



IN THE COURT OF THE I ADDL. CIVIL JUDGE AND JMFC.,
MUDIGERE

Present: **Smt.Suraksha.K.K.,** B.B.M., L.L.B.
I Addl. Civil Judge & JMFC.,
Mudigere.

DATED: THIS THE 17th DAY OF OCTOBER 2025

ORIGINAL SUIT No: 66/2023

BETWEEN :

Sri. Dr. Shivaprakash Sheshadri,
Aged about 55 years,
S/o G. Sheshadri,
Represented by his GPA holder,
Sri. G. Sheshadri,
Aged about 85 years,
S/o Late G.S. Anantha Subba Rao,
R/o A.J. Complex, M.G. Road,
Mudigere Town.
Now R/o No.1, C-4,
Pavanama Paradise "GiriNagara",
1st Stage, 3rd Cross, Bengaluru-85.

... Plaintiff

(By Sri. M.S. Gopala Gowda, Adv.,)

AND :

Sri. D.R. Jayaram,
Aged about 49 years,
S/o Range Gowda,
Farmer's Service Forum Premises,
1st Floor, A.J. Complex, M.G. Road,
Mudigere Town & Post.
Also R/o Devrunda Village & Post,
Mudigere Taluk.

...Defendant

(By Sri.Siddaiah D., Adv.,)



PARTIES TO IA.No.5

BETWEEN :

D.R. Jayaram

...Applicant

AND :

Dr. Shivaprakasha

...Opponent

1	Provisions under which the application is filed	Under Order VII Rule 11(a) R/w section 151 of CPC
2	Relief sought for	Rejection of plaint
3	The date on which the application is filed	17.09.2025
4	Number of the application	5
5	The date on which the objection filed by opponents	17.09.2025
6	The date on which the order was passed on the said application	17.10.2025

(Suraksha.K.K)

I Addl. Civil Judge & JMFC,
Mudigere.

ORDER ON I.A NO.5

The present application is filed by the defendant under order VII Rule 11(a) R/w Section 151 of Code of civil procedure, seeking rejection of the plaint, on the grounds that the suit filed by the plaintiff does not disclose cause of action. Hence the suit of the plaintiff is barred by law.



2. On the other hand, the GPA holder of plaintiff filed his objection to I.A No.5, by stating that the defendant has already filed his written statement, wherein he admits the ownership of the GPA holder of the plaintiff over the suit schedule property and also he admits the payment of advance amount towards the rent agreement dated 01.04.2022 executed between the defendant and GPA holder of the plaintiff. On the other hand the rent agreement dated 01.04.2022 has also been executed by the GPA holder of the plaintiff i.e., Sri. G. Sheshadri. When the matter has been posted for the defendant evidence, the defendant has come with this application only in order to drag on the proceedings and to harass the GPA holder of the plaintiff herein and prays to reject the application.

3. Heard both the counsel and perused the materials placed on record and the following point would arise for consideration:

1. Whether the plaint is liable to be rejected under Order 7 rule 11(a) R/w section 151 of civil procedure code?

2. What order?

4. This court answers the above points as hereunder.

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

Point No.2 : As per final order

for the following:

REASONS

5. Point No.1: Before going into the discussion on merits of the application, it would be proper for this court to list out the



facts, which leading the plaintiff to file the present suit. It is the case of the plaintiff that, the plaintiff by name Sri. Dr. Shivaprakash Sheshadri is the owner of the suit schedule property and the said property is looking after by his GPA holder i.e., Sri. G.Sheshadri.

6. During 2022, the defendant has approach the GPA holder of the plaintiff to rent the suit schedule property for residential and to carry his business in publishing as "Aramba Patrika" for a rent of Rs.8,500/- and also entered into a rent agreement dated 01.04.2022 for a period of 11 months with the GPA holder of plaintiff.

7. The said tenancy commenced from 01.04.2022 to 28.02.2023 and the defendant has also agreed to pay the monthly rent of Rs.8,500/- on or before 5th day of the succeeding month by depositing into the account of the plaintiff maintained in Karnataka Bank. Further plaintiff deposed that the date of agreement, defendant has also paid advance amount of Rs.50,000/- towards agreement.

8. As per the agreement between the plaintiff and the defendant the tenancy has been entered on 28.02.2022. Even in spite of repeated notice and requests defendant has failed to comply the condition contemplated in the agreement. Hence, the plaintiff come up with this suit, seeking eviction and recovery of possession.

9. Such being so, when the matter has been posted for the defendant evidence, the defendant has come up with this



application by stating that the plaintiff i.e., Sri. Dr. Shivaprakash Sheshadri has executed a gift deed with respect to the suit schedule property in favour of his children by name Neha Sheshadri and Neel Sheshadri through gift deed bearing No.1959/2018-19. Hence the GPA dated 21.08.2012 does not confer any right on the GPA holder in order to execute rent agreement in favour of the defendant and the GPA holder of the plaintiff is extinguished from his right over the suit schedule property. Hence, the GPA holder of the plaintiff is not having any right to file this suit without having any absolute title over the suit schedule property and prays to dismiss the suit for want of cause of action.

10. On considering the pleadings in the plaint and the application filed by the defendant, now the question is whether the application is maintainable or does defendant have any right to file the application at the stage when the matter has been posted for defendant evidence. In order to know the same it is necessary to refer the Section 116 of Indian Evidence Act and 122 of BSA, which reads as follows:

“No tenant of immovable property or a person claiming through such tenant shall during the continuance of tenancy be permitted to deny that the land lord and the such tenant had at the beginning of the tenancy, a title to such immovable property.”

As per the above provision the tenant and the license are estopped from denying the title of the land lord or a person who gave them permission to enter a property during continuation of the tenancy and license and the same will continue till the handing over the possession of the property.



11. In the present case plaintiff has filed the suit seeking for the relief of eviction and recovery of possession with respect to the suit schedule property, which clearly shows that even after the completion of the tenancy period the defendant is staying in possession over the suit schedule property and as per Section 116 Indian Evidence Act the defendant is clearly estopped from denying the title of the plaintiff without handing over the possession in favour of the plaintiff. Hence, the application filed by the defendant is not sustainable. Accordingly, this Court answers Point No.1 in the '**Negative**'.

12. Point No.2: on considering the above discussion this Court proceed to pass the following;

ORDER

**The application filed by the
defendant under Order 7 Rule 11(a)
R/w section 151 of Civil Procedure
Code is hereby rejected.**

(Dictated to the Stenographer, typed by him on computer, corrected and then pronounced by me in the open court on this the **17th day of OCTOBER, 2025**).

(Suraksha.K.K)
I Addl. Civil Judge & JMFC.,
Mudigere.