
(2011) 11 MAD CK 0282
In the Madras High Court
Case No : C.S. No. 640 of 2010

Ramani and G.R. Sekar

APPELLANT

Vs

P. Parvathi and Others

RESPONDENT

Date of Decision : 16-11-2011

Acts Referred:

Civil Procedure Code, 1908 (CPC) — Order 14 Rule 2(1)
Tamil Nadu Court Fees and Suits Valuation Act, 1955 — Section 25, 25(6)

Citation : (2011) 11 MAD CK 0282

Hon'ble Judges : P.R. Shivakumar, J

Bench : Single Bench

Advocate : G. Govindarajan, for the Appellant; R. Parthasarathy for D1 to D6, Mr. Sathish Parasaran for D7 and Mr. K.S. Sundar for D8, for the Respondent

Judgement

Honourable Mr. Justice P.R. Shivakumar

1. The plaintiffs have filed the suit for the reliefs of 1) a declaration that the plaintiffs are the absolute owners of the suit property; 2) a declaration that the mortgage deed dated 31.08.2009 executed by Defendants 1 to 6 through their power agent, namely 7th defendant in favour of the 8th defendant and registered as Document No.4195 of 2009 on the file of the District Registrar, Chennai South is not binding on the plaintiffs in so far as the suit property is concerned; 3) a permanent injunction restraining the defendants, their agents, servants or any one claiming through them from interfering with the plaintiffs peaceful possession and enjoyment of the suit schedule property; 4) for a permanent injunction restraining the defendants from alienating or encumbering the suit schedule property; and 5) for costs.

2. The suit is resisted by the defendants. In their written statements, besides raising their pleas on the merits of the case, they have also raised a plea that the suit reliefs have been under-valued and the Court fee paid by the plaintiffs is insufficient. Besides taking such a plea, defendants 1 to 6 filed an application in A.No.5835 of 2010 for appointment of a Commissioner or such other officer of

the Court to inspect the suit property and determine the market value thereof. Another application was filed by the Defendants 1 to 6 in A.No.5836 of 2010 seeking a direction to the plaintiffs to pay deficit Court fee within such time to be fixed by the Court and to reject the plaint with cost in case of not complying with such a direction.

3. Both the applications were taken up for consideration and in Application No.5835 of 2010 an order was passed on 25.10.2010, appointing Mr. P.Ramaraj as Advocate Commissioner to inspect the suit property and to file a report regarding its valuation. After submission of the report by the Advocate-Commissioner regarding valuation, the court instead of accepting and acting on the valuation report submitted by the Advocate-Commissioner, decided to conduct an enquiry in the said application and as a result of such enquiry, framed an issue regarding the valuation and payment of court fee and directed trial of the issue as a preliminary issue. While directing the trial of the issue as a preliminary issue, this court made it clear that both parties could lead evidence regarding the preliminary issue. The relevant portion of the order containing the preliminary issue framed by this court and the direction to try the same as a preliminary issue is extracted here-under for the sake of convenience:

5. Though several contentions are raised on both sides, I am of the view that without framing, at least, a preliminary issue with regard to the correctness of the valuation and the Court fee paid and without affording an opportunity to both parties to lead evidence, it is not possible to go only on the basis of the valuation given by the Advocate Commissioner and straight away issue a direction to the respondents to pay the deficit Court fee. Though under Order XIV, Rule 2(1) CPC, it is preferable to try all issues together, the exception to such a rule is with regard to a question relating to the jurisdiction of the Court and the bar of Court under any law, which includes the question of adequacy of valuation and payment of proper court fee. Therefore, the applications are disposed of, by framing the following issue as a preliminary issue:

Whether the plaintiffs have properly valued the suit schedule property and have paid appropriate court fee?

6. The Registry is directed to list the suit in the first week of March 2011, irrespective of whether a written statement is filed or not, before the learned Additional Master No.I, for the parties to lead evidence on the preliminary issue. From the date of listing the preliminary issue for trial, the learned Additional Master No.I, is directed to complete the recording of evidence within two months.

4. Accordingly, the matter was listed before the Additional Master No.I for leading evidence on both sides on the preliminary issue and the parties led oral and documentary evidence. During the course of the trial of the preliminary issue, plaintiffs 2 and 1 were examined as Pws 1 and 2 respectively and three documents were produced as Exs.P1 to P3 on their side. On the side of the Defendants, DW1 and DW2 were examined and Exs.D1 to D3 were marked. The

Advocate Commissioner was examined as a Court witness (CW1) and his report was marked as C1.

