

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

Civil Revision No.1207 of 2016

Date of Decision: May 08, 2018

M/s Shiv Hari Texo 1231/7, Near I.B.L.School, Panipat

...Petitioner

Versus

M/s Kanha International Gurdwara Road, Amar Bhawan Chowk, Panipat

...Respondent

CORAM: HON'BLE MR.JUSTICE AMIT RAWAL

Present: Mr.Gaurav Jindal, Advocate,
for the petitioner.

Mr.Harkesh Manuja, Advocate,
for the respondent.

AMIT RAWAL, J. (Oral)

Petitioner-plaintiff is aggrieved of the impugned order whereby application moved by the respondent-defendant under Order 7 Rule 11 CPC calling upon him to pay the court fees on the amount of ₹19,61,000/- claimed as damages/mesne profits, has been allowed.

Mr.Gaurav Jindal, learned counsel appearing on behalf of the petitioner-plaintiff submitted that there is a categoric averment in Para 7 of the plaint, whereby the plaintiff had undertaken to pay the court fees in case the Court arrives at some other figure and, therefore, the application is liable to be dismissed. In support of his contention, relied upon the decision rendered in **Hoshiar Singh Versus Niranjana Singh, 2008(3) R.C.R. (Civil) 26.**

Mr.Harkesh Manuja, learned counsel for the respondent-

defendant submitted that on plain and simple reading of the averments in Para 6 of the plaint and in view of the provisions of Section 7 (iv) (f) of the Court Fees Act, the plaintiff was required to pay the court fees on the amount claimed, i.e., ₹19,61,000/-. In support of his contention, relied upon the ratio decidendi culled out in **Bachni Devi Versus Tej Ram & others, 1993 (sup) CivCC 393.**

I have heard the learned counsel for the parties and appraised the paper book.

It would be apt to reproduce Paras 6 and 7 of the plaint and Section 7 (iv) (f) of the Indian Court Fees Act, which read thus:-

“6. The plaintiff after some time requested defendant to give the delivery of the proper order. Then the defendant supplied another consignment on 11-03-2011 of Rs.1,20,000/- (One lacs Twenty thousand only) as per proper order. The plaintiff after some time requested defendant to give the delivery of the proper order. But the defendant was demanding higher prices of the goods which was of our proper order. Hence the plaintiff asked defendant to settle the account as per terms and conditions. And defendant has refused to give the delivery of the proper order as per terms and conditions. By not supplying the goods of my proper order in time so my plaintiff business suffering severe loss in all manners. In this way the amount of Rs.14,01,000/- stand in the account of defendant which will be recoverable from the defendant and this amount is not a fixed amount 20% of the profit of the order is to add with that said amount as per the terms and conditions.

7. That the calculated amount is about 14,01,000/- will be recoverable from the defendant. This is not fix amount so the plaintiff files this suit for rendition of account as per Annexure-A.

Section 7(iv)(f)

The amount of fee payable under this Act in the suits next hereinafter shall be computed as follows:

(i) to (iii) xxxxxx

(iv) In suits-

(a) to (e) xxxxxx

(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.”

On plain and simple reading of the Statute, it is clear that if the petitioner-plaintiff lays a claim for account, court fees is to be paid on the amount for which the relief has been claimed. The aforementioned view of mine has been derived from the decision rendered by this Court in **Banarsi Lal Versus Kishan Chand and others, 1990(1) PLR 439**, wherein in Para 4 it has been held as under:-

“4. Therein undisputedly the plaintiff himself put the valuation of the relief sought in his suit to an approximate amount of Rs.40,000/-. In view of this he cannot be permitted to turn round and say that for the purpose of Court fee and jurisdiction, the value of the relief ascertained approximately would be less than the one stated by him in the plaint.”

There is no dispute to the ratio decidendi culled out in **Hoshiar Singh's case (supra)**, which is depending upon the pleadings of the suit. In the instant case, the plaintiff clearly laid a claim of mesne profits at the tentative amount of ₹19,61,000/-, therefore, was required to pay the court fees.

The order under challenge calling upon the plaintiff to pay the court fees cannot be said to be suffering from illegality or perversity. No ground for interference is made out. Revision petition stands dismissed.

However, the petitioner-plaintiff is granted one month's time to pay the court fees.

May 08, 2018
ramesh

(AMIT RAWAL)
JUDGE

Whether speaking/reasoned

Yes/No

Whether Reportable:

Yes/No