



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 27-04-2026

CORAM

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THE HONOURABLE MRS.JUSTICE T.V.THAMILSELVI

CRP No. 2516 of 2026

AND

CMP NO. 10635 OF 2026

1. B. Rangaswamy
S/o.Bangara, D.No.498, N.S.R.Road,
Saibaba Colony, coimbatore.

Petitioner(s)

Vs

1. G.Narayanamoorthy
S/o.M.Govindarajalu, D.No.59,
Dharmaraja Koil Street, 1st Floor, opp
to Chola Hotel, Coimbatore.

Respondent(s)

CRP No. 2516 of 2026

PRAYER

To set aside the Fair and Decreetal order passed in IA.No.2/2025 in OS.No.621/2024 dated 3.9.2025 on the file of III Additional District Court, Gobichettipalayam.

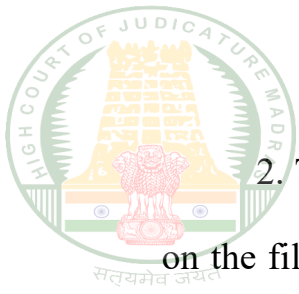
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For Petitioner(s): MR.V.Sachin Vinayak

For Respondent(s):

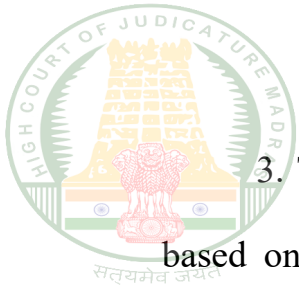
ORDER

This Civil Revision Petition has been filed seeking to set aside the Fair and Decreetal order passed in IA.No.2/2025 in OS.No.621/2024 dated 3.9.2025 on the file of III Additional District Court, Gobichettipalayam.



2. The petitioner herein filed I.A. No. 2 of 2025 in O.S. No. 621 of 2024 on the file of the III Additional District Court, Gobichettipalayam, under Order VII Rule 11(a), (b), and (d) of the CPC, seeking to reject the plaint. Upon hearing both sides, the Trial Court held that a suit being barred by limitation was not explicitly made out on the face of the plaint as a ground to reject it at this preliminary stage. Further, the Trial Court observed that the plaintiff has sufficiently disclosed a cause of action for filing the suit. In respect of the court fee, the Trial Court held that the Court must grant an opportunity to the plaintiff to pay the proper court fee, and only if the plaintiff fails to do so does the Court have the power to reject the plaint. Aggrieved by the same, the petitioner has filed this Civil Revision Petition.

3. The learned counsel for the petitioner submits that the plaintiff should have filed the suit on or before 3rd September 2015. He contends that the agreement executed between the petitioner and the respondent clearly explains that the suit should be filed after a period of 24 months from the date of the agreement, whereas the suit was filed only in the year 2023. Further, he submits that the Trial Court failed to consider that as per the MOU dated 30.08.2014, the extension was granted only until 30.05.2015. He argues that other transactions mentioned in the plaint also clearly reflect that the suit is barred by limitation. Hence, he prays to allow this Civil Revision Petition.



3. The facts reveal that the plaintiff filed the suit to execute a sale deed based on a sale agreement dated 03.09.2012 in respect of the suit property.

Initially, the sale agreement was entered into between the plaintiff and the defendant for the suit property, and a sum of Rs. 1,00,000/- was paid as an advance, but thereafter, the defendant failed to execute the sale deed. Subsequently, on 30.08.2014, a Memorandum of Understanding (MOU) was entered into between them, which forms a part of the said sale agreement, extending the timeline until August 2017 to settle the transaction. However, the defendant subsequently refused to perform his part of the contract. Following this denial to execute the sale deed, the plaintiff filed the present suit. All these facts reflect that the plaintiff's claim is based not only on the initial sale agreement but also on the subsequent MOU. Since the plaintiff is claiming rights based on these continuous transactions and the defendant heavily disputes these terms, the matter requires detailed oral and documentary evidence. It is a settled position of law that under such circumstances, the question of limitation becomes a mixed question of law and fact. It cannot be decided summarily based merely on the plaint averments. Furthermore, as the execution and extensions arising from the sale agreement are entirely denied, the parties must go to trial. Regarding the deficit court fee, it is a curable defect that can be rectified at any stage of the proceedings, and the plaint cannot be rejected straightaway on this ground. As the issue involves a mixed question of law and fact, the order of the Trial Court requires no interference. However, the



petitioner is entitled to raise all these defences before the Trial Court during the trial to disprove the claims.

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4. In the result, this Civil Revision Petition is dismissed. No costs.

Connected miscellaneous petitions, if any, stand closed.

27-04-2026

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Index: Yes/No

Speaking/Non-speaking order

Internet: Yes

Neutral Citation: Yes/No

To

1. The III Additional District Court, Gobichettipalayam.
2. The Section officer, V. R Section, High Court, Madras.



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T.V.THAMILSELVI J.
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