

KABR310007982024



IN THE COURT OF THE PRINCIPAL SENIOR CIVIL JUDGE &

J.M.F.C., AT DEVANAHALLI.

PRESENT

SRI. PRAVEEN NAYAK, LL.M.,

Prl. Senior Civil Judge & J.M.F.C.,
Devanahalli.

Dated this day of 05th July, 2025.

O.S.No.562/2024

BETWEEN:

1. Smt. Nalina, : **Plaintiffs**
D/o Late Kamalamma,
W/o Gangadhar
Aged about 41 years,
2. Smt. Nandini
D/o Late Kamalamma,
W/o Venkatesh
Aged about 38 years,
3. Smt. Nirmala
D/o Late Kamalamma,
W/o Raghavendra
Aged about 35 years,
4. Sri. Rajanna
S/o Late Muniyappa,
Aged about 66 years,



5. Sri Avinash G.R
S/o Rajanna,
Aged about 33 years,
6. Akshay,
S/o Avinash,
Minor,
Aged about 09 years,
7. Manvitha
D/o Avinash,
Minor,
Aged about 4 years,
defendant No.6 & 7 are
Represented by their
natural Guardian & father
Sri. Avinash,
8. Sri Prem Kumar G.R,
S/o Rajanna,
Aged about 33 years,
9. Charvi,
D/o Prem Kumar G.R,
Minor,
Aged about 06 years
Represented by her
natural guardian father
Sri Prem Kumar G.R
10. Smt. Bhagyamma,
D/o Late Muniyappa,



W/o Ravikumar
Aged about 50 years,

11. Smt. Roja R @ Roja,
D/o Smt. Bhagyamma
W/o Ravikumar
Aged about 29 years,

All are residing at,
Gonuru Village,
Vijayapura Hobli,
Devanahalli Taluk,
Bengaluru Rural District,
PIN-562135

(Plts. - By Sri. P.S., Advocate)

AND:

Sri. G.S Madadevappa
S/o Late Sonnegowda
Aged about 46 years,
Residing at, Gonuru Village,
Vijayapura Hobli,
Devanahalli Taluk,
Bengaluru Rural District.
PIN 562135

: **Defendant**

(Def.- By Sri. H.S., Advocate)

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i	Provision under which the application is filed	Under Order VII Rule 11 (d) R/w.Sec.151 of C.P.C.
ii	Relief sought for	Rejection of Complaint
iii	The date on which the application is filed	02-12-2014
iv	Number of the application	I.A.No.V
v	Date of filing objection	08-01-2025
vi	Date of Pronouncement of Order	05-07-2025

Sd/-
(PRAVEEN NAYAK)
Prl. Senior Civil Judge & J.M.F.C.,
Devanahalli.

ORDER ON I.A.No.V

The instant application has been filed by the counsel for the defendant U/o.VII Rule 11 (d) R/w.Sec.151 of C.P.C seeking rejection of complaint as the suit is barred by law.

2. In the affidavit accompanying the application, the plaintiff has stated that the present suit is filed for the relief of Declaration and cancellation of agreement, and the sale deed. The suit is hopelessly barred by limitation. The sale agreement was executed



by the plaintiffs in favour of the defendant on 28.03.2022. The plaintiffs have agreed to sell the suit schedule property for a sum of Rs.24,57,000/- to four equal shares of the plaintiffs and further amount is paid by way of cheques at Rs.12,00,000/-. The plaintiffs have not received the balance amount of Rs.12,57,000/-. The plaintiffs have received the entire sale consideration and executed the sale agreement coupled with registered GPA in favour of the defendant. The plaintiffs have suppressed material facts before this court. The plaintiffs have not mentioned that how the fraud has been committed by the defendant. Hence, pray to allow the application.

3. The application is opposed by the counsel for the plaintiffs by stating that the same is not maintainable under law. It is stated that the grounds urged by the defendant in the application are false. The limitation is a mixed question of fact and law and the trial is necessary. The plaintiffs have reiterated the plaint averments in the objection statement and prayed to reject the application with cost.

