

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
WRIT PETITION NO. 10975 OF 2018

Sanjay Ramchandra Shendkar & Ors .. Petitioners
Versus
Narayan Antu Zendge & Ors .. Respondents

...

Mr. Sarthak S. Diwan for the petitioner in WP No. 10975/2018.
Mr.Dormaan Jamshid Dalal for the respondent no.18 in WP
10975/2018.

CORAM: BHARATI DANGRE, J.
RESERVED : 15th DECEMBER, 2021
PRONOUNCED: 17th MARCH, 2022

JUDGMENT :-

1 Heard learned Advocate Shri Sarthak Diwan for the petitioner and Advocate Dormaan Dalal for the respondent/defendant no.18.

2 A short point that arise for consideration is whether the Suit filed by the plaintiffs, seeking declaration and perpetual injunction ought to have attracted the Court fee in terms of Section 6(iv)(ha) or the Court fee was to be charged under Section 6(iv)(j) of the Maharashtra Court Fees Act.

The aforesaid question arose in the backdrop of the fact that the Suit property is an agricultural property described in paragraph no.1 of the plaint and it was pleaded to be the ancestral property of one Shri Savla, having two sons – Ramchandra and Baban and four daughters. It was pleaded that the suit property was never partitioned in the joint family of Savla and it was cultivated in that capacity. After the demise of Savla, his widow Chandrabhaga was recorded as the owner of the suit property.

The contention of the plaintiffs is to the effect that defendant no.18 prepared a fraudulent unregistered document titled as 'Power of Attorney' and the plaintiffs dispute execution of any such document, by pleading that they have never been to Pune for the purpose of executing the said document, but with an ill-intention to grab the property, the document was forged and therefore, it is pleaded that the Power of Attorney is not binding on the plaintiffs and the said document is void, illegal. The plaintiffs further plead that on the basis of the aforesaid Power of Attorney, the defendant no.18 started disposing off the suit property as it was required for Rayata Dam Project and the same was declared as a ceiling area in 1972, and there was a prohibition on sale of the property as per The Bombay Prevention of Fragmentation and Consolidation of Holdings Act, 1947, and the permission of Revenue Authority was required to dispose off the property. Despite prohibition in existence, the defendant no.18 is

alleged to have sold the property vide various sale deeds in favour of the defendants right from defendant no.1 to defendant no.17 and defendant nos.19 to 76, and all the sale deeds are executed on the basis of the forged Power of Attorney and third party rights have been created in favour of other defendants.

It is in the backdrop of the aforesaid facts, the plaintiff filed a Suit, praying for a declaration that all the sale deeds executed in pursuance of the Power of Attorney by defendant no.18 are not binding on the plaintiffs and the sale deeds executed in favour of defendant no.1 to defendant no.17 and further in favour of defendant no.19 to defendant no.76 are null and void.

3 Summons came to be issued in RCS No.123/2013 filed by plaintiffs, pursuant to which, the defendant no.18 marked his appearance and filed written statement. He also filed an application (Exhibit 140) under Order VII Rule 11 of the Code of Civil Procedure, seeking rejection of plaint alleging that the plaintiffs have undervalued the Suit and not paid proper Court fee as per Section 5 of the Act. It was also pleaded that the Suit was not maintainable since it was filed by holder of Power of Attorney and also on the ground, that it is not filed within limitation and there is no cause of action.

4 On 30/11/2017, the Civil Judge, Jr. Division, Saswad, partly allowed the application filed by defendant no.18 and

declared that the Suit for perpetual injunction is properly valued and the Court fee is accordingly paid, but concluded that, since plaintiffs are challenging sale deeds more particularly described in the plaint and since the Suit embraces more distinct reliefs, the plaint was to be charged on the aggregate of the amount of fees separately and it was held that the Suit is not properly valued.

As far as the other objections are concerned, that being not the subject matter of the Writ Petition, I need not get deep into the said controversy, but suffice it so say that the following portion of the order is the bone of contention between the parties.

