

BEFORE THE XIX ADDITIONAL CITY CIVIL COURT, CHENNAI

**Present: Thiru. Rajkumar, M.A., M.L.,
XIX Additional Judge, City Civil Court, Chennai**

Dated this 09th day of February 2026, Monday

I.A.No.03/2025 in O.S.No.1842/2025

CNR.No.TNCH01-002629-2025

Sabeeya Beevi

... Petitioner/2nd Defendant

(Vs)

1) M/s Emeson Developers,

rep. by its Managing Partner Syed Ahmed

2) Syed Ahmed

... Respondents/Plaintiffs

This petition having stood over for consideration till this date came finally before me on 10-11-2025 in the presence of M/s.M.B.Mushtaque Ahamed, M.B.Anumanra Begum and Samiullah.Z, learned counsels for the petitioner and of M/s.P.Giridharan, H.Siddarth and C.Thiagarajan, learned counsels appearing for the respondents, upon perusing the documents and hearing the arguments of both sides, this court today doth deliver the following:

ORDER

This petition has been filed under Or.VII Rule 11 CPC to reject the plaint.

1.The averment of the petition filed by the petitioners in brief:

1.1 This petitioner is 2nd defendant in the main suit which has been filed for recovery of money based on contractual Rental Agreement dt:01-09-2020 alleged to have been entered into by 1st respondent's firm and deliver of vacant possession. The 1st respondent has wrongly mentioned in the plaint that M/s.Emeson Developers is a registered firm but the fact is that it is an

unregistered partnership firm which is barred from suing or bring suit claim arising out of contractual transaction against the party as contemplated u/s 69(2) Indian Partnership Act and therefore, the suit is not maintainable.

1.2 On reading of the plaint, it is revealed that 1strespondent is a partnership firm had acquired the suit property under Sale Deed No:447/2020 dt:06-08-2020 by paying sale consideration which is disputed on the ground that there is no free consent for transfer of property by way of sale. To say otherwise, the sale was brought forward under threat and coercion. This petitioner has acquired the suit property under Hiba declaration from her husband Kadhar Sultan and has been in peaceful possession and enjoyment of the same. The husband of the petitioner informed that under pressure without receiving sale consideration he was forced to execute the above impugned Sale Deed which has to be declared null and void in O.S.No:8228/2024. There is a legal infirmity attached with the present suit and hence, the suit is not maintainable and hence, plaint is liable to be rejected. Hence, the petition.

2. The averments of counter filed by the respondents in brief:

2.1 The allegations of the petitioner do not attract invocation of Or. VII Rule 11 of CPC and hence, the present application is liable to be dismissed. The petition filed by petitioner is wholly misconceived and legally untenable either in law or on facts. The suit has been filed by this respondent seeking for directing

the 1stpetitioner to vacate and hand over possession of suit property and to to pay rental arrears, mense profit and future mesne profit. That no reliefs have been sought by respondent as against 2nd and 3rd defendant in the suit since they has filed two suits in O.S.No:51102021 and O.S.No:8228/2022 challenging the Sale Deed by way of which the property was alienated in favour of the respondents. Therefore, the 2ndand 3rd defendant being in laws of 1stpetitioner were made parties to the suit since they are proper and necessary parties. That the entire case of respondents is based on the Lease Agreement dt:01-09-2020 entered between 1strespondent and 1stpetitioner for leasing the suit property. During the tenure of lease period, the 1stpetitioner paid lease amount for 8 months and thereafter, refused to make payments and has been squatting in the premises till date without paying rent to respondent. Therefore, suit filed for recovery of possession, rental arrears and *mesne* profit. That the allegations of petitioners that there is no cause of action to sue the petitioners is devoid of merits since no relief has been sought by respondents and are being added as a party to proceedings since they are proper and necessary parties.

2.2 As per Sec. 43(2) of TNCF & SV Act, the court fee payable for recovery of possession from a tenant to be calculated on the annual rent payable by tenant. As per Lease Agreement, the 1st petitioner aged to pay Rs.50,000/- towards rent per month. Therefore, the annual rent payable is Rs.6,00,000/- and

the court fee paid for Rs.6,00,000/- is Rs.18,000/-. That the allegation that court fee has not been paid on the market value of property for recovery of possession is baseless. Therefore, on the said ground, the present petition is not maintainable.