5. Now this Court has to consider the evidence brought on record regarding the value of the suit property and give a finding on the above said preliminary issue. At the cost of repetition, the preliminary issue is once again reproduced here-under for the sake of convenience:

Whether the plaintiffs have properly valued the suit schedule property and have paid appropriate court fee?

6. The suit property is described to be a vacant land measuring an extent of 1 acre 36 cents (equivalent to 24 1/2 ground) that situates at Parvathi Street, Thiruvanmiyur, Chennai - 600 041 and is comprised in Paimash No.967, Survey No.172/3, T.S.No.3, Block No.57, having Patta No.140, Thiruvanmiyur Village, Mylapore-Triplicane Taluk, Chennai. The plaintiffs have taken the market value of the suit property to be Rs.2 crores and valued the relief of declaration u/s 25(b) of the Tamil Nadu Court Fees and Suit Valuation Act, 1955 at half of the market value and paid a Court fee on Rs.1 Crore being half of the market value of the suit property thus arrived at by the plaintiffs. In respect of other reliefs, notional value of Rs.1,000/-was adopted for each relief and corresponding court fees were paid. Regarding the valuation and payment of Court fee of the other prayers, namely Prayer Nos. 2 to 5, no serious dispute has been raised. So far as the first prayer, namely the prayer for a declaration that the plaintiffs are the absolute owners with a consequential relief of injunction of the suit property is concerned, the defendants have raised a plea that it was under-valued and lesser Court fee was paid by the plaintiffs.

7. The plaintiffs have led evidence in an attempt to show that the valuation adopted by them is correct and proper amount has been paid as Court fee. The second plaintiff, who figured as PW1, in his testimony in chief examination in the form of proof affidavit has not chosen to state anything as to how the plaintiffs had arrived at the valuation, except stating that the plaintiffs were relying on a partition deed dated 11.12.2008 and guideline value extract for arriving at the value of the suit property. Though he has referred to guideline value extract as one of the two documents relied on by the plaintiffs for the purpose of valuation, the same has not been either produced or marked as a document on the side of the plaintiffs. No reliable evidence has been adduced in proof of the contents of the guideline value extract referred to in his proof affidavit. The other document relied on by the plaintiffs, regarding which PW1 has deposed is a registered partition deed dated 11.12.2008. It should be noticed that plaintiffs 1 and 2 alone were the parties to the said document. Duplicate copy of the partition deed alone has been marked as Ex.P1. During cross-examination, answers were elicited from PW1 to the effect that guideline value in the area per square feet was Rs.3,000/-and the value of the suit property as per the guideline value would come to Rs.17 crores. Without producing any document to show what was the guideline value as on the date of plaint, PW1 would state that he enquired

the peon at the Sub-Registrar's Office in April/May 2010 and the said peon told him that the guideline value of the suit property was Rs.3000/ sq.ft.

8. The suit was filed on 13.07.2010. 2 to 3 months prior to the filing of the suit i.e, in the month of April - May, PW1 claims to have ascertained the guideline value from the peon of the Sub-Registrar's office. If it was so, the plaintiffs should have given the total value of the suit property as Rs.17 Crores and half of the value for the purpose of the relief of declaration u/s 25(b) of the Tamil Nadu Court Fees and Suit Valuation Act, 1955, should have been shown as Rs.8.5 Crores. But it is curious to note that half of the market value of the suit property has been given as Rs.1 crore in the plaint and thereby claiming that the market value of the entire suit property was Rs.2 crores. When a specific question was put to PW1 as to how half of the market value of the suit property was given as Rs.1 Crore in the plaint, PW1 pleaded ignorance. Therefore, there is a clear admission on the part of PW1 himself that the property and consequently the relief of declaration u/s 25(6) of Tamil Nadu Court Fees and Suits Valuation Act, 1955 had been under-valued in the plaint and a lesser Court fee had been paid. It is also pertinent to note that PW-1 himself has admitted that he shall be readily willing to purchase the property at the guideline value. By such an answer, PW-1 has admitted that market value in the area was not less than the guideline value.