“(ii) The plaintiffs are hereby directed to value the suit for declaration for seeking immunity in respect of sale deeds, more particularly described in plaint para no.5, as per section 6(iv)(ha) of the Maharashtra Court Fees Act, 1959 and to pay the court fees on or before next date”.

5 In order to appreciate the contention of the respective parties, the petitioners/plaintiffs submitted that the Court fee payable shall be under Section 6(4)(j) and the respondent/defendant no.18 argue that the Court fee is to be charged as per Section 6(iv)(ha). It is necessary to reproduce both the aforesaid entries pertaining to computation of fees payable.

(ha) **for avoidance of sale, contract for sale, etc.** In suits for declaration that any sale, or contract for sale or termination of contract for sale, of any movable or immovable property

is void of *ad valorem* fee leviable on the value of the property;

(j) **for other declaration** : In suits where declaration is sought, with or without injunction or other consequential relief and the subject matter in dispute is not susceptible of monetary evaluation and which are not otherwise provided for by this Act *ad valorem* fee payable, as if the amount or value or the subject matter as one thousand rupees. In all suits under clauses (a) to (i) the plaintiff shall state the amount at which he values the relief sought, with the reasons for the valuation:

In order to appreciate and determine what relief is sought in the plaint, it is necessary to read the plaint in its entirety as mere reading of prayer clause may not be determinative of the claim of the plaintiff. It is, therefore, necessary to look at the plaint to discover what is the true nature of the Suit.

6 In the plaint, the plaintiff nos.1 to 11 and the Power of Attorney holder of 1, 6 and 7 specifically disclose that their Suit is for declaration and perpetual injunction.

After setting out the description of the suit property, which is an agricultural property as described in para-1 of the plaint, the genealogy is set out in paragraph no.2, where it is pleaded, that the suit property is the ancestral property of Savla who had two sons, Ramchandra and Baban and four daughters, and the family is described to be a Hindu Joint family and it is

pleaded that there is no partition of the family property by metes and bounds and the property jointly held by all the members of the family.

Defendant no.18 is alleged to be the person who had hooking for lands in the nearby vicinity and he was assisted by some persons in his venture. It is alleged that defendant no.18 procured a Power of Attorney without the knowledge of the plaintiffs and got the Power of Attorney notarized in Pune, and it is alleged that he had no right to execute the said Power of Attorney and it is apparently fraudulent since the executants never visited Pune and therefore, their signatures and thumb impressions were forged. The said Power of Attorney was registered and though it bears the signatures and the photographs, it is pleaded that they were neither present at the time of its execution nor have signed the Power of Attorney.

With these pleadings, it is pleaded that the said Power of Attorney is illegal, and since it do not contain signatures of the plaintiffs and since it was executed behind their back, the same is liable to be declared as invalid, null and void.

7 In the plaint, it is also pleaded that based on the forged Power of Attorney, the defendant no.18 executed various sale deeds in favour of the other defendants on various dates though they were never delivered the possession and it is pleaded that the possession still remain with the plaintiffs. The sale deeds

executed in favour of other defendants, was sought to be declared as illegal.

The plaint contain the details of the various sale deeds and it is alleged that all the defendant nos.1 to 76 have conspired together with an unlawful intention to deprive the plaintiffs of their property and behind their back, got the sale deeds executed. It is therefore, pleaded that the sale deeds are *void ab initio* and not binding upon the plaintiffs.

Pertinent to note that the plaint which is in vernacular (Marathi) repeatedly uses the word 'रद्द बादल' which is as per 'Chaos Dictionary' means 'null and void'. The plaint also uses the phraseology 'मुलतः रद्दबादल' meaning 'void ab initio'. Another phrase which is implied in the plaint is 'बेकायदेशीर', and as per the Chaos Dictionary, it indicate illegal, illicit and illegitimate.

8 In Paragraph no.7 of the plaint, it is pleaded that the Suit is filed for declaration and permanent injunction and therefore, the stamp duty for Rs.300/- is paid.

