

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION**

CHAMBER SUMMONS NO.1290 OF 2015

IN

SUIT NO.889 OF 2014

D.S. Gruhnirman Construction Company ... Applicant/Plaintiff

Versus

Frankey Marshall Correia And Others ... Respondents/Defendants

....

Mr. Sanjay Jain I/b L.D. Shah & Co. for the Applicant/Plaintiff.

Mr. Swanand Ganoo a/w Mr. Navin Bhatia I/b Mahimtura & Co. for Defendant No.19.

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CORAM : S.C.GUPTE, J.

DATE : 17 SEPTEMBER 2018

P.C. :

. This Chamber Summons seeks amendment of the plaint. It seeks to delete the existing paragraph-61 of the plaint, which deals with valuation of the suit for the purpose of jurisdiction and court fees and adding in its place and stead a new paragraph, as paragraph-61. Basically, the Plaintiff seeks to amend the suit valuation for the purpose of court fees. The reliefs in the suit are in two groups. Prayer clauses-(a), (b), (c) and (d) are in respect of the Defendants' title to the suit property, *inter alia* challenging deeds of conveyance executed in favour of Defendant No.19, whereas prayer clause-(e) seeks execution of conveyance of their right, title and interest, if any, in the suit property transferred to Defendant No.19, in favour of the Defendants. The Plaintiff, in the premises, seeks to amend suit valuation so as to account for the market value of the suit property.

2 Defendant No.19 objects to the amendment. It is submitted on behalf of Defendant No.19 that under the relevant provisions for payment of Court Fees, what is relevant is the valuation of the document of conveyance and not the market value of the property. This is arguable insofar as the first group of prayers, i.e. prayer clauses-(a) to (d), is concerned. It is equally arguable insofar as other group, namely, prayer clause-(e), is concerned, that it is the market value of the property which is relevant. Be that as it may, at the stage of amendment, we need not to express any opinion finally on the merits of the valuation. It is for the plaintiff to value his suit and pay court fees accordingly. The correct valuation of the suit property, both for the purpose of jurisdiction and for the purpose of court fees, is a matter of trial.

3 Accordingly, Chamber Summons is allowed in terms of prayer clause-(a).³ It is clarified that the correct valuation of the suit property as well as the correct basis for calculating court fees, are matters of trial and all contentions of the parties on merits in that behalf are kept open. It is also clarified that Defendant No.19 shall be at liberty to take out an appropriate application under Order 7 Rule 10 of the Code of Civil Procedure, 1908 in this behalf. As and when such application is made, the matter be decided on its own merits.

4 Chamber Summons is disposed of accordingly.

(S.C. GUPTE, J.)