

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGRH

CR No. 6880 of 2012(O&M)
Date of decision: 7.12.2015

Kamla and another

.....Petitioners

versus

Shri Ram and others

.....Respondents

Coram: Hon'ble Mr. Justice Amit Rawal

Present: Mr.Rakesh Dhiman, Advocate for the petitioners.

Mr. N.D.Achint, Advocate for the respondents No.1, 19 and 20.

1. Whether reporters of local papers may be allowed to see the judgment?
2. To be referred to the reporters or not?
3. Whether the judgment should be reported in the digest?

Amit Rawal, J.(Oral)

The petitioner-plaintiff is aggrieved of the order impugned whereby he has been called upon to pay ad valorem court fee on an application filed by the respondent-defendant (subsequent defendants).

Mr.Rakesh Dhiman, learned counsel appearing on behalf of the petitioners submits that petitioners are not the party to the sale deed as the sale deed has been executed by the father during the pendency of the suit and therefore, as per the amended suit, relief sought is that sale deed cannot be binding upon them. In essence, it is the only declaration that has been sought and therefore, plaintiff cannot be called upon to pay ad valorem court fee i.e. on the basis of the sale deed.

Learned counsel appearing on behalf of respondent-defendant

submits that relief sought in the suit tantamounts to cancellation of sale deed and therefore, petitioners should pay the court fee on the market value of the land.

I have heard learned counsel for the parties and appraised the paper book.

Prayer Clause in the suit reads as under:

“Hence, it is prayed that a decree for declaration be granted to the effect that sale deeds bearing vasikas No.213 to 226 dated 14.5.2007 and No.1855 dated 18.12.2007 alleged to have been executed by defendant No.1 in favour of defendants No.2 to 20 and the mutations if any on the basis thereof in respect of suit land are illegal, null and void, nonest void *abinitio* and nullity in the eyes of law and having no binding effect upon the rights of the plaintiffs and are thus, liable to be set aside and cancelled and defendants have got no right title or interest in the suit land on their basis and as a consequence a decree for permanent injunction restraining the defendant from alienating the suit property detailed in para No.1 of the plaint, without legal necessity or in any manner, to any body else may kindly be granted in favour of the plaintiffs and against the defendant with costs.

In case, the defendant succeeds in alienating the suit land during the pendency of the suit in favour of any body else in that event, a decree of mandatory injunction directing to treat the aforesaid sale to be illegal and not binding on the right of the plaintiffs and the same is liable to be dismissed.”

In view of the prayer clause, it is evident that relief sought by the petitioner that sale deed are not binding upon them and seeking declaration to the effect that sale deeds viz.a.viz be declared null and void and do not have binding effect upon the rights of the petitioners. In my

view, it does not amount to cancellation of sale deed, moreover, it is admitted position of law that petitioners-plaintiffs are not party to the sale deed and therefore, can not be allowed to pay ad valorem court fee.

In view of the aforementioned facts, impugned order is set aside and the revision petition is allowed.

7.12.2015

Meenu

(AMIT RAWAL)
JUDGE