TNTH140000202024	**IN THE COURT OF DISTRICT MUNSIF, AUNDIPATTI.** **PRESENT: Thiru. E. Suganthan, B.A., L.L.M.,** **District Munsif, Aundipatti.** **Wednesday, the 07th day of January 2026**

IA. No : 03/2025
in
OS. No :15/2024

1.K.Manimegalai
2. A.Hariharaprasath ...Petitioner /Defendant No 7 and 8

..Vs..

1. Thilagavathi ...Respondent No.1/Plaintiff
2. K.Senthamaraikannan
3.M.Kalavathi
4. M. Muthubabu
5. M.Muralitharan
6. M.Navaneethakrishnan
7. M.Yuvanthara ... Respondents No.2 to 7/Defendants

This Order came up on 05.01.2026 before this court for final hearing in the presence of Mr. S.Mohammad Kasim Advocate for the Petitioners and Mr.A.Mahendran, Advocate for the 1st Respondents. Upon hearing the arguments on Both sides and having stood over till this day for my consideration, this court delivers the following…

ORDER

This Petition is filed under Order VII Rule 11 of Civil Procedure Code, to reject the plaint in O.S. No.15/2024.

E SUGANTHAN Digitally signed by E SUGANTHAN Date: 2026.01.07 11:10:31 +0530

I. Gist of the Petition:

i) The Petitioners are the 7th and 8th Defendants in the main suit. The Plaintiff has filed the present suit for specific performance on the basis of an alleged unregistered sale agreement dated 20.05.2002, seeking a direction to the Defendant to execute a sale deed in respect of the suit properties and for a consequential relief of permanent injunction restraining alienation of the suit property. The Petitioners submit that the suit properties comprised in Survey Nos. 65/1 and 51/3, Kanavaipatti Village, Theni District, originally belonged to their father late K. Karuppaiah. Upon his demise in the year 1973, the properties devolved upon his wife and children as legal heirs, who have been in joint enjoyment and possession thereafter. The Plaintiff has no independent title or lawful right over the suit properties and has instituted the suit solely on the basis of an alleged unregistered document dated 20.05.2002.

ii)It is further submitted that a careful reading of the document relied upon by the Plaintiff shows that it is not an agreement of sale but an executed sale deed, wherein the Plaintiff claims that the entire sale consideration was paid on the date of execution itself. When the Plaintiff's own case is that the transaction stood completed, a suit for specific performance is legally not maintainable, as the provisions of the Specific Relief Act apply only to an unperformed contracts. Moreover, the document dated 20.05.2002 is admittedly unregistered, and in view of Section 17 of the Registration Act, 1908 read with Section 54 of the Transfer of Property Act, 1882, it does not convey any right, title or interest in immovable property. Hence, no enforceable right or valid cause of action arises from the said document.

iii)The Petitioners further submit that the plaint is vitiated by fraud and suppression of material facts. The Plaintiff has fraudulently included properties which do not belong to the family of late K. Karuppaiah, deliberately excluded female legal heirs despite their lawful entitlement, and suppressed material facts relating to joint enjoyment of the properties. The Plaintiff has also concealed crucial facts concerning patta transfers and revenue proceedings. It is further submitted that joint Patta Nos. 1050 and 1051, which were fraudulently created in favour of the Plaintiff, were subsequently cancelled by the Revenue Divisional Officer, Periyakulam, in the year 2023, restoring the patta in the name of the original owner, thereby exposing the Plaintiff's lack of bona fides.

iv)The Petitioner further submits that the Plaintiff has taken inconsistent and mutually destructive pleas by claiming absolute title under the alleged sale deed on one hand and invoking Section 53-A of the Transfer of Property Act on the other. A person asserting absolute ownership cannot simultaneously seek protection under the doctrine of part performance. Such contradictory pleadings strike at the very root of the suit and render it inherently not maintainable.

v)Even assuming, without admitting, that the Plaintiff is entitled to rely upon Section 53-A of the Transfer of Property Act, the right to sue arose on 20.05.2002 itself. Under Article 58 of the Limitation Act, 1963, the suit ought to have been filed within three years from the date when the right to sue first accrued. The present suit, having been instituted only in the year 2024 after a lapse of 21 years, is hopelessly barred by limitation, which is apparent on the face of the plaint.

vi)The suit also suffers from lack of pecuniary jurisdiction, as the Plaintiff has deliberately and grossly undervalued the suit properties, despite their substantial guideline value, solely to bring the suit within the pecuniary jurisdiction of this Hon'ble Court, in violation of Section 15 CPC. The suit schedule is vague and does not comply with Order VII Rule 3 CPC, and the alleged sale deed is insufficiently stamped and hence inadmissible under the

Indian Stamp Act. For all these reasons, the plaint is barred by law, vitiated by fraud, suppression of material facts, inconsistent pleadings, improper valuation and lack of jurisdiction, discloses no cause of action, and is therefore liable to be rejected.

