

IN THE HIGH COURT OF JUDICATURE OF BOMBAY
BENCH AT AURANGABAD

918 WRIT PETITION NO.4944 OF 2019

GOVIND NARAYAN SHINDE AND ORS
VERSUS
DEEPAK GANGADHAR BANDE AND ORS

...
Advocate for Petitioners : Mr. Bhavthankar Vivek Vasantrao

...

CORAM : **RAVINDRA V. GHUGE, J.**

Date: August 14th, 2019

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PER COURT :-

1 The petitioners, original plaintiffs in RCS No.503/2017 are aggrieved by order dated 14.8.2018, by which the Trial Court has directed the plaintiffs to correct the valuation of the suit and pay the requisite Court fees.

2 The learned Advocate for the petitioners strenuously submits that, the defendants are constructing a property/erecting a structure on an open space belonging to the housing society. A sale-deed has been executed and therefore, the petitioners approached the Trial Court, seeking quashing of the sale-deed. It is conceded that, the petitioners are not parties to the sale-deed, are not even remotely connected with the property mentioned in the sale-deed and are not connected with the buyer or seller of the said land. The plaintiffs are persons, who have come forward only to seek orders from the Court that, the defendants should not be permitted to

construct on the open space belonging to the society.

3 In this backdrop, it is submitted that the petitioners are bound to pay the Court fees as per section 6(iv)(ha) of the Maharashtra Court Fees Act. Since, it is not specifically mentioned by the Trial Court, the petitioners are unable to decide, whether they have to pay the full Court fees ad valorem or 50% ad valorem Court fees.

4 I find from the impugned order that, the Court has not concluded, as to which provision of the Maharashtra Court Fees Act would apply to the plaintiffs and whether they have to pay full ad valorem court fees or 50% ad valorem Court fees. It would, therefore, be appropriate for the petitioners to approach the same Court, by filing an application for a clarification on this issue.

5 This petition, is, therefore, disposed off with liberty, as stated above.

(RAVINDRA V. GHUGE, J)