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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

Reserved on: 16th April, 2026
Pronounced on: 30th May, 2026

+ CS(OS) 635/2018, I.A. 16961/2018, I.A. 894/2019 & I.A. 32438/2024

SATISH KUMAR & ANR.Plaintiffs

Through: Mr. Manoj Godara, Advocate
versus

M/S BALKRISHAN COMMERCIAL CO. LTD. & ANR.

.....Defendants

Through: Mr. S.C. Singhal, Advocate for D-1
(M:9810061558)
Mr. Sukhbir Sheoran, Adv. for Mr.
Mukesh Mohan, Advocate for D-2

+ CS(OS) 408/2019

ANIL KUMAR AGGARWALPlaintiff

Through: Mr. Sukhbir Sheoran, Adv. for Mr.
Mukesh Mohan, Advocate
versus

SATISH KUMAR & OTHERS

.....Defendants

Through: Mr. Manoj Godara, Advocate
Mr. S.C. Singhal, Advocate for D-2

CORAM:

HON'BLE MS. JUSTICE MINI PUSHKARNA

JUDGMENT

MINI PUSHKARNA, J.

I.A. 894/2019 in CS(OS) 635/2018

1. The present application has been filed by defendant no. 1 under Order VII Rule 11 of the Code of Civil Procedure, 1908 ("CPC"), read with Article 53 of the Limitation Act, 1963 ("Limitation Act"), seeking rejection of the



plaint on the ground that the suit is barred by limitation.

2. The suit in question, i.e., *CS(OS) 635/2018* has been filed for recovery, declaration/cancellation and permanent injunction in relation to the Sale Deed dated 28th December, 2016 (“Sale Deed”), which pertains to the land comprising in Kh. No. 3/13 (4-16) and 3/14/1 (2-13), measuring 7 Bighas 9 Biswas, situated in the *Revenue Estate of Village Dichaun Kalan, Delhi*.

3. It is the case of defendant no. 1 that the suit is hopelessly barred by time as the plaintiffs themselves have made a case in their plaint that they were entitled to receive an alleged cash amount on 24th August, 2015, which was to be paid by defendant no. 1. Therefore, cause of action, if any, arose between the parties on the said date, i.e., 24th August, 2015, and as the present suit has been filed on 29th November, 2018, i.e., beyond a period of three years, the suit is liable to be rejected on account of being barred by limitation.

4. It is also the case of defendant no. 1 that in *Para 24* of the plaint, the plaintiffs themselves stated that the cause of action arose on 24th August, 2015, when the alleged balance sale consideration became payable at the time of execution of the Sale Deed by the plaintiffs, subsequent to obtaining the No Objection Certificate in favour of defendant no. 1. As per plaintiffs’ own showing, the alleged amount was payable on 24th August, 2015, and thereby, the period of limitation would begin from the date when the defendants failed to make the payment. Therefore, the suit would be barred by limitation.

5. Defendant no. 1 has also contended that the plaintiffs have sought to invoke the limitation period from 28th December, 2016, i.e., the date of



registration of the Sale Deed, however, once a document is registered it relates back to the date of execution, and presentation of the document has nothing to do with the payments being made. Therefore, in this case, the date of execution, i.e., 24th August, 2015 would be the date from which the cause of action of the plaintiffs begins, and not the date of registration, i.e., 28th December, 2016.

6. Lastly, it is contended by defendant no. 1 that the plaintiffs are estopped from contending against the Sale Deed dated 24th August, 2015 and its own *Ikarnama* dated 17th May, 2016. Further, no cause of action can arise from the date of service of Legal Notice on 29th September, 2016.

7. *Per Contra*, it is the case of the plaintiffs that the issue of limitation, being a mixed question of law and facts, can only be decided after trial is conducted, and the same cannot be decided at this stage.

8. It is further the case of the plaintiffs that it is the clear position of law that the period of limitation starts from the day when the title is accepted. Since in the present case, the Sale Deed was registered/accepted only on 28th December, 2016, therefore, the suit is not barred by limitation.

9. The plaintiffs have also contended that a clear case has been made out in the plaint that the amount was payable by defendant no. 1 subsequent to the release of the Sale Deed by the Sub-Registrar. As the same was released on 28th December, 2016, the suit would not be barred by limitation.