III. Gist of Counter filed the 1st Respondent:

i)The Respondent submits that the present application filed by the Petitioners under Order VII Rule 11 CPC is wholly misconceived, based on false, incorrect and fabricated allegations, and is liable to be dismissed at the threshold. Save and except the few facts expressly admitted, all other averments made by the Petitioners are specifically denied and put to strict proof.

ii)At the outset, it is submitted that the Petitioners are not parties to the alleged sale agreement dated 20.05.2002, which was executed between Respondent No.1 and Respondent No.2 along with his brothers. In the absence of privity of contract, the Petitioners have no locus standi or authority to maintain the present application seeking rejection of the plaint. The rights and obligations arising out of the said agreement bind only the parties thereto, namely Respondent No.1 and Defendants 2 to 7.

iii)The Petitioners have deliberately and erroneously described the document dated 20.05.2002 as a sale deed. The said document is only a sale agreement and not a completed sale deed. Though the agreement refers to payment of consideration of Rs.20,000/- and delivery of possession, it was never registered, and no sale deed was executed thereafter. Therefore, the contention of the Petitioners that the transaction stood completed is false and misleading. Consequently, the suit filed by Respondent No.1 for specific performance of the said agreement is perfectly maintainable in law.

iv)The Respondent further submits that a sale agreement does not require compulsory registration under Section 17 of the Registration Act, 1908 or Section 54 of the Transfer of Property Act, 1882. Only a sale deed conveying title requires registration. Hence, the reliance placed by the Petitioners on the registration provisions is wholly misplaced and untenable. Further, the contention of the Petitioners that the suit is barred by limitation under Article 58 of the Limitation Act is emphatically denied. The agreement dated 20.05.2002 does not stipulate any specific time for execution of the sale deed. In such circumstances, the right to sue arises only when the Defendants refuse to perform their part of the contract. In the present case, the Respondent issued a legal notice on 03.02.2024 demanding execution of the sale deed. The cause of action arose only on such refusal, and the suit having been filed within three years thereof is well within the period of limitation.

v)The allegations regarding fraudulent patta transfers, impersonation, and suppression of material facts are categorically denied. The Respondent submits that the changes in patta were duly challenged before the competent revenue authorities and that appeals are still pending. Hence, there is no suppression of facts as alleged. The claim of fraud is a bald allegation without any factual foundation. The Petitioners' contention that female heirs were excluded is also false and misleading. It is specifically pointed out that Manimegalai, one of the female heirs, has signed as a witness to the sale agreement dated 20.05.2002, thereby acknowledging and confirming the transaction. This clearly belies the Petitioners' allegation of exclusion.

vi) The Respondent further submits that the allegation of improper valuation is also equally untenable. The suit has been properly valued in accordance with Section 16 CPC and Section 42 of the Court Fees Act, based on the consideration amount of Rs.20,000/- mentioned in the agreement. Therefore, the suit is correctly instituted and is not hit by Section 15 CPC, as alleged by the Petitioners. Moreover, the objection raised by the Petitioners regarding stamp duty and proceedings under Section 47-A of the Indian Stamp Act is misconceived. A sale agreement does not require compulsory registration or payment of stamp duty applicable to a sale deed. Hence, the Petitioners' reliance on the provisions of the Stamp Act is wholly irrelevant to the facts of the present case.

vii)The Respondents submits that the said document is a valid sale agreement, the suit is maintainable in law, filed within the period of limitation, properly valued, and supported by evidence. The Petitioners, not being parties to the agreement, have no right or locus standi to seek rejection of the plaint. Therefore, she prays to dismiss this Petition.

IV. Now the point for consideration is whether this petition is to be allowed or not ?

Heard Both side. Petitioner side Ex P1 to Ex.P22 were marked and Respondent side no documents were marked. Records Perused.

V. Point:

i)Heard both sides. I have given my careful consideration to the rival submission made by both the counsels and perused the Materials available on record. The scope and ambit of Order VII Rule 11 CPC is no longer res integra. It is a settled principle of law that while considering an application for rejection of plaint, the Court must confine itself strictly to the averments made in the plaint and the documents relied upon therein, and the defence set up by the defendants, however plausible it may appear, cannot be taken into consideration at this stage. The Hon'ble Supreme Court in **T. Arivandandam v. T.V. Satyapal, AIR 1977 SUPREME COURT 2421** has observed that the Court must meaningfully read the plaint and reject it only if it is manifestly vexatious and meritless, while at the same time cautioning that the power under Order VII Rule 11 CPC should not be exercised mechanically. Similarly, in **Popat and Kotecha Property v. SBI Staff Association,** the Supreme Court has reiterated that rejection of plaint is permissible only when the suit is barred by law on the face of the plaint.

ii)On a careful and meaningful reading of the plaint in the present case, this Court finds that the Plaintiff has pleaded the execution of a sale agreement dated 20.05.2002, payment of consideration, delivery of possession, continued readiness and willingness, and failure on the part of the defendants to execute the sale deed, culminating in issuance of a legal notice in February 2024 and refusal thereafter. These pleadings, taken at face value, clearly disclose a cause of action for filing a suit for specific performance, and it is not permissible at this stage to test the correctness or truthfulness of such pleadings.

