

--:Order below Ex.25 in Regular Civil Suit No. 184 of 2023::-

1. The defendant No. 6,7 and 9 filed a present application under Order 7 Rule 11 of the Code of Civil Procedure and prayed for rejection of the plaint on the ground that the suit was barred under the laws of limitation and the plaint did not disclose any cause of action.
2. The defendant's advocate submitted that the plaintiff's suit is time barred. Further, it was submitted that the under challenged sale deeds of the year 2008 to 2011. The plaintiff instituted the present suit for the partition for the property which was already partitioned and the entry of partition has been mutated in revenue record in the year 2001. The plaintiff has admitted in his plaint that the suit property did not belong to his share. The plaintiff has no cause of action as well as the plain is barred by law of limitation. Hence, the plaint must be rejected.
3. The plaintiff's advocate has submitted a reply of the application vide Exh.29 and denied all the contention of the application.
4. The plaintiff submitted that the present suit is not only for the cancellation of the sale deed but also for the partition. The plaintiff came to know about the fraud in the year 2023. The sale deeds are null and void and were created by forge. Further the plaintiff has argued that the plaint cannot be

rejected under Order 7 Rule 11 as the issue of consideration is a mixed question of law and facts.

5. As the present application has been filed by the defendants on relying upon the provision of O.7 R.11 of the Code of Civil Procedure 1908 and therefore, It is required to reproduce provision of Order 7 Rule.11.

Order-7, Rule-11. 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 returned upon paper insufficiently 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;

6. In view of the above provision, looking to the plaint at Exh. 1, the plaintiffs have filed the present suit with respect to the suit properties. Certain undisputed facts emerging from the the plaint as well as documents submitted along with the plaint which may be necessary for adjudication of the present Applications are as under:
 1. The entry of partitioned has been mutated in the year of 2001.
 2. The sale deeds in question are registered sale deeds. And registered between the years 2008 to 2011.
 3. There is a prayer with regard to the partition of the suit properties.
 4. The plaintiff and defendant No. 1 to 3 are not in possession of the suit properties.
 5. The suit is filed in the year of 2023.
7. After due consideration of the facts averred in the plaint as well as the application on hand, it is an undisputed fact that the sale deeds were registered and possession had been handed over to defendants no. 6 to 9, and the revenue entries to that effect were also mutated.
8. To understand the controversy better, it is necessary to rely on the provisions of the Limitation Act, The Transfer of Property Act, Section 17 of the Limitation

Act, and [Article 56](#) of Part III of the Schedule of Limitation Act, which are relevant. It reads as under:

“ 17. Effect of fraud or mistake.—

[\(1\)](#) Where, in the case of any suit or application for which a period of limitation is prescribed by this Act,—

[\(a\)](#) the suit or application is based upon the fraud of the defendant or respondent or his agent; or

[\(b\)](#) the knowledge of the right or title on which a suit or application is founded is concealed by the fraud of any such person as aforesaid; or

[\(c\)](#) the suit or application is for relief from the consequences of a mistake; or

[\(d\)](#) where any document necessary to establish the right of the plaintiff or applicant has been fraudulently concealed from him, the period of limitation shall not begin to run until plaintiff or applicant has discovered the fraud or the mistake or could, with reasonable diligence, have discovered it; or in the case of a concealed document, until the plaintiff or the applicant first had the means of producing the concealed document or compelling its production: Provided that nothing in this section shall enable any suit to be instituted or application to be made to recover or enforce any charge against, or set aside any transaction affecting, any property which—

[\(i\)](#) in the case of fraud, has been purchased for valuable consideration by a person who was not a party to the fraud and did not at the time of the purchase know, or have reason to believe, that any fraud had been committed, or

(ii) in the case of mistake, has been purchased for valuable consideration subsequently to the transaction in which the mistake was made, by a person who did not know, or have reason to believe, that the mistake had been made, or

(iii) in the case of a concealed document, has been purchased for valuable consideration by a person who was not a party to the concealment and, did not at the time of purchase know, or have reason to believe, that the document had been concealed.

(2) Where a judgment-debtor has, by fraud or force, prevented the execution of a decree or order within the period of limitation, the court may, on the application of the judgment-creditor made after the expiry of the said period extend the period for execution of the decree or order: Provided that such application is made within one year from the date of the discovery of the fraud or the cessation of force, as the case may be."

