



C.R.P.No.777 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 27.02.2025

CORAM:

THE HONOURABLE MS.JUSTICE P.T.ASHA

C.R.P.No.777 of 2025

C.M.P.No.4592 of 2025

V.Shanmugham

...Petitioner

Vs

R.Venkatesa Gupta

...Respondent

PRAYER :- Civil Revision Petition is filed under Article 227 of the Constitution of India, pleaded to set aside the fair and decretal order dated 08.11.2024 passed in I.A.No.800 of 2024 in O.S. No.12 of 2024 on the file of II Additional District Munsif Court, Kallakurichi.

For Petitioner : M/s.Kowser Suthana I

ORDER

Challenging the dismissal of their application for rejecting the plaint in I.A.No.800 of 2024 in O.S.No.12 of 2024, the first defendant is before this Court.



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WEB COPY 2.The facts are briefly set out herein below:-

The respondent herein had filed O.S.No.12 of 2024 on the file of the District Munsif, Kallakurichi for permanent injunction restraining the defendants, his men, agents, servants or any one claiming under him or acting on his behalf from in any way interfering with the peaceful possession and enjoyment of the suit property namely Sri Amma Two wheeler stand, at Sundara Vinayagar Koil Street, Kallakurichi, Villupuram.

3.The contention of the respondent/plaintiff is that the property in question was leased out to his brother Narayanan in the year 2010 and an advance of a sum of Rs.7,00,000/- as security deposit was remitted and the property was handed over. He would further contend that he has spent huge sums of money for redoing the property in question. The father of the defendants had agreed to receive security deposit of Rs.9,00,000/-. He would further submit that a lease agreement dated 28.06.2012 was entered into between them. The plaintiff further went on to state that plaintiff and his brother had been jointly running the business for over eleven years. The said Narayanan died in the year 2021.



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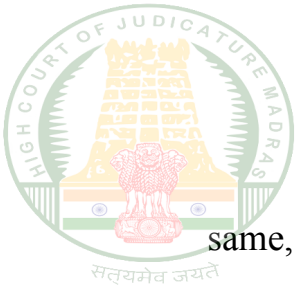
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Though the written agreement was entered into only in the year 2012, the defendant's father had been receiving rent of Rs.25,000/- till his life time.

Thereafter, the defendants were receiving the rents from the plaintiff and his brother. The case of the plaintiff is that despite entering into such an agreement the defendants are now attempting to throw him out of the property that too without returning the security deposit of Rs.25,00,000/- back to the plaintiff.

4.The defendant/petitioner on entering appearance took out an application for rejecting the plaint stating that it did not make out any cause of action and was based on false allegations.

5.The learned II Additional District Munsif, Kallakurichi after hearing parties had dismissed the said application stating that the very basis of the application for rejecting the plaint is on the ground that the lease agreement dated 28.06.2012 is a forged document. The learned Judge has held that this issue has to be decided only after trial. The learned Judge has observed that the respondent/plaintiff has made out a cause of action for filing the suit and therefore the application filed under Order VII Rule 11 for rejecting the plaint was dismissed. Challenging the



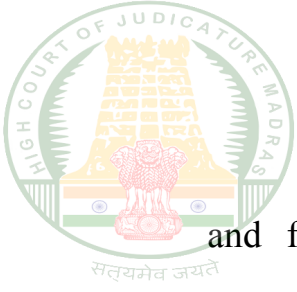
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same, the petitioner/defendant is before this Court.

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6.Heard the learned counsel for the petitioner/defendant and perused the records.

7.In the affidavit filed in support of the application for rejecting the plaint the petitioner/defendant has apart from denying the averments set out in the plaint sought for rejection of the plaint on the ground that the property continues to be in the possession and enjoyment of the defendants. The lease deed 04.09.2017 has been created after the demise of defendant's father and a criminal complaint is pending in respect of the same. The contention of the petitioner/defendant is that the suit has been filed only for the purpose of extracting money from the defendants. This is the sum and substance of the contents of the affidavit filed in support of the application for rejecting the plaint. None of the ingredients required for rejection of plaint as set out in order VII Rule 11 of the Code of Civil Procedure is evident in the aforesaid petition. The plaint is sought to be rejected only on the ground that the lease agreement dated 04.09.2017 is a fabricated document. Whether the document is fabricated



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and forged document is one that can be elicited only after trial.

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Therefore, the same cannot be a ground to reject the plaint. The learned

II Additional District Munsif, Kallakurichi, has rightly rejected the application and I see no reason to interfere with the same. Consequently, the Civil Revision Petition is dismissed. No costs. Consequently, connected miscellaneous petition is closed.

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Index : Yes/No
Internet : Yes/No
Speaking Order/Non Speaking Order
ep

To

II Additional District Munsif Court, Kallakurichi.



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