9. In the cross-examination, PW-1 initially stated that he had mortgaged the suit property in 2008 for Rs.50 lakhs only. But he did not produce such a mortgage deed. On the other hand, he took time for producing the mortgage deed. On the next hearing date he produced an agreement for sale and gave an explanation that, by inadvertence, he referred to the said document as a mortgage deed while deposing on the previous date of hearing. In view of the said contradictory statements, the said document was not marked through PW1. It is also found from the deposition of PW-1 that the counsel appearing for both parties represented that the said document produced by PW1 on 22.03.2011 need not be received in evidence through him. It should also be noticed that PW1, in his evidence, had taken a categorical stand that his sister, namely the first plaintiff, did not know about the valuation of the property and she never used to visit the suit property. In view of the inability to mark the agreement through PW1, the first plaintiff was made to depose as PW2. Through her, two sale agreements dated 29.01.2009 were marked as Exs.P2 and P3. Ex.P2 is an agreement for sale executed in favour of one Mr. Eby Thomas by the second plaintiff G.R. Sekar as the general power of attorney holder of the first plaintiff Ramani. Ex.P3 is another agreement of the very same date, namely 29.01.2009, executed in favour of the same person, namely Mr. Eby Thomas by the second plaintiff G.R. Sekar for himself. Both the documents were registered on the file of the District Registrar, Madras South on 02.02.2009. In the said documents, the mutually agreed price for the half share of the first plaintiff was quoted as Rs.1,75,00,000/-and the mutually agreed price for the half share of the second plaintiff was quoted as Rs.1,75,00,000/-. It must be seen that the agreements

were dated 29.01.2009, several months prior to the filing of the suit. The valuation of the suit property has not been made even in accordance with the value found in Exs.P2 and P3. If the said value had been adopted, the relief of declaration where a consequential injunction has also been prayed for ought to have been valued at Rs.1,75,00,000/-under section 25(d) of the Tamil Nadu Court Fee and Suits Valuation Act, 1955, whereas the plaintiffs have valued the said relief at Rs.1 Crore. Therefore the said documents, namely Exs.P2 and P3 cannot be relied on to find out the value of the suit property as on the date of filing of the suit.

10. It should also be noticed that PW2, through whom Exs.P2 and P3 were marked, deposed contrary to the recitals found in the said documents regarding the date of receipt of advance. In paragraphs 3 and 4 of Ex.P2, it has been stated that a sum of Rs.5,00,000/-was paid on 27.12.2008, one month prior to the date of agreement and a further sum of Rs.20,00,000/-was paid on the date of agreement. Similar is the recital found in Paragraphs 3 and 4 of Ex.P3. A conjoint reading of both the agreements would show that the recitals are to the effect that both the plaintiffs together received Rs.10,00,000/-as advance on 27.12.2008 and a sum of Rs.40,00,000/-as further advance on the date of agreements for sale. Quite contrary to the recitals found in Exs.P2 and P3, PW2 would state in her evidence that they received the entire advance of Rs.50,00,000/-on the date of agreement and they did not receive any advance prior to the date of Exs.P2 and P3 agreements. The said contradiction, when viewed in the light of the testimony of PW1, whose evidence was to the effect that they had mortgaged the property for a sum of Rs.50,00,000/-and also in the light of the fact that on a subsequent date he changed his version and referred to the documents as agreement, citing inadvertence as the reason for the discrepancy, will go to show that the plaintiffs have created those documents, namely Exs.P1 to P3, quoting a lesser amount as market value and agreed sale price respectively with ulterior motive.

11. In fact the further evidence of PW2 as if she signed the sale agreement marked as Ex.P2 and that while she was signing the same, the attesting witnesses were sitting outside, would show that PW2 does not know anything about the documents Ex.P2 and P3 and they were the documents created by PW1, the second plaintiff. PW2, the first plaintiff is not a signatory to Ex.P2. PW1, the second plaintiff alone has signed it on behalf of the first plaintiff as her general power of attorney holder. The evidence of PW2 as if she signed Ex.P2 sale agreement is contrary to what is found in Ex.P2. It is also pertinent to note that no deed of power of attorney, allegedly executed by the first plaintiff in favour of the second plaintiff, has been produced. In Exs.P2 and P3, time for payment of the balance consideration has been noted as 24 months from the date of agreement. In paragraph 5, it has been stated that the time for payment of balance sale consideration of Rs.1,50,00,000/-(Rupees One Crore Fifty Lakhs only) shall be 24 months from the date of the agreement of sale in respect of schedule mentioned property. But paragraph 8 runs contrary to the same. For

better appreciation, paragraphs 5 and 8 are extracted hereunder:

5. The time for payment of balance sale consideration of Rs.1,50,00,000/- (Rupees One Crore Fifty Lakhs only) shall be the 24 months from the date of the agreement of sale in respect of schedule mentioned property."