iii)Further, the contention of the Petitioners that the document dated 20.05.2002 is in fact a sale deed and not a sale agreement requires interpretation of the document and appreciation of evidence, which is beyond the limited scope of an application under Order VII Rule 11 CPC. Whether the document evidences a concluded sale or only an agreement to sell is a matter to be decided during trial. In this regard, the Hon'ble Supreme Court in various cases held that an unregistered sale agreement can be looked into for the purpose of seeking specific performance, though it cannot be relied upon to claim title.

iv)As regards the plea of limitation, the plaint specifically avers that no time was fixed for execution of the sale deed and that the cause of action arose only upon refusal by the defendants after issuance of legal notice dated

03.02.2024. Whether such refusal actually took place and whether the Plaintiff was always ready and willing are matters requiring evidence. It is well settled that when limitation involves disputed facts or mixed questions of law and fact, the plaint cannot be rejected at the threshold.

v)With regard to valuation and court fee, the plaint specifically discloses that the Plaintiff has valued the suit under Section 42 of the Tamil Nadu Court Fees and Suits Valuation Act and has paid the court fee accordingly on the consideration mentioned in the document. Whether such valuation is proper or whether the suit ought to have been valued under a different provision of the Act is not a matter that can be decided at the threshold, unless it is apparent on the face of the plaint that the valuation is contrary to law. Likewise, objections relating to stamp duty and the applicability of Section 47-A of the Indian Stamp Act are matters to be considered at the appropriate stage of the proceedings in accordance with law and cannot constitute a ground for rejection of the plaint under Order VII Rule 11 CPC.

vi)In the light of the settled legal position and on a holistic reading of the plaint, this Court is of the considered view that the plaint cannot be said to be barred by any law on the face of it, nor can it be said that it does not disclose a cause of action. The contentions raised by the Petitioners, though serious in nature, relate to disputed questions of fact and mixed questions of law and fact, which cannot be adjudicated in an application under Order VII Rule 11 CPC. However, It is made clear that all the contentions raised by the Petitioners are left open to be agitated in the written statement and at the time of trial, and this Court has not expressed any opinion on the merits of the case.

In view of above, this petition is dismissed and the Defendants are directed to file their written statement within 30 days from the date of this Order. No costs.

E SUGANTHAN Digitally signed by E SUGANTHAN Date: 2026.01.07 11:11:17 +0530

Directly typed by me in my laptop, formatted by steno, corrected and pronounced by me in the open court, on this 7th day of January 2026.

E SUGANTHAN Digitally signed by E SUGANTHAN Date: 2026.01.07 11:11:22 +0530

District Munsif,
Aundipatti.

List of Petitioner side witnesses and documents : Nil
List of Petitioner side documents :

S.No.1	Date	Documents	Nature
1.	-	Genealogy of family	Xerox Copy
2.	09.09.2025	Patta	Online Copy
3.	01.11.2019	Death certificate of Karuppaiah	Xerox Copy
4.	05.11.2019	Death certificate of Manoranjitham	Xerox Copy
5.	05.12.2019	Death certificate of Seeniyammal	Xerox Copy
6.	28.01.2020	Legal Heir Certificate of K.Karuppaiah	Xerox Copy
7.	20.02.2020	Copy of computer patta for survey No.65/1	Xerox Copy
8.	04.03.2020	Seeniyammal legal heirs certificate	Xerox Copy
9.	09.02.2022	RTI Petition with postal receipts	Xerox Copy
10.	11.03.2022	RTI reply by Zonal deputy Thasildar	Xerox Copy
11.	12.04.2022	Periyakulam primary	Original Copy

		Co-operative agricultural and rural development Pledge letter	
12.	23.06.2022	Manoranjitham legal heir certificate	Xerox Copy
13.	18.09.2023	RTI Petition on patta change particulars	Xerox Copy
14.	18.09.2023	RTI Petition on Inquiry Attendance, VAO Reports	Xerox Copy
15.	07.11.2023	RTI reply by Donal Deputy Tahsildar	Original Copy
16.	07.11.2023	RTI reply by Donal Deputy Tahsildar	Original Copy
17.	27.12.2023	Periyakulam RDO Proceedings	Xerox Copy
18.	06.02.2024	Patta Copy	Xerox Copy
19.	16.02.2024	Defendant reply notice to the Plaintiff Advocate	Xerox Copy
20.	25.02.2024	Petitioner's Complaint CSR Receipts No.111/2024	Xerox Copy
21.	13.05.2024	FIR Direction order by learned Judicial Magistrate, Aundipatti Court in Crl.M.P. No.2401/2024	Certified copy
22.		Guideline value extract	Xerox Copy

<u>List of Respondents side witnesses and documents : Nil</u>

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District Munsif,
Aundipatti.

District Munsif Court,
Aundipatti.
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Order
Dated: 07.01.2026