

07.06.2024

Present: Ld. Counsel for plaintiff.
None for defendant.

Plaintiff has moved an application seeking recall of order dated 20.05.2024. She has relied upon a judgment passed by the Hon'ble Supreme Court of India in the matter of '*Suhridd Singh @ Sardool Singh Vs. Randhir Singh & Ors Civil Appeal Nos. 2811-2813 of 2010 [arising out of SLP [C] Nos. 6745-47/2009]*' to argue that if the plaintiff is not the executant of a document, the said plaintiff cannot be asked to pay court fees on the said documents.

In this case, as per order dated 20.05.2024, plaintiff was directed to pay *ad valorem* court fees on the face value of documents i.e. Rs. 20,50,000/- for which she is seeking a declaration that the same be deemed as null and void. This direction was given as she herself admitted in the plaint to have signed the said documents on 04.10.2016.

It is argued by the Counsel for the plaintiff that even though plaintiff signed the documents on 04.10.2016, she signed them in blank which were eventually misused by the defendant. Presuming that the same is true, still, this shall be a matter of trial as to under what circumstances did the plaintiff signed the papers qua the property in question on 04.10.2016.

Plaintiff in this case claims that she signed the documents dated 04.10.2016 in blank and therefore, the said

documents shall not confer any right title or interest in favour of the defendant. Consequently, in prayer (1) made in the plaint, plaintiff is seeking a decree of declaration that the said documents in possession of the defendant dated 04.10.2016 be declared as null and void. In para (19) of the said plaint, plaintiff has stated “that for the purposes of court fees and pecuniary jurisdiction, the suit has been valued at Rs. 20,50,000/- for the purpose of jurisdiction”.

Again, as per the title of the plaint, plaintiff herself states that the present suit is “SUIT FOR DECLARATION AND CONSEQUENTIAL RELIEF OF PERMANENT AND MANDATORY INJUNCTION”.

Now, if I consider the aforesaid facts, as per plaintiff, her suit is a suit for declaration with a consequential relief and therefore, shall fall under the third clause of Section 7(iv) of The Court Fees Act 1870. Under the said provision, the court fees payable for such a suit shall be according to the amount at which the relief is valued by the plaintiff. Now, once the plaintiff herself has valued her suit for the purposes of court fees and pecuniary jurisdiction at Rs. 20,50,000/-, in light of the aforesaid provision, she shall have to pay *ad valorem* court fees for the relief sought in prayer (1) of the plaint. If that be the case, there appears to be no ground to recall the order dated 20.05.2024.

As far as the judgment of the Hon’ble Supreme Court of India relied upon by the applicant is concerned, the same is not applicable to the facts of the case because in that case the valuation placed by the plaintiff in the said case was accepted as correct by the Hon’ble Supreme Court of India. But, once the plaintiff herself has placed a certain valuation on the relief, it is not for this Court to

doubt the same and thus, she shall have to pay court fees as per her own valuation. That being the case, the present application is devoid of any merits. It is accordingly dismissed.

Plaintiff is again directed to comply with order dated 20.05.2024.

List on 05.08.2024

Aashish Gupta
DJ-01/NE/KKD/DELHI
07.06.2024