"8. Since the balance sale consideration has been paid, the VENDOR have agreed to execute a sale deed in favour of the PURCHASER or his nominee/nominees on the date requested by the PURCHASER, empowering them to deal with the schedule mentioned vacant piece of land, which will be in force till the entire transaction is completed

In paragraph 5 it has been stated that the purchaser shall have 24 months" time from the date of agreement for payment of the balance sale consideration. But, paragraph 8 contains a contrary recital as if the entire sale consideration had been paid as on the date of agreement and the agreement would be in force till the entire transaction is completed.

12. It is pertinent to note that PW2 herself, during cross-examination, admitted that they were not ready to sell the property to the purchaser under the agreements, namely Mr. Eby Thomas, for the price quoted in Exs.P2 and P3 agreements and they had to negotiate since the value of the property had gone up. The 24 months time quoted in Exs.P2 and P3 for payment of the balance consideration would come to an end only by the end of January 2011. The suit was filed in July 2010 itself. PW2 has deposed within two months from the date of expiry of the time stated in Exs.P2 and P3. Even then, she would admit that she and her brother were not prepared to execute sale deeds in favour of Eby Thomas, the purchaser under the agreements for the price quoted therein. It is also pertinent to note that PW2 has admitted that they did not write any letter to Mr. Eby Thomas directing him to pay the balance sale consideration and that she also pleaded absence of knowledge as to whether Eby Thomas came forward to pay the balance consideration and get the sale deed executed in his favour. Yet another admission made by her during cross-examination is that she does not know anything personally regarding the present suit as well as Ex.P2 agreement for sale. A careful consideration of the evidence of Pws 1 and 2 will show that Exs.P2 and P3 were created showing a meager amount as agreed sale price which is several times lower than the market value of the property, with the aim of showing a lesser amount as market value in the suit, which was in their contemplation.

13. Ex.P1 is the partition deed dated 11.12.2008. The same was registered on 12.12.2008. In the said document one half of the suit property was allotted to the first plaintiff and the other half of the suit property was allotted to the second plaintiff and the value of the shares allotted to 1st and 2nd plaintiff were given as Rs.25,00,000/ each. A comparative consideration of Exs.P1, P2 and P3 would go to show that even within 15 days from the date of partition under Ex.P1, the property was sought to be sold to Eby Thomas under the agreements Exs.P2 and

P3 for Rs.3,50,00,000/-. Therefore, we have to come to the conclusion that all these documents were brought into existence showing a meager amount as market value or agreed sale price and hence a decision regarding the market value of the suit property cannot be arrived at on the basis of any one of the above documents, namely Exs.P1 to P3.

14. The Advocate-Commissioner appointed by this Court has submitted a report stating that the guideline value of the suit property was Rs.17,77,24,800/-and higher value reflected in the registered documents was Rs.36,75,00,400/-. In page 2 of his report, the learned Advocate-Commissioner has given four values as follows:

- 1) Total Guide-line value is Rs. 17,77,24,800/-& Higher Guide-Line value Rs.36,75,00,400/
- 2) Total Market Value is Rs. 64 Crores
- 3) Total Market Value is Rs. 68,97,24,000/
- 4) Total Market Value is Rs. 49,36,80,000/-

In addition, at the concluding paragraph, the learned Advocate-Commissioner has stated that the market value of the suit property be assessed between Rs.56.00 crores to nearly Rs.60.00 crores, as per the information of his UG classmate by name R. Suresh. Such a nebulous observation is found in the concluding paragraph of the report, which is extracted below:

Therefore, it is prayed that this Hon"ble Court may be pleased to assess and determine the Market value of the said property is either between Rs.56 Crores to nearly Rs.60 Crores as per the fairly informations from my U.G.Classmate namely Mr. R. Suresh according to the sale consideration of his house admeasuring 2487 Sq.ft for Rs.3,00,00,000/-& suggestions from the valuers Mr. Thirunavukkarasu & Mr. Baabu which was fairly collected by me (or) nearly Rs.50 Crores as per the Report given by the Institution Valuer, Mr. Baabu appointed by this Hon"ble court and render justice.

