



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 14TH DAY OF NOVEMBER, 2025

BEFORE

THE HON'BLE MR. JUSTICE V SRISHANANDA

CIVIL REVISION PETITION NO. 679 OF 2023 (IO)

BETWEEN:

1. SRI. NAGESHA
S/O LATE MARIYAPPA,
AGED ABOUT 39 YEARS,
2. SRI. YOGESH M
S/O LATE MARIYAPPA,
AGED ABOUT 37 YEARS,
3. SMT. GOWRAMM
D/O LATE RANGAPPA,
AGED ABOUT 71 YEARS,
4. SRI. MUTTANNA
S/O LATE RANGAPPA,
AGED ABOUT 68 YEARS,
5. SRI. LAKSHMIKANTA
S/O SRI. MUTTANNA,
AGED ABOUT 30 YEARS,
6. SRI. SATYENDRA
S/O SRI. MUTTANNA,
AGED ABOUT 28 YEARS,
7. SMT. SHOBHA
W/O LATE RAJANNA,
AGED ABOUT 43 YEARS,
8. SRI. NARASIMHAMURTHY
S/O LATE RAJANNA,
AGED ABOUT 33 YEARS,

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Location: High
Court of
Karnataka





9. SRI. KEERTHI V.R.
S/O LATE RAJANNA,
AGED ABOUT 32 YEARS,
10. SRI. MAHIMARAJU
S/O LATE RAJANNA,
AGED ABOUT 24 YEARS,
11. SMT. RATHNAMMA
D/O LATE RANGAPPA,
AGED ABOUT 63 YEARS,
12. SRI. CHANDRAPPA
S/O LATE RANGAPPA,
AGED ABOUT 58 YEARS,
13. SMT. NAVYASHREE
D/O SRI. CHANDRAPPA,
AGED ABOUT 30 YEARS,
14. SRI. NAGENDRA
S/O SRI. CHANDRAPPA,
AGED ABOUT 29 YEARS,
15. SRI. MARUTHI
S/O LATE RANGAPPA,
AGED ABOUT 51 YEARS,
RESIDING AT NO.15 AND ALSO AT 16,
VEERASAGR, RANGAPPA LAYOUT,
BANGALORE NORTH, ATTURU,
BANGALORE - 560 064.
16. SRI. GIRISHKUMAR
S/O SRI. MARUTHI,
AGED ABOUT 27 YEARS,
17. SRI. ARUNKUMAR
S/O SRI. MARUTHI,
AGED ABOUT 25 YEARS,



18. SMT. BHAGYAMMA
D/O LATE RANGAPPA,
AGED ABOUT 49 YEARS,
19. SMT. VIJAYAMMA
D/O LATE RANGAPPA,
AGED ABOUT 47 YEARS,
RESIDING AT NO.19,
ALSO AT NO.3815, 3RD CROSS,
VEERASAGAR ROAD,
AMABABHAVANI TEMPLE,
ATTURU LAYOUT,
BANGALORE NORTH,
BANGALORE - 560 064.
20. SMT. SAVITHRAMMA
D/O LATE RANGAPPA,
AGED ABOUT 45 YEARS,

PETITIONER NO.1 TO 14
16 TO 18 AND 20 ARE
RESIDING AT VEERASAGARA VILLAGE,
YELAHANKA HOBLI,
BANGALORE NORTH TALUK,
BANGALORE - 560 064.

...PETITIONERS

(BY SRI. VIJAYA SHEKARA GOWDA V, ADVOCATE)

AND:

SRI. RAMALINGA
S/O LATE LINGAIAH,
AGED ABOUT 50 YEARS,
R/T NO.380, LIG, 14TH B CROSS,
YELHANKA NEW TOWN,
BANGALORE - 560 064.

AT PRESENT RESIDENCE AT NO.47/2,
KAVERI BADAVANE,
IST MAIN,DODDABETTAHALLI,
YELAHANKA ATTUR POST,



NEAR NARAYANA SCHOOL,
YELAHANKA NEW TOWN,
BANGALORE - 560 064.

