IN THE HIGH COURT OF JUDICATURE AT MADRAS

ORDER RESERVED ON : 12 / 11 / 2025

ORDER PRONOUNCED ON : 12 / 02 / 2026

CORAM:

THE HONOURABLE MR. JUSTICE R.SAKTHIVEL

CIVIL REVISION PETITION NO.3712 OF 2018
AND
C.M.P. NO.20639 OF 2018

M/s.G7 Investment Private Limited
Represented by its Director M.Jaganath
Registered Office: 86, Gokul Towers,
M.S. Ramaiya Road,
Bengaluru – 560 054.
Karnataka State. ... Petitioner / Plaintiff

Versus

1.N.Gunasekaran
S/o.Narayanaamy Pilai
196-C, Shyamala Nivas,
Anna Nagar, Kannakurichi,
Salem Town and District – 636 008.

2.Morav Infra Structurals (P) Ltd.,
Represented by its Director G.S.Nandhini
W/o. G.K.Senthilrajan
No.1343, 10th Main Road,
Judicial Layout, GKVK,
Yelahanka, Bengaluru – 560 065.

3.G.K.Senthilrajan
S/o.Gunasekaran
No.1343, 10th Main Road,
Judicial Layout, GKVK,
Yelahanka, Bengaluru – 560 065.

4.Kubera City Developers
Represented by its Managing Director
N.R.N.Neethi Mohan
S/o. N.R.Nathan
No.10, Kaaniyaalar Street,
Thiruvarur Town and Taluk.

5.Minor Maha Prabu
Represented by mother and natural guardian
Amutha Manoharan
Thenvadal 6th Street,
Mannargudi Town and Taluk.

6.The Sub Registrar
Sub Registrar's Office
Mannargudi.

7.The Government of Tamil Nadu
Represented by the District Collector
District Collector's Office
Thiruvarur. … Respondents / Defendants

PRAYER: Civil Revision Petition filed under Article 227 of Constitution of India, 1950 praying to set aside the Order dated February 1, 2018 passed in Memo in O.S.No.52 of 2016 by the Sub Court, Mannargudi.

For Petitioner	:	Mr.R.Bharanidharan
For Respondent - 2	:	Not ready in notice
For Respondents 1, 4 & 5	:	Served - No appearance
For Respondent-3	:	Mr.B.Jawahar
For Respondents - 6&7	:	Mr.R.Vigneshwaran Government Advocate

O R D E R

Feeling aggrieved by the Order dated February 1, 2018, passed in the Memo [Check Slip D.No.1740 of 2017 dated October 5, 2017] in O.S. No.52 of 2016 on the file of 'the Subordinate Court, Mannargudi' ['Trial Court' for brevity and convenience], the plaintiff in the Original Suit has filed the present Civil Revision Petition.

2. For the sake of convenience, hereinafter, the parties will be referred to as per their array in the Original Suit.

3. Case of the plaintiff - Company is that it owns the suit properties *vide* various Sale Deeds annexed along with the plaint. It executed a General Power of Attorney on August 25, 2011 in respect of suit properties in favour of first defendant. Since the first defendant acted against the terms and conditions imposed by the plaintiff and also against its interest, on February 14, 2014, the plaintiff intimated the first defendant that the aforesaid General Power of Attorney is cancelled. The said fact was also intimated to the Sub-Registrar Office on March 12, 2014 through plaintiff's advocate. On March 29, 2014, a Cancellation Deed in respect of the General Power of Attorney was also registered.

3.1. Third defendant is first defendant's son. Third defendant's wife is one Nandhini, who is the director of the second defendant - Company. The defendants 1 and 3 and the said Nandhini colluded together and nominally created the second defendant - Company and further, pursuant to the General Power of Attorney, fraudulently transferred the suit properties in parts through multiple sale deeds in favour of second defendant - Company as well as to defendants 3 to 5. Totally 8 Sale Deeds were fraudulently executed by them. Six of them were executed before the cancellation of General Power of Attorney and two of them were executed after cancellation.

