

APHC010174072026



**IN THE HIGH COURT OF ANDHRA PRADESH
AT AMARAVATI
(Special Original Jurisdiction)**

[3329]

THURSDAY, THE THIRTIETH DAY OF APRIL
TWO THOUSAND AND TWENTY SIX

PRESENT

THE HONOURABLE SRI JUSTICE VENKATESWARLU NIMMAGADDA

CIVIL REVISION PETITION NO: 967/2026

Between:

1. L.V. RAMA BHAVANI, D/O. LATE JANAKI RAMAIAH, H AGED ABOUT 56 YEARS, R/O. DOOR NO.9-2-48, COURT STREET, ONGOLE, PRAKASAM DISTRICT

...PETITIONER

AND

1. VINNAKOTA SURESH, S/O. RAGHAVA RAO, AGED ABOUT 50 YEARS, OCCBUSINESS, SR PROPERTIES / RV COMMUNICATIONS, OPPOSITE TO KIDS PLAY SCHOOL, LAWYERPET, ONGOLE.

...RESPONDENT

Counsel for the Petitioner:

1. ANUP KOUSHIK KARAVADI

Counsel for the Respondent:

1.

The Court made the following:

THE HONOURABLE SRI JUSTICE VENKATESWARLU NIMMAGADDA**CIVIL REVISION PETITION NO:967/2026****ORDER:**

The Civil Revision Petition is filed under Article 227 of the Constitution of India aggrieved by the return endorsements dated 24.02.2026, 25.02.2026 and 26.02.2026 made in the suit (C.F.R.No.767 of 2026 dated 24.02.2026) on the file of the learned Civil Judge (Junior Division), Ongole.

2. Brief facts of the case are that the petitioner herein is the plaintiff in a suit presented before the learned Civil Judge (Junior Division) at Ongole. The suit is filed against the respondent/defendant seeking recovery of possession of the plaint schedule property by directing the defendant to vacate and hand over the vacant possession. In case of failure, the petitioner seeks execution of the same through due process of Court. The petitioner has also claimed for recovery of arrears towards rent for a sum of Rs.2,16,000/- together with interest at 24% per annum from the date of institution of suit till realization. It is further submitted that the petitioner paid the requisite court fee of Rs.8,552/- on 23.02.2026 and presented the suit on 24.02.2026, which was numbered as C.F.R. No.767 of 2026 by the office of the learned trial Court. However, the suit was returned on 24.02.2026 by the learned trial Court raising certain objections. The petitioner complied with all the said objections and re-presented the suit on the same day, i.e., 24.02.2026. Thereafter, the suit was again returned on 25.02.2026 with an objection stating that the previous objection No.1 dated 24.02.2026 did not duly

comply with. The petitioner once again complied with the objections and re-presented the suit on 25.02.2026. Despite compliance, the suit was again returned on 26.02.2026 with a similar endorsement stating that the objections dated 24.02.2026 have not been complied with.

3. Learned counsel for the petitioner submits that the Court below, without considering the re-submission, returned the suit again and again which is on the same ground is contrary to law and the civil rules of practice. Therefore, the claim of the petitioner was put forth by way of legal notice to the tenant/proposed defendant vide legal notice dated 17.10.2025. The receipt of legal notice was confirmed by the defendant by issuing a reply notice denying the liability on 27.10.2025. Hence, the rate of rent per month should be determined after adjudication and after having due trial. To prove the case of the petitioner, he also filed legal notice under which the petitioner has demanded rental amount from the proposed defendant. Therefore, the return of suit on the ground that there is no specific determination of monthly rent and arrears cannot be accepted and permitting such return without adjudication is contrary to Order VII Rule 11 of C.P.C.

4. It is further argued that the return of suit should not be exercised in a casual or repetitive manner and that once the objections are complied with, the Court is duty-bound to number the suit and proceed in accordance with law. He further submits that adjudication and trial is only for the purpose of settling issues and disputes between the plaintiff and the defendant. Therefore, once the cause of action is disclosed and the Court fee is paid, the suit cannot be returned on

hyper-technical grounds relating to evidentiary aspects, which are to be considered at the stage of trial. Therefore, the impugned endorsements passed by the court below returning the suit are contrary to Order VII Rule 11 of C.P.C and the same are liable to be set aside.

