276 **IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH**

CR-8056-2019 (O&M)
Date of decision : 05.02.2026

Gulwant Singh ...... Petitioner

Versus

Paramjit Kaur & ors. ..... Respondents

CORAM : HON'BLE MR.JUSTICE PANKAJ JAIN

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Present :- Mr. Jaswinder Singh Grewal, Advocate
for the petitioner.
(Through video conferencing)

Mr. H.S.Bhatia, Advocate
for respondent No.2-Bank.

None for other respondents.

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PANKAJ JAIN, J. (ORAL)

1 Present revision petition is directed against order dated 29.11.2019 (Annexure P-6) passed by Civil Judge, Junior Division, Abohar whereby on the application filed under Order VII Rule 11 read with Section 151 CPC the Trial Court has directed the plaintiff to pay *ad valorem Court fee.*

2 Counsel for the petitioner has assailed the order contending that even though the plaintiff is the executant of the transfer deed, but the same being within family was without consideration and thus the plaintiff ought not have been asked to pay *ad valorem Court fee*. He relies upon Section 7(iv) (c) of the Court-fees Act, 1870 (for short, 'the 1870 Act') to submit that since the

land has been exempted from payment of revenue in State of Punjab, no *ad valorem Court fee* is payable.

3 *Per contra*, Mr. H.S.Bhatia, Advocate for respondent No.2 would submit that the petitioner being executant of the transfer deed challenged by way of present suit is required to pay *ad valorem Court fee* on the value of the suit property. He relies upon ratio of law laid down by Supreme Court in ***Suhrid Singh @ Sardool Singh vs. Randhir Singh, 2010(2) RCR (Civil) 564.***

4 I have heard learned counsel for the parties and have gone through the records of the case.

5 In order to appreciate the rival contentions raised by counsel representing parties, it will be apt to peruse Section 7 of the 1870 Act which reads as under :-

> *"**7. Computation of fees payable in certain suits**.-The amount of fee payable under this Act in the suits next hereinafter mentioned shall be computed as follows :-*
> ***for money**.-(i) In suits for money (including suits for damages or compensation, or arrears of maintenance, of annuities, or of other sums payable periodically)- according to the amount claimed;*
> ***for maintenance and annuities**.-(ii) In suits for maintenance and annuities or other sums payable periodically-according to the value of the subject matter of the suit, and such value shall be deemed to be ten times the amount claimed to be payable for one year;*
> ***for other moveable property having a market-value**.-(iii) In suits for moveable property other than money, where the subject-matter has a marketvalue-according to such value at the date of presenting the plaint;*
> *(iv) In suits-*

***for moveable property of no market-value**.-(a) for moveable property where the subject-matter has no market-value, as, for instance, in the case of documents relating to title,*

***to enforce a right to share in joint family property**.-(b) to enforce the right to share in any property on the ground that it is joint family property,*

***for a declaratory decree and consequential relief**.-(c) to obtain a declaratory decree or order, where consequential relief is prayed,*

***for an injunction**.-(d) to obtain an injunction,*

***for easements**.-(e) for a right to some benefit (not herein otherwise provided for) to arise out of land, and*

***for accounts**.-(f) for accounts-*

according to the amount at which the relief sought is valued in the plaint or memorandum of appeal.

In all such suits the plaintiff shall state the amount at which he values the relief sought 1[***];

***for possession of land, houses and gardens**.-{v) In suits for the possession of land, houses and gardens-according to the value of the subject-matter; and such value shall be deemed to be-*

where the subject-matter is land, and-

(a) where the land forms an entire estate, or a definite share of an estate, paying annual revenue to Government, or forms part of such an estate and is recorded in the Collector's register as separately assessed with such revenue; and such revenue is permanently settled-ten times the revenue so payable;

(b) where the land forms an entire estate, or a definite share of an estate, paying annual revenue to Government, or forms part of such estate and is recorded as aforesaid;

and such revenue is settled, but not permanently-

five times the revenue so payable;

(c) where the land pays no such revenue, or has been partially exempted from such payment, or is charged with any fixed payment in lieu of such revenue,

and net profits have arisen from the land during the year next before the date of presenting the plaint-

fifteen times such net profits;

but where no such net profits have arisen there from-the amount at which the Court shall estimate the land with reference to the value of similar land in the neighbourhood;

