

IN THE COURT OF SUBORDINATE JUDGE AT VANDAVASI

Present:Tmt.S.Sharanyaa, M.L.,

Subordinate Judge, Vandavasi.

Tuesday the 16<sup>th</sup> day of December 2025

IA.No.02/2025 in O.S.No.183/2024

V.Sumathi

.... Petitioner/ Defendant

//Vs//

Jeyaraman

.... Respondent/ Plaintiff

This petition coming on 10.11.2025 for final hearing before me in the presence of Tmt. A.Najeera, Advocate for the Petitioner/ Defendant and Tr. S.R.Mannarasu Advocate for the Respondent/Plaintiff and upon hearing both sides and perused the records and documents and having stood over till this date for consideration, this Court delivered the following;

**ORDER**

This petition has been filed under Order VII Rule 11 of the Code of Civil Procedure to reject the plaint.

**2.) Brief averments of the petitioner are as follows:**

2.1) The petitioner stated that, the respondent/plaintiff filed a suit in O.S.No.442/2019 before the Sub Court at Cheyyar and same has been transferred to Vandavasi Sub-Court, as numbered as O.S.No.183/2024, seeking judgment and decree against him. The petitioner has stated that the, pass preliminary decree directing defendant to get the remaining the balance Rs.4000/- from the plaintiff and

to entire into the sale deed in favour of plaintiff as per the sale agreement entered between plaintiff and defendant on 20.12.2024. To pass final decree in case of failure to do the first relief, the Court to direct defendant to enter into sale deed as per the sale agreement, the Court to direct the defendant to register the schedule property in favour of the plaintiff, and if the Courts is satisfied that the above prayers cannot be allowed, it was prayed by the plaintiff that the Court to direct the defendant to repay Rs.3,01,000/- with the interest of 12% which was obtained by the defendant as per the sale agreement. The interest is calculated from the date of 20.12.2014 to the institution of this suit which is Rs.4,78,000/- to direct the defendant to pay the cost of this suit and any other relief as the court directs.

2.2) The suit schedule property belonging to him and it is stated in the plaint that due to the financial constraints and for expenses in his daughter's marriage, into sale agreement with the plaintiff to register him property which is suit schedule property to the plaintiff. It is also stated that the plaint that on entering into sale agreement on 20.12.2014 (unregistered document) before witnesses, I have agreed to the total consideration amount of Rs. 3,05,000/- and on the date of agreement I have received Rs.3,00,000/- towards the sale agreement and agreed to receive remaining Rs.5000/- while registering the sale deed for the schedule property to the plaintiff as per the 3<sup>rd</sup> para of the plaint. On 15.08.2017, when the plaintiff approached him with the remaining consideration amount to get the schedule property registered in his name, it is alleged to be stated by him orally that her family situations are in condition to

further register the property and it was mentioned in the plaint that I requested one year of time to register the sale agreement. It is predominant to note that plaintiff has also stated in the same para I had received Rs.1000/- and entered an extended sale agreement for three-year duration as on 15.08.2017 with my signature as stated by the plaintiff in his plaint.

2.3) The facts mentioned in plaint is denied except to the facts admitted in the written statement filed on behalf of his daughter named sudamani was engaged to the plaintiff son Thamarai Kannan on November 2014, it was duly communicated to the plaintiff by her and his family that there are financial constraints and conducting marriage soon will be hurdle for us and it was also expressed that we were trying to sell one of my properties and with the amount receivable out of such sale, the marriage expenses can be managed by her is family. On listening to these the plaintiff himself suggested to the very fact, to sell the said property in old Survey No.50/10, new Survey No.50/10B at Chennavaram, Vandavasi Taluk to him and it can be considered as dowry for his daughter marriage and in order to escape from this illegal transaction in the name of dowry, he insisted him to enter into sale agreement and for consideration of Rs.3,05,000/- was agreed even though the amount is not equal to the value of the property.

**2.3)** I admit that I have received consideration of Rs.3,00,000/- only but not one time payment but paid on several dates. The plaintiff entered into agreement concerning the sale agreement for the schedule property with revenue stamps signed by him and plaintiff that also without any witnesses in it. The photo copy of written document and signed by plaintiff and his filed along to show that the amount has been received on several dates and it is for the purpose of dowry to his daughter marriage. The marriage for my daughter and plaintiff son has taken place on 23.01.2015, which is within one month since the sale agreement entered between him and the plaintiff. The marriage held in urgent manner and due to which the sale agreement was also entered between us. The petitioner has stated that the after three years of the solemnization of marriage between his daughter and plaintiff son Thamarai Kannan, there was misunderstanding and difference of opinion which led to their marriage broken irretrievably. She was living separately from her husband and filed HMOP No.150/2019 before Sub-Court Cheyyar by the plaintiff son and same was dismissed for default. Further, DVC No.03/2019, and MC No.06/2019 filed against the plaintiff son is his daughter before the Judicial Magistrate Court, Vandavasi. It is also brought before this Court on September 2<sup>nd</sup> 2023 the plaintiff son entered into a settlement to pay Rs.10,75,000/- one time life settlement to his daughter Sudamani and Rs.8,00,000/- paid to my daughter. Remaining Rs.2,75,000/- was paid on the divorce proceedings before this Court under HMOP 135/2024 and it was also disposed on 24.06.2024.

