

**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

CR-2621-2021

Date of Decision: December 14, 2022

Harmandeep Singh

..... Petitioner

Versus

State Bank of Patiala and ors.

..... Respondents

CORAM: HON'BLE MR. JUSTICE HARKESH MANUJA

Present:- Mr. Himanshu Puri, Advocate for
Mr. Sunny Singla, Advocate for the petitioner.
Ms. Manjari Joshi, Advocate for respondents No.1 & 2.

HARKESH MANUJA, J. (ORAL)

By way of present revision petition, challenge has been made to the order dated 13.08.2021 passed by the Court of learned Civil Judge, Junior Division, Malerkotla; whereby an application filed at the instance of respondents-defendants No.1 & 2 (hereinafter referred to as 'respondents No.1 & 2') invoking Order 7 Rule 11 CPC has been allowed, thereby directing the petitioner-plaintiff (hereinafter referred to as 'the petitioner') to pay *ad -valorem* Court fee on the amount of damages as claimed in the suit.

Brief facts of the case are that the petitioner filed a suit for recovery of damages of Rs.50,00,000/- against respondents. On appearance, respondents No. 1 & 2 moved an application under Order 7 Rule 11 CPC for rejection of plaint on account of non-affixation of adequate Court fee. The petitioner filed his objections to the aforesaid application. Trial Court vide order dated 13.11.2011 allowed the application filed at the instance of respondents No. 1 & 2 by directing the petitioner to pay *ad valorem* Court fee on the amount of damages

claimed i.e. a sum of Rs. 50,00,000/-. It is the aforesaid order dated 13.08.2021 passed by the Court of learned Civil Judge, Junior Division, Malerkotla which has been impugned by way of present revision petition.

Learned counsel for the petitioner submits that since the amount of damages as claimed in the plaint were only tentatively assessed, therefore, at this stage, the Trial Court could not have directed for affixation of *ad valorem* Court fee on the said amount. Learned counsel further submits that he was ready and willing to deposit the *ad valorem* Court fee on the amount of compensation/ damages finally assessed by the Trial Court at the time of final determination of the claim.

On the other hand, learned counsel for respondents No. 1 & 2 submits that once a specific amount was claimed as damages/ compensation, the petitioner was atleast required to pay *ad valorem* Court fee on the said amount.

I have heard learned counsel for the parties and have gone through the paper-book. I am unable to find any substance in the submissions made on behalf of the petitioner.

Once a specific amount has been claimed as damages though pleaded and assessed to be tentative, the petitioner was required to pay Court fee on the amount so claimed in view of Clause (i) of Section 7 of the Court Fee Act, 1870 which is reproduced hereunder for reference:-

*“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:-
for money.—(i) In suits for money (including suits for damages or compensation, or arrears of maintenance of annuities, or of other sums payable periodically)—according to the amount claimed;”*

My aforesaid view is also derived from the law laid down by Hon’ble the Supreme Court in **State of Punjab and others Vs. Dev Brat Sharma**, 2022 (2) RCR (Civil) 464, and relevant paragraphs 20 and 21 of the same are reproduced hereunder for reference:-

“20. The moot question for consideration is whether the suit in question as framed was a money suit for compensation/damages falling under Clause (i) of Section 7 or was a suit falling in any of the categories specified in clause (iv) of Section 7 of the Act. A reading of the relief clause would make it abundantly clear that this was a money suit for compensation/damages and not falling under any of the categories mentioned in clause (iv) of Section 7 of the Act. Therefore, there would be no question at all for the applicability of Section 7(iv) of the Act. It would be a simple case of applicability of Section 7(i) of the Act and ad valorem Court-fees would have to be paid as per Schedule 1 Entry 1.

21. It is only with respect to the category of suits specified in clause (iv) of Section 7 of the Act that the plaintiff has the liberty of stating in the plaint the amount at which relief is valued and Court-fees would be payable on the said amount. Liberty given under clause (iv) to the specific suits of six categories is not available to the suits falling under any other clause, be it (i), (ii), (iii) etc. Once

the suit in question was a money suit for compensation and damages falling under clause (i) of Section 7 of the Act, ad valorem Court-fees would be payable on the amount claimed.”

In view of the discussion made hereinabove, I do not find any substance in the present revision petition as the petitioner being plaintiff having himself quantified the amount of damages as claimed in the plaint, though tentatively, was required to affix Court fee on the amount claimed, as per clause (i) to Section 7 of the Court Fee Act, 1870. Accordingly, the present revision petition is dismissed, upholding the order dated 13.08.2021 passed by the Trial Court.

Pending application(s), if any, shall also stand disposed of.

December 14, 2022
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(HARKESH MANUJA)
JUDGE

<i>Whether speaking/reasoned</i>	<i>Yes/No</i>
<i>Whether Reportable</i>	<i>Yes/No</i>