



ORDER PASSED BELOW EXH.13
IN COMMERCIAL SUIT NO.01/2025

[CNR No.MHKO090001922025]

This is an application filed by defendant nos.1A and 1B under Order VII Rule 11 of Civil Procedure Code contending that the plaint is liable to be rejected on the ground of non-payment of proper Court fee. It is the contention of the defendants that direction be issued to the plaintiff to value the suit properly and affix the Court fee in view of Maharashtra Court Fees Act and failure to pay requisite stamp duty, plaint be rejected on the same ground.

2. It is the contention of the defendants that though the plaintiff has sought substantial monetary relief, he has wrongly valued the certain reliefs under section 6(j) of the Maharashtra Court Fee Act instead under section 6(i) and 6(d) of the said Act. The defendants submit that the plaintiff has sought a declaration that defendant no.1 is bound to pay royalty on DMF, TDS, GST and other statutory dues to the government and that said amounts to be recovered and paid accordingly. It is the case of defendants that the plaintiff has sought recovery of money or enforcement of pecuniary liability and therefore ad-voleram fee ought to have been paid under section 6(i) and 6(d) and not under section 6(j) of Maharashtra Court Fees Act. On this ground, plaintiff be directed to pay requisite stamp fee and if the plaintiff failed to obey the order, then plaint be rejected under Order VII Rule 11 of

Civil Procedure Code.

3. The plaintiff strongly opposed the application by filing say to the application. It is contended that in the suit, the plaintiff seeks a declaration of liability of defendant to the Government and not asked recovery of money by the plaintiff for himself. Plaintiff further submits that he has already paid an amount of Court fee on the monetary relief seek by him and for the remaining declaratory and ancillary relief, he has paid Rs.1000/- by calculating under section 6(j) of the Maharashtra Court Fees Act as enforcement of liability is not susceptible to the monetary evaluation and not otherwise provided for. Therefore, the valuation of the plaintiff is in accordance with the law and there is no deficit stamp duty to be paid.

4. The plaintiff in support of his contention relied on the cases of *Maria Philomina Pereira V/s. M/s. Rodrigues Construction – (1990) 1 MhLJ 445* and *Vrindavan (Borivali) Co-Op. Housing Society V/s. Karmarkar Brothers & Ors. -- (1982) MhLJ 607*. I have gone through the cases cited Supra, wherein it is held that enforcement of obligation arising out of agreement not fall within the scope of Section 6(xi) of Bombay Court Fees Act. It is statutory obligation which being enforced and notional valuation under section 6(iv)(j) of the Court Fees Act, would be proper. In case of *Vrindavan (cited Supra)*, it is held that enforcement of obligation is not susceptible of monetary valuation.

5. I have given thoughtful consideration to the argument advanced by both the sides. Also gone through the pleadings of the plaintiff and relief in the plaint.

6. From the Rival contentions following points crop for my determination :-

Sr. No.	Points	Findings
1]	Whether the suit is properly valued ? Yes
2]	What order ? As per final order

REASONS

As to point nos.1 and 2 -

7. To determine the proper valuation, it is important to mention relevant prayer of the plaintiff, which reads as under :-

“It is to be declared that defendant no.1 under the terms and conditions of unauthorized agreement dated 01.07.2022, is and was bound to take to the government the amounts towards royalty DMF, TDS, GST and other levies and the said amount be declared payable by defendant no.1 to the Government”.

8. On meaningful reading of the prayer, it appears that the plaintiff not asked payment of the said amount to himself

rather the direction is sought that the defendant no.1 shall pay statutory dues to the Government Authorities”.

9. The relief asked by the plaintiff is declaratory in nature. The plaintiff wants to enforce only the obligations and asked declaration in that regard. The claim therefore does not partake the character of money decree in favour of plaintiff. Merely because sum is mentioned in the annexure that does not automatically become the relief of recovery of money. Section 6(j) of Maharashtra Court Fees Act specifically governs regarding the relief, wherein monetary evaluation of the relief cannot be ascertained. In the cases cited supra, it is specifically held that when the plaintiff asked enforcement of obligation that prayer should be valued notionally as per section 6(iv)(j) of the Court Fees Act. Therefore, from the relief seek by plaintiff, I am of the view that the present application not having any merit, therefore, liable to be rejected. The plaintiff already paid Court fee of Rs.46,030/- for the recovery of amount. Therefore, I see no reason to direct the plaintiff to pay further Court fee. Hence, I pass the following order :-

ORDER

The application is rejected.

Place : Gadhinglaj.
Date : 13.11.2025.

(N. S. Puri)
Civil Judge Senior Division,
Gadhinglaj