

IN THE HIGH COURT OF PUNJAB AND HARYANA, AT
CHANDIGARH

CR No. 4419 of 2015

Date of Decision: 16.07.2015

Parminder Singh

.....Petitioner

Vs.

Manjit Singh

.....Respondent

CORAM: HON'BLE MRS. JUSTICE SABINA

Present: Mr. Parminder Singh, Advocate,
for the petitioner.

SABINA, J.

Petitioner has filed this petition challenging the order dated 14.05.2015.

Learned counsel for the petitioner has submitted that in fact petitioner has filed suit for settlement of accounts and petitioner was not required to affix *ad valorem* Court fee.

Petitioner has filed suit for mandatory injunction against the respondent. Prayer clause of the plaint (Annexure P-1) filed by the petitioner reads as under:-

"It is therefore, prayed that a decree for mandatory injunction may kindly be passed directing defendant to pay the amount ₹32,28,540/- lent or financed to him by the plaintiff for raising construction of the shopping complex over the plot No. 258-A shown with red colour in the site plan and mentioned in Para No. 1 of the

plaint, out of the sale proceeds of each and every transaction as and when defendant execute any agreement to sell or execute any Sale Deed/Lease Deed/Mortgage Deed or any other deed of transfer in favour of any person till the payment of entire financed amount mentioned in Para No. 3, 4 and 5 of the plaint along with interest @ 18% P.A. Or according to the provisions of Interest Act in favour of the plaintiff against the defendant with cost of the suit.

Any other relief which the Hon'ble Court deem fit and proper may also be granted to the plaintiff against the defendant in the fact and circumstances of the present case.”

A perusal of the prayer clause reveals that virtually it is suit for recovery of the amount given by the petitioner to the respondent for construction of shopping complex. Thus, the petitioner is required to affix *ad valorem* Court fee.

Hence, no ground for interference is made out.

Dismissed.

**(SABINA)
JUDGE**

July 16, 2015
nitin