If the prayer clause in the plaint is perused, by virtue of prayer clause (a), the declaration is sought for the Power of Attorney not binding upon the plaintiff or their shares, since it is not executed by them and it shall be declared that the Power of Attorney is false and obtained by playing fraud and therefore, it is prayed to be declared as null and void (रद्द बादल). The prayer (b) similarly seek a declaration that the sale deeds executed in favour

of defendant nos.1 to 17 and 19 to 76 is completely unauthorized (अनधिकृत) and illegal since inception (मुलतः बेकायदेशीर) and therefore, not binding on the plaintiffs. Prayer clause (c) of the plaint seek restraint order against defendant nos.1 to 76 to the effect that they shall not enter into any transaction of sale, mortgage, gift, lease in respect of the suit property.

The argument of the respective counsel will therefore, have to be appreciated in the wake of the aforesaid pleadings and the reliefs sought.

9 In the present Writ Petition, on 6/10/2018, the contention of the petitioners was recorded to the effect that the claim in the Suit will have to be valued u/s.6(iv)(j) and not u/s.6(iv)(ha) of the Maharashtra Courts Fee Act, 1959.

The learned counsel for the petitioner seek to derive benefit of the order passed by the learned Single Judge (Justice R.D. Dhanuka) in case of Anant Chavan vs. Manoj Kamble & ors, (Writ Petition No.1327/2019 decided on 18/9/2018, where relying upon the decision of the Apex Court in case of Suhrid Singh @ Sardool Singh Vs Randhir Singh & Ors, AIR 2010 SC 2870, it was held that if the petitioners are not party to the sale deed and if there is a prayer for cancellation of the sale deed, the plaintiff will have to pay the Court fee under 6(iv)(j) and not under Section 6(iv)(ha) of the Bombay Court Fees Act.

The aforesaid decision is based upon the decision of the Apex Court in case of Suhrid Singh (supra).

10 The bone of contention between the respective counsel is whether the present case is covered by the decision in Suhrid Singh (supra), since the learned counsel Mr.Sarthak Diwan would heavily fall back on the said decision, whereas the learned counsel for the respondent Mr.Dalal, would submit that the ratio flowing from Suhrid Singh is peculiar to the provisions contained in the Courts Fee Act, 1870 as amended in Punjab, whereas the State of Maharashtra has enacted the Maharashtra Court fees Act, 1959, which contemplate a different scheme than the Courts Fee Act and the learned counsel for the respondent has placed reliance upon various decisions of this Court, which has distinguished the ratio flowing from Suhrid Singh.

11 It is therefore, apt to refer to the decision of the Apex Court in Suhrid Singh. The facts reveal that the plaintiff sought the following reliefs :-

- (i) for a declaration that two houses and certain agricultural lands purchased by his father S. Rajinder Singh were co-parcenary properties as they were purchased from the sale proceeds of ancestral properties, and that he was entitled to joint possession thereof;
- (ii) for a declaration that the will dated 14.7.1985 with the codicil dated 17.8.1988 made in favour of the third defendant, and gift deed dated 10.9.2003 made in

favour of fourth defendant were void and non-est "qua the co-parcenary";

- (iii) for a declaration that the sale deeds dated 20.4.2001, 24.4.2001 and 6.7.2001 executed by his father S. Rajinder Singh in favour of the first defendant and sale deed dated 27.9.2003 executed by the alleged power of attorney holder of S. Rajinder Singh in favour of second defendant, in regard to certain agricultural lands (described in the prayer), are null and void qua the rights of the "co-parcenary", as they were not for legal necessity or for benefit of the family; and
- (iv) for consequential injunctions restraining defendants 1 to 4 from alienating the suit properties.

The question that arose for consideration, was about the Court fee payable in regard to the prayer for declaration that the sale deeds were void and not binding, and for the consequential relief of joint possession and injunction.

12 The Apex Court, therefore, considered scheme of enactment governing the Court fees, if paid in the State of Punjab by referring to Section 7(4)(c), the question came to be answered.