(d) where the land forms part of an estate paying revenue to Government, but is not a definite share of such estate and is not separately assessed as above-mentioned-the market-value of the land;

***Proviso as to Bombay Presidency**.-Provided that, in the territories subject to the 2Governor of Bombay in Council, the value of the land shall be deemed to be-*

(1) where the land is held on settlement for a period not exceeding thirty years and pays the full assessment to Government-a sum equal to five times the survey-assessment;

(2) where the land is held on a permanent settlement, or on a settlement for any period exceeding thirty years, and pays the full assessment to Government-a sum equal to ten times the survey assessment; and

(3) where the whole or any part of the annual survey-assessment is remitted-sum computed under paragraph (1) or paragraph (2) of this proviso, as the case may be, in addition to ten times the assessment, or the portion of assessment, so remitted.

Explanation.-The word "estate", as used in this paragraph, means any land subject to the payment of revenue, for which the proprietor or a farmer or ryot shall have executed a separate engagement to Government, or which, in the absence of such engagement, shall have been separately assessed with revenue;

***for houses and gardens**.-(e) where the subject-matter is a house or garden-according to the market-value of the house or garden;*

***to enforce a right of pre-emption**.-(vi) In suits to enforce a right of preemption-according to the value [computed in accordance* *with paragraph (v) of this section] of the land, house or garden in respect of which the right is claimed;*

for interest of assignee of land-revenue*.-(vii) In suits for the interest of an assignee of land-revenue-fifteen times his net profits as such for the year next before the date of. presenting the plaint;*

to set aside an attachment*.-(viii) In suits to set aside an attachment of land or of an interest in land or revenue-according to the amount for which the land or interest was attached:*

Provided that, where such amount exceeds the value of the land or interest, the amount of fee shall be computed as if the suit were for the possession of such land or interest;

to redeem*.-(ix) In suits against a mortgagee for the recovery of the property mortgaged,*

to foreclose*.-and in suits by a mortgagee to foreclose the mortgage, or, where the mortgage is made by conditional sale, to have the sale declared absolute-*

according to the principal money expressed to be secured by the instrument of mortgage;

for specific performance*.-(x) In suits for specific performance-*

(a) of a contract of sale-according to the amount of the consideration;

(b) of a contract of mortgage-according to the amount agreed to be secured;

(c) of a contract of lease-according to the aggregate amount of the fine or premium (if any) and of the rent agreed to be paid during the first year of the term;

*(d) of an award-according to the amount or value of the property in dispute****;***

between landlord and tenant*.-*

(xi) In the following suits between landlord and tenant:-

(a) for the delivery by a tenant of the counterpart of lease,

(b) to enhance the rent of a tenant having a right of occupancy,

(c) for the delivery by a landlord of a lease,

[(cc) for the recovery of immoveable property from a tenant, including a tenant holding over after the determination of a tenancy,]

(d) to contest a' notice of ejectment.

(e) to recover the occupancy of [immoveable property] from which a tenant has been illegally ejected by the landlord, and

(f) for abatement of rent-

according to the amount of the rent of the l[immoveable property] to which the suit refers, payable for the year next before the date of presenting the plaint."

6 The provision came up for consideration before Supreme Court in ***Suhrid Singh @ Sardool Singh's case (supra)*** wherein the Supreme Court observed 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."*

7 In the considered opinion of this Court, the contention raised by learned counsel for the petitioner that the petitioner is not liable to pay *ad valorem Court fee* cannot be accepted. The petitioner-plaintiff is required to pay *ad valorem Court fee* being executant of the transfer deed that he wants to get annulled. However, the valuation thereof has to follow the mandate of Section 7(iv) (c) of the 1870 Act.

8 In view of above, the impugned order is modified to the extent that the Trial Court shall get valuation of the similar land in the neighborhood of the suit land from the revenue authorities and thereafter ask the plaintiff to pay *ad valorem Court fee* thereupon.

9 With the aforesaid observation the present revision petition stands disposed off.

(PANKAJ JAIN)
JUDGE

05.02.2026
Pooja Sharma-I

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