

KAMS410001042023



**IN THE COURT OF PRINCIPAL CIVIL JUDGE & JMFC.,  
KRISHNARAJANAGAR**

**PRESENT**

**Sri. Chandan S, B.Com., LL.B  
Prl. Civil Judge & JMFC, Krishnarajanagara.**

**Dated 07<sup>th</sup> day of February 2025**

**O.S./35/2023**

**Plaintiff : Mahadevi**

**-V/s-**

**Defendant : Dhananjaya**

**I.A. No.4**

**Applicant : Dhananjaya**

**--- Defendant**

**-V/s-**

**Opponent : Mahadevi**

**--- Plaintiff**

**ORDER ON I.A. NO.4 FILED U/O 7 R-11(d) R/W SEC. 151 OF C.P.C.**

The applicant/defendant presented this application seeking to reject the plaint as the suit is barred by law.

**2.** Further the defendant filed affidavit in support of the application and stated that, the suit which is filed by the plaintiff on the basis of the alleged lease which has been edited and amendment. Further according to the applicant herein, the alleged lease deed dated 09.04.2018 and the suit has been filed

after the lapse of considerable delay and time of 5 years. Therefore, the suit is barred under law of limitation. The notice which is alleged to be issued by the plaintiff has not been reached and served upon the said applicant/defendant, the suit has been filed without there being any proper cause of action and limitation. Accordingly, the suit is hit under the law of limitation. Therefore, the applicant craves to submit and to reject the suit on these grounds.

3. Whereas the said application has been protested and also resisted by the plaintiff herein who intern filed their statement of objections against and contrary to this application. Wherein according to the plaintiff/opponent, the suit has been registered within the time prescribed and within the time provided for recovery of the amount under the lease deed. Further, pertaining to the other allegations of amendment in the document are the subject matter of the suit which is subjected for trial. Hence, the application is not maintainable at the very inception stage. Hence, the application is to be dismissed.

4. Heard the counsel representing the parties on the application and objections and also went through the documents placed before this court.

5. The following points arise for this court's consideration.

**1)Whether the applicant/defendant has made out sufficient grounds to allow the present application?**

**2) What order?**

**6.** This court findings on the above points for consideration are as under:

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

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

### **REASONS**

**7. POINT NO.1:**

According to the learned applicant, the counsel representing the applicant/defendant has canvassed vehemently that, the suit on which document i.e., lease deed is filed and preferred has been concocted created and it has been modulated. Further the suit is registered after the 5 years gap and duration period from the date of execution of the alleged lease deed dated 09.04.2018. Hence, the suit is hit under law of limitation. Hence, the suit is not maintainable. However, upon verifying the pleadings along with the annexed documents presented with the plaint and the statement, no doubt it is unambiguous and clear that, the suit has been filed on the basis of the lease deed dated 09.04.2018 and as per the settled proposition and principles, for the purpose of deciding the application for rejecting the plaint, the only averments made and mentioned in the plaint are to be looked into.

**8.** As such upon appreciating the pleadings of the plaint and considering the documents furnished thereto. Notably the suit is filed for the recovery of Rs.1,05,000/- which is alleged to be paid towards the defendant through the deed of lease it has been acted and entered between the parties on 09.04.2018 for a period of 3

years. Further according to the plaintiff, the said period of 3 years will come to an end and reached finality in the year 2021. Therefore, the suit has been filed for the repayment of the said amount of Rs.1,05,000/- which is tendered towards the defendant. However, according to the applicant/defendant herein he has disputed the very execution and also the enforcement and the transactions of the said alleged lease. Where according to the very applicant/defendant, the said document has been moulded and it has been created with necessary incorporation alteration and modification. Furthermore, the another ground and the reasons set up by the applicant herein to reject the plaint is, the suit has been filed after completion of the period of limitation. Hence, the suit is hit under the provision of limitation act.

**9.** Further, as rightly pointed out by the plaintiff herein in respect of the validity, correctness and fidelity regarding the said execution of the lease deed dated 09.04.2018, it is not just and correct to adjudicate the said validity and to decide the fidelity and genuineness of the documents at this stage while adjudicating the application, the same is the subject matter of the suit where it is rest and bestowed upon the plaintiff to prove the said execution of the document. Accordingly, the court cannot consider the said view expressed by the applicant pertaining to the said document whether it is valid or concocted at this very initial and limine stage. Further, the court cannot decide and conclude the said views expressed with pedantic and scrupulously at this very callow stage.

**10.** In respect of the other contention and expression of the applicant that, the suit has been filed after the lapse of the mandatory period and duration to register the suit is concern, notably the alleged date of lease is 2018 and it is was made and executed for a period of 3 years and it will come to an end only after 08.03.2021. Thereafter, as per the law of limitation for recovery of the money due under any instrument, the period prescribed and settled for the recovery of the said amount is 3 years from the date of due of the amount under the instrument. Therefore, as per the explicit expression of this court, the suit which is filed for the recovery of amount under the instrument of lease deed it is certainly not hit under the provision of limitation. However, it is for the plaintiff alone to prove and establish the plaint during the full fledged trial. Hence, at this juncture the contents mentioned in the application cannot be considered and the same is merit less. Hence, this court without further discussion proceeds to answer **point No.1** in the **Negative**.

**11. POINT NO.2:**

In view of the above discussion and reasons mentioned therein this court proceeds to pass the following:

**ORDER**

I.A. No.4 filed U/o 7 R-11(d) R/w Sec. 151  
of C.P.C. is hereby dismissed.

[Dictated to the Steno, transcribed by her. Corrected and then pronounced by me in the Open Court on this the 07<sup>th</sup> day of February 2025]

**(Chandan S)**  
**Prl. Civil Judge & JMFC.,**  
**K.R.Nagar.**