

13 CS 629/25
PARAMJEET KAUR Vs. DALVEER KAUR

20.07.2026

At 11:04am

Present: Sh. Vikrant Vallabh Sharan, Ld. Counsel for
plaintiff.
Sh. Amit Pushya and Ms. Tanishka Sharma, Ld.
counsels for defendants.

Fresh Vakalatnama filed on behalf of plaintiff on
25.05.2026. Same is taken on record.

**I.A. No.1/2026 (Application under Order VII Rule 11 r/w Section
151 CPC).**

Application under Order VII Rule 11 r/w Section
151 CPC (I.A. No.1/2026) filed on behalf of D-3. Copy already
supplied. Same has been acknowledged.

Reply to the application under Order VII Rule 11
CPC filed on behalf of plaintiff.

Arguments heard on the application under Order VII
Rule 11 CPC.

Put up for orders at 4:00pm.

(Deepanker Mohan)
District Judge-04
Shahdara District/KKD Courts/Delhi
20.07.2026

At 4:37pm

Present: Sh. Vikrant Vallabh Sharan, Ld. Counsel for
plaintiff through VC.

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None for defendant.

1. Ld. counsel for defendant submits that the present suit is time barred. He further submits that plaintiff has sought the relief of declaration for declaring the relinquishment deed dated 12.05.2017 as null and void. He further submits that as per Article 58 of the Limitation Act, the time period for filing the suit for declaration is 03 years. He further argued that plaintiff, by way of clever drafting, wants to get a suit adjudicated which is hopelessly time barred. He further argued that plaintiff has no cause of action to seek the partition as plaintiff has relinquished her share in the suit property in favour of defendant No.1 vide relinquishment deed dated 12.05.2017. He further argued that the plaint be rejected.

2. On the other side, Ld. counsel for plaintiff submits that the present suit is well within limitation. He further submits that in the year 2016, defendant No.1 called plaintiff to give NOC for installation of electricity connection and water connection over the suit property. He further argued that defendants in connivance with each other have played fraud upon plaintiff and got executed the relinquishment deed dated 12.05.2017 from plaintiff in favour of defendant No.1 in respect to the suit property. He further argued that upon receiving the reply dated 20.06.2025 to the legal notice dated 11.06.2025, plaintiff came to know about the existence of relinquishment deed dated 12.05.2017. He further

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argued that the present application is not maintainable and is liable to be dismissed.

3. It is settled law that while deciding application under Order VII Rule 11 CPC only the averments of the plaint in its entirety are to be considered by taking those averments to be correct and the plaint cannot be rejected on the basis of allegations made by defendant in his written statement or in the application for rejection of plaint. The Court has to read the entire plaint as a whole to find out whether it discloses cause of action and if it does, then the plaint cannot be rejected by the Court exercising the powers under Order VII Rule 11 of the Code of Civil Procedure, 1908.

4. The Hon'ble Supreme Court of India in *Liverpool & London S.P. & I. Asson Ltd. versus M.V. Sea Success I and Anr. (2004) 9 SCC 512*, held that the plaint and documents relied upon when discloses cause of action then plaint cannot be rejected merely for the reason that such averments are not sufficient to prove the facts stated in the plaint for the purpose of obtaining relief claimed in the suit.

5. Plaintiff by way of present suit is seeking relief of partition, declaration, possession and permanent injunction against defendants in respect to the suit property bearing No.9/5887, Indra Gali, Subhash Mohalla, Gandhi Nagar, Delhi-31, ad-measuring 200 sq. yards constructed upto 4th floor.

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6. As per plaint, the suit property was owned by Sh. Harbans Singh i.e. father of plaintiff and defendant No.2 and 3 and husband of defendant No.1. Sh. Harbans Singh had died intestate in the year 1985 leaving behind plaintiff and defendants as his first class legal heirs.

7. After the death of Sh. Harbans Singh, plaintiff and defendants have inherited the suit property to the extent of 1/4th share each.

8. In the year 2016, defendant No.1 called plaintiff to give No Objection Certificate for installation of electricity and water connections in the suit property. Plaintiff had signed the NOC in favour of defendant No.1 in presence of defendant No.2 and 3 at KKD Courts.

9. Unfortunately, on 01.02.2025, husband of plaintiff had left for his heavenly abode leaving behind plaintiff and his two unmarried children. After the death of her husband, plaintiff was not in a position to maintain herself and her children, therefore, she approached defendants to seek their help and shelter in the suit premises but all the defendants clearly refused to give any help to her and also refused to give her share in the suit property.

10. Plaintiff has sent a legal demand notice dated 11.06.2025 to defendants which has been duly served upon them but instead of complying the terms of the notice, they have sent a false reply dated 20.06.2025 stating that plaintiff has already relinquished

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her share in the suit property in favour of defendant No.1. Plaintiff has never relinquished her share in the suit property to defendant No.1 or any other defendants. Thus, the present suit.

11. Plaintiff in para No.(a) of the plaint has sought decree of declaration for declaring the relinquishment deed etc. if any, as null and void. Plaintiff has not filed the relinquishment deed along with the plaint. Plaintiff in her plaint has stated that she has never relinquished her share in the suit property in favour of defendant No.1.

12. Plaintiff in para No.3 of her legal notice dated 02.06.2025 has stated that in the year 2016, some documents had been executed in favour of defendant No.1 by all the legal heirs of Late Sh. Harbans Singh transferring his/her right in favour of defendant No.1.

