



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

125

**CR-2445-2026 (O&M)
Date of decision:16.03.2026**

OM PARKASH MITTAL @ OM PARKASH

...PETITIONER

VERSUS

JANESHWAR AND ANOTHER

...RESPONDENTS

Present: Mr. Rahul Jaswal, Advocate
for petitioner.

PARMOD GOYAL, J. (ORAL)

Present civil revision petition under Section 227 of the Constitution of India has been filed by petitioner for quashing of impugned order dated 28.01.2026 (Annexure P-1) passed by learned Civil Judge (Junior Division), Panipat vide which application under Order VII Rule 11 r/w Section 151 of Code of Civil Procedure, 1908 for rejection of plaint filed by respondents has been allowed.

2. It is the case of petitioner that he was directed to file deficient Court fee as per valuation of sale deed which he has challenged and has sought annulment of the same. It is asserted that sale deed dated 29.05.2009 was executed by petitioner as a security in favour of respondents as both petitioner and respondents were in business of property.

3. On the other hand, respondents have taken specific stand that the sale consideration was paid to petitioner vide demand draft No.TU1709706 dated 28.05.2009 drawn on Punjab National Bank, Rohini to the extent of share of respondent No.2 and after receiving full payment of

sale consideration, petitioner had executed sale deed in favour of respondents.

4. Admittedly, petitioner himself is an executant of sale deed which is being sought to be set aside by the petitioner on the ground of fraud and also on the ground that no sale consideration was ever paid during the execution of sale deed.

5. Petitioner in support of his argument that no *ad valorem* Court fee is payable by him as the sale deed was under undue influence and forged has relied upon following two judgments:-

- I. **Surjit Singh Vs. Karamjit Kaur, 2012 (3) RCR (Civil) 364.**
- II. **Harbans Kaur Vs. Amrik Singh @ Beer Singh, 2015 (4) RCR (Civil) 770.**

6. It is the claim of petitioner that he is not seeking possession over the suit property as possession is stated to be with him.

7. On consideration, I do not find any merit in the contention raised on behalf of petitioner. Admittedly, sale deed dated 29.05.2009 was registered with Sub-Registrar mentioning due consideration as well as the fact that consideration has been duly paid to the petitioner. The principle of law that where an executant himself is challenging to annul or get declaration that deed executed by him is invalid, nonest or illegal or not binding upon him, he is bound to pay *ad valorem* Court fee is not in doubt.

8. Hon'ble Supreme Court in **Suhrid Singh @ Sardool Singh Vs. Randhir Singh and Ors., 2010 (2) RCR (Civil) 564** had held as under:-

“6. 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 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. Section 7(iv)(c) provides that in suits for a declaratory decree with consequential relief, the court fee shall be computed according to the amount at which the relief sought is valued in the plaint. The proviso thereto makes it clear that where the suit for declaratory decree with consequential relief is with reference to any property, such valuation shall not be less than the value of the property calculated in the manner provided for by clause (v) of Section 7.”

9. Hon’ble Supreme Court in judgment noticed above clearly lays down that petitioner who is an executant of sale deed if is raising challenge to the executed sale deed, he is bound to pay *ad valorem* Court fee, whether he is in possession or not in possession of suit property.
10. The facts of present case are totally covered by judgment of Hon’ble Supreme Court noticed above and *ad vaorem* Court fee is payable.
11. The factum of passing of consideration is also duly noticed in sale deed which is under challenge, therefore, denial of consideration by petitioner cannot be taken into consideration at this stage. However, factum of the receipt of consideration will be taken in consideration by the Courts after evidence is led by parties while considering whether any consideration amount was passed or not while deciding the suit.
12. In the cases referred by learned counsel for petitioner, admittedly, no amount was paid towards the sale consideration, however, in present case, *prima facie* from sale deed itself passing of sale consideration is made out which can only be dispelled by leading evidence at subsequent stage. Therefore, at this stage, no fault with the orders passed by learned Court of First Instance can be found.
13. Present revision petition is dismissed being without any merit.
14. Pending application(s), if any, stand disposed of.

(PARMOD GOYAL)
JUDGE

16.03.2026
Sunil Chander

Whether speaking/reasoned	:	Yes/No
Whether reportable	:	Yes/No