It is appropriate to reproduce the relevant provision :-

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 :

- (iv) in suits -

(c) for a declaratory decree and consequential relief.- to obtain a declaratory decree or order, where consequential relief is prayed, according to the amount at which the relief sought is valued in the plaint or memorandum of appeal.

13 In the wake of the aforesaid provision and the relief sought in the plaint, the Apex Court ruled as under :-

“7 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.

8 *[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](#).*

9 *In this case, there is no prayer for cancellation of the sale deeds. The prayer is for a declaration that the deeds do not bind the "co-parcenery" and for joint possession. The plaintiff in the suit was not the executant of the sale deeds. Therefore, the court fee was computable under [section 7\(iv\)\(c\)](#) of the Act. The trial court and the High Court were therefore not justified in holding that the effect of the prayer was to seek cancellation of the sale deeds or that therefore court fee had to be paid on the sale consideration mentioned in the sale deeds.*

14 The ratio that flows from the said judgment can thus be understood to mean that where a Suit is filed by a person, who is a party to the sale deed, to seek it's cancellation whereas a person who is not party to the sale deed will seek a declaration that the sale deed is void, invalid and not binding upon him.

Another distinction drawn, being whether a person who is not party to the deed, seek possession i.e. consequential relief, he would be governed by Section 7(iv)(c), but in all other cases where the party is in possession and mere declaration is sought without any consequential relief, if payable would be of Rs.19.50.

15 The ratio in Suhrid Singh, was placed before the learned Single Judge of this Court in Prism Reality through it's Proprietor, & Anr Vs. Mr.Govind Yashwant Khalade & Ors, 2015(2) Mh.L.J, 472, on being confronted with a Suit where a declaration was sought to the effect that the development agreement and the Power of Attorney are bogus, illegal and not binding on the plaintiff and the subsequent sale deeds executed by virtue of the Power of Attorney is also bogus, illegal and not binding.

On an application being filed by the defendant no.4 under Order VII Rule 11(b) of the CPC, on the ground that the Suit is not properly valued, and consequently, proper Court fee required to be paid, would have been as per Section 6(iv)(ha) and not as per Section 6(iv)(j). The application was opposed by the plaintiffs, by urging that they are not parties to the document and since they are seeking declaration, it would be under 6(iv)(j) of the Bombay Court Fee Act. The trial court rejected the

application, as plaintiff are not parties to the documents nor are they claiming ownership in respect of the said property.

The plaintiff pressed into service the ration in Surhid Singh's case. After referring to the two distinct provisions in form of Section 6(iv)(j) and 6(iv)(ha), the learned Single Judge before whom Surhid Singh was cited, drew a distinction, by recording as under :-

“9. Insofar as section 6(iv)(j) is concerned, the same applies to suits which have been filed for declaration other than those sought in the earlier sections with or without injunctions or other consequential relief and the subject-matter in dispute is not susceptible of monetary evaluation and which are not otherwise provided for by this Act. Insofar as section 6(iv)(ha) is concerned, the same applies to suits for declaration that any sale, contract for sale or termination of contract for sale, of any moveable or immoveable property is void. The said provision therefore, encompasses within itself suits that have been filed for avoidance of sale, contract for sale, etc. In the light of the reliefs which have been sought in the instant suit vide prayer clauses (a) and (b), the suit as filed is undoubtedly for declaration in respect of the Development Agreement and the Sale Deed and by seeking the reliefs sought, what the plaintiffs in fact are seeking to do is the avoidance of the said sale or contract. Hence, insofar as the said reliefs are sought, the provisions of section 6(iv)(ha) can be said to be applicable. The fact that according to the plaintiffs the said documents are sham and bogus cannot be considered for computing or determining the valuation of the suit and the payment of the Court Fees in respect thereof. The Sale Deed which has been executed by the defendants No. 2 and 3 in favour of the defendants No. 4 and 5 is undisputedly a registered document and

clause (4) thereof the consideration has been mentioned and also the fact that the vendors have accepted that payment of the said consideration has been made to them so also is the Development Agreement. Hence, merely because the plaintiffs questioned the Sale Deed as being sham and bogus, the plaintiffs cannot be exempted from the rigours of section 6(iv)(ha) of the Court Fees Act in the matter of valuation of the suit and payment of the Court Fees.

