



CR No.4035 of 2026 (O&M) -1-

S. No.130

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CR No.4035 of 2026 (O&M)

Date of Decision:18.05.2026

Kuldeep Kaur and another
Vs.

.....Petitioners

Jaswinder Singh

.....Respondent

CORAM:- HON'BLE MR. JUSTICE YASHVIR SINGH RATHOR

Present:- Mr. P.S. Punia, Advocate for the petitioners.

Yashvir Singh Rathor, J. (Oral)

1. This revision petition is directed against the order dated 22.04.2026 vide which the petitioners- plaintiffs have been directed to affix ad-volarem Court fee on the amount of earnest money of Rs.70 lakhs on an application under Order 7 Rule 11 CPC moved by defendant.
2. I have heard learned counsel for the petitioner and have perused the material placed on record.
3. Learned counsel for the petitioner contended that the petitioners- plaintiffs have filed a suit for declaration to the effect that the agreement to sell dated 4.3.2024 executed by plaintiffs in favour of defendant stands cancelled and the amount of earnest money paid by defendant stands forfeited on the ground that defendant has failed to get the sale deed executed within the given time. However, the trial Court has wrongly directed them to affix the ad-volarem court fee on the amount of earnest money and in contravention with the law laid down by Punjab



and Haryana High Court in Law Finder Doc Id#52484 – **Raj Singh Vs. Deepak Kumar.**

4. However, I do not find any force in the contention raised by learned counsel for the petitioner and petition in hand deserves to be dismissed for the reasons discussed hereinafter.

5. Similar question was dealt with by a co-ordinate Bench of this Court in 2012(5) RCR (Civil) 591 - **N.N. Estate Private Limited Vs. Surinder Goyal**, which has also been relied upon by the learned trial Court while allowing the application moved by the defendant- respondent. In this case, plaintiff had filed a suit seeking declaration that the agreement to sell executed by him in favour of respondent- defendant is illegal, null and void and not enforceable but he had not affixed any ad-valorem court fee. It was held that since plaintiff is seeking cancellation of agreement to sell executed by him, he is liable to affix ad-valorem court fee. To the same effect is the law laid down by a co-ordinate Bench of this Court in Civil Revision No.4946 of 2014 – **Manjit Singh Vs. Prashant Goyal and others**, decided vide judgment dated 2.11.2017. **Raj Singh's case (supra)** relied upon by learned counsel for petitioner is not at all applicable to the facts of the case in hand as in that case, a suit for declaration was filed that agreement of mortgage was never entered into and that same is illegal, null and void.

6. As a result of aforesaid discussion, I am of the view that the impugned order does not suffer from any illegality or material irregularity and no interference in the same is called for so as to call for interference in the supervisory jurisdiction of this Court under Article 227 of the Constitution of India. Moreover, law has been well settled by Hon'ble Supreme Court in 2004(1)



RCR (Civil) 147 – **Surya Dev Raj Vs. Ram Chander Raj and others**, that mere error of fact or law cannot be corrected in the exercise of supervisory jurisdiction of this Court. This Court can interfere only when the error is manifest and apparent on the face of proceedings such as when it is based on clear ignorance or utter disregard of the provisions of law and that a grave injustice or gross failure of justice has occasioned thereby.

- 7. Resultantly, the present revision petition, is ordered to be dismissed.
- 8. Pending misc. application (s), if any, shall also stand disposed of.

(Yashvir Singh Rathor)
Judge

May 18, 2026
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Whether Speaking/reasoned	Yes/No
Whether Reportable	Yes/No