13. Plaintiff has also sent rectified legal notice dated 11.06.2025 to defendants and in para No.3 of the said rectified legal notice, plaintiff has again pleaded that all the legal heirs of late Sh. Harbans Singh had executed relinquishment/transfer deed in respect to the suit property in favour of defendant No.1 in the year 2016.

14. The contents of the legal notice dated 02.06.2025 and rectified legal notice dated 11.06.2025 clearly shows the admission on the part of plaintiff that she along with defendant No.2 and 3 has relinquished/transferred her share in the suit

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property in favour of defendant No.1. The legal notice dated 02.06.2025 and rectified legal notice dated 11.06.2025 do not state that the said relinquishment deed executed by plaintiff in favour of defendant No.1 has been obtained/got executed by misrepresentation/fraud. Plaintiff has not pleaded in her legal notice or rectified legal notice that in the year 2016, she has signed the relinquishment deed in favour of defendant No.1 in respect to the suit property on the asking of defendant No.1 that she is giving NOC for installation of electricity and water connections in the suit property. The contents of plaint are contrary to the contents of legal notice dated 02.06.2025 and rectified legal notice dated 11.06.2025.

15. Plaintiff has not taken plea of fraud or misrepresentation in her legal notice dated 02.06.2025 and rectified legal notice dated 11.06.2025. The plea of misrepresentation taken in the plaint is an after thought and illusory. It is noteworthy to mention here that plaintiff has not disclosed the date when and how she came to know about the existence of relinquishment deed. The plaint also does not disclose the date when plaintiff came to know about the purported fraud/misrepresentation committed by defendants upon her. The plaint does not disclose necessary ingredients of fraud/misrepresentation.

16. The Hon'ble Supreme Court of India in ***C.S. Ramaswamy versus V.K. Senthil & Ors.*** - Civil Appeal No. 500/2022 (D.O.D.: 30/09/2022) held that mere stating in the plaint that a fraud has

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been played is not enough and the allegations of fraud must be specifically averred in the plaint, otherwise merely by using the word “fraud”, the plaintiffs would try to get the suits within the limitation, which otherwise may be barred by limitation. The averments of plaint should disclose how the fraud has been committed/ played.

17. Admittedly, plaintiff has already transferred/relinquished her share in the suit property in favour of defendant No.1 vide registered relinquishment deed dated 12.05.2017, therefore, she has no right left in the suit property during the lifetime of defendant No.1.

18. Plaintiff has not challenged the relinquishment deed dated 12.05.2017 within 03 years from the date of its execution, therefore, the present suit is time barred.

19. In *Ram Singh versus Gram Panchayat Mehal Kalan*, (1986) 4 SCC 364, the Hon’ble Apex Court held that when the suit is barred by any law, the plaintiff cannot be allowed to circumvent that provision by means of clever drafting so as to avoid mention of those circumstances, by which the suit is barred by law of limitation.

20. The real object of Order VII Rule 11 of the CPC is to keep out of Courts irresponsible law suits. Therefore, it is a tool in the hands of the Courts by resorting to which and by searching examination of the party in case the Court is prima-facie of the

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view that the suit is an abuse of the process of the Court in the sense that it is a bogus and irresponsible litigation, the jurisdiction under Order VII Rule 11 of CPC can be exercised. The whole purpose of conferment of powers under Order VII Rule 11 of CPC is to ensure that a litigation which is meaningless and bound to prove abortive should not be permitted to occupy the time of the Court and must be terminated and brought to an end at the earliest. It is also settled law that law cannot permit clever drafting which creates illusions of a cause of action.

21. In *Dahiben versus Arvinbhai Kalyanji Bhansai*, 2020 SCC Online 563, the Hon'ble Supreme Court held that the remedy under Order VII Rule 11 CPC is an independent and special remedy, wherein the Court is empowered to summarily dismiss a suit at the threshold, without proceeding to record evidence, and conducting a trial, on the basis of the evidence adduced, if it is satisfied that the action should be terminated on any of the grounds contained in this provision. The provision of Order VII Rule 11 CPC is mandatory in nature. It states that the plaint "shall" be rejected if any of the grounds specified in clause (a) to (e) are made out. If the Court finds that the plaint does not disclose a cause of action, or that the suit is barred by any law, the Court has no option, but to reject the plaint.

22. Considering the averments of plaint, legal notice dated 02.06.2025, rectified legal notice dated 11.06.2025 and above discussions, this Court is of the considered view that plaintiff has

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no legal right in the suit property during the lifetime of defendant No.1. This Court further concludes that the present suit is time barred as plaintiff has not challenged the validity of the registered relinquishment deed dated 12.05.2017 within 03 years from its execution. This Court further hold that plaintiff has no valid cause of action for filing the present suit against defendants.

23. In view of the above findings, the ~~plaint~~ stands rejected under Order VII Rule 11(a) and (d) CPC.

24. Application under Order VII Rule 11 CPC (I.A. No.1/2026) is hereby allowed. Suit and application (I.A. No.1/2026) are accordingly disposed of.

25. Consequently, application under Order XXXIX Rule 1 and 2 CPC is accordingly disposed of being infructuous.

26. Decree sheet be prepared accordingly.

27. File be consigned to record room after due compliance.

(Deepanker Mohan)
District Judge-04
Shahdara District/KKD Courts/Delhi
20.07.2026