3.2. As per the plaintiff - Company's resolution dated May 14, 2012, suit properties can be sold only after written approval from it. The first defendant acted against the said resolution. Moreover, the Sale Deeds executed by first defendant is against Section 188 of the Companies Act, 2013.

3.3. Further, the considerations mentioned in the eight Sale Deeds were never remitted to the plaintiff's account. Hence, the aforesaid Sale Deeds would not bind the plaintiff. Hence the Suit for declaration that the eight Sale Deeds would not bind the plaintiff and consequently, for permanent injunction restraining the defendants from interfering with the plaintiff's peaceful possession and enjoyment of suit properties.

4. The plaint was presented in the year 2016, that is to say, before the Tamil Nadu Court-Fee and Suits Valuation (Amendment) Act, 2017 [Act No.6 of 2017], which came into effect from March 1, 2017. As the suit properties are all agricultural / ryotwari lands, the plaintiff - Company valued the Suit's market value as 30 times the survey assessment on the lands under unamended Section 7 of the 'Tamil Nadu Court-Fee and Suits Valuation Act, 1955' ['T.N.C.F. Act' for short]. Thus, the Suit was valued at Rs.1,10,000/- and a court fee of Rs.8,250.50/- under Section 25 (b) of T.N.C.F. Act was paid.

5. That being the case of the plaintiff - Company, during the annual inspection by 'the Principal District Judge, Thiruvarur' ['P.D.J.' for short] in the year 2016, it was found that the Suit was not properly valued and correct court fee was not paid. Accordingly, the P.D.J. instructed the Trial Court to issue Memo / Check Slip. As instructed, the Trial Court issued Memo which reads thus:

"Subordinate Judge's Court, Mannargudi

OS 52/16

Checkslip:

As per Annual Inspection Report 2016 of this Court, the Hon'ble Principal District Judge, Thiruvarur has instructed this Court to take steps regarding the following objections.

"Suit for declaration and consequential relief of permanent injunction. Taken on file on 22.3.2016. Declaratory Relief for declaring 8 different sale deeds executed in favour of Defendants, as Null and Void. As the sale value as per plaint is Rs.1,40,53,700/-, the valuation is incorrect and court fee paid as deficit. A check slip has to be issued and plaint requires amendment regarding valuation para and prayer column and court fee payment details"."

6. The plaintiff - Company filed an objection to the Memo / Checkslip stating that the plaintiff never sought for the relief of declaration that the Sale Deeds are invalid. On the other hand, the declaration sought for by the plaintiff was that the Sale Deeds are not binding it. Hence, there is no need to pay court fee to the face value mentioned in the Sale Deeds. Accordingly, the plaintiff - Company contended that the Suit valuation and the court fee paid is correct.

7. The Trial Court after hearing the plaintiff's side Counsel, found that the Memo / Check Slip issued is correct and accordingly, directed the plaintiff to value the Suit and pay court fee under Section 40(a) of T.N.C.F.

Act by properly amending the plaint vide Order dated February 1, 2018, which is the impugned order.

8. Mr.R.Bharanidharan, learned Counsel appearing for the revision petitioner / plaintiff - Company would argue that the plaint was filed in the year 2016 and the defendants were set *ex-parte*. He would further submit that the plaintiff being the *dominus litis,* did not choose to pray for declaration that the Sale Deeds are invalid, instead, it was prayed that the Sale Deeds would not bind the plaintiff. Proper court fee has been paid under Section 25 (b) of T.N.C.F. Act for the prayer seeking declaration that the Sale Deeds are not binding on the plaintiff. While so, when the case was posted for recording *ex-parte* evidence, the Trial Court erroneously issued the Memo / Check Slip. Plaintiff's company has paid the court fee for the relief it has sought for. If the Trial Court later comes to a conclusion that the said relief is not maintainable, it is an altogether different story, but the Trial Court cannot direct the plaintiff to amend the plaintiff and seek a specific relief, which is solely the prerogative of the plaintiff / *dominus litis*. While the defendants can file a petition under Section 12 of T.N.C.F. Act, the Trial Court cannot *suo moto* issue such a direction to the plaintiff’s company; the Trial Court must evaluate the Suit only as framed by the plaintiff. Accordingly, he would pray to allow the Civil Revision Petition and to set aside the impugned order passed by the Trial Court. He would rely on Paragraph No.8 of the Judgment of Hon'ble Supreme Court in ***Kamaleshwar Kishore Singh -vs- Paras Nath Singh,*** reported in ***(2002) 1 SCC 304***, which reads thus:

> *"8. It is well settled that the court fee has to be paid on the plaint as framed and not on the plaint as it ought to have been framed unless by astuteness employed in drafting the plaint the plaintiff has attempted at evading payment of court fee or unless there be a provision of law requiring the plaintiff to value the suit and pay the court fee in a manner other than the one adopted by the plaintiff. The court shall begin with an assumption, for the purpose of determining the court fees payable on plaint, that the averments made therein by the plaintiff are correct. Yet, an arbitrary valuation of the suit property having no basis at all for such valuation and made so as to evade payment of court fees and fixed for the purpose of conferring jurisdiction on some court which it does not have, or depriving the court of jurisdiction which it would otherwise have, can also be interfered with by the court. It is the substance of the relief sought for and not the form which will be determinative of the valuation and payment of court fee. The defence taken in the written statement may not be relevant for the purpose of deciding the payment of court fee by the plaintiff. If the plaintiff is ultimately found to have omitted to seek an essential relief which he ought to have prayed for, and without which the relief sought for in the plaint as framed and filed cannot be allowed to him, the plaintiff shall have to suffer the dismissal of the suit. These principles of law were*

overlooked by the trial court in passing the impugned order which was put in issue before the High Court. We are further of the opinion that though the revision preferred by the plaintiff was directed against the order dated 1-3-1997, the real question arising before the High Court was to find out whether the suit was properly valued and proper court fee was paid thereon in accordance with law. While doing so if the High Court was required to examine the correctness or otherwise of the order dated 17-12-1996 it should not have felt inhibited from doing so. In the facts of the present case we are clearly of the opinion that the High Court was not justified in dismissing the revision on the ground that the order dated 1-3-1997 was an order correcting a clerical or typing error only."

9. On the other hand, Mr.Jawahar, learned Counsel appearing for respondent-3 / defendant-3 would submit that the Memo / Check Slip issued by the Trial Court is in tune with the T.N.C.F. Act and there is no need to interfere with it. A holistic reading of the plaint would show that the ultimate prayer sought for is declaration that the Sale Deeds are invalid. However, with a view to evade payment of higher court fees, by way of clever drafting, the prayer for declaration that the Sale Deeds would not bind the plaintiff has been sought for, which anyways in effect means a declaration that the Sale Deeds are invalid. In other words, since the plaintiff is itself a party to the Sale Deeds through its Power Agent, the plaintiff must first seek cancellation of the Sale Deeds followed by the consequential relief of declaration of title. Declaration that the Sale Deeds would not bind the plaintiff, which is a further relief, cannot be sought for in the absence of the main prayer for cancellation. The entire exercise adopted by the plaintiff is only with a view to evade payment of higher court fee and hence, the Court has every power to interfere. Accordingly, he sought to dismiss the Civil Revision Petition. He would rely on Paragraph Nos.11 and 12 of the Judgment of this Court [Single Judge] in ***Chellakannu -vs- Kolanji***, reported in ***2005 SCC OnLine Mad 390***, which read thus:

> *"11. It is not as if the Plaintiff alone has executed the above Sale Deeds. Regarding Item No. 4, the Plaintiff has executed the Sale Deed along with his Daughter − Jayanthi and Arjunan and Shanmugam, Son of Poomalai. Likewise, Sale Deed regarding Item No. 3 was executed by the Plaintiff Arjunan and Shanmugam, who are the sons of Poomalai. Thus, the Plaintiff himself is a party to the Sale Deed; when the Party himself seeks to get rid of the Sale Deeds in substance it amounts to Cancellation of Decree. The Plaintiff might seek to avoid the Sale Deeds if he is not a party to the Sale Deeds. But, since the Plaintiff himself is a party to the Sale Deeds before he is suing for any relief, the Plaintiff must first obtain the cancellation of the Sale Deeds.*
>
> *12. The word "Cancellation" implies that the persons suing should be a party to the document. Strangers are not bound by the documents and are not obliged to sue for*

cancellation. When the party to the document is suing, challenging the document, he must first obtain cancellation before getting any further relief. Whether cancellation is prayed for or not or even it is impliedly sought for in substance, the Suit is one for cancellation in the present case, when the Plaintiff attacks the Sale Deeds as having been obtained from him under fraud and mis-representation the Plaintiff cannot seek for any further relief without setting aside the Sale Deeds."

10. Mr.R.Vigneshwaran, learned Government Advocate appearing for the respondents 6 and 7 would adopt the arguments advanced by the learned Counsel appearing for the third respondent.

11. Heard on either side. Perused the evidence available on record.

12. The first defendant being the Power Agent executed 8 Sale Deeds in favour of the defendants 2 to 5 based on the General Power of Attorney dated August 25, 2011. According to the plaintiff - Company, intimation of cancellation of General Power of Attorney was done on February 14, 2014 and eventually the Cancellation Deed was registered on March 29, 2014. Out of the 8 Sale Deeds, 6 Sale Deeds were executed on April 19, 2013, that is to say, before the cancellation of General Power of Attorney, while the remaining 2 Sale Deeds were executed on April 21, 2014 and May 13, 2014 *i.e.*, after the cancellation. Whether the cancellation of the General Power of Attorney was duly intimated to first defendant or not is a matter for trial.

13. The plaintiff - Company is a party to all the 8 Sale Deeds represented through its Power Agent namely first defendant. A cogent and comprehensive reading of the plaint would make it clear that the plaintiff wants to cancel the document. In other words, the plaintiff wants to avoid the Sale Deeds to which it is a party and the same is not possible unless the Sale Deeds are cancelled or declared as null and void by Court. In effect, the prayer for declaration that the Sale Deeds are not binding on the plaintiff tantamount to a prayer for declaration that the Sale Deeds are null and void. Under such circumstances, the plaintiff - Company ought to have paid court fee under Section 40 of T.N.C.F. Act or sought for declaration that the Sale Deeds are invalid by paying court fee on the face value of the suit properties as mentioned in the Sale Deeds. However, the plaintiff - Company has attempted to evade the payment of higher court fees by means of clever pleadings and the same is not permissible. It is true that Suit must be evaluated as framed by the plaintiff for the purpose of valuation and court fees. But when there is an attempt to evade payment of higher court fee by means of clever pleadings, Court cannot be a mute spectator. In such a circumstance, Court must interfere and direct the plaintiff to pay appropriate court fee by valuing the Suit properly. ***Kamaleshwar Kishore Singh's Case*** relied on by the learned Counsel for the revision petitioner in fact supports the above proposition and hence, does not come to the aid of the plaintiff. To be noted, under Section 12 (1) of T.N.C.F. Act, even at the time of institution of the Suit itself, the Court has every power to direct the plaintiff to pay correct court fee. The power can be exercised by the Court even at a later stage. The defendants are also entitled to question the same under Section 12 (2) & 12 (3) of T.N.C.F. Act as the case may be.

14. This Court deems fit to cite here the Judgment of Hon'ble Supreme Court in ***Suhrid Singh -vs- Randhir Singh***, reported in ***(2010) 12 SCC 112***, wherein it was held as follows:

