

IN THE COURT OF THE DISTRICT MUNSIF, SULUR

Present : Tmt.M.Santhosham., B.Sc., B.L.,

District Munsif, Sulur

Thiruvalluvar year 2056 Visvvasu year, 23rd day of Masi

Saturday the 7th day of March 2026

I.A.No.5/2025

in

O.S.No. 124/2024

1. M. Karuppusamy

2. N. Kulanthaisamy

3. K. Saraswathi

4. D. Sudha

5. N. Ponnusamy

6. K. Ramesh

... Petitioners/Defendants

/VS/

Ms. Fortune Promoters,

A Partnership Firm, Rep by its

Partner/ Power of Attorney holder

Mr. V. Prabakaran

... Respondent/Plaintiff

This petition is coming on this day for final hearing before me in the presence of Mr.E.Gopalakrishnan, Advocate for the Petitioners and Mr.R.Prakash, Advocate for the Respondent and upon perusing the records, and this court made the following:

ORDER

This petition filed by the petitioner under order 7 rule 11 and section 151 of CPC to reject the plaint on account of undervaluing the suit.

1. The brief averments of the affidavit filed by the petitioners as follows:

1.1. The respondent/plaintiff has filed the main suit as against the

petitioners/defendants seeking for the relief of permanent injunction, “as not to evict the plaintiff from the peaceful possession and development work in respect of the petition mentioned property”. The respondent/plaintiff has sought for 2 prayers of permanent injunction and valued the said prayers notionally at the rate of Rs.1000/- (Rupee One Thousand Only) per each prayer and paid court fee under Section 27 (c) of TNCF and SV Act. At the outset, the petitioners/defendants condemned that the respondent/plaintiff cannot fix a notional value in the present suit since his prayer for permanent injunctions are not merely prayers which cannot be claimed to be capable of valuation.

1.2. The 1st prayer of the plaint viz., Para No.12 (a) reads as “grant a decree of permanent injunction restraining the defendants, their heirs, men and agents not to evict the plaintiff from the peaceful possession and development work of the plaint schedule property except under due process of law”. A notional value can be fixed for a bare injunction alone, whereas the respondent/plaintiff has additionally added a prayed viz., “development works of the plaint schedule property” for which the plaintiff has chosen to pay the notional value alone on reading of the plaint it goes on to show that the value of the development work is Rs.45,83,000/- (Rupees Forty-Five Lakhs Eighty – Three Thousand only). Therefore, the respondent/plaintiff ought to have paid court fee for the additional prayer i.e., not to disturb the development work.

1.3. The respondent/plaintiff has to pay appropriate court fee by fixing the value as recited in the plaint i.e., Rs.45,83,000/- by the respondent/plaintiff and the present court fee paid under notional value is barred under law and on that ground the plaint is liable to be rejected. Hence, the petition is to be allowed.

2. The brief averments of Counter statement filed by the Respondent as follows:

2.1. The petition is false, frivolous and unsustainable in law and on facts. The respondent has correctly valued the suit for permanent injunction. The

respondent has not sought the “development works of the plaint schedule property” as a separate prayer. The said works are the continuation of the prayer. The petitioner cannot read a prayer for splittings the same. The respondent need not to pay a court fee for Rs.45,83,000/-. The plaint cannot be rejected for this reason. It is settled law that a plaint can be rejected only on the defect in the plaint and not on the defense of the defendant. The petition is filed with intention to protract the proceedings of the case and to drag on the filing the written statement. Therefore the petition ought to be dismissed.

3. No Witnesses were examined on either side, and no documents were marked as exhibits.

4. Points for Consideration:-

Whether the petition under order 7 rule 11 and section 151 of CPC to reject the plaint is to be allowed?

5. Points :-

5.1. The petition affidavit, counter and the enquiry of both parties were carefully considered. Heard the counsels for both the parties. The suit documents were carefully examined. The Main suit is filed for permanent injunction against the petitioners/defendants. The original suit is currently pending for framing of issues.

5.2. Petitioners stated that, the respondent/plaintiff ought to have paid court fee for the additional prayer i.e., not to disturb the development work. The respondent/plaintiff has to pay appropriate court fee by fixing the value as recited in the plaint i.e., Rs.45,83,000/- by the respondent/plaintiff and the present court fee paid under notional value is barred under law and on that ground the plaint is liable to be rejected.

5.3. Respondent objected that, the respondent has not sought the

“development works of the plaint schedule property” as a separate prayer. The said works are the continuation of the prayer. The petitioner cannot read a prayer for splitting the same. The respondent need not to pay a court fee for Rs.45,83,000/-.

5.4. The respondent has not sought the “development works of the plaint schedule property” as a separate prayer. The said works are the continuation of the prayer. The petitioner cannot read a prayer for splitting the same. The respondent need not to pay a court fee for Rs.45,83,000/- Further, though it is stated that the court fee paid by the plaintiff in the original suit is incorrect, the suit cannot be dismissed solely on this ground. Therefore, the original suit need not be dismissed on this account. Considering the objection made by the respondents and finally in the interest of justice this petition is dismissed.

In the result, this petition is dismissed. No cost.

Dictated to the Steno-typist and directly typed by her in computer, corrected and pronounced by me in open court this the 7th day of March 2026.

Sd/M.Santhosham
District Munsif,
Sulur.

List of witnesses and documents on Petitioners side:- - Nil

List of witnesses and documents on Respondent side:- - Nil

Sd/M.Santhosham
District Munsif,
Sulur.

Draft/ Fair Order
 I.A.No.5/2025 in
 O.S.No.124/2024
 Dated:07.03.2026
 DMC, Sulur