2.3 The contention of the petitioners that the 1strespondents firm is an unregistered partnership firm but the 1strespondent firm is a registered with Registrar of Firms, Chennai vide Registration No:1071/2014. The Copy of Certificate of Registration has also been filed. Since the 1strespondent is a registered partnership firm, there is no statutory bar u/s 69 of Partnership Act and the 1strespondent is entitled to sue in its own name. Therefore, on the said ground, the petition is not maintainable.

2.4 That the petitioners are not the owners of the suit property as alleged. The 3rd defendant has sold the suit property to 1strespondent vide Sale Deed No:447/2020 dt:06-08-2020 for sale consideration of Rs.70,00,000/- which was duly received by 2ndpetitioner. The 1strespondent firm is a sole and absolute owner of suit property as on date and the petitioners do not have any title over the suit property. The remaining averments are denied as false, baseless and unsustainable. The facts has no relevance to the present suit.

2.5 The 1strespondent has purchased the suit property from 2ndpetitioner after payment sale consideration and upon the request of 1stpetitioner, the suit

property was leased out to him for a period of 11 months under Sale Agreement dt:01-09-2020. As per the Lease Agreement, 1stpetitioner is bound to pay rent of Rs.15,000/- every month to the respondents. In fact, 1stpetitioner paid the rent for a period of 8 months thereafter, defaulted in making payment of rent and refused to vacate the suit premises in spite of repeated requests put forth by respondents which necessitated for filing the suit. Therefore, petition has to be dismissed with cost.

3. The point for consideration is whether petitioner is entitled for the relief sought for in the petition.

3.1 This petition has been filed under Or.VII Rule 11 CPC to reject the plaint. Firstly, it is the contention of petitioner that 1strespondent is not a registered partnership firm and hence, the suit is not maintainable since unregistered Partnership firm represented by single partner not by all partners. Per contra, the learned counsel for respondents debunked the above argument and contended that 1strespondent partnership firm has been registered before the Registrar of Firm, Chennai vide Registration No:1071/2014 and the copy of the same has also been annexed along with counter. On considering rival contentions, I find that 1strespondent firm has been registered and necessary documentary proof has been filed before this court. Therefore, I do not find any merit in the first contention of the petitioner side and hence, the same was

accordingly rejected. Secondly, whether the consideration was passed as alleged by the respondents or not and whether free consent of the seller was obtained or not for Sale Deed No:447/2020 dt:06-08-2020 is a matter of trial and the same cannot be decided in this Or.VII Rule 11 CPC application.

3.2 Thirdly, for rejection of plaint or even for the purpose of fixation of court fees, the averments contained in the plaint alone to be taken into consideration and to elaborate further, this court has to lean liberally in favour of the party who is approaching the court, since the matter of court fee is between the court or state and plaintiff and petitioner being the defendant cannot step into the shoes of state compel this court to adopt pedantic, stringent and hyper technical approach shutting the doors of this court to any litigant since access to justice is not the exclusive domain of the opulent. This court has to make fair, meaningful and comprehensive reading and not formal reading of the plaint which has been clearly enunciated by Hon'ble Supreme Court in Arivanandam (Vs) Satyapal & Ors (1977) 4 SCC 467 and applying the dictum followed in the above decision, I am of the considered view that the present suit is very well maintainable and cannot be axed at threshold on the ground of deficit court fee and I am of the considered view that this court cannot curtail the precious civil right of any litigant sitting upon ivory towers. In the nutshell, I do not find any merit in this petition and the same is liable to be dismissed. In

fine, I conclude that petitioner is not entitled to the relief sought for in the petition and thus the above point is answered accordingly against the petitioner.

In the result, the petition stands dismissed with cost.

Dictated to the steno-typist, directly computerized by her, corrected and pronounced by me in the open Court, this 09th day of February, 2026.

**XIX Additional Judge,
City Civil Court, Chennai.**