

**IN THE COURT OF SH. RAVINDER SINGH-1, DISTRICT JUDGE-03,  
EAST DISTRICT, KARKARDOOMA COURTS: DELHI**

**CS No. 448/2025**

**Saima Parveen** W/o Mr. Maqsood Zafar Bakshi,  
R/o House No. E-256, Gali No. 6,  
Near Manglam Hospital, I.P. Extension,  
Mandawali Fazalpur, Delhi-110092

..... Plaintiff

Versus

**Rekha Burman** W/o Sh. Partap Singh,  
R/o House No. D-494,  
West Vinod Nagar, Delhi-110092

.....Defendant

**ORDER**

1. Vide this order, I shall dispose of the defendant's application under Order VII Rule 11 read with Section 151 CPC.
2. Defendant in her aforesaid application stated that the agreement to sell is not registered in spite of fact that its registration is compulsory under Section 17 (1A) of Registration Act as it is for immovable property worth more than Rs. 100/-. Further, as per agreement to sell, the sale deed was to be executed till 31.07.2020 but this suit has been filed on 07.08.2025 i.e beyond the period of 3 years in terms of Article 54 of Part 1 of the Schedule of The Limitation Act, as such suit is barred by Limitation. Further, the plaintiff must ever and prove that she has always been ready & willing to perform her part of agreement as per section 16 of Specific Relief Act. So, the suit is liable to be rejected.

3. Plaintiff did not prefer to file any reply to the aforesaid application.
4. I have heard the arguments of Mr. K.K. Vaid, Ld. Counsel for the plaintiff and Mr. Rajinder Juneja- Ld Counsel for the defendant and have carefully perused records as well as written submissions of the defendant.
5. The brief facts which are relevant for the disposal of the present application are that:
  - (a) The plaintiff and the defendant entered into an agreement to sell on 12.01.2020 with respect to two built up unfurnished flats each measuring 50 square yards on 4<sup>th</sup> floor (front & back side) in property bearing no. A-36, out of Khasra No. 1379/89, Madhu Vihar, Mandawali Fazalpur, Near Patpar Ganj Depot, Illaqua Shahdara, Delhi-110092 (hereinafter referred to as suit flats) for a total consideration of Rs. 20 lakhs and the sale transaction was to be completed on or before 31.07.2020. The plaintiff paid Rs. 3 lakhs as earnest money to the defendant.
  - (b) They both also agreed that the plaintiff would pay Rs. 2,00,000/- by 30.01.2020, thereafter the defendant shall hand over the suit flats to the plaintiff. But, due to Corona, it was agreed between them that the payment would have been paid upto 30.11.2020.
  - (c) Plaintiff paid a sum of Rs. 1,00,000/- in cash to the defendant on 05.10.2020, as a part payment vide endorsement on the back side of agreement to sell and the period of remaining payment was extended till 30.11.2020. However, as the property was sealed by the MCD and due to pendency of the court cases related to the suit flats, the defendant could not execute the sale deed of the suit flats.

(d) Plaintiff claimed that after dismissal of the court case and de-sealing of the property by the MCD, the defendant handed over her the possession of suit flats after receiving payment of Rs. 5,00,000/- in cash on 30.01.2025 and she assured her that the endorsement of the same would be done before the execution of the sale deed which would be executed on or before 15.03.2025 after receiving of balance consideration amount of Rs. 11 lakhs.

(e) Plaintiff contacted the defendant on 14.03.2025, to give her the balance amount of Rs. 11 lakhs and to execute the sale deeds of the suit flats but defendant demanded extra amount of Rs. 8,00,000/-, in addition to the balance amount of Rs. 11,00,000/-, claiming to be the expenditure incurred by her on litigation of the property in question/suit flats. So, she served a legal notice upon the defendant to honour the agreement to sell but she has not responded to her legal notice,

(f) Hence, plaintiff filed this suit for specific performance of a contract or in the alternate for recovery of Rs. 9,00,000/- and for permanent injunction.

