

**IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH****244****CR-2516-2019 (O&M)****Date of Decision : 30.04.2025**

Kulwinder Singh and Another

...Petitioners

VERSUS

General Manager, State Bank of Patiala and Another

...Respondents

CORAM : HON'BLE MRS. JUSTICE ALKA SARIN

Present : Mr. Kashish Garg, Advocate for the petitioners.

Ms. Madhu Dayal, Advocate for the respondents.

ALKA SARIN, J. (Oral)

1. Present revision petition has been preferred by the petitioners challenging the order dated 16.03.2019 whereby the application filed by the respondents under Order VII Rule 11 of the Code of Civil Procedure, 1908 for directing the plaintiff-petitioners to pay *ad valorem* court fees on the amount of damages to the tune of ₹97,36,321/- has been allowed.
2. Learned counsel for the petitioners would contend that the suit was for tentative damages of ₹97,36,321/-, which was to be adjudicated after the evidence has been led and therefore the impugned order dated 16.03.2019 is not sustainable in law.
3. *Per contra* learned counsel for the respondents has contended that once the damages have been quantified *ad valorem* court fees would be payable on the amount of damages claimed. In support of her argument, learned counsel for the respondents has placed reliance on the judgment of

the Hon'ble Supreme Court in the case of **State of Punjab & Ors. vs. Dev Brat Sharma [2022(2) RCR (Civil) 464]**.

4. Heard.

5. In the present case, though in the plaint it has been stated that it was a suit for tentative damages/compensation, however, a perusal of the plaint reveals that damages have been quantified as ₹97,36,321/-. Further the tentative value of the suit for the purpose of court fees has also been stated to be ₹97,36,321/-. Hon'ble Supreme Court in the case of **Dev Brat Sharma (supra)** has 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 (i) of Section 7 of the Act, ad valorem Court-fees would be payable on the amount claimed.”

6. In the present case, clearly the damages were quantified though in the plaint it was stated to be tentative. Even in the prayer clause the amount was duly quantified and the break-up was also mentioned.

7. In view of the above, I do not find any merit in the present revision petition and the same is accordingly dismissed. Pending applications, if any, also stand disposed off.

8. The petitioners are granted a period of 45 days for making good the deficiency in the court fees.

30.04.2025
jk

(ALKA SARIN)
JUDGE

NOTE: Whether speaking/non-speaking: Speaking
Whether reportable: YES/NO