Only after going through the said report and considering the nebulous character of the report regarding valuation of the suit property, this court decided to ask the parties to lead evidence in proof of the market value of the property. The Advocate-Commissioner sought to rely on an information obtained from the Registration Department regarding the higher value reflected in a document registered in the office. But the copy of the document was not obtained and produced. Only if the copy of the document is available, the location of the property and advantages of the property can be considered to make a comparison of the same with the suit property. Even the plaintiffs have not chosen to get a copy of the said document to contend that the said document could be the basis on which valuation of the suit property can be made. Therefore, this court is of the strong view that the report of the Commissioner is useless and the value of the property cannot be fixed based on such report

marked as Ex.C1.

15. Apart from that, according to the plaint allegations, the suit property is valued as a vacant site for the purpose of valuation of the relief and payment of court fee. When such is the case, even the appointment of a Commissioner to find out value of the vacant land, will not be necessary. Even if it is so, he can simply get the records relating to similarly situated properties in the adjoining areas for comparison and then submit a report regarding the valuation of the vacant site. If it is a case of a site with a building, then some kind of expertise is needed to value the building apart from the land. For finding out the value of the land, instead of relying on the Commissioner's report, it shall be prudent to make a decision based on the evidence adduced on both sides.

16. Let us now consider the evidence adduced on the side of the defendants. A document relied on by the defendants is a registered mortgage deed dated 31.08.2009 executed by the defendants 1 to 7 in favour of the 8th defendant namely, the Housing and Urban Development Corporation Limited. A loan of Rs.19.15 crores was sanctioned by the 8th defendant for the development of the suit property. It is seen from the said document that one of the conditions for the grant of loan is that the value of the immovable property, which is the subject matter of the mortgage, ought not to be less than 175% of the loan amount outstanding with interest due at any time during the subsistence of the loan. Dw2-K.Anantharaman was the person authorized to do liaison work with HUDCO, the 8th defendant on behalf of the 7th defendant for the purpose of raising loan. He has also stated that the mortgagors under Ex.D3 sale deed were required to maintain the value of the property at not less than 175% of the outstanding amount of the loan. Therefore, as on the date of the mortgage created under Ex.D3, the market value of the property would not have been less than 33.5 Crores and it would have been even more than that. Therefore, the market value has to be fixed above Rs.33.5 crores. One Mr. P.V. Shanmugam, Managing Director of M/s. KGEYES Residency Private Limited, namely the 7th defendant has deposed as Dw1. In fact the other defendants D1 to D6 are none other than his close relatives, namely his wife and children and wife and daughter of a predeceased brother of DW1. Referring to a sale deed dated 24.11.2010 executed by one Dr. Arun Chitharanjan in favour of one K. Raghavendra Rao in respect of a property measuring 2 grounds 2280 sq.ft (7080 sq.ft) in Arundale Nagar Beach Road, Thiruvannamiyur Village, he has deposed that the market value of the suit property will not be less than Rs.15,000/-per sq.ft and the total market value of the suit property having an extent of 1.36 acres (equivalent 24.5 grounds) will be about Rs.88 Crores. A certified copy of the sale deed referred to by DW1 in his proof affidavit has been marked as Ex.D1. Under the said document, an extent of two grounds and 2280 sq.ft (7080 sq.ft) of land, along with a building constructed thereon having a plinth area of 1800 sq.ft in the ground floor and 1200 sq.ft in the first floor and also a compound wall with a length of 300 sq.ft was sold for a sum of Rs.10,50,00,000/-. The split up particulars of the value as provided in the document is as follows:

Land value - Rs. 10,26,00,000/-

Building Value -Rs. 24,00,000/-

Total -Rs. 10,50,00,000/-

The said property, according to the evidence of DW1 is in the nearby area and the same will reflect the market value of the suit land. If the market value is calculated on the basis of the said rate, the rate shall be as follows:

Market Value of the Land

Per sq.ft -Rs. 14,491.525

Per ground -Rs. 3,47,79,660/-

Total extent of the suit property is 24.5 grounds

Total Value of the suit property = Rs. 85, 21, 01670.00

(24.5 X Rs. 3,47,79,660)

