, for which ad valorem court fee is required to be paid. However, if the non-executant seeks annulment of a Deed, then he needs to seek a declaration that the Deed is invalid or not binding on him. If the non-executant is in possession of the Suit Property, he has to pay a fixed court fee under Article 17(iii) of the Second Schedule of the Act. However, if the non-executant is not in possession and he seeks not only a declaration that the Deed is invalid, but also the consequential relief of possession, then *ad valorem* court fee as provided under Section 7(iv)(c) of the Act is payable.

35. In Surhid Singh (supra), it was thus, observed as under:-



8. 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.

9. In this case, there is no prayer for cancellation of the sale deeds. The prayer is for a declaration that the deeds do not bind the “coparcenary” and for joint possession. The plaintiff in the suit was not the executant of the sale deeds. Therefore, the court fee was computable under Section 7(iv)(c) of the Act. The trial court and the High Court were therefore not justified in holding that the effect of the prayer was to seek cancellation of the sale deeds or that therefore court fee had to be paid on the sale consideration mentioned in the sale deeds.”

(Emphasis Supplied)

36. Therefore, for the purpose of adjudicating the quantum of Court fee payable in a given situation, the nature and the substance of the relief sought in the Plaint have to be considered.

37. In this context, it may also be observed that where in addition to a declaration a consequential relief is also sought, a fixed court fee may be payable on the relief of declaration; however, the consequential relief has to be considered for the purpose of payment of court fee.

38. The term ‘consequential relief’ was explained in the case of Chief Inspector of Stamps U.P. v. Mahanth Laxmi Narain, 1969 SCC OnLine All 225. It was stated that Section 7(iv)(a) applies to a Suit to obtain a declaratory relief or decree in which a consequential relief is prayed. The



Suit must principally be for a Declaration, though some other relief may also be claimed. *Where two reliefs are claimed, it needs to be considered whether they constitute one composite relief or two distinct reliefs.* The words “*consequential relief*” imply that the other reliefs should be such as to flow directly from the Declaration which the Plaintiff desires to be made. *This means that the Plaintiff should be entitled to the other relief only as a necessary consequence or result of the granting of the declaratory relief.* The other reliefs must be so dependent on the declaratory relief that they cannot be allowed if the principal relief is refused. It was observed as under:

“Sec. 7(iv)(a) applies to a suit to obtain a declaratory decree or order in which a consequential relief is prayed. The suit must principally be for a declaration and in that suit some other relief should also be claimed. The two reliefs may be asked for either as one composite relief or as two distinct reliefs. The words ‘consequential relief’ imply that the other relief should be one which flows directly from the declaration which the plaintiff desires to be made. This means that the plaintiff should be entitled to the other relief only as a necessary consequence or result of the granting of the declaratory relief. The other relief must be so dependent on the declaratory relief that it cannot be allowed if the principal relief is refused.”

39. It was further explained that where the relief of Injunction for restraining the Defendants from obstructing the Plaintiff is sought, in addition to the Declaration of not being bound by the decision of the



Defendant, then it is evident that the relief of Injunction flows from the relief of declaration and if the Suit for declaration is dismissed, the relief of injunction cannot be decreed. Therefore, the relief of injunction is a consequential relief covered by sub-section (iv)(a).

40. It was further explained in Chief Inspector of Stamps U.P. (supra) that Section 7(iv)(a), provides for three things.

(i) *That the plaintiff shall value the relief according to the value of the consequential relief. This means that the declaratory relief and the consequential relief have to be treated as one relief and the value of such relief has to be the value of the consequential relief;*

(ii) *that, if the consequential relief is capable of valuation, then the plaintiff shall value the relief at an amount according to this valuation; and*

(iii) *that, if the consequential relief is incapable of valuation, then the plaintiff shall value the relief at an amount which is the value of the immovable property computed in accordance with sub-sec. (v), (v-A) or (v-B) as the case may be. Upto this stage there is no dispute. The controversy is over the meaning of the words "relief is incapable of valuation". On the one hand, it is said that these words mean that the relief should be incapable of valuation under any provision of the Act. On the other hand, it is asserted that these words mean that the relief should be incapable of market or economic valuation.*

41. It was further held that in a Suit for declaration in which consequential relief of injunction has been prayed, the entire relief has to be valued according to the value of the consequential relief. The question still would be how the consequential relief is to be valued. If it is a relief for Injunction, which is incapable of valuation, then the minimum court fee as prescribed, may be paid.



42. In the case of *Anna Banerjee v. United Provinces of Agra and Oudh*, AIR 1940 Oudh 249, it was held by the Division Bench of the Oudh Chief Court that in a Suit for a declaratory decree where consequential relief is prayed for with reference to immovable property and this consequential relief is incapable of valuation, the amount at which this relief would be valued, is the value of the immovable property computed in accordance with sub-Section (v).