10. It is also the case of the plaintiffs that though the Sale Deed was duly executed on 24th August, 2015, the Sale Deed was not registered immediately, and remained pending due to non-clearance of stamp duty and other formalities, due to which it was registered on 28th December, 2016. Thus, it is only upon registration of the Sale Deed that the transaction



attained legal sanctity and enforceability.

11. It is contended by the plaintiffs that the cause of action arose on multiple occasions, and the present is a case wherein there is continuous and recurring cause of action, arising from the failure of the defendants to fulfil their contractual obligations.

12. In *rejoinder*, defendant no. 1 has contended that once a document is registered, it takes effect retrospectively, i.e., the date of execution. Therefore, the process of registration, cannot extend the period of limitation. Further, nowhere in the plaint, have the plaintiffs made the averment that the alleged cash consideration has to be paid after the Sale Deed is received from the Sub-Registrar.

13. I have heard learned counsels for the parties and perused the record.

14. At the outset, this Court notes that while considering an application seeking rejection of the plaint, this Court needs to look only into the averments made in the plaint. The pleas taken by the defendant in the written statement would be wholly irrelevant at the stage of considering an application under Order VII Rule 11 of the CPC. Thus, the Supreme Court in the case of *Popat and Kotecha Property Versus State Bank of India Staff Association*, (2005) 7 SCC 510, has held as follows:

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10. Clause (d) of Order 7 Rule 7 speaks of suit, as appears from the statement in the plaint to be barred by any law. Disputed questions cannot be decided at the time of considering an application filed under Order 7 Rule 11 CPC. Clause (d) of Rule 11 of Order 7 applies in those cases only where the statement made by the plaintiff in the plaint, without any doubt or dispute shows that the suit is barred by any law in force.

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14. In *Saleem Bhai v. State of Maharashtra* [(2003) 1 SCC 557] it was



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held with reference to Order 7 Rule 11 of the Code that the relevant facts which need to be looked into for deciding an application thereunder are the averments in the plaint. The trial court can exercise the power at any stage of the suit — before registering the plaint or after issuing summons to the defendant at any time before the conclusion of the trial. **For the purposes of deciding an application under clauses (a) and (d) of Order 7 Rule 11 of the Code, the averments in the plaint are the germane; the pleas taken by the defendant in the written statement would be wholly irrelevant at that stage.**

15. In *I.T.C. Ltd. v. Debts Recovery Appellate Tribunal* [(1998) 2 SCC 70] it was held that the basic question to be decided while dealing with an application filed under Order 7 Rule 11 of the Code is whether a real cause of action has been set out in the plaint or something purely illusory has been stated with a view to get out of Order 7 Rule 11 of the Code.

16. The trial court must remember that if on a meaningful and not formal reading of the plaint it is manifestly vexatious and meritless in the sense of not disclosing a clear right to sue, it should exercise the power under Order 7 Rule 11 of the Code taking care to see that the ground mentioned therein is fulfilled. If clever drafting has created the illusion of a cause of action, it has to be nipped in the bud at the first hearing by examining the party searchingly under Order 10 of the Code. (See *T. Arivandandam v. T.V. Satyapal* [(1977) 4 SCC 467].)

17. **It is trite law that not any particular plea has to be considered, and the whole plaint has to be read.** As was observed by this Court in *Roop Lal Sathi v. Nachhattar Singh Gill* [(1982) 3 SCC 487] only a part of the plaint cannot be rejected and if no cause of action is disclosed, the plaint as a whole must be rejected.

18. **In *Raptakos Brett & Co. Ltd. v. Ganesh Property* [(1998) 7 SCC 184] it was observed that the averments in the plaint as a whole have to be seen to find out whether clause (d) of Rule 11 of Order 7 was applicable.**

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(Emphasis Supplied)

15. Thus, this Court would have to ascertain as to whether from a bare reading of the plaint, it can be said that the suit is barred by limitation.