It is also important to refer to the provisions of Article 56 of Part III of the Schedule of Limitation Act which provides that limitation period for filing the suit for declaring the forgery of an instrument issued or registered is three years from the date of knowledge of registration of the instrument.

Section 55 in The Transfer of Property Act, 1882

"55. Rights and liabilities of buyer and seller.—In the absence of a contract to the contrary, the buyer and the seller of immovable property respectively are subject to the liabilities, and have the rights, mentioned in the rules next following, or such of them as are applicable to the property sold:—

(1) The seller is bound-

(a) to disclose to the buyer any material defect in the property 1 [or in the seller's title thereto] of which the seller is, and the buyer is not, aware, and which the buyer could not with ordinary care discover;

(b) to produce to the buyer on his request for examination all documents of title relating to the property which are in the seller's possession or power;

(c) to answer to the best of his information all relevant questions put to him by the buyer in respect to the property or the title thereto;

(d) on payment or tender of the amount due in respect of the price, to execute a proper conveyance of the property when the buyer tenders it to him for execution at a proper time and place;

(e) between the date of the contract of sale and the delivery of the property, to take as much care of the property and all documents of title relating thereto which are in his possession as an owner of ordinary prudence would take of such property and documents;

(f) to give, on being so required, the buyer, or such person as he directs, such possession of the property as its nature admits;

(g) to pay all public charges and rent accrued due in respect of the property up to the date of the sale, the interest on all encumbrances on such property due on such date, and, except where the property is sold subject to encumbrances, to discharge all encumbrances on the property then existing.

(2) The seller shall be deemed to contract with the buyer that the interest which the seller professes to transfer to the buyer subsists and that he has power to transfer the same: Provided that, where the sale is made by a person in a fiduciary character, he shall be deemed to contract with the buyer that the seller has done no act whereby the property is encumbered or whereby he is hindered from transferring it. The benefit of the contract mentioned in this rule shall be annexed to, and shall go with, the interest of the transferee as such, and may be enforced by every person in whom that interest is for the whole or any part thereof from time to time vested.

(3) Where the whole of the purchase-money has been paid to the seller, he is also bound to deliver to the buyer all documents of title relating to the property which are in the seller's possession or power: Provided that, (a) where the seller retains any part of the property comprised in such documents, he is entitled to retain them all, and, (b) where the whole of such property is sold to different buyers, the buyer of the lot of greatest value is entitled to such documents. But in case (a) the seller, and in case (b) the buyer, of the lot of greatest value, is bound, upon every reasonable request by the buyer, or by any of the other buyers, as the case may be, and at the cost of the person making the request, to produce the said documents and furnish such true copies thereof or extracts therefrom as he may require; and in the meantime, the seller, or the buyer of the lot of greatest value, as the case may be, shall keep the said documents safe, uncanceled and undefaced, unless prevented from so doing by fire or other inevitable accident.

(4) The seller is entitled—

(a) to the rents and profits of the property till the ownership thereof passes to the buyer;

(b) where the ownership of the property has passed to the buyer before payment of the whole of the purchase-money, to a charge upon the property in the hands of the buyer, 1[any transferee without consideration or any transferee with notice of the non-payment], for the amount of the purchase-money, or any part thereof remaining unpaid, and for interest on such amount or part 1[from the date on which possession has been delivered].

(5) The buyer is bound—

(a) to disclose to the seller any fact as to the nature or extent of the seller's interest in the property of which the buyer is aware, but of which he has reason to believe that the seller is not aware, and which materially increases the value of such interest;

(b) to pay or tender, at the time and place of completing the sale, the purchase-money to the seller or such person as he directs: provided that, where the property is sold free from encumbrances, the buyer may retain out of the purchase-money the amount of any encumbrances on the property existing at the date of the sale, and shall pay the amount so retained to the persons entitled thereto;

(c) where the ownership of the property has passed to the buyer, to bear any loss arising from the destruction, injury or decrease in value of the property not caused by the seller;

(d) where the ownership of the property has passed to the buyer, as between himself and the seller, to pay all public charges and rent which may become payable in respect of the property, the principal moneys due on any encumbrances subject to which the property is sold, and the interest thereon afterwards accruing due.

