

IN THE HIGH COURT OF PUNJAB & HARYANA
AT CHANDIGARH

Civil Revision No.2849 of 2013

Date of Decision:-12.01.2015

Gurdas Mal.

.....Petitioner.

Versus

Harbhajan Singh & Ors.

.....Respondents.

CORAM:- HON'BLE MR. JUSTICE JASWANT SINGH

Present:- Mr. Veneet Sharma, Advocate for the Petitioner.

Mr. K.S. Rekhi, Advocate for respondents Nos.1 to 3.

None for respondent Nos.4 to 6.

Service of respondent No.7 dispensed with,
vide order dated 23.08.2013.

JASWANT SINGH, J.(ORAL)

Plaintiff is in revision aggrieved against the order dated 14.02.2013 (P-3) passed by the learned Civil Judge(Jr. Divn.), Amritsar whereby the application filed by defendant nos.1 to 3 under Order 7 Rule 11 CPC for the payment of Ad Valorem Court Fees has been allowed.

Learned Counsel for the petitioner has argued that from the facts and circumstances of the case in hand, it is apparent that the plaintiff is not required to pay Ad Valorem Court Fees because he is not the executant of the sale deed but it is the power of attorney holder who has executed the sale deed and through the present suit, the petitioner/plaintiff has challenged

that power of attorney as well.

On the other hand, learned Counsel for respondent Nos.1 to 3 has argued that the order passed by the learned trial Court does not suffer from any illegality or perversity and thus the present petition is devoid of any merit and the same deserves to be dismissed.

After hearing learned Counsel for the parties and perusing the paper book, this Court is of the considered view that the present petition is devoid of any merit and the same deserves to be dismissed.

It is apparent from the record that the plaintiff has challenged the registered power of attorney dated 11.08.2011 and consequent sale deed dated 18.11.2011 executed by the power of attorney holder in favour of the defendants. The Hon'ble Supreme Court in **Suhrid Singh @ Sardool Singh Vs. Randhir Singh & Ors. 2010(12) SCC 112** in para no.6 has clearly held that if the executant of the deed seeks cancellation of the deed, he has to pay Ad Valorem Court Fees on the consideration stated in the sale deeds. In the present case, although, the plaintiff is challenging the power of attorney dated 11.08.2011 whereby his power of attorney allegedly entered into the sale deed in favour of defendant no.2/respondent no.2, it is to be presumed until and unless that power of attorney is set aside with all acts and deeds have been done by the plaintiff himself through his power of attorney holder and it is to be taken as if the plaintiff was himself the executant of the sale deed dated 18.11.2011 until and unless the power of attorney is set aside on the grounds mentioned in the suit.

In view of the above, finding no merit in the present revision petition, the same is hereby dismissed. However, the learned counsel for the petitioner has prayed for sometime to pay the Ad Valorem Court Fees on the

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sale deed dated 18.11.2011. Accordingly, the plaintiff is granted two months time from the date of receipt of the certified copy of this order for paying the Ad Valorem Court Fees.

**(JASWANT SINGH)
JUDGE**

January 12, 2015

Vinay/Gagan