16. Reading of the plaint brings forth the following:



- I. Plaintiffs are the recorded *Co-Bhumidars* of the land, measuring 37 Bighas 5 Biswas, situated in the *Revenue Estate of Village Dichaun Kalan, Delhi*.
- II. Agreement to Sell dated 26th September, 2014 was entered between plaintiffs and defendant no. 2 for sale of land, measuring 7 Bighas 9 Biswas, situated in the *Revenue Estate of Village Dichaun Kalan* for a sum of Rs. 2,61,00,000/- (Rupees Two Crores Sixty-One Lacs) per acre, i.e., at total sale consideration of Rs. 4,05,09,375/- (Rupees Four Crores Five Lacs Nine Thousand Three Hundred Seventy-Five).
- III. Defendant no. 2 paid Rs. 5,00,000/- (Rupees Five Lacs) *vide* receipt dated 26th September, 2014.
- IV. Defendant no. 2 failed to pay the balance sale consideration, and thus, defendant no. 2 requested the plaintiffs to execute the Sale Deed in favour of his nominee, i.e., defendant no. 1 to whom defendant no. 2 had assigned the Agreement to Sell.
- V. Defendant no. 2, through defendant no. 1, paid Rs. 40,00,000/- (Rupees Forty Lacs) as part payments to plaintiffs on 07th October, 2014.
- VI. After assignment of the Agreement to Sell, defendant no. 1 paid Rs. 1,50,19,250/- (Rupees One Crores Fifty Lacs Nineteen Thousand Two Hundred and Fifty) out of the total remaining balance sale consideration of Rs. 3,60,09,375/- (Rupees Three Crore Sixty Lacs Nine Thousand Three Hundred Seventy-Five), and thus, an amount of Rs. 2,09,90,125/- (Two Crores Nine Lacs Ninety Thousand One Hundred Twenty-Five), still remained unpaid by the defendant no. 2 and defendant no. 1.



- VII. Defendants assured the plaintiffs that the balance sale consideration would be paid on the spot, i.e., Sub-Registrar's office, in cash or in the shape of demand draft at the time of registration of the Sale Deed.
- VIII. After presentation of the Sale Deed for registration on 24th August, 2015, the plaintiffs asked the defendants to pay the balance sale consideration. However, defendant no. 1 told that as the amount was in cash, the same shall be delivered to the residence of the plaintiffs.
- IX. The plaintiffs objected to the registration of Sale Deed on low price of Rs. 1,93,75,000/- (One Crore Ninety-Three Lacs Seventy-Five Thousand) instead of actual sale consideration Rs. 4,05,09,375/- (Four Crores Five Lacs Nine Thousand Three Hundred Seventy-Five).
- X. Defendant no. 1 company has not paid proper stamp duty on the total sale consideration of Rs. 4,05,09,375/- (Four Crores Five Lacs Nine Thousand Three Hundred Seventy-Five).
- XI. Defendants are liable to pay Rs. 2,09,90,125/- (Two Crores Nine Lacs Ninety Thousand One Hundred Twenty-Five) to the plaintiffs as defendant no. 1 company has not paid the balance sale consideration despite execution of the Sale Deed in favour of defendant no. 1.
- XII. Sale Deed in question has been executed by playing fraud, misrepresentation of fact upon the plaintiffs by the representative of defendant no. 1 company and defendant no. 2, without payment of the entire sale consideration.
- XIII. Possession has not been transferred by the plaintiffs to the defendants, since the entire sale consideration has not been handed over to the plaintiffs.
- XIV. The defendants got the Sale Deed registered without paying the entire



sale consideration by assuring the plaintiffs to release the entire sale consideration at the time of mutation.

XV. Mutation case bearing *Suit No. 2/107/2017* is still pending before the Sub-Divisional Magistrate (“SDM”), Najafgarh wherein, defendant no. 1 has stated on 01st February, 2018 that defendant no. 1 has paid the entire sale consideration as per the Sale Deed dated 24th August, 2015.

XVI. The plaintiffs served a Legal Notice dated 29th February, 2016 to the defendants, to which defendant no. 2 sent reply dated 17th March, 2016. However, defendant no. 1 has not replied.

17. Perusal of the averments made in the plaint clearly shows that it is the case of the plaintiffs that the defendants were to pay the balance amount of the Sale Deed to the plaintiffs on 24th August, 2015, on the spot at the time of presenting the Sale Deed for registration to the Registrar Office at Kapashera. However, the said amount was not paid to the plaintiffs at the time of presentation of Sale Deed for registration. As per the plaint, the defendants stated that the balance sale consideration shall be delivered in cash at the residence of the plaintiffs.