(6) The buyer is entitled—

(a) where the ownership of the property has passed to him, to the benefit of any improvement in, or increase in value of, the property, and to the rents and profits thereof;

(b) unless he has improperly declined to accept delivery of the property, to a charge on the property, as against the seller and all persons claiming under him, 2[* * *] to the extent of the seller's interest in the property, for the amount of any purchase-money properly paid by the buyer in anticipation of the delivery and for interest on such amount; and, when he properly declines to accept the delivery, also for the earnest (if any) and for the costs (if any) awarded to him of a suit to compel specific performance of the contract or to obtain a decree for its rescission. An omission to make such disclosures as are mentioned in this section, paragraph (1), clause (a), and paragraph (5), clause (a), is fraudulent."

9. The Limitation Act, 1963 prescribes a time-limit for the institution of all suits, appeals, and applications. Section 2(j) defines the expression "period of limitation" to mean the period of limitation prescribed in the Schedule for suits, appeals or applications. Section 3 lays down that every suit instituted after the prescribed period, shall be dismissed even though limitation may not have been set up as a defence. If a suit is not covered by any specific article, then it would fall within the residuary article.

10. PART II.—SUITS RELATING TO CONTRACTS Articles 6 to 55 of the Schedule to the 1963 Act prescribe the period of limitation for filing a suit where a declaration is

sought, or cancellation of an instrument, or rescission of a contract, which reads as under :

Description of suit	period of limitation to run	Time from which period begins
58.To obtain any other declaration.	Three years	When the right to sue first accrues.
59.To cancel or set aside an instrument or decree or for the recession of a contract.	Three years	When the facts entitling the plaintiff to have the instrument or decree cancelled or set aside or the contract rescinded first become known to him.

The period of limitation prescribed under Articles 58 and 59 of the 1963 Act is three years, which commences from the date when the right to sue first accrues.

11. The Honourable Gujarat High Court in the case of **Becharbhai Zaverbhai Patel and Anr. vs. Jashbhai Shivabhai Patel and Ors.**, reported in 2013(1) GLR 398 has held as under :

"5.1. It is not disputed that while considering application under Order 7, Rule 11(d) of the Code of Civil Procedure, the Court is required to consider the averments in the plaint and the supporting documents produced along with plaint. However, it cannot be disputed that if on the face of it and even considering the averments made in the plaint, it is found that the suit is clearly barred of law of limitation, the plaint can be rejected in exercise of powers under Order 7, Rule 11(d) of the Code of Civil Procedure. Even considering the decision of the Hon'ble Supreme Court in the case of *N. V. Srinivasan Murthy v. Mariyamma (Dead)* by Proposed L.Rs., reported in AIR 2005 SC 2897 as well as decision of the Hon'ble Supreme Court in the case of **Dilboo (Smt.) (Dead) by L.Rs.**, [2000 (7) SCC 702] the plaint can be rejected in exercise of powers under Order 7, Rule 11(d) of the Code of Civil Procedure if it is found that even accepting all the averments made in the suit, it is found therefore, the suit is barred by law of limitation. Considering the above proposition of law laid down by the Hon'ble Supreme Court, it is required to be considered whether considering facts and circumstances of the present case and even considering averments made in the plaint and even accepting all the averments made in the plaint as

they are, whether the suit is barred by law of limitation or not?"

12. The Hon'ble Apex Court while laying down the principle of the date of knowledge with regard to registered documents and its burden on the plaintiff has categorically held in the case of **Smt. Dilboo (Dead) by Lrs. & Ors. Vs. Smt. Dhanraji (Dead) and Ors. Reported in 2000 (7) SCC 702** as under;

"The period of 12 years has to run from the date of knowledge by the Plaintiff of such transfer. It is always for the party who files the Suit to show that the Suit is within time. Thus in cases where the suit is filed beyond the period of 12 years, the Plaintiff would have to aver and then prove that the Suit is within 12 years of his/her knowledge. In the absence of any averment or proof, to show that the suit is within time, it is the Plaintiff who would fail. Whenever a document is registered the date of registration becomes the date of deemed knowledge. In other cases where a fact could be discovered by due diligence then deemed knowledge would be attributed to the Plaintiff because a party cannot be allowed to extend period of limitation by merely claiming that he had no knowledge."