6. Before proceeding any further, it is relevant to discuss the Law of Rejection of Plaint as enshrined under Order VII Rule 11 CPC which reads as under:-

*“Rejection of Plaint - The plaint shall be rejected in the following cases:-*

*(a) where it does not disclose a cause of action;*

*(b) Where the relief claimed is undervalued, and the plaintiff, on being required by the Court to correct the valuation within a time to be fixed by the court, fails to do so;*

*(c) where the relief claimed is properly valued but the plaint is written upon paper insufficient stamped, and the plaintiff, on being required by the*

*Court to supply the requisite stamp-paper within a time to be fixed by the Court, fails to do so;*

*(d) where the suit appears from the statement in the plaint to be barred by any law;*

*(e) where it is not filed in duplicate;*

*(f) where the plaintiff fails to comply with the provision of rules 9:”*

7. There is no dispute about the settled legal proposition that it is only the averments made in the plaint and the accompanying documents which can be looked into for the purpose of dealing with an application under Order VII Rule 11 CPC. In *T. Arivandandam Vs. T.V. Satyapal, (1977) 4 SCC 467*, Hon’ble Supreme Court while dealing with the powers of the Court under Order VII Rule 11 CPC had noted that where the meaningful reading of the plaint disclosed that the suit which had been filed was in fact vexatious and meritless; it being a case of clever drafting which has created the illusion of a cause of action, it must be nipped in the bud by the Court.

8. Ld. Counsel for the defendant during the course of arguments pressed the only ground for rejection of the plaint is that suit is barred by limitation. He argued that it is an admitted case of the plaintiff that there is no acknowledgment in writing for extension of completion of sale transaction till 15.03.2025 or any acknowledgment of payment of Rs. 5,00,000/- on 30.01.2025 in the handwriting of the defendant, as such, benefit of section 18 & 19 of Limitation Act, cannot be extended to the plaintiff, so the suit is barred by limitation as it has been filed beyond the prescribed period of three years. In support of his submissions, Ld. Counsel for the defendant relied upon case laws i.e *Raghwendra Sharan Singh Vs. Ram Prasanna Singh (Dead) by LRs. (2019) 5 SCALE 70; Neelam Bhatia & Ors. Vs. Ritu Bhatia*

*& Ors. CS (OS) 141/2022 DHC; Manoj Kumar Narang Vs. Amit Mehra & Ors. RFA 33/2026 DHC; Sarita Ravi Vs. Nisha Taneja RFA 200/2025 DHC; Manju Rani Vs. Basanti Mallick RFA 188/2026 DHC; M/s DSC Limited & Another Vs. M/s S.P. Singla Constructions Pvt. Ltd. O.M.P (COMM) 356/2018 DHC; Kamal Narayan Vs. Banirami 1923 Nagpur 332; and Durham Careline India Pvt. Ltd. Vs. Studio Line & Ors. 162 (2009) DLT 123.*

9. Ld. Counsel for the plaintiff argued that due to Covid-2019, the period w.e.f. 15.03.2020 till 28.02.2022 has not counted for the period of limitation for any suit appeal etc, so the period of limitation in the case in hand started w.e.f. 01.03.2022 in terms of Hon'ble Supreme Court Judgment passed *In Re: Cognizance for Extension of Limitation (Suo Motu WP Civil No. 3/2020)* as such same was expired on 28.02.2025, but before that i.e on 30.01.2025, plaintiff has paid part payment of Rs. 5,00,000/- to the defendant and thereafter, defendant extended time for completion of agreement till 15.03.2025, so fresh period of limitation came into effect from 16.03.2025 and plaintiff filed this suit on 07.08.2025, so the suit is within limitation. He further argued that the issue of limitation is always a mixed question of law and fact, so evidence is required to be adduced. In support of his submissions, Ld. Counsel for the plaintiff relied upon *Daliben Valjibhai & Others Vs. Prajapati Kodarbhai Kachrabhai & Another 2024 INSC 1049*.

10. Let me consider the present application in view of the facts and circumstances of the case in hand as well as the settled law on the subject. It is necessary to refer to the certain admitted facts in the matter.

- I. *The plaintiff and the defendant entered into an agreement to sell qua suit flats on 12.01.2020 for a total consideration of Rs. 20 lakhs.*
- II. *The plaintiff paid Rs. 3 lakhs as earnest money to the defendant.*
- III. *The transaction of sale/purchase was to be completed till 31.07.2020 as per agreement to sell dated 12.01.2020.*
- IV. *Covid -2019 restriction started before 31.07.2020.*
- V. *The plaintiff filed this suit on 07.08.2025.*

11. It is the case of the plaintiff that due to Covid period, the time period for execution of the sale deed was extended till 30.11.2020, but the defendant disputed it claiming that sale deed was to be executed on or before 31.07.2020 as per agreement. Admittedly, due to Covid-2019 restrictions, Hon'ble Supreme Court vide its order *In Re: Cognizance for Extension of Limitation (Suo Motu WP Civil No. 3/2020) dated 10.01.2022*, excluded the period from March 15, 2020, to February 28, 2022, from computing limitation for any suit, appeal, application, or proceeding and if the balance limitation remaining with effect from 01.03.2022 is greater than 90 days, that longer period applies. So it is hardly any matter whether the sale transaction was to be completed on 31.07.2020 or on 30.11.2020 as in both the cases the period of limitation to file the suit in the case in hand started with effect from 01.03.2022, which remains till 28.02.2025.