5. Heard the learned counsel for the petitioner and perused the material on record.

6. The issue that arises for determination before this Court is as under::

“Whether the order of the Court below is liable to be set aside?”.

7. Therefore, it is appropriate to extract the objections raised by the office of the trial Court while returning the said suit, as under:

“Returned dt 24/12/26

1. How the arrears rent of ₹ 12,000/- per month is arrived whether it is correct without correct amount?
2. Receipt for which shop clearly stated.
3. Time 7 days
(Signature)
Resubmitted:-
 1. It is submitted that payment of rent is under oral agreement. It is specifically pleaded that from the beginning defendant avoided to pay at the rate of Rs.12,000/- as well as old rent also. Demand for payment of Rs.1,12,000/- is made in the legal notice issued and the same is denied in reply dated 27/12/2025. Hence, it is a matter of evidence to be decided in trial.
 2. Plan is filed to show the topography of shop.”

8. On perusal of the re-submission endorsement, it is evident that the petitioner had already issued a legal notice demanding payment of amount

based on oral lease agreement. It also observed that the Court below again and again returned the suit on the ground that there was no specific determination for claiming arrears of rent. Therefore, the suit was returned for want of specific determination of the rent. However, the petitioner resubmitted the suit, stating that since the lease was granted pursuant to the oral lease agreement, the petitioner issued a legal notice specifying monthly rent and demanding payment of arrears of Rs.1,80,000/- at the rate of Rs.12,000/- per month but the respondent denied the claim of the petitioner vide reply legal notice dated 27.10.2025. Therefore, there is no admission on the part of the proposed defendant regarding determination of specific rental amount. Since the transaction between both the parties is based on the oral lease agreement, the arrears payable towards rent should be determined after conducting trial only. Therefore, the view of the Court below that the suit cannot be entertained for want of specific determination of arrears of monthly rent is contrary to the object of Order VII Rule 11 of C.P.C. For more understanding, the Order VII Rule 11 of C.P.C is extracted hereunder:

“11. Rejection of plaint.— The plaint shall be rejected in the following cases:—

- (a) where it does not disclose a cause of action;
- (b) where the relief claimed is undervalued, and the plaintiff, on being required by the Court to correct the valuation within a time to be fixed by the Court, fails to do so;
- (c) where the relief claimed is properly valued, but the plaint is returned upon paper insufficiently stamped, and the plaintiff, on being required by the Court to supply the requisite stamp-paper within a time to be fixed by the Court, fails to do so;
- (d) where the suit appears from the statement in the plaint to be barred by any law;
- 1[(e) where it is not filed in duplicate;]

2[(f) where the plaintiff fails to comply with the provisions of rule 9:]

3[Provided that the time fixed by the Court for the correction of the valuation or supplying of therequisite stamp-paper shall not be extended unless the Court, for reasons to be recorded, is satisfied thatthe plaintiff was prevented by any cause of an exceptional nature from correcting the valuation orsupplying the requisite stamp-paper, as the case may be, within the time fixed by the Court and thatrefusal to extend such time would cause grave injustice to the plaintiff.]”

9. Therefore, the impugned return endorsements made by the Court below dated 24.02.2026, 25.02.2026 and 26.02.2026 are deserved for want of interference of this Court. In view of the reasons stated above, the impugned return endorsements dated 24.02.2026, 25.02.2026 and 26.02.2026 made in the suit (C.F.R.No.767 of 2026 dated 24.02.2026) on the file of the learned Civil Judge (Junior Division), Ongole are hereby set aside. In view of the compliance/the re-submission of the suit by the petitioner herein, the Court below shall receive and process the suit (C.F.R.No.767 of 2026 dated 24.02.2026) in accordance with Order VII Rule 11 of C.P.C, as early as possible.

10. Accordingly, Civil Revision Petition is disposed of. No order as to costs.

Consequently, Miscellaneous Petitions, if any, pending in the writ petition shall stand closed.

VENKATESWARLU NIMMAGADDA, J

30.04.2026

Vns