

IN THE HIGH COURT OF PUNJAB & HARYANA AT
CHANDIGARH

Civil Revision No.1623 of 2023

Date of Decision: 02.06.2023

Manjit Singh & Others

...Petitioners

Versus

Amritpal Singh & Others

...Respondents

CORAM: HON'BLE MRS. JUSTICE MEENAKSHI I. MEHTA

Argued by:- Mr. Rajesh Punj, Advocate,
for the revisionists-petitioners.

Mr. Aashish Chopra, Senior Advocate with
Mr. Gagandeep Singh, Advocate,
for respondent No.1-Caveator as well as
for respondent No.2.

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MEENAKSHI I. MEHTA, J.

By way of the instant revision-petition, the petitioners-defendants No.1 to 4-counter-claimants (here-in-after to be referred as 'defendants No.1 to 4') have laid challenge to the order dated 09.02.2023 (Annexure P-1) passed by learned Civil Judge (Junior Division), Ludhiana (for short 'the trial Court') in ***Civil Suit No.54 of 2021***, whereby the application (Annexure P-25), as moved by respondents No.1 & 2-plaintiffs-counter-respondents (here-in-after to be referred as 'the plaintiffs') under Order 7 Rule 11 read with Section 151 CPC, has been allowed and they have been directed to pay the requisite court-fee in respect of the amount, as mentioned by them in Para No.7 of their counter-claim.

2. As per the brief factual-matrix culminating in the filing of the present revision petition, the plaintiffs have filed the above-referred Civil Suit against defendants No.1 to 4 and respondent No.3-defendant No.5 for seeking a decree for the mandatory injunction, directing them to refund the amount of Rs.1.5 crore, as had been paid to them (defendants No.1 to 4) in pursuance of two agreements to sell dated 21.03.2008 and also to pay the damages/compensation, by way of the interest on the said amount and they have also prayed for the relief of permanent injunction to restrain defendant No.5 from releasing the amount of compensation to defendants No.1 to 4 in compliance of the Award dated 16.06.2017 and the enhanced compensation as well, while averring that defendants No.1 to 4 had executed the afore-said agreements to sell their land to them (plaintiffs) and had received the above-mentioned amount from them as advance money but however, some portion of the said land was acquired by National Highway Authority of India (for short 'NHAI') and the remaining portion could not be used for the purpose for which the entire land had been agreed to be purchased. Therefore, they requested the defendants to refund the afore-said amount to them but in vain. Defendants No.1 to 4 filed their written statement and also the counter-claim for seeking the compensation/damages, along-with interest thereon, on account of loss of money, time, energy, mental agony and harassment etc. Then, the plaintiffs moved the above-said application with the prayer to direct defendants No.1 to 4 to pay the *ad-valorem* court-fee on the specified liquidated amounts as per Para No.7 of the counter-claim and in the eventuality of their failure to do so, to reject their counter-

claim and the said application has been allowed by the trial Court vide the impugned order.

3. I have heard learned counsel for the petitioners-defendants No.1 to 4 as well as learned Senior counsel for respondents No.1 & 2-plaintiffs in the instant revision petition, at the preliminary stage and have also gone through the file carefully.

4. Learned counsel for defendants No.1 to 4 has contended that in their counter-claim (Annexure P-23), defendants No.1 to 4 have not claimed any specified amount from the plaintiffs as the compensation/damages and rather, the same would be quantified by the trial Court at the appropriate stage and defendants No.1 to 4 would affix/pay the court-fee in accordance with that amount and therefore, they cannot be directed to pay the *ad-valorem* court-fee at the very threshold of the proceedings in the Civil Suit/Counter Claim. To buttress his contentions, he has relied upon the observations made by the Apex Court in **State of Punjab and Others vs. Dev Brat Sharma 2022(2) R.C.R.(Civil) 464** and by this Court in **Manpreet Singh vs. Gurmail Singh and others 2017(1) R.C.R. (Civil) 230; Kushalpal Singh and others vs. Fortis Healthcare Limited and others 2020(2) PLR 243; Satbir Singh vs. Santosh and another 2019 (3) Law Herald 2019; Surender Kumar @ Salender Kumar vs. Abid Khan and Others 2023(1) R.C.R.(Civil) 845; FMI Limited vs. Annapurna Food Association 2022(4) R.C.R.(Civil) 526** and **Sandeep Kumar Verma vs. Narinder Pal Singh Judge and others 2022(4) R.C.R.(Civil) 511.**

5. Per-contra, learned Senior counsel for the plaintiffs has argued

that in Para No.7 in their counter-claim (Annexure P-23), defendants No.1 to 4 have specifically mentioned the amount of loss, allegedly suffered by them on account of the difference between the agreed sale consideration of their land, i.e @ Rs.1.5 crore per acre and the amount of compensation awarded to them in respect of the portion of their land as acquired by the NHAI and this fact makes it quite explicit that defendants No.1 to 4 have claimed the specific amount from the plaintiffs as damages/compensation and hence, they are liable to pay the court-fee accordingly.