18. Thereafter, it is stated that the defendants assured the plaintiffs to release the entire sale consideration at the time of mutation. Further, it is only on 01st February, 2018 that the defendant no. 1 stated before the SDM, Najafgarh that defendant no. 1 had paid the entire sale consideration as per the Sale Deed dated 24th August, 2015, registered on 28th December, 2016.

19. By adverting to the aforesaid factual narrative as given in the plaint, it cannot be said on the face of it that the suit is barred by limitation, especially, when it is averred that the defendants assured payment of balance



sale consideration at the time of mutation and it is only on 01st February, 2018, that the statement has been made by the defendant no. 1 regarding payment of entire sale consideration as per the Sale Deed. Thus, as per the averments made in the plaint, the specific denial for payment of alleged balance consideration by the defendants came to be made only on 01st February, 2018, when statement regarding full payment was made by defendant no. 1. Accordingly, the present suit has come to be filed by the plaintiffs on 29th November, 2018, as per the case history available.

20. Thus, apparently as per the averments made in the plaint, defendant no. 1 committed cheating and fraud with the plaintiffs, which came to the fore, when defendant 1 specifically denied payment of any alleged balance consideration to be made on their behalf, and asserted having paid full amount.

21. Article 59 of the Limitation Act governs the suit seeking cancellation of an instrument. The said Article provides a period of limitation of three years from the date when the facts entitling the plaintiff to have the instrument or decree cancelled or set aside, first became known to the plaintiff. Article 59 of the Limitation Act, reads as under:

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	<i>Description of suit</i>	<i>Period of limitation</i>	<i>Time from which period begins to run</i>
59.	<i>To cancel or set aside an instrument or decree or for the rescission of a contract.</i>	<i>Three years.</i>	<i>When the facts entitling the plaintiff to have the instrument or decree cancelled or set aside or the contract rescinded first become known to him.</i>

xxx xxx xxx”



22. With regard to the limitation period, as provided in Article 59 of the Limitation Act, the Supreme Court in the case of ***P. Kumarakurubaran Versus P. Narayanan and Others***, 2025 SCC OnLine SC 975, held that the emphasis under Article 59 of the Limitation Act is not on the date of transaction *per se*, but on the accrual of the cause of action. It was held that the issues as to whether the plea of the date of knowledge is credible, are matters that necessarily acquire appreciation of evidence. Once the date of knowledge is specifically pleaded, the issue of limitation cannot be decided summarily. It becomes a mixed question of law and facts, which cannot be adjudicated at the threshold stage under Order VII Rule 11 of the CPC. Thus, it was held that rejection of plaint on the ground of limitation without permitting the parties to lead evidence, was legally unsustainable. Accordingly, the Supreme Court, in this regard, has held as follows:

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11. It is well-settled that Article 59 of the Limitation Act, 1963, governs suits seeking cancellation of an instrument and prescribes a period of limitation of three years from the date when the plaintiff first had knowledge of the facts entitling him to such relief. The emphasis under Article 59 is not on the date of the transaction per se, but on the accrual of the cause of action, which, in cases involving allegations of fraud or unauthorized execution of documents, hinges upon the date on which the plaintiff acquired knowledge of such facts.

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12.1. However, we are of the considered view that the issue as to whether the appellant had prior notice or reason to be aware of the transaction at an earlier point of time, or whether the plea regarding the date of knowledge is credible, are matters that necessarily require appreciation of evidence. At this preliminary stage, the averments made in the plaint must be taken at their face value and assumed to be true. Once the date of knowledge is specifically pleaded and forms the basis of the cause of action, the issue of limitation cannot be decided summarily. It becomes a mixed



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question of law and fact, which cannot be adjudicated at the threshold stage under Order VII Rule 11 CPC. Therefore, rejection of the plaint on the ground of limitation without permitting the parties to lead evidence, is legally unsustainable.