**3.) Brief averments of the respondent/plaintiff are as follows:**

The respondent/plaintiff has denied the averments of the petitioner/defendant. The petitioner herself as admitted that, the sale consideration was fixed as Rs3,00,000/-as per the sale agreement dated 20.12.2014 at the time fixed was three years as per the sale agreement and hence, cause of action arose on the said date. Since the time fixed in the sale agreement lapsed it has been stated by the petitioner that the her signature was obtained fraudulently and the suit was filed in the year 2019. However, the said time period for the said agreement was extend through the endorsement on the back position of the said agreement on 15.08.2017. The burden of proof is on the petitioner to establish that the said endorsement was not made by her. At this juncture, when the suit is posted for trial, only with the intention to prolong the case the petitioner has come forward with this petition. Hence, the respondent/plaintiff has stated that this petition is not maintainable in law and it is liable to be dismissed.

**4.) Now the point for consideration is:****Whether this petition has to be allowed or not?**

(i) This petition has been filed under Order VII Rule 11 of the Code of Civil Procedure to reject the plaint. The petitioner/defendant has stated that, the plaintiff/respondent has filed this suit for Specific Performance based on the sale agreement dated 20.12.2014. The petitioner has stated that, the amount of Rs.3,00,000/- mentioned in the said sale agreement was not received the one time payment, that the said amount was received by the petitioner on various dates. In fact,

the said proposal for sale was forged by the plaintiff towards the dowry for the marriage of the petitioner's daughter with the son of the respondent. The marriage of the petitioner's daughter with the son of the respondent took place on 23.01.2015, with in one month from the date of the said sale agreement. There were misunderstandings between the petitioner's daughter and the respondent son and thereafter they started living separately. The respondent's son filed H.M.O.P No.150/2019 but the same was dismissed for default. The petitioner's daughter filed DVC No.03/2019, MC.No.06/2019 and H.M.O.P. No.135/2024. However the respondent's son entered in to settlement with the petitioner's daughter and to paid a total sum of Rs.10,75,000/- towards permanent and the said H.M.O.P.No. 135/2024 was disposed on 24.06.2024 based on such one time settlement. Further the consideration for the said sale agreement was also repaid on 02.09.2023 itself. The respondent/plaintiff had promised withdraw the this suit which has pending before Cheyyar Sub-Court in O.S.No.442/2019 at that time and receipt of payment of Rs.3,00,000/- The respondent had executed the receipt in Rs.20/- Non Judicial Stamp Paper for the receipt Rs.3,00,000/- by him on 02.09.2023. Hence, the petitioner has stated that there is no cause of action the suit and hence, the plaint is liable to be rejected.

(ii) On the other hand, the respondent/plaintiff has stated that, the petitioner herself has extended the said sale agreement making endorsement in the sale agreement on 15.08.2017. The suit is posted for trial and without proceeding with the trial, only with the intention to drag on the proceedings the petitioner/defendants has come forward with this petition and hence, this petition is liable to be dismissed.

(iii) Both sides heard. The main contention raised by the petitioner/defendant is that on 02.09.2023, the respondent/plaintiff had received the amount of Rs.3,00,000/- towards the consideration paid by him as per the sale agreement. The petitioner has also stated that the respondent had issued a receipt for sale in a Rs.20/- Non Judicial Stamp Paper. Hence, the petitioner has claimed that there is no cause of action and also the endorsement in the sale agreement the forged one and therefore, the suit is result barred by law. However, it is pertinent to note that the cause of action for a suit relief only to the date on which the suit is filed. The petitioner has come forward with this petition based on the subsequent event took place during the pendency of the suit. Such subsequent even can be decided only during the course of the trial. Why deciding the petition under Order VII Rule 11 of the Code of Civil Procedure, the Court has to only office file itself that, the plain reading of the plaint discoverers cause of action and there are triable issues involved in the suit. The other merits of the case cannot be decided in this petition filed under Order VII Rule 11 of the Code of Procedure. In this regard the ***Hon'ble Supreme Court of India, AIR 2006 SC 1828 where in it has been held that" The plaint cannot be rejected on***

*the basis of the allegations made by the defendant in his written statement or in an application for rejection of the plaint. The Court has to read the entire plaint as a whole to find out whether it discloses a cause of action and if it does, then the plaint cannot be rejected by the Court exercising the powers under Order 7, Rule 11. Essentially, whether the plaint discloses a cause of action, is a question of fact which has to be gathered on the basis of the averments made in the plaint in its entirety taking those averments to be correct. So long as the plaint discloses some cause of action which requires determination by the Court, mere fact that in the opinion of the Judge the plaintiff may not succeed cannot be a ground for rejection of the plaint.”*

(iv) In view of the above said president, the plaint at hand discloses the cause of action and the petitioner can establish to contentions based on the receipt dated 02.09.2023 and the other allegation raised by him only during the course of the trial. Hence, at this juncture, it cannot be considered that the filed has been with out any cause of action, as the petitioner herself had at the 1<sup>st</sup> instead admitted he had received the advance amount as per suit sale agreement and for contention is only that thereafter he had repaid the said amount. The other contains regarding the course endorsement in the sale agreement raised by the petitioner can also be decided course of trial. In view of the above discussions, it can only be concluded that this petition under Order VII Rule 11 is not at all maintainable in law.

**In the result, this petition is dismissed. No Costs.**

This order is dictated to the steno-typist, typed by her, corrected and pronounced by me on 16<sup>th</sup> day of December 2025.

Subordinate Judge,  
Vandavasi.

Petitioner's side Witnesses and Exhibits: Nil.

Respondent's side Witnesses and Exhibits: Nil.

Subordinate Judge,  
Vandavasi.