12. Now it is to be seen whether the fresh period of limitation begun or not?

13. Plaintiff pleaded that on 30.01.2025, after de-seal of the property by the MCD and dismissal of the court case, defendant handed over the possession of the suit flats after receiving a sum of Rs. 5,00,000/- in cash and

assured her that sale deed will be executed on or before 15.03.2025, so fresh period of limitation begun from 16.03.2025 onward which is 3 years in terms of Article 54 of Part 1 of the Schedule of The Limitation Act. The relevant pleadings in the plaint in this regard are as under:-

*8. That on 30.01.2025, after the suit property was de-sealed by MCD & dismissal of the court case, the defendant handed over the possession of the said flats to the plaintiff, after receiving a further cash payment of Rs. five Lacs (5,00,000/-). The endorsement was not given at that time of part payment on the agreement to sell & it was assured that the same shall be done before the execution of sale deed.*

*9. That the flats are in raw condition without doors, windows, plaster or flooring, electricity/water fittings.*

*10. That it was further assured by the defendant, that the sale deed shall be executed by her, on or before 15.03.2025, after receiving the balance payment of Rs. Eleven Lacs (11,00,000/-) only.*

14. It is clear from above said pleadings that there is no written acknowledgment regarding receiving of Rs. Five Lacs (5,00,000/-) in cash by the defendant on 30.01.2025. Further, there is no endorsement in writing that the period of completion of the sale transaction was extended till 15.03.2025.

15. Sections 18 and 19 of the limitation Act, deal with extension of the limitation period for filing suits. Section 18 focuses on the effect of written acknowledgment of liability before the limitation expires, while Section 19 addresses the effect of part-payment of a debt or interest. Both sections allow for an extension of the limitation period, creating a fresh period from the date of acknowledgment or payment. An

acknowledgment of liability must be made in writing and signed by the party against whom the right is claimed.

16. In *M/s DSC Limited & Anr V/s. M/s S.P. Singla Constructions Pvt. Ltd. OMP.(comm) 356/2018* Hon'ble Delhi High Court has held that:

*26. Even if it is assumed that any such assurances were given by the petitioner no.1, the same were clearly not in writing as required by Article 26 of the Schedule to the Limitation Act, 1963 or Section 18 of the Limitation Act, 1963 and the time having begun to run for the purposes of limitation, could not have stopped or be extended based on such oral assurance.*

17. In *Durham Careline India Pvt. Ltd.(supra)*, it has been held that

*10. Even if for a moment the plea of the plaintiff that the meeting had taken place between the parties on 5.8.2002 in which defendants had allegedly acknowledged their liability is accepted, still it would not save the present suit from limitation because the minutes of meeting of 5.8.2002 were not reduced into writing and, therefore, the same cannot be used for giving the benefit of the same to the plaintiff. No useful purpose is going to be served by keeping this suit alive because the alleged acknowledgment is not in writing so as to bring the suit within the purview of Section 18 of the Limitation Act.*

18. As regards the argument on behalf of the plaintiff that the issue of limitation requires evidence is concerned, the ratio of case law relied upon by the plaintiff is not applicable in the present facts and circumstances of the case, as in that case, plaintiff came to know about execution of sale deed dated 18.10.1996 by their brothers (defendant-1 and 2) in favour of defendant-3 to 6 on 26.02.2012, so Hon'ble Court held that it is a mixed question of law and fact regarding knowledge of the plaintiff of execution of sale deed and the period of limitation has not started from the date of execution of sale deed.

19. In view of the above discussion, I am of the opinion that the suit filed by the plaintiff on 07.08.2025 with regard to cause of action that allegedly arose prior to three years of its filing, so is liable to be rejected being barred by limitation. Consequently, the aforesaid application of the defendant Order VII Rule 11 CPC is hereby allowed and accordingly, suit is hereby rejected. No order as to costs.

**Announced in the open Court  
on 30<sup>th</sup> Day of March, 2026**

**(Ravinder Singh-I)  
District Judge-03, East,  
Karkardooma Courts, Delhi**