



**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD
WRIT PETITION NO. 3051 OF 2014**

1. Vijay s/o. Narayandas Rizwani
2. Prakash s/o. Narayanrao Rizwani ...Petitioners

Versus

1. Rajesh s/o. Kishandas Rizwani
Died through Lrs Simran Rajesh Rizwani
2. Narayan S/o. Nawalroy Rizwani
3. Pradeep S/o. Narayandas Rizwani
4. Sureshchandra s/o. Pannalal Lahoti
5. Dr. Prakash Chimnani ...Respondents

Advocate for Petitioners : Mr. Anil H. Kasliwal

**CORAM : ABHAY J. MANTRI, J.
DATE : 10TH DECEMBER, 2025**

PER COURT :

1. Heard the learned Advocate Mr. A.H. Kasliwal, for the petitioners. None appears for the respondents.
2. By this petition, the petitioners are challenging the order dated 03.12.2010, passed by the learned 3rd Joint Civil Judge, Senior Division, Nanded, below exhibit 98, in Special Civil Suit No. 96/2002, whereby the application filed by the present petitioners for rejection of the plaint under Order VII Rule 11(b) of the Code of Civil Procedure (for short '*the CPC*'), as the respondents i.e. original plaintiffs have not valued the suit correctly.

3. Learned Advocate for the petitioners vehemently contended that the valuation of the suit property at the time of the filing of the suit in the year 2002 was Rs. 43,37,550/-. However, the respondents have not valued the suit for the said amount; they have valued the suit only at Rs. 1,60,000/- and paid the Court fees thereon. Therefore, he urged that the suit is liable to be rejected under Order VII Rule 11 of the CPC.

4. I have gone through the impugned order and record. It reveals that the plaintiff/respondent no. 1 filed a suit for a declaration that the compromise decree in Special Civil Suit No. 58/1992, dated 08.06.1992, is illegal, null and void and was obtained by playing fraud by defendant Nos. 2 to 5 in collusion with defendant No.1. In paragraph 31 of the plaint, he has categorically valued the suit at Rs. 1,60,000/- and paid the Court fees accordingly. However, the petitioners, i.e. defendant nos. 3 and 4 have filed the application, contending that the valuation of the suit property is Rs. 43,37,550/- and that respondent no. 1 failed to pay the Court fees thereon.

5. Learned Advocate Shri. Kasliwal, for the petitioners, has drawn my attention to Article 4 of Schedule 1 of the Bombay Court Fees Act and submitted that, in view of the same, the plaintiff is required to pay Court Fees. Perused the same, wherein it is mentioned that in case the plaint is filed to set aside a decree or order having the force of a

decree, the proper Court fee is the same as is leviable on a plaint in a suit to obtain the relief granted in the decree or order, as the case may be. Thus, it appears that the plaintiff has correctly valued the suit and paid the Court fees as required by Article 4 of Schedule I of the Maharashtra Court Fees Act.

6. It is pertinent to note that respondent no. 1 has filed the suit for a declaration that the compromise decree passed in Special Suit No.58/1992 dated 08.06.1992 is illegal, null and void, and obtained by playing fraud not binding on him; accordingly, he has paid the Court fees on it. It further appears from the impugned order that the plaintiff in the Special Civil Suit No. 58/1992, has filed the suit for specific performance of contract, wherein the valuation of the subject matter was mentioned as Rs. 1,60,000/- and learned Trial Court has considered the same and rightly held that the plaintiff has correctly valued the suit and paid the Court fees as required by Article 4 of Schedule I of the Maharashtra Court Fees Act. However, the learned Advocate for the petitioner failed to point out how the impugned order is illegal or perverse, despite the respondent challenging the decree in Special Civil Suit No. 58/1992. Therefore, in my view, respondent no. 1 has rightly valued the suit. As such, the order passed by the learned 3rd Joint Civil Judge, Senior Division, Nanded, appears just and proper, and no

interference is required in the impugned order.

7. As a result, the Writ Petition being devoid of merits, stands dismissed. No order as to costs.

(ABHAY J. MANTRI, J.)

SPC