Further, it is recorded that the Apex Court was concerned in the case of Punjab Court Fees Act and specially Section 7(iv)(c), which was in respect of the suits seeking various declaration and since the plaintiff in the Suit was not the executant of the documents and was seeking a declaration, the Apex Court held that the Court fees would have to be paid in terms of clause (c) of Section and not in terms of the consideration mentioned in document. Learned counsel further observed as under :-

“It would have to be borne in mind that the Apex Court was not concerned with the provision akin to Section 6(iv)(ha) of the Bombay Courts Fees Act, as probably such a provision does not find a place in the Punjab Court Fees Act. However, as indicated above, insofar as the Bombay Court Fees Act is concerned, there is a specific provision governing the Suits, where a declaration is sought in respect of sale or contract for sale or termination of contract is void. Hence, the statutory regime prevailing in the Punjab Court Fees Act being different than the statutory regime prevailing in the Bombay Court Fees Act, the judgment of the Apex Court in *Surhid Singh @*

Sardool Singh's case would have no application and would not aid the plaintiffs in the instant case to content that they are liable to pay Court Fees as per Section 6(iv)(j).

By referring to it's earlier decision in case of Abdulsattar Gulabbhai Bagwan Vs. Vaibhav Laxmangiri Goswani, 2012(2) Mh.L.J 285, the conclusion was drawn that though the plaintiffs are not executants or parties to the documents, they will have to pay court fee according to Section 6(iv)(ha) as they are seeking avoidance of the sale or contract.

Learned counsel Mr.Dalal would lay emphasis on the above observation, to submit that the ratio in Surhid case, cannot be made applicable, *mutatis mutandis* to the provisions of Bombay Court Fee and the reason why it is so, elaborated in the above decision.

16 Further, the learned counsel also place reliance upon the decision of the learned Single Judge of this Court in Rahimoddin Naimoddin Kazi Vs. Sayyeda Asemabegum Naimoddin Kazi & Ors (WP No.4841/2016 delivered on 8/6/2017), wherein a suit for partition, declaration, without seeking a relief of possession, the Court fee was directed to be paid as per Section 6(iv)(ha) and made the following observation :-

“Prima facie, it therefore, appears that though the plaintiff has not specifically sought handing over of possession, the suit for partition would eventually lead to

demarcation of shares of the entitled litigants and each one of them would then be placed in possession of that portion/share of the suit property. At this stage, therefore, I do not find that the trial Court has committed any error in allowing application Exhibit-62 filed by defendant no.9 under Order VII Rule 11 of the CPC, by which the trial Court has directed the plaintiff to pay appropriate Court fee under Section 6(iv)(ha).”

17 Per contra, the learned counsel for the petitioner has placed reliance upon the decision of the Single Judge in Narendra Walle Vs. Vijaya w/o Narendra Walle & Ors, 2017(4) Mh.L.J 402, and the decision in case of Ravindra Narayan Rajashri & Ors Vs. Nilima Vinayak Rajashri & Ors, 2017 SCC OnLine Bom 7025.

18 Since it is a settled position of law that in order to appreciate the nature of a Suit, pleadings therein will have to be read as a whole and not into bits and pieces and depending upon what relief is sought by the plaintiff, he shall be directed to pay the Court fee. The Maharashtra Courts Fee Act, determine the fees to be paid in suits filed, praying for distinct reliefs, since the nature and/or the frame of the Suit necessitates consideration of judicial issues, question of court fees and also the remedies sought for.

19 Section 6 set out the amount of fees payable under the Act in the Suit and it's computation and a Suit seeking a

declaration that any sale or contract for sale or termination of contract for sale of any movable or immovable property being void, is set out in section 6(iv)(ha), whereas a Suit where the declaration is sought with or without injunction, or other consequential reliefs, and if the subject matter in dispute is not susceptible of monetary evaluation and which are not otherwise provided under the Act, such Suit is governed by clause (j).

