

**IN THE COURT OF THE ADDITIONAL CIVIL JUDGE AND
JMFC., AT GOWRIBIDANUR**

Dated this 11th day of August 2026

:: PRESENT::
Smt. PUSHPA .D
B.Com, L.L.B.,

Addl. Civil Judge & J.M.F.C,
Gowribidanur

ORIGINAL SUIT NO.598/2022

PLAINTIFF : Sri. M. Karunakaran,
S/o. V. Mahalingam,
Aged about 43 years,
R/at. No.306,
Shanthi Nilayam,
"A" Block,
AECS Layout,
Bangalore-560068.

(Represented by Sri. N.M., Advocate)

// Versus //

DEFENDANTS :

- 1.** Sri. P.Kiran
S/o. Late Panduranga Rao,
Aged about 61 years,
- 2.** Smt. K.V. Chandrikamba
W/o. P. Kiran,
Aged about 56 years,

Defendant No.1 and 2 are
R/at. No.26, Behind Srinivasa Kalyana,
Mantap, Mathikere Post,
Mathikere, Bangalore.

- 3.** Sri. Abdul Hameed
S/o. Sheik Dawood,
Aged about 70 years,

4. Sri. Khairunissa
W/o. Late Rayees Ahmed,
Aged about 43 years,

5. Sri. Edrees Ahmed
S/o. Abdul Hameed,
Aged about 39 years,

6. Sri. Sheik Moinuddin
S/o. Abdul Hameed,
Aged about 37 years,

Defendant Nos.2 to 6 are
R/at. Nos.505 and 507, Survey No.152/1,
Razack Palya, Bangalore Post,
Jala Hobli, Bangalore North Taluk,
Bangalore.

7. Sri. H.S. Sashidhar Kumar,
S/o. H.N. Subramanya,
Aged about 58 years,
R/at. Manasa Hospital,
Gowribidanur Town,
Chikkaballapur District.

8. Sri. Mehtab
D/o. Late Osman Ali Baig,
W/o. Aftab Ahmed Kudroli,
Aged about 58 years,

9. Sri. Aftab Ahmed Kudroli
S/o. Abdul Azeez Ahmed,
Aged about 64 years,

Defendant Nos.8 and 9 are
R/at. No.143, 9th Main Road,
3rd Stage, 3rd Stage,
BEML Layout,
Opposite to Raghavendraswamy Mutt,
Rajarajeshwarinagar,
Bangalore.

- 10.** Sri. Nagaraj Bhat
S/o. M. Ganapathi Bhat,
Aged about 52 years,
R/at. No.38/A/7, 1st Main Road,
Mont Joy Extension
Hanumanthnagar,
Bangalore.

**(Defendant Nos.1 and 2 Represented by Sri.
H.B.P., Advocate;**

**Defendant Nos.4, 7, 8 and 9 are Placed as Ex-
Parte)**

**ORDER ON THE APPLICATION FILED BY DEFENDANT
NO.1 AND 2 UNDER ORDER VII RULE 11(a) to (d) R/W
SECTION 151 OF CPC.**

The defendants 1 and 2 have filed this application stating that this the plaintiff does not disclose cause of action, the suit is barred by law of limitation and the relief claimed is under-valued.

2. It is contended that the present suit has been instituted by the plaintiffs against the defendants seeking the relief of permanent injunction. That the alleged agreement of sale relied upon by the plaintiffs is a forged document and the plaintiffs are not in possession of the suit schedule property. Therefore, the plaintiffs are not entitled to maintain the present suit for bare injunction. It is further stated that if the agreement of sale were genuine, the plaintiffs ought to have issued a legal

notice and sought appropriate reliefs. It is also stated that the suit has been undervalued. The defendants further submit that the alleged agreement of sale is dated 11.12.2014, whereas the present suit has been instituted only in the year 2023, after a lapse of nearly nine years, and is therefore barred by limitation. It is also contended that the plaintiffs have sought only the relief of permanent injunction without seeking the relief of specific performance of the agreement of sale, and as such, the suit is barred under Order II Rule 2 of the CPC. On these grounds, the defendants have prayed for allowing the application.

3. Per contra, the plaintiffs have filed detailed objections to the said application, denying all the averments made therein. It is contended that, as per the terms and conditions of the agreement of sale, the defendants had agreed to withdraw/vacate O.S. No.133/2013. However, the defendants have neither complied with the said condition nor issued any notice to the plaintiffs. It is further stated that the present application has been filed only with an intention to protract the proceedings and delay the disposal of the suit. On these grounds, the plaintiffs have prayed for dismissal of the application.

4. Heard arguments on plaintiff. In spite of sufficient opportunity, defendants have not addressed arguments, hence taken as NIL.

5. Perused the case materials produced before the court and citations produced by the plaintiff.

6. After going through the application with affidavit and objection statement, the points arise for my consideration are;

POINTS FOR CONSIDERATION

1. *Whether the defendant Nos.1 and 2 have made out grounds to reject the plaint?*

2. *What order ?*

7. My answer to the above points are as under:

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

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

:: REASONS ::

8. **Point No.1:** The suit is one filed for by the plaintiff against the defendants seeking for the relief of permanent injunction and other reliefs. The present application is filed to reject the plaint under Order 7 Rule 11(a) to (d)) of CPC contending that the plaint does not disclose cause of action, suit is barred by law of limitation and the suit is under-valued.