> *"7. Where the executant of a deed wants it to be annulled, he has to seek cancellation of the deed. But if a non-executant seeks annulment of a deed, he has to seek a declaration that the deed is invalid, or non est, or illegal or that it is not binding on him. The difference between a prayer for cancellation and declaration in regard to a deed of transfer/conveyance, can be brought out by the following illustration relating to A and B, two brothers. A executes a sale deed in favour of C. Subsequently A wants to avoid the sale. A has to sue for cancellation of the deed. On the other hand, if B, who is not the*

executant of the deed, wants to avoid it, he has to sue for a declaration that the deed executed by A is invalid/void and non est/illegal and he is not bound by it. In essence both may be suing to have the deed set aside or declared as non-binding. But the form is different and court fee is also different. If A, the executant of the deed, seeks cancellation of the deed, he has to pay ad valorem court fee on the consideration stated in the sale deed. If B, who is a non-executant, is in possession and sues for a declaration that the deed is null or void and does not bind him or his share, he has to merely pay a fixed court fee of Rs. 19.50 under Article 17(iii) of the Second Schedule of the Act. But if B, a non-executant, is not in possession, and he seeks not only a declaration that the sale deed is invalid, but also the consequential relief of possession, he has to pay an ad valorem court fee as provided under Section 7(iv)(c) of the Act."

15. Further, this Court deems fit to cite here the Judgment of this Court [Single Judge], in ***Sivagurunathan -vs- S.Shanmugaraja***, reported in ***2012-4-L.W.-747***, wherein after following ***Suhrid Singh's Case*** [cited *supra*], it was held as follows:

"11. To determine the Court-fee payable on a Plaint, certainly it must be decided on the basis of allegations and the prayer made in the Plaint. We have to look into the allegations in the Plaint to see what is the substantive relief that is asked for. Mere astuteness in drafting the Plaint will not be allowed to stand in the way of the Court looking at the substance of the relief asked for. If on a proper construction of the Plaint, as a whole, the Court arrives at a conclusion that the Suit is one for cancellation, Court-fee for cancellation must be paid.

12. The word "cancellation" implies that the person suing should be a party to the document. Strangers are not bound by the documents and are not obliged to sue for cancellation. When the party to the document is suing, challenging the document, he must first obtain cancellation before getting any further relief. Whether cancellation is prayed for or not or even if it is impliedly sought for in substance, the suit is one for cancellation. In the present case, since the Plaintiff attacks the Sale Deed as having been obtained under fraud and misrepresentation for ten acres instead of one acre, he cannot seek for any further relief without setting aside the Sale Deed. Though the prayer is couched in the form of seeking declaration that the document is valid only in respect of one acre of land and for consequential relief of permanent injunction restraining the Defendants from interfering with the possession and enjoyment of the Plaintiff in respect of the remaining nine acres of land, the relief in substance indirectly amounts to seeking for cancellation of the Sale Deed. The Trial Court was right in ordering payment of Court-fee by the Plaintiff under Section 40 of the Act. Therefore, this Civil Revision Petition has no merits and is bound to fail."

16. Further, this Court is in full consensus with ***Chellakannu's Case*** relied on by the learned Counsel for third respondent.

17. The P.D.J. being the administrative head of the judicial district, has every power to administratively verify Suit valuation and payment of court fee, and direct the Trial Court to issue Check Slip for improper Suit valuation and improper payment of court fee. The administrative order is subject to judicial order. In furtherance of the administrative direction, the Trial Court heard the plaintiff's side and then judicially passed an Order directing the plaintiff to amend the plaint, value the Suit properly and pay appropriate court fee. The approach of the Trial Court is perfectly correct and this Court finds no illegality or irregularity with the impugned order.

CONCLUSION:

18. Resultantly, the Civil Revision Petition stands dismissed. Plaintiff - Company is directed to amend the plaint, value the Suit and pay correct court fee as ordered by the Trial Court within 30 days from the date of receipt of a copy of this Order, failing which the Trial Court shall pass appropriate orders in accordance with law. Keeping in mind the facts and circumstances of the case, there shall be no order as to costs. Connected Civil Miscellaneous Petition is closed.

12 / 02 / 2026

Index : Yes
Neutral Citation : Yes
Speaking Order : Yes
TK

To

The Sub Court
Mannargudi.

R. SAKTHIVEL, J.

TK

PRE-DELIVERY ORDER MADE IN
CRP NO.3712 OF 2018

12 / 02 / 2026