"Whenever the document is registered, the date of the registration becomes the date of deemed knowledge and in other cases where a fact could be discovered by due diligence then

deemed knowledge would be attributed to the plaintiff because a party can not be allowed to extend the period of limitation by merely claiming that he had no knowledge."

13. In the present case the plaintiff have pleaded fraud therefore at this stage reference of The Hon'ble Gujarat High Court with regard to "Fraud" pleading and its burden on the plaintiff has categorically held observed in the case of **Jaman Shamji Fadadu Versus Sadik Mahmad Sidik reported in 2023 (0) AIJEL-HC 247160** as under;

35. So far as the contention as regards fraud is concerned, is also misconceived and raised for the sake of raising it and that too without there being any supporting statements. It is but natural that when a party comes with the contention of fraud it is expected of him to state basic averments as to who has committed a fraud when the fraud has been committed and by what means the fraud has been committed. Nothing is mentioned except bare allegation of commission of fraud. In the judgment in the case of Canara Bank v. P. Selathal and Ors. (supra), the Apex Court, has held and observed that **when there is an allegation of fraud, specific instances and of the acts of fraud with evidence, have to be pleaded in the plaint. Mere statements are not sufficient, if just fraud is pleaded, to plead the fraud; however, there has to be a material to show that the fraud is committed.** The Apex Court took note of the Madras High Court judgment in the case of M/s Cambridge Solutions Limited, Bangalore v.

Global Software Limited, Chennai reported in MANU/TN/2388/2016 , wherein it has been held and observed that when it is found that the allegations of fraud in the plaint are illusory; it is not sufficient if just fraud is pleaded and there must be material to show that the fraud is committed. Relevant paragraphs 9 and 10 read thus: 9. Relying upon and following the decision of this Court in the case of O.C. Krishnan and others (supra), thereafter the Division Bench of the Madras High Court in the case of M/s Cambridge Solutions Limited (supra), has rejected the plaint in which the order passed by the DRT was challenged, in exercise of powers under Order 7 Rule 11 (d) of the CPC. It is required to be noted that in the said case also there were allegations of fraud in the plaint and considering the averments in the plaint, it was found that the allegations of fraud are illusory. It is observed by the Division Bench in the said decision that specific instances and acts of fraud with evidence have to be pleaded in the plaint. It is further observed that mere statements are not enough. It is further observed that it is not sufficient if just fraud is pleaded and there must be material to show that the fraud is committed.

14. In case between **C.S.Ramaswamy Versus V.K.Senthil And Others reported in 2022 (0) AIJEL-SC 69921** the Hon'ble Apex court has held and observer as under;

7.7 Even the averments and allegations with respect to knowledge of the plaintiffs averred in

paragraph 19 can be said to be too vague. Nothing has been mentioned on which date and how the plaintiffs had the knowledge that the document was obtained by fraud and/or misrepresentation. It is averred that the alleged fraudulent sale came to the knowledge of the plaintiffs only when the plaintiffs visited the suit property. Nothing has been mentioned when the plaintiffs visited the suit property. It is not understandable how on visiting the suit property, the plaintiffs could have known the contents of the sale deed and/or the knowledge about the alleged fraudulent sale.

7.8 Even the averments and allegations in the plaint with respect to fraud are not supported by any further averments and allegations how the fraud has been committed/played. Mere stating in the plaint that a fraud has 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. Therefore, even if the submission on behalf of the respondents - original plaintiffs that only the averments and allegations in the plaints are required to be considered at the time of deciding the application under Order VII Rule 11 CPC is accepted, in that case also by such vague allegations with respect to the date of knowledge, the plaintiffs cannot be permitted to challenge the documents after a period of 10 years. By such a clever drafting and using the word "fraud", the

plaintiffs have tried to bring the suits within the period of limitation invoking Section 17 of the limitation Act. The plaintiffs cannot be permitted to bring the suits within the period of limitation by clever drafting, which otherwise is barred by limitation. At this stage, a recent decision of this Court in the case of **Raghwendra Sharan Singh (supra)** is required to be referred to. In the said decision, this Court had occasion to consider all earlier decisions on exercise of powers under Order VII Rule 11 CPC, which are considered by this Court in paragraphs 6.4 to 6.9 as under:-

