

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

C.R. No.7100 of 2017 (O&M)

Date of Order:22.09.2023

Mewa Devi and others

.Petitioners

Versus

M/s Rangoli Buildtech (P) Ltd. and another

..Respondents

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present: Mr. Ram Pal Verma, Advocate, for the petitioners.

Mr. Rahul Garg, Advocate, for respondent no.1

ANIL KSHETARPAL, J

The dispute with regard to the liability of the petitioners to pay the ad-valorem court fee on the sale deeds which were sought to be annulled, through the present suit has come up for consideration.

While deciding the application under Order VII Rule 11 CPC, the Court has directed the plaintiffs to affix the ad-valorem court fee as they have stepped into the shoes of vendor of the sale deeds.

This Bench has heard the learned counsels representing the parties at length and with their able assistance perused the paper book.

It is not in dispute that Sh. Mange Ram was the owner of the property. He after the receipt of the entire sale consideration executed various documents including General Power of Attorney in favour of Mr. Yogesh Nagpal, who, in turn, executed two sale deeds in favour of defendant no.1. Now the suit has been filed claiming that the aforesaid General Power of Attorney was never executed by late Sh. Mange Ram.

By filing the suit, the plaintiffs have prayed for the following relief:-

“It is, therefore, respectfully prayed that a decree for declaration to the effect that the plaintiffs are co-owners in possession of the land as mentioned in para number 1(i) and 1(ii) of the plaint and GPA numbers 116 and 117 both dated 27.05.2005, sale deed numbers 8287 and 8328 both dated 13.10.2005 and mutation no.11295 sanctioned on 24.11.2005 and mutation no.1408 sanctioned on 11.07.2007 are wrong, illegal, null and void and are not binding upon the plaintiffs and are liable to be set aside in respect of the land as mentioned in para number 1 of the plaint, may kindly be passed in favour of the plaintiffs and against the defendants or

In the alternative, if it is proved that the plaintiffs are not in possession of the suit land (though not admitted) then a decree for joint possession in respect of the land as mentioned in para number 1 of the plaint may kindly be passed.

It is further prayed that a decree for permanent injunction restraining the defendant no.1 from changing the nature of the suit land and from alienating, mortgaging or creating any charge over the suit property as mentioned in para no.1 of the plaint may kindly be passed in favour of the plaintiffs and against the defendants.”

On examining the sale deeds, the trial court has observed that the plaintiffs are not in possession of the property as the possession was delivered to the vendees.

The learned counsel representing the petitioners does not dispute that the plaintiffs have stepped into the shoes of late Sh. Mange Ram who was their predecessor-in-interest. Thus, they have stepped into the shoes of the executant.

In ***Suhrid Singh alias Sardool Singh vs. Randhir Singh and***

others, (2010) 12 SCC 112, the Hon'ble Supreme Court has held that if the sale deeds are sought to be annulled by the executant then ad-valorem court fee is payable. Similar view was taken by the Full Bench of this Court in Niranjana Kaur vs Nirbighna Kaur, AIR, 1981 P&H 368.

Keeping in view the aforesaid facts and discussion, no ground to interfere is made out.

Dismissed.

All the pending miscellaneous applications, if any, are also disposed of.

September 22, 2023

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(ANIL KSHETARPAL)

JUDGE

Whether speaking/reasoned

Whether reportable

:YES/NO

:YES/NO