

KADG320001112025



**IN THE COURT OF  
PRL. CIVIL JUDGE AND JMFC  
AT, HARIHAR**

**Presided Over by SMT. JYOTI ASHOK PATTAR**

**O.S No.17/2025**

Dated this the 13<sup>th</sup> day of March, 2026

Hidayath Ulla B.A.

**....PLAINTIFF**

**Vs.**

I.H. Annappa

**.....DEFENDANT**

**PARTIES TO I.A. No.II**

I.H. Annappa

**....APPLICANT/  
DEFENDANT**

**Vs.**

Hidayath Ulla B.A.

**....OPPONENT/  
PLAINTIFF**

i	Provision under which the application is filed	U/o 7 Rule 11(d) R/w Sec. 151 of C.P.C.
ii	Relief sought for	Rejection of plaint
iii	The date on which the application is filed	24.06.2025
iv	Number of the application	02
v	The date on which the objections are filed by the defendants opponents	28.06.2025
vi	The date on which the orders were passed on the said application.	13.03.2025

### **ORDER ON I.A.No.II**

The present application is filed by the Defendant U/o 7 Rule 11 (d) R/w Sec. 151 of CPC., seeking for rejection of plaint at the stage of hearing on IA. No.1.

**2.** It is stated in the accompanying affidavit that, the defendant is the land lord and plaintiff is tenant in the suit schedule property and the said tenancy ends by 10.05.2025 and till today he has not vacated the suit schedule property. But the plaintiff has filed this suit by suppressing the true facts that have occurred between them regarding entering into an agreement and at the instance of this plaintiff only got the said agreement canceled. It is specifically stated that plaintiff has produced an unregistered rent agreement dated: 09.05.2022. In the said rent agreement under clause 5 of the conditions it is

specifically mentioned the duration of the tenancy period as 3 years from 10.05.2022 to 10.05.2024, as such the registration of the said document is mandatory as per Karnataka Registration Act. As such the suit document i.e., rent agreement is inadmissible in evidence and the Court cannot look into it unless the same is registered. Further the said rent agreement is bearing only Rs.200/- stamp paper, which is a clear violation of Section 34 of Karnataka stamp act, for that reason also suit is not maintainable as entire relief of the suit is based on this document. Hence prays to allow the application.

**3.** Per contra, the plaintiff has filed objection to the said application and contended that, the plaintiff has filed the above suit for injunction against the defendant. That when this defendant has made attempt to evict the plaintiff forcibly from the suit schedule premises, then the plaintiff has filed this suit for permanent injunction and it is a bare injunction suit on the basis of the possession of the plaintiff over the suit schedule property. That in the written statement the defendant has admitted the possession of the plaintiff. That if the plaintiff is in settled possession of the property, the defendant cannot evict him forcibly by taking the law in his hand, as such there is a threat invasion of right of the plaintiff, the suit for injunction is maintainable. That the defendant has let out the suit schedule premises on rent basis to the plaintiff and in this

behalf the defendant has executed the rent agreement and the defendant has admitted the possession of the plaintiff over the suit schedule premises in his written statement. And also the defendant has stated that he will take the necessary steps to evict the plaintiff in due course of law. That the defendant has filed this false, frivolous, vexatious, meritless application only in order to harass, cause loss and to create inconvenience the plaintiff and same is not maintainable in law. On these grounds, prays to reject the application.

**4.** Heard both the side.

**5.** The following point arises for this Court consideration:

1. Whether the suit of the defendant is liable to be rejected U/o 7 Rule 11 (d) R/w Sec. 151 of CPC?

2. What Order?

**6.** The findings of the Court on the above points are as under:

Point No.1: In the Negative

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

### **REASONS**

**7.** POINT NO.1 : On perusal of the material placed on record it reveals that the defendant has filed the present suit for permanent injunction and consequential reliefs.

The specific contention of the defendant is that the plaintiff is the tenant in the suit schedule property and he is in settled possession of the suit schedule property. Per contra the defendant denies the case of the plaintiff and contended that the period of tenancy ends on 10.05.2022. That, irrespective of such contention in order to reject the plaint, on plain reading of its pleadings it should fall under any sub-clauses of order 7 rule 11(d) of C.P.C., which reads as follows;

- (a)Where Plaintiff does not disclose a cause of action.
- (b)The relief claimed in the plaint is undervalued.
- (c)Where the relief claimed is properly valued but the plaint is written upon paper insufficiently stamped.
- (d)Where suit is barred by law.
- (e)Where plaint is not filed in duplicate and
- (f)Where plaint fails to comply with Order VII, Rule 9.

**8.** That the plaintiff has filed the suit for permanent injunction and consequential reliefs, on plain reading of plaint it reveals that, the reliefs sought in the plaint are of Civil nature and the cause of action shown in the plaint is mixed question of law and facts. That the contention of the defendant that the document relied by the plaintiff is unregistered document and not having admissible value are all matter of trial and at this stage the Court cannot held mini trial. Thus, the plaint does not hit by any of the above said provisions. Hence, this Court is of the opinion

that the defendant has not made out any grounds to allow the application. Accordingly, point no.1 is answered in the Negative.

**9.** POINT NO.2 : in view of the above discussion, this Court proceed to pass the following:

**ORDER**

I.A.No.II filed by the defendant U/O 7  
rule 11(d) R/w Sec.151 of CPC., is  
rejected.

No order as to costs.

(Dictated to the Stenographer directly on computer, typed by her, revised and corrected by me and then pronounced in the open Court on this the 13<sup>th</sup> day of March, 2026).

**(Jyoti Ashok Pattar)**  
**Pri. Civil Judge & JMFC.,**  
**Harihar.**