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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 03.07.2025

CORAM

THE HONOURABLE MR JUSTICE P.B. BALAJI

CRP.No.1045 of 2025

& CMP.No.6039 of 2025

A.Marlin

... Petitioner

Vs.

R.Suresh

... Respondent

PRAYER: Civil Revision Petition filed under Article 227 of Constitution of India, to set aside the order dated 29.10.2024 in I.A.No.4 of 2024 in O.S.No.4690 of 2023 on the file of the VI Additional City Civil Court, Chennai.

For Petitioner : Mr.S.Lokesh

For Respondent : Mr.R.Ravi

ORDER

This Civil Revision Petition is filed at the instance of the plaintiff in a suit for recovery of money.

2.An application was filed by the defendant in I.A. No. 4 of 2024 under Order VII Rule 11(b) of CPC, seeking rejection of the plaint on the



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ground that the plaintiff had not paid proper court fee in the original plaint.

3.The Trial Court has accepted the case of the defendant and directed the plaintiff to make up the deficit court fee within a period of 60 days. Aggrieved by the said order, the plaintiff is before this Court by way of the above revision.

4.Heard the learned counsel for the petitioner/plaintiff and the learned counsel for the respondent/defendant.

5.The learned counsel for the petitioner/plaintiff would contend that the promissory note mentions the interest payable as per month, however, in the plaint, the plaintiff has claimed interest at the rate of per annum. He would further state that the court fee has been calculated on the basis of the interest calculated at the rate of per annum and not per month. Therefore, he contends that there is no deficit court fee payable in respect of the suit claim since the plaintiff even today restricts his claim for interest at the rate of 18% per annum and he is not seeking interest at the rate of 18% per month.



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6. However, the learned counsel for the respondent, per contra, inviting my attention to the order of the Trial Court, would contend that the suit claim is on the promissory note which clearly mentions that the rate of interest is at 18% per month and therefore there is no infirmity in the order of the Trial Court since the plaintiff's claim is only based on the plaint document.

7. I have carefully considered the submission advanced by the learned counsel on either side.

8. Even though the promissory note mentions a higher rate of interest, it is always open to the plaintiff to restrict his claim when he seeks recovery of money from the defendant. It is not in dispute that for the amount claimed and the interest calculated in the plaint, proper Court fee has been paid. The plaintiff cannot be compelled to pay an alleged deficit court fee in respect of interest, which he does not claim in the plaint.

9. In view of the above, the Civil Revision Petition is allowed. The



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order dated 29.10.2024 in I.A.No.4 of 2024 in O.S.No.4690 of 2023 on the file of the VI Additional City Civil Court, Chennai, is set aside. No costs.

Connected Civil Miscellaneous Petition is closed.

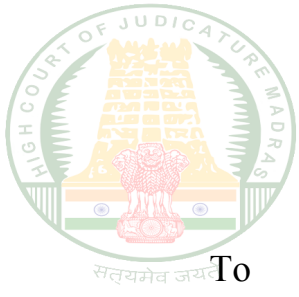
03.07.2025

Speaking/Non-speaking : Yes/No

Index : Yes

jrs

Note: Issue order copy on 07.07.2025.



To
WEB COPY The VI Additional City Civil Court, Chennai.



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P.B. BALAJI,J.

jrs

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