



WEB COPY



C.R.P.(PD).No. 954 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated : 07.03.2025

CORAM

THE HONOURABLE Ms. JUSTICE P.T. ASHA

C.R.P.(PD).No. 954 of 2025

&

C.M.P.No. 5510 of 2025

A.Muthu

...Petitioner

Vs.

P.S.Selvaraj

...Respondent

Prayer: Civil Revision Petition is filed under Article 227 of the Constitution of India, against the order dated 21.08.2024 in IA.No.162 of 2021 in OS.No.7 of 2021, on the file of the Sub Ordinate Court, Avinashi.

For Petitioner : M/s. D.Chitra Maragatham



WEB COPY



C.R.P.(PD).No. 954 of 2022

ORDER

Challenging the dismissal of his petition filed under Order VII Rule 11 of CPC the petitioner is before this Court. In order to appreciate the grievances of the petitioner it would be apposite to briefly allude to the facts of the case.

2. The respondent had filed O.S.No.7 of 2021 on the file of the Sub Court, Tiruppur for cancelling the sale deed dated 08.08.2011 obtained by the defendants 1 and 2 from the plaintiff, declaring the sale deed executed by defendants 3 and 4 in favour of the 2nd defendant dated 03.01.2017 and the sale deed executed by the 3rd defendant in favour of 1st defendant on 24.08.2017 as null and void, to declare that the suit property belongs to the plaintiff and for a consequential injunction restraining defendants from interfering with the plaintiff's peaceful possession and enjoyment of the property in question.



WEB COPY

3. The respondent's case was that the property belonged to him absolutely by virtue of a partition deed dated 25.08.2023. After borrowing a sum of Rs.20,00,000/- from the defendants 1 and 2 he had executed a sale deed in favour of the defendants 1 and 2 with the promise that the same would be reconveyed to him as and when the loan of Rs.20,00,000/- is repaid. Further, the case of the respondent is that he has paid a sum of Rs.30,00,000/- to defendants 1 and 2 towards the principal as well as interest on 19.03.2020. He had paid a sum of Rs.5,00,000/- to defendants 1 and 2 through one Sivasanmugam son of G.K.Ramasamy.

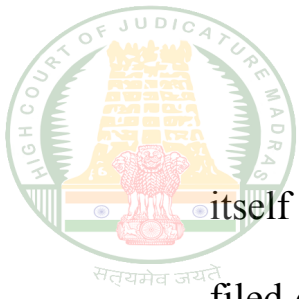
4. On 10.03.2020, the plaintiff had approached defendants asking them to re convey the property as the entire loan had been repaid with interest. The defendants 1 and 2 refused to come forward to re convey the property as undertaken and not only did they not come forward to re-convey the same but they have had gone on to state that they had sold the property to their finance partners.



WEB COPY

5. The plaintiff had applied for encumbrance certificate at this juncture and he came to know about the alienation in favour of defendants 3 and 4 by the 1st and 2nd defendants. On 17.12.2020 the petitioner / 5 defendant had come to the suit property and informed the plaintiff that the property belonged to him as he had purchased the same and the attempted to enter into the property which was successfully prevented by the plaintiff / respondent. Therefore, he came forward with the suit in question.

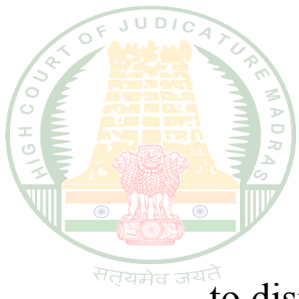
6. On entering appearance and after filing the written statement, the petitioner herein had filed an application to reject the plaint. The reasons for rejecting plaint as set out in the affidavit filed in support of the Order VII Rule 11 CPC petition are as follows. The petitioner has filed O.S.No.1 of 2021 on the file of the District Munsif, Uthukuzhi, against the respondent. The present suit is barred by limitation since the respondent has admitted that he have knowledge about the execution of the sale deed in favour of the petitioner in the year 2011



WEB COPY

itself and suit which ought to have been filed within 3 years has been filed only on 22.12.2020. The petitioner would further submit that the suit has not been properly valued and proper court fee has not been paid.

7. The respondent had filed a counter denying the contentions raised in the affidavit filed in support of the reject the plaint petition contending that the property had been sold to defendants 1 and 2 for a sum of Rs.20,00,000/- with an understanding that it would be reconveyed back to the plaintiff and the suit is valued at that sum. It is also their argument that last of the payment had been made on 19.03.2020 and the suit has been filed well within the period of limitation. As regards undervaluation the respondent submitted that the suit has been filed to declare the sale deed executed by the respondent in favour of the defendants 1 and 2 as null and void. The value of the sale deed was Rs.20,00,000/-. Therefore, the suit has been filed for that value. Therefore they sought for the dismissal of the petition.



WEB COPY

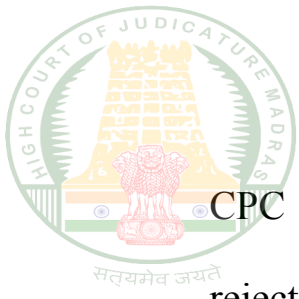
8. The learned Trial Judge by order dated 21.08.2024 was pleased to dismiss the application.

9. Challenging the same, the petitioner is before this Court.

10. Heard the learned counsel for the petitioner.

11. The sale deed which has been executed by the plaintiff in favour of the defendants though styled a sale deed is claimed to be a loan document, where under the defendants 1 and 2 were required to re convey the property back to the respondent on the respondent repaying the loan. The last of the payment towards the loan amount was paid on 19.03.2020, and the suit has been filed immediately. Thereafter, as defendants 1 and 2 had not come forward to execute the deed. Therefore, the plaint cannot be rejected.

12. In order to reject the plaint the following factors have to be taken into consideration as per the provisions of Order VII Rule 11



CPC and which is the grounds upon which the present petition for rejecting the plaint has been filed:

(a) The suit does not disclose a cause of action.

(b) The relief is undervalued. Where the relief is undervalued the Court can return the document with a direction to file a requisite stamp paper and only when the stamp paper not obtained the plaint can be rejected.

(c) Where the relief claimed is barred by law the defendant pleads that the suit is barred by limitation.

13. A reading of the plaint as a whole clearly sets out a cause of action. As regards under valuation it is the case of the plaintiff that the suit is filed for cancelling the sale deed and the value shown in the sale deed is Rs.20,00,000/-, the Court fee has been paid on the said sum. As regards the plea of limitation the plaintiff would plead that the cause of action arose on 19.03.2020 when the last of the payments were made. Both parties claim different dates as the starting point of limitation. The same has to be proved by each as limitation is a mixed question of



C.R.P.(PD).No. 954 of 2025

facts and law.

WEB COPY

14. Therefore, the 5th defendant / petitioner has not made out any case for rejecting the plaint. The civil revision petition is dismissed. Consequently, the connected miscellaneous petition is closed. No costs.

07.03.2025

Index : Yes/No
Internet : Yes/No
kan

To

The Sub Ordinate Court,
Avinashi.



WEB COPY



C.R.P.(PD).No. 954 of 2025

P.T. ASHA, J,

kan

C.R.P.(PD).No. 954 of 2025

07.03.2025