12.2. In this regard, we may usefully refer to the following decisions of this Court, which have consistently held that when the question of limitation involves disputed facts or hinges on the date of knowledge, such issues cannot be decided at the stage of Order VII Rule 11 CPC:

(i) *Daliben Valjibhai v. Prajapati Kodarbhai Kachrabhai* [2024 SCC OnLine SC 4105]

“10. The First Appellate Court came to the conclusion that the defendants made an application for correcting the revenue records only in the year 2017 and on the said application the Deputy Collector issued notice to the plaintiffs in March 2017 and that was the time when the plaintiffs came to know about the execution of the sale deed. It is under these circumstances that the suit was instituted in the year 2017. While the High Court came to the correct conclusion that under Article 59 of the Limitation Act, a suit can be instituted within 3 years of the knowledge, it proceeded to return a finding that in cases where the document is registered, the knowledge must be presumed from the date of registration.

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12. Further, in *Chhotanben v. Kirtibhai Jalkrushnabhai Thakkar* where again a suit for cancellation of sale deed was opposed through an application under Order 7 Rule 11, on ground of limitation, this Court specifically held that limitation in all such cases will arise from date of knowledge. The relevant portion is as follows:

“15. **What is relevant for answering the matter in issue in the context of the application under Order 7 Rule 11(d) CPC, is to examine the averments in the plaint. The plaint is required to be read as a whole. The defence available to the defendants or the plea taken by them in the written statement or any application filed by them, cannot be the basis to decide the application under Order 7 Rule 11(d). Only the averments in the plaint are germane.** It is common ground that the registered sale deed is dated 18-10-1996. The limitation to challenge the registered sale deed ordinarily would start running from the date on which the sale deed was registered. However, the specific case of the appellant-plaintiffs is that until 2013 they had no knowledge



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whatsoever regarding execution of such sale deed by their brothers, original Defendants 1 and 2, in favour of Jaikrishnabhai Prabhudas Thakkar or Defendants 3 to 6. They acquired that knowledge on 26-12-2012 and immediately took steps to obtain a certified copy of the registered sale deed and on receipt thereof they realised the fraud played on them by their brothers concerning the ancestral property and two days prior to the filing of the suit, had approached their brothers (original Defendants 1 and 2) calling upon them to stop interfering with their possession and to partition the property and provide exclusive possession of half ($\frac{1}{2}$) portion of the land so designated towards their share. However, when they realised that the original Defendants 1 and 2 would not pay any heed to their request, they had no other option but to approach the court of law and filed the subject suit within two days therefrom. According to the appellants, the suit has been filed within time after acquiring the knowledge about the execution of the registered sale deed. In this context, the trial court opined that it was a triable issue and declined to accept the application filed by Respondent 1-Defendant 5 for rejection of the plaint under Order 7 Rule 11(d). That view commends to us.

...

19. In the present case, we find that the appellant-plaintiffs have asserted that the suit was filed immediately after getting knowledge about the fraudulent sale deed executed by original Defendants 1 and 2 by keeping them in the dark about such execution and within two days from the refusal by the original Defendants 1 and 2 to refrain from obstructing the peaceful enjoyment of use and possession of the ancestral property of the appellants. We affirm the view taken by the trial court that the issue regarding the suit being barred by limitation in the facts of the present case, is a triable issue and for which reason the plaint cannot be rejected at the threshold in exercise of the power under Order 7 Rule 11(d) CPC.”

(emphasis supplied)

13. In view of the above, there was no justification for the High Court in allowing the application under Order 7 Rule 11, on issues that were not evident from the plaint averments itself. The High Court was also not justified in holding that the limitation period commences from the date of registration itself. In this view of the matter the judgment of the High Court is unsustainable.”



(ii) *Salim D. Agboatwala v. Shamalji Oddhayji Thakkar* [(2021) 17 SCC 100]

“11. As observed by this Court in *P.V. Guru Raj Reddy v. P. Neeradha Reddy* [(2015) 8 SCC 331 : (2015) 4 SCC (Civ) 100], the rejection of plaint under Order 7 Rule 11 is a drastic power conferred on the court to terminate a civil action at the threshold. Therefore, the conditions precedent to the exercise of the power are stringent and it is especially so when rejection of plaint is sought on the ground of limitation. When a plaintiff claims that he gained knowledge of the essential facts giving rise to the cause of action only at a particular point of time, the same has to be accepted at the stage of considering the application under Order 7 Rule 11.

12. Again as pointed out by a three-Judge Bench of this Court in *Chhotanben v. Kiritbhai Jalkrushnabhai Thakkar* [(2018) 6 SCC 422 : (2018) 3 SCC (Civ) 524], the plea regarding the date on which the plaintiffs gained knowledge of the essential facts, is crucial for deciding the question whether the suit is barred by limitation or not. It becomes a triable issue and hence the suit cannot be thrown out at the threshold.