At this stage, it is necessary to refer to Order 7 Rule 11 of CPC:

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;*
- (e) Where it is not filed in duplicate;*
- (f) Where the plaintiff fails to comply with the provision of rule 9.*

9. It is pertinent to note that, the power under Order VII Rule 11(a), (b), (c) read with Sec.151 of CPC can be exercised only by looking into the averments stated in the plaint and not the averments of the written statement.

10. The case of the plaintiff is that the first defendant is the owner of the suit schedule 'A' property and the first and

second defendant is the owner of the suit schedule 'B' property. Further, first and second defendant entered into an agreement of sale with the plaintiff to sell the suit schedule properties for a consideration of Rs.3,00,00,000/-. Further the plaintiff paid a sum of Rs.1,00,00,000/- on the date of the agreement and agreed to receive a balance sale consideration within a period of 5 months from the date of the agreement. Prior to that, the first and second defendants stated that they have availed loan of Rs.1,20,00,000/- from Karnataka Bank, Malleshwaram Branch, Bangalore and the plaintiff agreed to clear the loan amount at its own cost in the name of first and second defendant before registration of suit schedule property. As per the terms, the plaintiff cleared the loan amount. Further, the first and second defendant have mortgage the suit schedule properties for the above loan at the time of clearance of the loan amount, the bank has given all the original documents in favour of plaintiff and the plaintiff is in possession of all original documents. Further, the plaintiff has paid the entire advance amount to first and second defendant and delivered the vacant possession of the suit schedule properties and hence plaintiff is in peaceful possession over the same. On the other hand, the defendants contends that alleged agreement of sale relied upon by the plaintiffs is a forged

document and the plaintiffs are not in possession of the suit schedule property; That if the agreement of sale were genuine, the plaintiffs ought to have issued a legal notice and sought appropriate reliefs. It is also stated that the suit has been undervalued; That the alleged agreement of sale is dated 11.12.2014, whereas the present suit has been instituted only in the year 2023, after a lapse of nearly nine years, and is therefore barred by limitation.

11. With regard to cause of action, this court perused the plaint and documents thereto, the averments made in the plaint in para no.21, clearly disclose a cause of action for the present suit. It is well settled that cause of action means the bundle of facts which is necessary to prove the claim of the Plaintiffs and same is supported by the decision passed by the Hon'ble High Court of Karnataka in **Sri. Madappa @ Shivalingappa @ Madivalappa and others V/s Sri. Madivalappa, reported in ILR 2017 KAR 2496**, the relevant portion of the decision is extracted below for reference: "cause of action consist of a bundle of facts which will be necessary for the plaintiff to prove in order to get a relief from the court and cause of action a very fact, which, if traverse it would be necessary for the plaintiff to prove in order to support his right to a judgment of

the court". By considering the aforesaid decision, this Court is of the opinion that, the Defendants have not made grounds to allow the application on the ground that, the suit does not disclose the cause of action.

12. Further, the contention of the defendant is that alleged agreement of sale relied upon by the plaintiffs is a forged document and the plaintiffs are not in possession of the suit schedule property; That if the agreement of sale were genuine, the plaintiffs ought to have issued a legal notice and sought appropriate reliefs. However the plaintiff contends that the defendants have delivered the vacant possession and original title of the documents are in possession with the plaintiff. Hence, whether the defendant delivered the vacant possession, whether the agreement is forged one and whether the title deeds is in the possession of the plaintiffs, the determination of these issues, which cannot be adjudicated at this preliminary stage. The same requires a full-fledged trial and appreciation of oral and documentary evidence. Therefore, the issue cannot be decided while considering an application under Order VII Rule 11 of the CPC.

13. Further, with regard to the contention that the relief claimed is undervalued, it is a settled principle of law that the valuation made by the plaintiff for the purpose of court fee and jurisdiction is ordinarily to be accepted, unless it is evident from the averments in the plaint itself that such valuation is incorrect. Moreover, even in cases where the Court finds that the court fee paid is insufficient, an opportunity must be afforded to the plaintiff to correct the valuation and pay the requisite court fee. Only upon failure to comply with such direction, the question of rejection of the plaint would arise.

14. It is important to note that, the question of limitation is mixed question of law and fact and such issues cannot be decided only by looking into the plaint averments and the same is supported by the decision passed by **Hon'ble Apex Court of India in Urvashiben and Another V/s Krishnakant Manuprasad Trivedi, reported in 2019(1 Kar.L.R 228**, the relevant portion of decision is extracted below for reference: *"It is fairly well settled that, so far as the issue of limitation is concerned, it is a mixed question of fact and law. It is true that, limitation can be the ground for rejection of plaint in exercise of powers under Order VII Rule 11 (d) of the CPC. Equally, it is well settled that for the purpose of deciding application filed under Order VII Rule 11*

only averments stated in the plaint alone can be looked into, merits and demerits of the matter and the allegations by the parties cannot be gone into". By relying upon the aforesaid decision and for the reasons stated above, this Court is of the opinion that without conducting a full-fledged trial, the question of limitation cannot be effectively decided. Moreover, at this stage, the defence set up by Defendant No.1 and 2 cannot be taken into consideration. Accordingly, this court answered **Point No.1 in the Negative.**

15. **Point No.2** : In view of my findings on Point No.1, this court proceeds to pass the following:

ORDER

The application filed by the Defendant No.2 under Order VII Rule 11(a) to (d) of C.P.C. is hereby dismissed on cost of Rs.500/-.

(Typed by me on my own computer, corrected and signed by me on this day and then pronounced in open court on this 11th August, 2026)

(PUSHPA D.)
Addl. Civil Judge & J.M.F.C,
Gowribidanur