When the plaint of the present Suit is perused, the plaintiffs though claim that they are not executants of the Power of Attorney nor they are parties to the sale deeds executed by defendant no.18 in favour of defendant nos.1 to 17 and 19 to 72 on the basis of the fraudulent Power of Attorney, the relief sought is a declaration that the said documents is void, illegal and not binding on the plaintiffs.

The nature of relief sought is therefore, of avoidance of the sale, for which a specific provision is available under Section 6(iv)(ha) in the Maharashtra Court Fees Act, and where a Suit seek a declaration that sale of any movable or immovable property is void and a party want to avoid the same, clause (ha) is attracted. For other declarations, the Suit should be governed by clause (j). A declaration to the effect that the sale deed is void and it is not binding upon the plaintiff, thus must squarely fall within the purport of clause (ha). Merely because the plaintiffs are not party, either to the Power of Attorney since they claim that it is forged one, nor are they parties to the sale deeds, the situation

would not turn around, since ultimately they intend to avoid the sale deed executed by defendant no.18 in favour of the other defendants and the declaration is sought to the effect that the sale deeds are not binding upon the plaintiffs, since they are void. The contingency being specifically stipulated by clause (ha) of Section 6(iv), the impugned order which levies the Court fee on the basis of the said entry do not warrant any interference.

20 Reliance placed by Advocate Diwan on the decision of the learned Single Judge in case of Ravindra Narayan Rajashri (supra) is not applicable in the present case, since the facts would reveal that the original suit was filed for specific performance of the agreement and the prayer was made for execution of sale deed and handing over of peaceful possession of the Suit property. This suit was valued u/s.6(iv)(j) of the Bombay Court Fees Act and rejection of the plaint was sought by the defendant on the ground that it was not properly stamped.

The decision in case of Abdul Gaffar (supra) as well as Prism Reality & Anr Vs. Mr.Govind Yashwant Khalade & Ors. (supra) was cited along with several other decisions of the Bombay High Court and the learned Single Judge (Justice Mridula Bhatkar) applied the law laid down, through the authoritative pronouncements; to the facts of the case, which involve a Suit for specific performance and not for avoidance and cancellation of contract and the plaintiff was not a non-executant

to the sale deed which was executed, *lis pendens*. The learned Judge, therefore, invoked the ratio laid down by the Apex Court in case of Surhid Singh (supra) and applied the same. She brushed aside the decision in case of Prism Reality by recording that the facts of the case were distinct.

Another decision in case of Narendra Walle (supra) which place reliance on Surhid Singh, record that the plaintiff is non-executant of the sale deed nor a deed of possession is prayed for, and therefore, the Court fee is not payable as per Section 6(iv) (ha) of the Maharashtra Court Fees Act.

21 On appreciating the ratio flowing from all the judgments cited before me at the bar, I do not agree with Mr.Diwan that the aforesaid two judgments determine the question involved since in Prism Reality (supra), the learned Judge has clearly enunciated the position applicable in State of Maharashtra, where the Maharashtra Court Fee Act specifically include a provision for payment of Court fee in a Suit seeking avoidance of sale, contract for sale etc, by virtue of Section 6(iv) (ha). The residuary clause is Section 6(iv)(j), where declaration is sought, with or without injunction or with or without consequential relief and the subject matter is not susceptible to monetary evaluation, for such declaration which is not otherwise provided by the Act.

This is not the case before me and in the peculiar facts where the plaintiff has specifically prayed for injunction of the sale deed executed on the basis of the alleged fraudulent Power of Attorney, which is prayed to be not binding upon him and where he specifically seek avoidance of those sale deeds as being void, his case clearly falls within 6(iv)(ha). The impugned judgment which direct the plaintiff/petitioner to pay Court fee being governed by the said clause, therefore do not suffer from any legal infirmity and deserve to be upheld and the Writ Petition is liable to be dismissed and is accordingly dismissed.

(SMT.BHARATI DANGRE, J)