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IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CR No.4190 of 2024
Date of decision : 30.07.2024

RAJVIR SINGHPetitioner

Versus

KIRANJOT KAUR AND OTHERS ...Respondents

CORAM: HON'BLE MR. JUSTICE PANKAJ JAIN

Present : Mr. Khushagra Mahajan, Advocate for
Mr. Rahul Rampal, Advocate
for the petitioner.

PANKAJ JAIN, J. (ORAL)

Defendant is in revision challenging the order dated 5th of July, 2024 passed by Civil Judge (Senior Division), Ludhiana whereby application filed under Order 7 Rule 11 CPC read with Section 151 CPC stands dismissed on the ground that the plaintiff in the plaint has not quantified the amount which he was claiming as damages.

2. The plaintiff filed suit for recovery seeking damages on account of malicious prosecution and defamation. The paragraph w.r.t. valuation of the suit as well as prayer clause read as under:

“12. That the plaintiff excepts damages/compensation from the defendants, but it is yet to be ascertained/ decided by this Hon’ble

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Court and as such the value of the suit for the purpose of court fee and jurisdiction is tentatively assessed at Rs.500/- in view of the law laid down by the Hon'ble Punjab and Haryana High Court, Chandigarh, reported in 1993, CCC, P-48 (P&H) in the case titled as "Hem Raj Vs. Harchet Singh and others" and another case titled as "S. Ram Ar.S.Sp Sathappa Chettiar Appellant V/s S. Ram Ar. Ram Ramanthan Chettiar" AIR 1958 Supreme Court on which a court fee of Rs.50/- is paid on the plaint. However, the plaintiff undertakes to pay the proper court fee as per the directions of this Hon'ble Court, when lateron quantum of damages is ascertained."

Prayer Clause

Suit for recovery, as damages on account of malicious prosecution and for committing the defamation against the plaintiff, for lowering down the reputation of plaintiff in the eyes of General Public, her family friends, and relatives and public at large alongwith interest @ 18% per annum from the date of filing of the suit till realization of the decreetal amount.

3. An application filed by the petitioner/defendant No.2 seeking rejection of the plaint on the ground that even though the plaintiff has quantified the damages yet has not paid the *ad valorem* Court Fee and thus the plaint was liable to be rejected. Trial Court dismissed the application holding that the plaintiff in his suit for the purpose of jurisdiction valued the same to be Rs.1.00 lac and paid the Court Fee of Rs.500/- and thus he was not required to pay *ad valorem* Court Fee on Rs.15.00 lacs as alleged by the petitioner/defendant No.2.

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4. Ld. Counsel for the petitioner while assailing the impugned order has drawn attention of this Court to Paragraph No.8 of the plaint and submits that since the plaint has to be read as a whole and *de hors* the fact that in prayer clause the plaintiff evades to quantify the damages, he is liable to pay *ad valorem* Court Fee on Rs.15.00 lacs. Reliance is being placed upon law laid down in the case of **State of Punjab and others vs. Dev Brat Sharma (Civil Appeal No(s). 2064 of 2022 (arising out of SLP (Civil) No(s).12468 of 2018) decided on 16th of March, 2022, CR No.5552 of 2017** titled as **Kailash Chand and another vs. Gian Chand decided on 25th of May, 2023, CR No.1623 of 2023** titled as **Manjit Singh and others vs. Amritpal Singh and others decided on 2nd of June, 2023 and CR No.3091 of 2007** titled as **Surinder Pal vs. M/s Rainbow Promoters Pvt. Ltd. decided on 1st of October, 2010.**

5. I have heard counsel for the petitioner and have carefully gone through the records of the case.

6. This is a money suit seeking damages. Section 7(i) of the Court Fee Act deals with the same. Trite it is that the plaintiff is independent to assess the amount claimed. Thus, the test is the amount claimed by the plaintiff. From the prayer clause, it is evident that in the prayer clause the plaintiff has not quantified any amount. Reliance placed by counsel for the petitioner on Para No.8 of the plaint is also misconceived. Careful perusal

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of Para No.8 of the plaint would reveal that the same mentions the fact of legal notice having been served upon the petitioner wherein the plaintiff demanded Rs.15.00 lacs as compensation. But the fact remains that at the time of filing of the suit, the plaintiff has not quantified the damages. For the purpose of valuation of the suit, the plaintiff valued the same to be Rs.1.00 lac and paid *ad valorem* fee thereupon.

7. In the case of **State of Punjab and others vs. Dev Brat Sharma** (supra) also Supreme Court held as under:

“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 (1) of Section 7 of the Act, ad valorem Court-fees would be payable on the amount claimed.”

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8.

In view of above, this Court finds that the plaintiff having not quantified any damages and for the purpose of Court Fee having evaluated the suit to be Rs.1.00 lac and having paid *ad valorem* Court Fee thereupon, there is no legal infirmity in the impugned order that calls for interference by this Court while exercising revisional jurisdiction.
9.

In view of above, this Court does not find any infirmity in the impugned order. Resultantly, the instant revision petition is dismissed.

July 30, 2024	(Pankaj Jain)
Dpr	Judge
Whether speaking/reasoned	: Yes/No
Whether reportable	: Yes/No