



**IN THE COURT OF I ADDL SENIOR CIVIL JUDGE & JMFC,
DEVANAHALLI.**

Present: Sri Lokesha M.G., B.A.L.,LL.B.,

O.S.No.1113/2024

Dated this the 23rd day of February, 2026.

PLAINTIFF: Smt. Puttamma
(By Advocate Sri. G.V.D.,)

V/s.

DEFENDANTS: Sri. Manjunath K.M
(By Advocate Sri. D.N.N.,)

i.	Provision under which the application is filed	Order 7 Rule 11 (a) & (d)
ii.	Relief sought for	Rejection of Complaint
iii.	The date on which the application is filed	06.09.2025
iv.	Number of the application	2
v.	The date on which the objections are filed by different opponents	16.09.2025
vi.	The date on which the orders were passed on the said application	23.02.2026



ORDER ON IA.NO.II

I.A.No.2 is filed by the advocate for defendant U/O VII R-11(a) and (d) R/w. Section 151 of C.P.C. to reject the plaint as there is no cause of action and barred by Law.

2. It is stated in the accompanying affidavit that without having any right over the suit property, plaintiff has filed the suit for cancellation of agreement. Suit is false. Plaintiff has clearly admitted that he has already executed registered Sale Agreement on 09.05.2024 in respect of suit property in favour of defendant. Upon the consent of the plaintiff, defendant is ready to get Sale Deed and ready to pay the balance. Plaintiff is having clear knowledge about the said fact and with ulterior motive, suit is filed. There was no fraud played on the plaintiff by the defendant as alleged. Plaintiff has voluntarily executed registered Sale Agreement to sell the suit property in favour of defendant. Now, by colluding with general power of attorney holder, plaintiff has filed false suit to grab illegal money. There is



no reason to file the present suit. There is no cause of action. It is barred by Law. Hence, it is just and necessary to reject the plaint on that ground. Hence, it is prayed to allow the application.

3. The plaintiff has filed objection stating that false affidavit is filed. Suit is filed in time. Legal notice was issued. It was served on the defendant as per the track consignment. Hence, suit is not barred by limitation. Plaintiff has right to sell the suit property to intending purchasers including defendant. General power of attorney holder of plaintiff is supporting in all aspects in selling the suit property. Plaintiff agreed to sell the suit property for consideration of Rs.36 Lakhs. Plaintiff is the absolute owner of suit property as per the documents collected by the defendants. Plaintiff executed Sale Agreement on 08.05.2024 in favour of defendant. The witness to the agreement and identifier are strangers to the plaintiff. Defendant and witness assured and promised to plaintiff that advance sale consideration will be paid in the house of plaintiff. But, they have not visited the house of plaintiff and they have not paid the agreed amount.



General power of attorney holder also demanded the defendant to pay the advance amount. Defendant has not filed written statement. But, he has filed application. It is not maintainable. To drag the case, it is filed. The plaintiff in the suit is not claiming any advance sale amount. It is prayed to cancel the registered Sale Agreement. Cause of action is stated in the plaint. The demand of the plaintiff is not complied by the defendant to the legal notice. Suit is not barred by limitation. If the plaint discloses right to sue, it can't be rejected. Plaint averments have to be looked into. To drag the case, application is filed. Hence, it is prayed to dismiss the application.

4. Heard the arguments and perused the materials on record.

5. The following points that arise for my consideration are;

- 1) Whether the defendant has made valid grounds to reject the plaint as there is no cause of action and barred by Law as per order VII Rule 11(a) & (d) R/W Section 151 of C.P.C.?



2) What order?

6. My answer to the above points is as under:

- Point No.1: In the NEGATIVE;
Point No.2: As per final order for
the following:

REASONS

7. **POINT No.1:** The plaintiff has filed the suit for the relief to cancel Sale Agreement dated 09.05.2024 executed by plaintiff in favour of defendant in respect of suit property and sought for injunction. Suit property is survey No.59 measuring 4 Guntas. In the plaint, it is stated about the suit property and acquisition of property. It is also stated that plaintiff agreed to sell the suit property to defendant and defendant agreed to purchase the suit property for Rs.36 Lakhs. It is also stated that as per the documents collected by the defendant, plaintiff is the absolute owner of suit property and she has right to sell the same. It is stated about the participation in negotiating the property in the Sale Agreement talk. It is also stated about draft of Sale Agreement. It is also stated that witnesses to the agreement are strangers. It is also



stated that they have promised to the plaintiff to pay the advance sale amount and it was not paid to the plaintiff. It is also stated about demand of advance amount and defendant has cheated the plaintiff by not paying the sale consideration amount. It is also stated that with intention to knock off the schedule property, defendant and witnesses played fraud on the plaintiff. On perusal of entire plaint averments, I am of the opinion that it discloses cause of action and it is not barred by Law. Because, the agreement was executed on 08.05.2024. Suit came to be filed in the year 2024 itself to cancel the Sale Agreement. It is the burden of the plaintiff to prove the said aspect.

8. In the plaint, it is also stated that plaintiff is not interested to execute Sale Deed as per the recitals in the Sale Agreement. It is also stated about the reason that defendant has cheated the plaintiff by not paying the advance amount. It is also stated that plaintiff has not received any consideration amount. Plaintiff is in possession of suit property and she has not delivered property till today. Plaintiff is not claiming any money



from the defendant. It is also stated about service of notice on defendant and endorsement thereon. It is also stated about legal notice issued to the defendant and service thereon. Accordingly, the prayer is sought to cancel the Sale Agreement. To prove the plaint averments, it requires trial. Already the evidence is led on behalf of the plaintiff to prove the case. Documents are also produced. Sale Agreement is registered one. The plaintiff has stated that there was Sale Agreement and defendant agreed to purchase the suit property. Whole plaint averments and documents show that plaintiff is not interested to execute Sale Deed in favour of defendant and he has cheated the plaintiff. At this time, it can't be stated so. Plaintiff has to prove the same during the full-fledged trial only. R.T.Cs are also produced and they are standing in the name of plaintiff. Hence, on perusal of entire materials on the record, I am of the opinion that they are no grounds in the application. Per contra objection is sustainable. The defendant has not made out any grounds to reject the plaint on the ground that there is no cause of action and suit is barred by Law of limitation. According, I answer Point No.1 in the "**NEGATIVE**".



9. **POINT No.2:** As per the above said discussion, I pass the following:

ORDER

IA.No.2 filed by the defendant
Under Order VII Rule 11(a) & (d) R/W
Section 151 of C.P.C. is hereby dismissed
with cost of Rs.500/-.

(Dictated to the Stenographer, transcribed and computerized by her, script corrected and then pronounced by me in the open court on this the **23rd** day of **February, 2026.**)

Sd/-
(Lokesha.M.G.)
I Addl Sr.Civil Judge & Jmfc.,
Devanahalli.