Rounded to Rs. 85,00,00,000/-

A Sale Deed regarding comparatively smaller piece of land with an extent of 7080 sq.ft. (2 grounds and 2280 sq.ft.) is taken as the sample sale for fixing the market value of the suit property having an extent of 58,880 sq.ft. Normally when the sale deed regarding a small piece of developed land is taken as a sample sale for fixing the market value of a larger area, certain percentage of deduction for developmental expenses should be made. In this case, the evidence shows that the property is a fully developed site and there is no need to deduct any percentage for developmental expenses. Moreover the property situates in the heart of Thiruvanmiyur in Chennai city. It is surrounded by schools and other establishments and also by multi-storeyed apartments. In the developed urban area, for development into multi-storeyed buildings, we need spacious land. It is not in dispute that the property is being developed by the first defendant into multi-storeyed apartments. Evidence has been led through DW-1 in this regard. The said development found in the suit property is not disputed by the witnesses examined on the side of the plaintiffs. For a promotion of multi-storeyed apartments, the promoter may go for purchasing a large block of land even for a higher price. Therefore, this court deems it fit to hold that in this case there is no necessity to allow any deduction in the market value to be calculated on the basis of Ex.D1 towards developmental expenses. For all the reasons stated above, the market value of the suit property, as on the date of filing of the suit is to be fixed at Rs.85.00 Crores.

17. The defendants seem to have contended that since the plaintiffs are out of possession, they ought to have sought for declaration and recovery of possession and not for declaration and injunction. An attempt has also been made to show that the property is not a vacant site and on the other hand, construction was in progress and a substantial portion of the building had been put up as on the date

of filing of the suit and that hence value of the relief ought to have been made by taking into consideration the value of the building also. The said stand taken by the defendants in the trial regarding the preliminary issue relating to valuation of the relief and payment of court fee is not sustainable. It may be a ground of defence on the merits of the case. But the same shall not be a sustainable plea in respect of the preliminary issue regarding valuation and payment of court fee. Plaintiffs have filed the suit based on their pleading that there was no superstructure in the suit site as on the date of filing of the suit, and that is the reason why the plaintiffs have sought for a declaration of the title regarding the site alone and for a consequential injunction not to disturb their possession. Of course, now it has been admitted in evidence that the possession is with the defendants 1 to 7 and the construction is being put up by the said defendants. But the plaintiffs have taken a stand in their evidence that such development was made subsequent to the filing of the suit. As such the question, whether the suit property was in the possession of the plaintiffs as on the date of filing of the suit and whether the suit for declaration and injunction without a prayer for recovery of possession is maintainable, cannot be gone into at this stage. It has to be agitated on the merits of the case and not in the trial regarding the preliminary issue as to the correctness of the valuation of the relief and payment of court fee. The relief sought for by the plaintiffs is to be valued based on the plaintiff averments. If the plaintiffs were out of possession and chose to seek a declaration of title with a consequential injunction, instead of recovery of possession, the question "Whether such a declaration would be granted or not?" has to be agitated, considered and decided finally in the suit on its merit. The same does not have any bearing on the decision to be arrived at in the preliminary issue.

18. The foregoing discussions will show that the market value of the suit property as on the date of plaint has to be fixed at Rs.85,00,00,000/-and the relief of declaration with a consequential injunction should have been valued u/s 25(b) of Tamil Nadu Court Fees and Suit Valuation Act, 1955 at Rs. 42.5 Crores.

Court fee payable thereon is Rs. 42,53,525.00

Court fee already paid is Rs. 1,03,525.00

Balance court fee to be paid Rs. 41,50,000.00

There is no dispute regarding the correctness of the value of the other reliefs.

19. For all the reasons stated above, this court comes to the conclusion that the first relief, namely the relief of declaration as a consequential relief of injunction has been sought for is undervalued and the value of the reliefs should have been made at Rs.42.5 Crores as against Rs.1,00,00,000/-and a sum of Rs.42,53,525/- should have been paid as court fee as against Rs.1,03,525.00. Therefore, the plaintiffs are directed to deposit the deficit court fee of Rs.41,50,000.00 within three weeks from today. In case of default, the plaint shall be rejected. The matter is directed to be called on 08.12.2011.