6. Before adverting to the discussion on the merits of the present petition, this Court deems it expedient to reproduce the contents of para No.7 of the counter-claim filed by defendants No.1 to 4, which read as under:-

“7. That due to the backing out and disavowment from the said agreements by the opp. party/plaintiffs, the counter claimants suffered sizable direct loss on acquisition of the portion of the land by virtue of land acquisition award no.4 dated 16.08.2017 and award No.66 dated 23.09.2021 whereby the value of the land @ Rs.17,71,648/- per acre and Rs.32,00,000/- per acre respectively was accessed instead of Rs.1.5 crores per acre as per the said agreement.”

Further, in Para No.12 in the counter-claim, the said defendants have made the following assertions:-

“That due to backing out of the agreement to sell dated 21.03.2008 by the plaintiff the counter claimant of the defendant no.1 to 4 had suffered huge loss in receiving the less compensation amount against the acquisition of the land @ Rs.17,71,648/- per acre than the market value and

consideration in the said agreement @ Rs.1.5 crore per acre in the first land acquisition award passed in the year 2017 and its enhancement awarded in the year 2019 which is still not paid. Further loss also caused to the counter claimer in the second land acquisition award no.66/2021 @ Rs.32 lacs per acre against the market value as per agreements to sell 1.5 crore per acre meaning thereby the loss caused to the counter claimant up to 88% and 80% respectively the amount of Rs.1.5 crore per acre. If the opp. party/plaintiff honored the agreement to sell dated 21.03.2008, the counter claimant would not have suffered loss. As such a huge loss has been caused to the counter claimant due to the backed out by the opp. party/ plaintiffs in acquisition of land.”

The afore-quoted contents of the counter-claim speak volumes of the fact that defendants No.1 to 4 have, primarily, claimed compensation for the loss, as allegedly suffered by them at the hands of the plaintiffs, on account of the difference between the sale consideration agreed to be paid by them (plaintiffs) and the amount of compensation awarded to them, i.e. defendants No.1 to 4 for the portion of their land acquired by the NHAI. It being so, mere prayer of defendants No.1 to 4 for grant of compensation/damages, ‘*as may be assessed by the Court*’, is just a veiled claim for the specified amount of compensation and therefore, they are required to pay the *ad-valorem* court-fee on the amount, as mentioned in the above-cited paragraphs of their counter-claim.

7. The observations made by Hon’ble Supreme Court in **State of Punjab and Others (supra)** are of no avail to defendants No.1 to 4 because their Lordships have categorically held therein that in a suit for recovery as

damages, the *ad-valorem* court-fee would be payable on amount of the damages claimed and in the instant case also, defendants No.1 to 4 have specifically mentioned the amount of loss, as allegedly suffered by them, in their counter claim and have sought the damages for the same. Similarly, in **Kushalpal Singh and others (supra)**, **Satbir Singh (supra)**, **Surender Kumar @ Salender Kumar (supra)**, **FMI Limited (supra)** and **Sandeep Kumar Verma (supra)** also, the Co-ordinate Benches have categorically observed that in a suit for recovery of the damages, the *ad-valorem* court-fee is payable according to the amount claimed therein. In the present case, as discussed earlier, defendants No.1 to 4 have claimed the damages by specifying the amount of loss, in Paras No.7 & 12 of their counter-claim. The verdict, as rendered by this Court in **Manpreet Singh (supra)**, is of no avail to defendants No.1 to 4 in view of the afore-discussed observations made by the Apex Court in **State of Punjab and Others (supra)**.

8. As a sequel to the fore-going discussion, it follows that the impugned order does not suffer from any illegality, infirmity, irregularity or perversity so as to warrant any interference by this Court. Resultantly, the revision petition in hand, being *sans* any merit, stands dismissed.

June 02, 2023

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(MEENAKSHI I. MEHTA)
JUDGE

Whether speaking/reasoned:	Yes
Whether Reportable:	Yes