...RESPONDENT

(BY SRI. JEEVAN J. NEERALAGI, ADVOCATE)

THIS CRP IS FILED UNDER SEC.115 OF CPC., AGAINST THE ORDER DATED 6.10.2023 PASSED ON IA IN OS NO.211/2023 ON THE FILE OF VII ADDITIONAL SENIOR CIVIL JUDGE AND JMFC, BANGALORE RURAL DISTRICT, BANGALORE., DISMISSING THE IA FILED UNDER ORDER 7 RULE 11(a) AND (d) OF CPC., FOR REJECTION OF PLAINT.

THIS PETITION, COMING ON FOR ADMISSION, THIS DAY, ORDER WAS MADE THEREIN AS UNDER:

CORAM: HON'BLE MR. JUSTICE V SRISHANANDA

ORAL ORDER

Heard Sri.Vijaya Shekara Gowda V., learned counsel for the revision petitioners and Sri.Jeevan J. Neeralagi, learned counsel for the respondent.

2. Defendants in O.S.No.211/2023 are the revision petitioners challenging the rejection of their application filed under Order VII Rule 11(a) and (d) of Code of Civil Procedure(hereinafter referred to as 'CPC' for short) by the impugned order dated 06.10.2023.



3. Facts in the nutshell which are utmost necessary for disposal of the present revision petition are as under:

In respect of an agreement to sell dated 12.09.2019, a suit came to be filed in O.S.No.211/2023 seeking specific enforcement of the said agreement to sell.

4. Defendants entered appearance and filed written statement and also filed an application under Order VII Rule 11(a) and (d) of CPC to dismiss the suit on the ground of limitation in view of the clause in the agreement wherein the remaining consideration of Rs.44,00,000/- was agreed to be paid within two months and when the purchasers failed to pay the said amount within two months, the rights in the agreement stood terminated. Therefore, suit should have been filed after expiry of two months i.e., 12.11.2019 within three years and suit filed in year 2023 is thus *per se* barred by limitation and sought for rejection of the plaint.



5. Said application was opposed by the plaintiff by filing detailed written statement by contending that there was no readiness and willingness and plaintiff maintained that they have paid additional amount even after two months which has been accepted by the defendants without any reservation of their rights. Therefore, time was not the essence of the contract.

6. Learned Trial Judge after considering the rival contentions of the parties, rejected the application filed under Order VII Rule 11(a) and (d) of CPC, which is challenged in this revision.

7. Learned counsel for the revision petitioner reiterating the grounds urged in the revision petition vehemently contented that when the parties have specifically understood as to the question of the balance payment of Rs.44,00,000/- under the agreement within two months, they cannot seek specific enforcement of the agreement to sell dated 12.09.2019 by filing a suit in the



year 2023. Therefore, in view of the Article 54 of the Limitation Act, the suit is *per se* barred by limitation which has not been properly appreciated by the learned Trial Judge and sought for allowing the revision petition.

8. Per contra, learned counsel for the respondent/plaintiff opposes the revision grounds by contending that there was a payment even after the stipulated period of two months. Therefore, the contention of the defendants is rightly rejected and sought for dismissal of the revision petition.

9. In the case on hand, agreement is not in dispute so also the stipulation clauses in the agreement.

10. However, defendants maintain that it is not an agreement to sell. These are all disputed questions which are to be adjudicated during the trial by placing necessary evidence on record.



11. Whether at all there was an additional payment received by the defendants from the plaintiff even after expiry of stipulation of two months in the agreement is a question that is to be established by placing necessary evidence on record.

12. So also if the agreement itself is disputed that it is a loan agreement, defendants cannot lay their hands on to the any of the clauses of agreement and then say that suit is barred by limitation.

13. Anyway, these are all the matters which are to be established before the trial by placing the necessary material evidence on record so as to adjudicate the real controversy between the parties inasmuch as whether the disputed agreement is a sale agreement or loan agreement. If it is a sale agreement, whether it is barred by limitation for enforcement of the same in view of the conditions and the time stipulated in the agreement are to be decided in a full-fledged trial.



14. Therefore, the decision of the Trial Court not to reject the plaint at the threshold is just and proper which requires no interference in this revisional jurisdiction.

15. Hence, following:

ORDER

- i. Revision petition is ***dismissed***.
- ii. It is made clear that this Court has not expressed any opinion on the merits of the matter on any one issue and parties are at liberty to canvass their respective contentions before the Trial Court in the suit in accordance with law.

Sd/-
(V SRISHANANDA)
JUDGE

KAV
List No.: 1 Sl No.: 57