"6.4. In **T. Arivandandam [T. Arivandandam v. T.V. Satyapal, (1977) 4 SCC 467]**, while considering the very same provision i.e. Order 7 Rule 11 CPC and the decree of the trial court in considering such application, this Court in para 5 has observed and held as under: (SCC p. 470)

"5. We have not the slightest hesitation in condemning the petitioner for the gross abuse of the process of the court repeatedly and unrepentantly resorted to. From the statement of the facts found in the judgment of the High Court, it is perfectly plain that the suit now pending before the First Munsif's Court, Bangalore, is a flagrant misuse of the mercies of the law in receiving plaints. The learned Munsif must remember that if on a meaningful - not formal - reading of the plaint it is manifestly vexatious, and meritless, in the sense of not disclosing a clear right to sue, he should exercise his power

under Order 7 Rule 11 CPC taking care to see that the ground mentioned therein is fulfilled. And, if clever drafting has created the illusion of a cause of action, nip it in the bud at the first hearing by examining the party searchingly under Order 10 CPC. An activist Judge is the answer to irresponsible law suits."

6.5. **In Church of Christ Charitable Trust & Educational Charitable Society [Church of Christ Charitable Trust & Educational Charitable Society v. Ponniamman Educational Trust, (2012) 8 SCC 706]**, this Court in para 13 has observed and held as under: (SCC p. 715)

"13. While scrutinising the plaint averments, it is the bounden duty of the trial court to ascertain the materials for cause of action. The cause of action is a bundle of facts which taken with the law applicable to them gives the plaintiff the right to relief against the defendant. Every fact which is necessary for the plaintiff to prove to enable him to get a decree should be set out in clear terms. It is worthwhile to find out the meaning of the words "cause of action". A cause of action must include some act done by the defendant since in the absence of such an act no cause of action can possibly accrue."

6.6. **In ABC Laminart (P) Ltd. v. A.P. Agencies [(1989) 2 SCC 163]**, this Court explained the meaning of "cause of action" as follows: (SCC p. 170, para 12)

"12. A cause of action means every fact, which if traversed, it would be necessary for the plaintiff

to prove in order to support his right to a judgment of the court. In other words, it is a bundle of facts which taken with the law applicable to them gives the plaintiff a right to relief against the defendant. It must include some act done by the defendant since in the absence of such an act no cause of action can possibly accrue. It is not limited to the actual infringement of the right sued on but includes all the material facts on which it is founded. It does not comprise evidence necessary to prove such facts, but every fact necessary for the plaintiff to prove to enable him to obtain a decree. Everything which if not proved would give the defendant a right to immediate judgment must be part of the cause of action. But it has no relation whatever to the defence which may be set up by the defendant nor does it depend upon the character of the relief prayed for by the plaintiff."

6.7. In **Sopan Sukhdeo Sable [Sopan Sukhdeo Sable v. Charity Commr., (2004) 3 SCC 137]** in paras 11 and 12, this Court has observed as under: (SCC p. 146)

"11. In **ITC Ltd. v. Debts Recovery Appellate Tribunal [ITC Ltd. v. Debts Recovery Appellate Tribunal, (1998) 2 SCC 70]** it was held that the basic question to be decided while dealing with an application filed under Order 7 Rule 11 of the Code is whether a real cause of action has been set out in the plaint or something purely illusory

has been stated with a view to get out of Order 7 Rule 11 of the Code.

12. The trial court must remember that if on a meaningful and not formal reading of the plaint it is manifestly vexatious and meritless in the sense of not disclosing a clear right to sue, it should exercise the power under Order 7 Rule 11 of the Code taking care to see that the ground mentioned therein is fulfilled. If clever drafting has created the illusion of a cause of action, it has to be nipped in the bud at the first hearing by examining the party searchingly under Order 10 of the Code. **(See T. Arivandandam v. TV. Satyapal [(1977) 4 SCC 467].)**"

6.8. In **Madanuri Sri Rama Chandra Murthy [Madanuri Sri Rama Chandra Murthy v. Syed Jalal, (2017) 13 SCC 174]**, this Court has observed and held as under: (SCC pp. 178-79, para 7)