43. The Madhya Pradesh High Court in the case of *Gomati Prasad v. Mahesh Singh*, 2017 SCC OnLine MP 1599, observed that to ascertain whether the consequential relief flows from the declaratory relief or not, the Court must apply the test as to whether the said consequential relief can be claimed independent of the declaratory relief, as a substantive relief or not. All injunctions in a Suit, do not necessarily flow from the relief of declaration. When a person is in possession of the Suit Property in his own right and approaches the Court seeking that a declaration be given that the Property belongs to him, along with the Injunction to restrain the other party from interfering in his possession, the Plaintiff is not required to pay ad valorem court fee as the relief of injunction can be claimed independently and ceases to be a consequential relief. Even if the Court is of the opinion that the Declaration cannot be made in favour of the Plaintiff, then too, the Court may grant injunction in favour of the person, who is in settled possession. In such a case, Section 7(iv)(d) of the Act would not apply for the purpose of valuation of the Suit and Article 17 of Schedule II of the Act, would govern the Court fee for the said declaration.

44. Similar observations were made in *Sanik Nagar Durga GH Samiti v. Indore City Improvement Trust*, (1983) MPWN 56, wherein the Madhya



Pradesh High Court found that the Plaintiff was claiming two distinct reliefs, one of declaration of title and the other of a preventive injunction. It was held that the relief of injunction was not consequential to the relief of declaration, because even without the relief of declaration, the Plaintiff was entitled to the relief of injunction. It was held that they were two different and separate reliefs.

45. From the aforesaid discussion, it emerges that for a Suit filed for declaration with a consequential relief, it has to be considered whether the reliefs sought in addition to the declaration, can flow directly from the declaration or are independent reliefs, for the purpose of ascertaining whether the court fee would be payable under Article 17 of Schedule II, which provides for a fixed court fee or whether the ad valorem court fee would be required to be paid under Section 7(iv)(a) as the consequential relief flows directly from the declaration.

46. Therefore, what has to be seen in a given case is whether the relief which has been prayed for is *a consequential relief* and whether it is capable of valuation or not. When the Act itself provides the manner or method of valuation of a particular relief, then how can it be said that the said relief is incapable of valuation. If the consequential relief is capable of valuation, then it must be valued according to the said provision of the Court Fee Act, but if it is not specifically provided for in the Act and is not capable of valuation under the Act, it must be valued according to the value of the immovable property in respect of which it has been prayed.

47. Having discussed the aforesaid law in regard to the court fee payable in a Suit for declaration and other reliefs, the facts of the present case are required to be considered.



48. From the prayers in the Plaint, it is evident that the relief sought includes Cancellation of the Gift Deed and a declaration that the Gift Deed is null and void in favour of the Plaintiff, and the other reliefs sought include a Declaration that the Plaintiff is the absolute owner of the Suit Property. A Permanent Injunction has also been sought to restrain the Defendants from creating third party rights in the suit property.

49. It is evident from the prayers made that the specific relief of cancellation of Gift Deed has been sought, accompanied by the declaration that the Plaintiff is the absolute owner and thereby seeking to restrain the Defendants from creating third party rights in the Suit Property. The relief of Injunction cannot be granted independent of the declaratory suit. It is not a suit for a simplicitor declaration on which the fixed court fee is required to be paid. Consequently, the Plaint is required to be valued in accordance with Section 7 (iv)(a) of the Court Fees Act.

50. The learned Trial Court had, therefore, rightly observed that the ad valorem court fee is payable on the reliefs claimed by the Plaintiff/Appellant.

51. However, it may be noted that the learned Trial Court observed in the impugned Order dated 17.07.2023 that despite repeated opportunities given to the Plaintiff, she had neither paid the court fee nor amended the Suit. However, the record reflects that the issue of payment of court fee was raised for the first time on 02.02.2023, wherein the Court had observed that a clarification was required in regard to the court fee. Thereafter, on 12.07.2023, an opportunity was given to the Plaintiff to pay the court fee. Thereafter, on 17.07.2023, by observing that innumerable opportunities had



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already been given for paying the court fee and to move an amendment Application, the Suit was rejected under Order 7 Rule 11 CPC.

52. Pertinently, the record shows that it has been incorrectly observed that repeated opportunities had been given to pay the court fee, whereas no time frame for payment of the court fee, was given by the learned Trial Court. Furthermore, though it was observed that no amendment Application had been filed, the same had been filed on 17.07.2023 itself and, without considering the merits of the Application, the same was dismissed on the technical ground that it was not accompanied with a proposed amended Plaint, despite an opportunity having been given to the Plaintiff to cure the technical objection.

Conclusion:

53. In view of the aforesaid, the **impugned Order dated 17.07.2023 is hereby set-aside** with the directions to the learned District Judge, to consider the amendment Application under Order 6 Rule 17 CPC on merits and also to pass a reasoned Order in regard to the court fee payable on the amended reliefs as may be claimed by the Plaintiff.

54. The parties are directed to appear before the learned District Judge, Shahdara, KKD, on 01.09.2026

**(NEENA BANSAL KRISHNA)
JUDGE**

AUGUST 14, 2026
N/RS