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14. But a defendant in a suit cannot pick up a few sentences here and there from the plaint and contend that the plaintiffs had constructive notice of the proceedings and that therefore limitation started running from the date of constructive notice. In fact, the plea of constructive notice is raised by the respondents, after asserting positively that the plaintiffs had real knowledge as well as actual notice of the proceedings. In any case, the plea of constructive notice appears to be a subsequent invention.”

(iii) *Shakti Bhog Food Industries Ltd. v. Central Bank of India* [(2020) 17 SCC 260]

“6. The central question is : whether the plaint as filed by the appellant could have been rejected by invoking Order 7 Rule 11(d) CPC?

7. Indeed, Order 7 Rule 11 CPC gives ample power to the court to reject the plaint, if from the averments in the plaint, it is evident that the suit is barred by any law including the law of limitation. This position is no more res integra. We may usefully refer to the decision of this Court in *Ram Prakash Gupta v. Rajiv Kumar*



Gupta [(2007) 10 SCC 59]. In paras 13 to 20, the Court observed as follows : (SCC pp. 65-66)

“13. As per Order 7 Rule 11, the plaint is liable to 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 written 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;*
- (e) where it is not filed in duplicate;*
- (f) where the plaintiff fails to comply with the provisions of Rule 9;’*

14. In Saleem Bhai v. State of Maharashtra [Saleem Bhai v. State of Maharashtra, [(2003) 1 SCC 557] it was held with reference to Order 7 Rule 11 of the Code that:

‘9. ... the relevant facts which need to be looked into for deciding an application thereunder are the averments in the plaint. The trial court can exercise the power ... at any stage of the suit — before registering the plaint or after issuing summons to the defendant at any time before the conclusion of the trial. For the purposes of deciding an application under clauses (a) and (d) of Rule 11 Order 7 CPC, the averments in the plaint are germane; the pleas taken by the defendant in the written statement would be wholly irrelevant at that stage....’ (SCC p. 560, para 9).

15. In ITC Ltd. v. Debts Recovery Appellate Tribunal [ITC Ltd. v. Debts Recovery Appellate Tribunal, (1998) 2 SCC 70] it was held that the basic question to be decided while dealing with an application filed under Order 7 Rule 11 of the Code is whether a real cause of action has been set out in the plaint or something purely illusory has been stated with a view to get out of Order 7 Rule 11 of the Code.

16. “The trial court must remember that if on a meaningful—not formal—reading of the plaint it is manifestly vexatious and meritless



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in the sense of not disclosing a clear right to sue, it should exercise its power under Order 7 Rule 11 CPC taking care to see that the ground mentioned therein is fulfilled. If clever drafting has created the illusion of a cause of action, [it has to be nipped] in the bud at the first hearing by examining the party searchingly under Order 10 CPC.” (See T. Arivandandam v. T.V. Satyapal [(1977) 4 SCC 467], SCC p. 468.)

17. It is trite law that not any particular plea has to be considered, and the whole plaint has to be read. As was observed by this Court in Roop Lal Sathi v. Nachhattar Singh Gill [(1982) 3 SCC 487], only a part of the plaint cannot be rejected and if no cause of action is disclosed, the plaint as a whole must be rejected.

18. In Raptakos Brett & Co. Ltd. v. Ganesh Property [(1998) 7 SCC 184] it was observed that the averments in the plaint as a whole have to be seen to find out whether clause (d) of Rule 11 Order 7 was applicable.

19. In Sopan Sukhdeo Sable v. Charity Commr. [(2004) 3 SCC 137] this Court held thus : (SCC pp. 146-47, para 15)

‘15. There cannot be any compartmentalisation, dissection, segregation and inversions of the language of various paragraphs in the plaint. If such a course is adopted it would run counter to the cardinal canon of interpretation according to which a pleading has to be read as a whole to ascertain its true import. It is not permissible to cull out a sentence or a passage and to read it out of the context in isolation. Although it is the substance and not merely the form that has to be looked into, the pleading has to be construed as it stands without addition or subtraction or words or change of its apparent grammatical sense. The intention of the party concerned is to be gathered primarily from the tenor and terms of his pleadings taken as a whole. At the same time it should be borne in mind that no pedantic approach should be adopted to defeat justice on hair-splitting technicalities.’

