

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

**CR No.1197 of 2019(O&M)
Date of Decision: 20.02.2019**

Smt. Laxmi Devi

.....Petitioner

Versus

Ashok Kumar and others

.....Respondents

CORAM: *HON'BLE MR. JUSTICE RAJ MOHAN SINGH*

Present:Mr. Abhimanyu Batra, Advocate
for the petitioner.

RAJ MOHAN SINGH, J.

[1]. This revision petition has been filed against the order dated 02.01.2019 passed by Civil Judge (Junior Division), Hansi vide which application under Order 7 Rule 11 CPC filed by respondents No.4 to 7 was partly allowed and the petitioner was directed to affix *ad valorem* Court fee on the sale consideration of sale deed No.5057 dated 25.10.2013 to which plaintiff/petitioner was an executant.

[2]. Petitioner being executant of sale deed No.5057 dated 25.10.2013 has challenged the same on the ground of fraud.

[3]. In view of **Suhrid Singh @ Sardool Singh Vs.**

Randhir Singh and others, 2010(2) RCR (Civil) 564, if the executant of an instrument seeks to get it annulled, he is required to pay Court fee as per consideration shown in the instrument. Plaintiff being executant of the sale deed, in the event of seeking cancellation of said deed, has to pay *ad valorem* Court fee on the consideration stated in the sale deed. As per ratio laid down in **Suhrid Singh @ Sardool Singh's case (supra)**, second principle is attracted only where non-executant in possession sues for declaration that the deed is null and void and does not bind him. In such eventuality, he has to pay a fixed Court fee of Rs.19.50 under Article 17(iii) of Second Schedule of the Act. As per third principle, if a non-executant not in possession sues not only for declaration, but also seeks possession as a consequential relief, then he has to pay *ad valorem* Court fee as provided under Section 7(iv)(c) of the Act. Ratio laid down in **Suhrid Singh @ Sardool Singh's case (supra)** has set at naught the controversy with regard to all the three circumstances.

[4]. In the instant case, the plaintiff is an executant of sale deed No.5057 dated 25.10.2013. The case is covered under first principle of **Suhrid Singh @ Sardool Singh's case (supra)**. Even if, the plaintiff/petitioner sues on the basis of fraud, even then, in view of judgment passed by the Hon'ble

Apex Court in **CA No.8880 of 2015** arising out of **SLP(C) No.16313 of 2015** titled **M/s Omax Construction Ltd. Vs. Dharam Singh and others** decided on 26.10.2015, he has to pay Court fee according to first principle of **Suhrid Singh @ Sardool Singh's case (supra)**.

[5]. The expression "law" occurring in Order 7 Rule 11(d) CPC includes judicial decisions of the Hon'ble Apex Court. The authoritative pronouncement of the Hon'ble Apex Court is the law of land. The law declared by Hon'ble Apex Court under Article 141 of the Constitution of India is the law of land. Law includes not only legislative enactments, but also judicial precedents. Reference can be made to **Virender Kumar Dixit vs. State of U.P., 2014(9) ADJ 506** and **Bhargavi Constructions and another vs. Kothakapu Muthyam Reddy and others, 2017(4) RCR (Civil) 359.**

[6]. In view of aforesaid proposition of law, the view expressed in **Niranjan Kaur Vs. Nirbigan Kaur, (1982) PLR 127** cannot be relied. In **Balwan Singh Vs. Premo Devi and another, 2017(3) Law Herald 2143**, the judgment passed by the Hon'ble Apex Court in **M/s Omax Construction Ltd. Vs. Dharam Singh and others' case (supra)** was not brought to the notice of the Court.

[7]. For the reasons recorded hereinabove, there is no error

of jurisdiction in the impugned order dated 02.01.2019 passed by Civil Judge (Junior Division), Hansi. This revision petition is accordingly dismissed.

20.02.2019

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(RAJ MOHAN SINGH)
JUDGE

Whether reasoned/speaking
Whether reportable

Yes/No
Yes/No