"7. The plaint can be rejected under Order 7 Rule 11 if conditions enumerated in the said provision are fulfilled. It is needless to observe that the power under Order 7 Rule 11 CPC can be exercised by the court at any stage of the suit. The relevant facts which need to be looked into for deciding the application are the averments of the plaint only. If on an entire and meaningful reading of the plaint, it is found that the suit is manifestly vexatious and meritless in the sense of not disclosing any right to sue, the court should exercise power under Order 7 Rule 11 CPC. Since the power conferred on the court to terminate civil action at the threshold is

drastic, the conditions enumerated under Order 7 Rule 11 CPC to the exercise of power of rejection of plaint have to be strictly adhered to. The averments of the plaint have to be read as a whole to find out whether the averments disclose a cause of action or whether the suit is barred by any law. It is needless to observe that the question as to whether the suit is barred by any law, would always depend upon the facts and circumstances of each case. The averments in the written statement as well as the contentions of the defendant are wholly immaterial while considering the prayer of the defendant for rejection of the plaint. Even when the allegations made in the plaint are taken to be correct as a whole on their face value, if they show that the suit is barred by any law, or do not disclose cause of action, the application for rejection of plaint can be entertained and the power under Order 7 Rule 11 CPC can be exercised. If clever drafting of the plaint has created the illusion of a cause of action, the court will nip it in the bud at the earliest so that bogus litigation will end at the earlier stage."

6.9. In **Ram Singh [Ram Singh v. Gram Panchayat Mehal Kalan, (1986) 4 SCC 364]**, this Court has observed and 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."

15. In the aforementioned decision, the Hon'ble Apex Court has observed and held that whenever the document is registered, the date of the registration becomes the date of deemed knowledge, and in other cases where a fact could be discovered by due diligence, then deemed knowledge would be attributed to the plaintiff because a party cannot be allowed to extend the period of limitation by merely claiming that he had no knowledge. A plaint can be rejected in exercise of powers under 7 Rule 11(d) of the Code of Civil Procedure if it is found that even accepting all the averments made in the suit, it is found that the suit is barred by the law of limitation.
16. It is an undisputed fact that the sale deeds in question are way back to 2008 to 2011 and the suit was filed in the year 2023, which is after a period of 12 years. The plaintiff claims that in January 2023, she came to know about the sale deeds and he further claims that by fraud and without his consent, defendant 3 sold the suit land and the averment of fraud should be supported by the document and When the plaintiff pleaded fraud, the plaintiff had to plead how the fraud played with the supporting documents. The plaintiff has not waived his rights to prove that

she has not submitted the documents and application form submitted before the revenue officer for mutation of the partition entry. Moreover the entry was mutated in the year of 2001 and during the lifetime of the plaintiff's father, the averments and allegations in the plaint with respect to fraud were not supported by any further averments or allegations about how the fraud had been committed/played. Mere stating in the plaint that fraud has been played is not enough, and the allegations of fraud must be specifically averred in the plaint. The plaintiff cleverly drafted the plaint to avoid mention of those circumstances, by which the suit is barred by the law of limitation.

17. In such situation, the date of knowledge, though not expressly mentioned in the plaint, even if taken to be 2011 for the last sale deed, the present suit is clearly time barred as per the provisions of [Article 56](#) of Part III of the Schedule of Limitation Act, as such suits for declaration of forgery of any instrument could have been brought within a period of three years only. The plaintiff has also prayed for partition, declaration, and cancellation of the sale deed. A part of the plaint cannot be rejected; the plaint, if it is rejected, has to be rejected as a

whole. When the sale deeds in question were registered, mutation entries were made. Despite such registration of sale deeds and mutation entries made at relevant points in time, the plaintiff did not raise any dispute about the fraud for the period of 12 years, and suit filed after the period of 12 years is hopelessly time barred. In view of the above observations, I passed the following order:

:: ORDER ::

- The present application is hereby allowed, consequently, the plaint is ordered to be rejected as being barred by law of limitation.
- No order as to cost.

Pronounced and signed in the open court on this 1st day of April 2026.

[Mohammed Zaid M. Qureshi]

Addl. Senior Civil Judge

Kachchh @ Bhuj.

Code No.GJ01472.