4. The brief averments of the Plaintiff are as follows:



The plaintiffs are the lawful owners in possession and enjoyment of Sy.No.62/1 measuring 02 acres 3 guntas of Gonur village. The plaintiffs are the children and the grand children of one Muniyappa S/o Tammanna. Originally, the said Muniyaapa acquired the above property through his mother by name Akkamma. After demise of Muniyappa the plaintiffs acquired the suit schedule property. The revenue entries have been transferred in the names of the plaintiffs. Such being the case, the defendant was in search of land for purchase and approached the plaintiffs to purchase an extent of 1 acre 12 guntas of land. The plaintiffs, after deep negotiation executed the fraudulently obtained registered sale agreement dated 28.03.2022 in favour of the defendant. The defendant agreed to pay the sale consideration amount of Rs.24,57,000/-. The defendant has paid an amount of Rs.12,00,000/- by way of cheques. It is submitted that the remaining amount of Rs.12,57,000/- will be paid at the time of execution of sale deed. In spite of the repeated request by the plaintiffs, the defendant has failed to make payment of the balance consideration. Some villagers told the plaintiffs that the defendant has already paid the entire amount and purchased the property. The plaintiffs immediately approached the revenue authority and came to



know that there is only 28 guntas out of the total extent of 2 acres 3 guntas in Sy.No.62/1, which is standing in the names of the plaintiffs as per RTC. The defendant got executed the agreement of sale without paying the entire consideration amount fraudulently. The defendant colluded with the witnesses and revenue officials and managed to execute the fraudulent sale agreement with ill-intention. Subsequently, the plaintiffs came to know that the defendant fraudulently got created the GPA dated 28.03.2022 and also got executed the registered Sale Deed dated 07.07.2023 in his favour on the basis of the fraudulent GPA. Hence, the suit.

5. Heard arguments.

6. **The following points would arise for my consideration:**

1. Whether the defendant has made out grounds for rejection of plaint?
2. What order?

7. My findings on above points are as under:



Point No.1 : **In the Negative**

Point No.2 : **As per final Order
for the following :**

REASONS

8. Point No.1: The counsel for defendant has sought for rejection of plaint mainly on the following grounds :

- a. The suit is barred by law.
- b. The suit is barred by law of limitation.

9. It is trite to mention here that while considering the application filed under Order VII Rule 11 of C.P.C. the court need to look into the plaint averments alone. It is also trite law that the averments of Written Statement are irrelevant while considering the issue of rejection of plaint. Therefore, the claim of defendant in seeking rejection of plaint has to be considered in the light of said settled law.

10. In view of the settled position of law, only the plaint averments and the suit documents to be considered while deciding an application Under order VII Rule 11 of C.P.C. The



contents of the written statement and the contention taken by the defendant are immaterial. It is also clear that the partial rejection of plaint is not permissible under law. In this case, the defendant has sought for rejection of plaint only under VII Rule (d) of CPC. Under the above provision of law the plaint can be rejected as barred under law. There is no contention by the defendant that there is no cause of action to file the suit or the cause of action is imaginary and the same is the result of clever drafting. In view of the same, this court has to see that whether the plaint is liable to be rejected as barred under law, which includes law of limitation.

11. On careful reading of the plaint averments there is an allegation that the defendant got executed the agreement of sale dated 28.03.2022 by playing fraud upon the plaintiffs, without payment of the entire consideration amount. It is also stated that the defendant has got created the alleged GPA dated 28.03.2022 on the same day. The defendant has got executed registered sale deed dated 07.07.2023 in his favour on the basis of the fraudulent GPA. The plaintiffs have repeatedly stated that the documents have been created by the defendant in a fraudulent manner and the documents are not binding upon them. In view



of the same, it is crystal clear that when the fraud is pleaded by the plaintiffs in the plaint, the trial is only remedy and the plaint can not be rejected straight way by holding that the pleadings as stated in the plaint are not true.

12. The learned counsel for the defendant has argued that the suit is hopelessly barred by law of limitation. It is to be noted here that there is no contention by the defendant that the suit is barred under any other law. The agreement of sale and the GPA have been executed on 28.03.2022. As per the plaintiffs the said documents have been obtained by the defendant by playing fraud upon them. The present suit came to be filed on 03.06.2024. The defendant has failed to state that how the suit is barred by limitation. The suit has been filed within 3 years from the date of the execution of alleged sale agreement and the GPA. Under such circumstances, I am of the opinion that there is no ground to believe at this stage, that the suit is barred by law of limitation. Further, limitation is a mixed question of fact and law and in order to decide the same the trial is necessary. Under such circumstances, the defendant has failed to make out grounds for rejection of plaint. Hence, I answer **Point No.1 in the Negative.**



13. **Point No.2** : In view of the above findings, this court proceed to pass the following:

ORDER

I.A.No.V is rejected

No order as to cost.

(Dictated to the Stenographer, transcribed and computerized by her, same is corrected and then pronounced by me in the open court on this the 5th Day of July, 2025).

Sd/-

(PRAVEEN NAYAK)

Prl. Senior Civil Judge & J.M.F.C.,

Devanahalli.