20. For our purpose, clause (d) is relevant. It makes it clear that if the plaint does not contain necessary averments relating to limitation, the same is liable to be rejected. For the said purpose, it is the duty of the person who files such an application to satisfy the court that the plaint does not disclose how the same is in time. In order to answer the said question, it is incumbent on the part of the court to verify the entire plaint. Order 7 Rule 12 mandates where a plaint is rejected, the court has to record the order to that effect with the reasons for such order.”



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8. On the same lines, this Court in *Church of Christ Charitable Trust & Educational Charitable Society v. Ponniamman Educational Trust* [(2012) 8 SCC 706 : (2012) 4 SCC (Civ) 612], observed as follows : (SCC pp. 713-15, paras 10-12)

“10. ... It is clear from the above that where the plaint does not disclose a cause of action, the relief claimed is undervalued and not corrected within the time allowed by the court, insufficiently stamped and not rectified within the time fixed by the court, barred by any law, failed to enclose the required copies and the plaintiff fails to comply with the provisions of Rule 9, the court has no other option except to reject the same. A reading of the above provision also makes it clear that power under Order 7 Rule 11 of the Code can be exercised at any stage of the suit either before registering the plaint or after the issuance of summons to the defendants or at any time before the conclusion of the trial.

11. This position was explained by this Court in *Saleem Bhai v. State of Maharashtra* [(2003) 1 SCC 557], in which, while considering Order 7 Rule 11 of the Code, it was held as under : (SCC p. 560, para 9)

‘9. A perusal of Order 7 Rule 11 CPC makes it clear that the relevant facts which need to be looked into for deciding an application thereunder are the averments in the plaint. The trial court can exercise the power under Order 7 Rule 11 CPC at any stage of the suit — before registering the plaint or after issuing summons to the defendant at any time before the conclusion of the trial. For the purposes of deciding an application under clauses (a) and (d) of Rule 11 Order 7 CPC, the averments in the plaint are germane; the pleas taken by the defendant in the written statement would be wholly irrelevant at that stage, therefore, a direction to file the written statement without deciding the application under Order 7 Rule 11 CPC cannot but be procedural irregularity touching the exercise of jurisdiction by the trial court.’

It is clear that in order to consider Order 7 Rule 11, the court has to look into the averments in the plaint and the same can be exercised by the trial court at any stage of the suit. It is also clear that the averments in the written statement are immaterial and it is the duty of the court to scrutinise the averments/pleas in the plaint. In other words, what needs to be looked into in deciding such an application are the averments in the plaint. At that stage, the pleas taken by the defendant in the written statement are wholly irrelevant and the matter is to be decided only on the plaint averments. These principles have been reiterated in *Raptakos Brett & Co.*



*Ltd. v. Ganesh Property [(1998) 7 SCC 184] and Mayar (H.K.)
Ltd. v. Vessel M.V. Fortune Express [(2006) 3 SCC 100].*

xxx xxx xxx”

(Emphasis Supplied)

23. Accordingly, reading of the aforesaid judgment makes it evident that the plea regarding the date on which the plaintiffs gained knowledge of the essential facts, is crucial for deciding the question of whether the suit is barred by limitation or not. The same is a triable issue. Further, whole plaint has to be read, and no particular plea has to be considered by the Court at the time of dealing with the application for rejection of the plaint.

24. The facts in the present case, as asserted in the plaint with regard to the alleged balance sale consideration to be paid by the defendants, and the alleged assurance by the defendants for payment of the same at the time of mutation, along with the date on which they denied making such payment, are factual matters, which are required to be examined at trial.

25. It is trite that it is only if on a reading of the plaint, the suit appears to be barred under any law, the plaint can be rejected. However, in the facts and circumstances of the present case, it cannot be stated so. Thus, in view of the facts as asserted in the plaint, the issue of limitation is a triable issue which cannot be decided by this Court at the threshold without evidence.

26. Considering the aforesaid discussion, no merit is found in the present application. The same is accordingly dismissed.

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27. List on 21st September, 2026.

**MINI PUSHKARNA
(JUDGE)**

MAY 30, 2026/Ak