

2024:PHHC:014914

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

**CR No.6798 of 2023
Date of Decision: 05.02.2024**

Satnam Singh and another

...Petitioners

Versus

Jage Ram and others

...Respondents

CORAM: *HON'BLE MRS. JUSTICE MEENAKSHI I. MEHTA*

Argued by:- Mr. Deepak Aggarwal, Advocate
for the petitioners.

MEENAKSHI I. MEHTA, J.

By filing the instant revision-petition under Article 227 of the Constitution of India, the petitioners-plaintiffs (here-in-after to be referred as 'the plaintiffs') have laid challenge to the order passed by learned Civil Judge (Junior Division), Ambala (for short 'the trial Court') on 08.08.2023 in *Civil Suit No.1023 of 2019* titled as '*Satnam Singh and another vs. Jage Ram and others*', whereby the application (Annexure P-2), as moved by the respondent-defendant No.1 (here-in-after to be referred as 'defendant No.1') under Order 7 Rule 11 CPC for seeking rejection of the plaint on account of the non-affixation of the *ad-valorem* court-fee thereon, has been allowed and they (plaintiffs) have been directed to make good the deficiency in the court-fee accordingly.

2. Shorn and short of unnecessary details, the facts, culminating in the filing of the present revision-petition, are that the plaintiffs filed the afore-referred Civil Suit against the respondents-defendants for seeking a

decree for declaration to the effect that the sale-deed dated 26.02.2019, as allegedly executed by defendants No.1 and 2, being their Attorneys, in favour of the respondent-defendant No.3 in respect of the suit property, was illegal, null and void and they also prayed for the consequential relief of permanent injunction to restrain the defendants from interfering in their ownership and possession over the said property and from alienating or creating any charge on the same and averred that they had executed the Special Power of Attorney in favour of defendant No.1 on 31.12.2008, to sell the suit property but on 08.12.2010, he (defendant No.1) fraudulently gave the Power of Attorney to defendant No.2 for the above-said purpose. However, around the year 2014-15, they lost faith in both these defendants and therefore, they revoked the afore-mentioned Special Power of Attorney but thereafter, they came to know that defendant No.2 had executed the above-said sale-deed in favour of defendant No.3 for a consideration of Rs.12 lac and they (plaintiffs) were not paid even a single penny out of this amount and they were still in possession over the said property. Defendant No.1 filed the afore-referred application (Annexure P-2), with the prayer for rejection of the plaint which has been allowed vide the impugned order, as already indicated in the opening para of this judgment.

3. I have heard learned counsel for the petitioners-plaintiffs in this revision-petition, at the preliminary stage and have also gone through the file carefully.

4. Learned counsel for the plaintiffs has contended that defendants No.1 and 2 have fraudulently sold the suit property to defendant No.3 vide the sale-deed under challenge and have not paid anything to the plaintiffs out

of the amount of sale consideration and the plaintiffs are still in possession over the said property and since they (plaintiffs) have challenged the above-said sale-deed on the ground of fraud, therefore they are not required to affix *ad-valorem* court-fee on the plaint and in these circumstances, it is explicit that the impugned order is not legally sustainable and hence, it deserves to be set-aside. To buttress his contentions, he has placed reliance upon the verdicts as rendered by the Co-ordinate Benches in *Harbans Kaur versus Amrik Singh @ Beer Singh, 2015(4) R.C.R. (Civil) 770* and *Surjit Singh versus Karamjit Kaur, C.R. No.3633 of 2011, decided on 16.02.2012 (Law Finder DocId # 363549)*.

5. However, the afore-raised contentions are bereft of any force because a bare perusal of the plaint (Annexure P-1) reveals that in its head-note itself, the plaintiffs have specifically mentioned about the factum of the alleged execution of the sale-deed in dispute by defendants No.1 and 2, being their (plaintiffs') Attorneys. Though, in Para No.5 therein, they have pleaded that they had lost faith in these defendants and had revoked the Power of Attorney executed in their favour but they have not disclosed the date and mode of such revocation. It being so, the execution of the disputed sale-deed by defendants No.1 and 2 in favour of defendant No.3 has to be construed as its execution on their (plaintiffs') behalf and therefore, they have to be considered to be the executants thereof.

6. The verdicts rendered by the Co-ordinate Benches in *Harbans Kaur (supra)* and *Surjit Singh (supra)* are of no avail to the plaintiffs in view of the observations made by Hon'ble Supreme Court in *Suhrid Singh @ Sardool Singh vs. Randhir Singh and ors, AIR 2010 (SC) 2807*, to the

effect that “*if the executant of the deed seeks the cancellation of the deed, he has to pay the ad-valorem court-fee on the consideration stated in the sale deed as provided under Section 7(iv)(c) of the Court-Fees Act.*”

7. As a sequel to the fore-going discussion, this Court is of the considered opinion that the impugned order, as passed on 08.08.2023, does not suffer from any illegality, infirmity, irregularity or perversity so as to call for any interference by this Court. Resultantly, the revision-petition in hand, being *sans* any merit, stands dismissed.

05.02.2024
neetu

(MEENAKSHI I. MEHTA)
JUDGE

Whether speaking/reasoned: *Yes*
Whether Reportable: *No*