

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

(277)

CR-155-2022

Date of Decision : 24.04.2023

Parkash Devi**...Petitioner****Versus****Municipal Council, Tohana and others****...Respondents*****CORAM: HON'BLE MR. JUSTICE HARSIMRAN SINGH SETHI***

Present: Mr. R.S. Mamli, Advocate for the petitioner.

Ms. Vibha Tewari, Assistant Advocate General, Haryana.

Harsimran Singh Sethi J. (Oral)

The present civil revision petition has been filed challenging the order dated 11.11.2021 passed by the learned Additional Civil Judge (Sr. Divn.) by which, the petitioner has been directed to deposit the ad-valorem court fee on the amount of ₹25 lacs claimed as damages.

Learned counsel for the petitioner argues that once the amount of ₹25 lacs claimed is a tentative amount, the actual ad-valorem court fee will only be ascertained at the end of the trial keeping in view the amount for which the petitioner-plaintiff is held entitled for hence, direction being given by the trial court by the impugned order 11.11.2021 to affix the ad-valorem court fee on the specific amount of ₹25 lacs is totally arbitrary and illegal and liable to be set-aside.

On the other hand, learned counsel for the respondents-

defendants submits that keeping in view the judgment of the Hon'ble Supreme Court of India in Civil Appeal No. 2064 of 2022 titled as ***State of Punjab and others Vs. Dev Brat Sharma***, decided on 16.03.2022, the ad-valorem court fee is to be payable on the basis of the damages claimed in the civil suit, therefore, order passed by the trial court is perfectly valid and legal.

I have heard learned counsel for the parties and have gone through the record with their able assistance.

From the prayer clause, it is clear that a sum of ₹25 lacs have been claimed as damages in the present suit. It is also a conceded position that the ad-valorem court fee, which has been appended, is only of ₹200/-.

As per the judgment of the Hon'ble Supreme Court in ***Dev Brat Sharma's case (supra)***, even where damages are claimed, the ad-valorem court fee is to be payable upon the damages claimed. The relevant paragraph 21 of the said judgment is as under :-

“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.”

At this stage, learned counsel for the petitioner submits that the amount of ₹25 lacs is a tentative amount hence, no court fee on the said amount was liable to be affixed. It may be noticed that even in ***Dev Brat***

Sharma's case (supra), a sum of ₹20 lac was claimed as a tentative amount but Hon'ble Supreme Court of India held that the amount of court fee required to be deposited for the amount of compensation claimed i.e. ₹20 lac. Learned counsel for the petitioner has not been able to rebut the said contention.

Keeping in view the above, it cannot be said that the order passed by the trial court, which has been impugned in the present civil revision petition, is either contrary to the facts on record or is against the settled principle of law.

Keeping in view the above, no interference is called for by this Court in the present civil revision petition and the same is accordingly dismissed.

April 24, 2023
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(HARSIMRAN SINGH SETHI)
JUDGE

Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No