



OSA.No.226/2023

IN THE HIGH COURT OF JUDICATURE AT MADRAS

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Reserved on 23.09.2024

Delivered on 29.04.2025

CORAM

THE HONOURABLE MR. JUSTICE S.S. SUNDAR

AND

THE HONOURABLE MR. JUSTICE K.RAJASEKAR

OSA.No.226/2023

Mr.A.C.Raju

... Appellant

Vs.

1.Mrs.C.Prema Raju

2.Ms.C.R.Gayathri

... Respondents

Prayer : Original Side Appeal filed under Order 36 Rule 9 of Original Side Rules against the order dated 27.09.2023 in Application No.2143/2023 in CS.NO.43/2023.

For Appellant

: Mr.Nithyaesh Natraj for
Mr.vaibhav Rangarajan Venkatesh

For R1

: Mr.S.S.RAjesh

For R2

: Mr.Sharath Chandran



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JUDGMENT

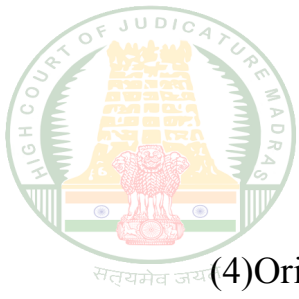
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S.S.SUNDAR, J.,

(1)The above appeal is filed by the 2nd defendant in the suit in CS.No.43/2023 as against the order dated 27.09.2023 dismissing the application filed by him in A.No.2143/2023 to reject the plaint in CS.No.43/2023.

(2)Brief facts that are necessary for the disposal of this appeal are as follows:

(3)The parties in this appeal are close relatives. The appellant is the husband of 1st respondent and father of 2nd respondent. It is not in dispute that the appellant and the 1st respondent have two more sons and they are Mr.C.Prakash Kumar and Mr.C.Haribabu who are not parties in the suit or in the appeal. The suit property is a land admeasuring an extent of 3856 sq.ft [1 ground and 1456 sq.ft.] with a residential building consisting of stilt plus two floors situated at Plot No.4206, New Door No.8, T Block, 8th Street, Anna Nagar, Chennai-40.



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(4)Originally, the property was purchased by the appellant and the 1st respondent under two Sale Deeds dated 30.03.1994 and 24.02.1994 respectively, thereby getting 50% of the property for each of them. It is admitted that the whole property was jointly enjoyed by them. The building in the property was demolished and a new construction came after obtaining building plan approval from the Chennai Corporation and other statutory authorities in the year 2012. It is now admitted that the new residential building in the property consists of stilt + 2 floors.

(5)The appellant and the 1st respondent jointly executed a Settlement Deed which is registered as Doc.No.3948/2014 in the office of the Sub Registrar, Anna Nagar, in favour of their daughter, the 2nd respondent herein. From the Settlement Deed, it is seen that the appellant and the 1st respondent executed the same in favour of their daughter, the 2nd respondent herein on their own volition and free will and out of love and affection. Though the settlors have covenanted that the settlement is irrevocable, they however reserved / retained life estate. Nine years later, the 1st respondent/wife has filed a suit in CS.No.43/2023 to declare the Settlement Deed dated 11.09.2014 as null and void and for granting a



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decree for permanent injunction restraining the defendants therein from in any way creating any encumbrance over the suit property.

(6) In the plaint, it is the case of the 1st respondent, the wife of the appellant herein that she and the appellant were carrying out a lot of business and the family is holding a lot of properties in and around Chennai and both of them have sufficient independent means and financial independence. Though it is admitted that the relationship between the appellant and the 1st respondent was very cordial and that she blindly believed all that the appellant would say, it is contended that the appellant defrauded her by getting the document of Settlement registered under the pretext that it was a Power of Attorney Deed authorising the appellant to mobilize funds by applying for Bank loan on the strength of the property as security which is required for completing the new construction in the suit property. Stating that the 1st respondent/plaintiff agreed to execute a Power of Attorney with an intention to complete the construction of a dream home, it is contended that the document was executed by the plaintiff without knowing the contents and the nature of transaction. It is alleged that the appellant fraudulently usurped the plaintiff's share in the suit property by



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getting the Settlement Deed from her with a mala fide intention. It is further stated that the plaintiff executed the registered document of Settlement Deed believing it to be a Power of Attorney owing to the immense trust the plaintiff had reposed on the appellant. It is also stated that she signed the document without reading the same.

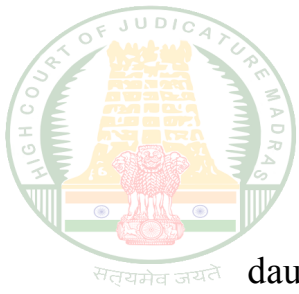
(7) In the plaint it is also stated that the 1st respondent/plaintiff wanted to divide and equally settle all the properties that was purchased from the funds that was earned from the business done by her and the appellant, among all their children. In the plaint itself, the 1st respondent/plaintiff referred to another suit in OS.No.433/2022 on the file of Principal District Court, Chengalpattu, which is also similar in nature where the plaintiff / 1st respondent sought for a declaration that another Settlement Deed dated 25.01.2021 executed by her in favour of her another son, registered as Doc.No.1056/2021 before the Sub Registrar, Guduvancherry, as null and void. In the said suit also, the 1st respondent / plaintiff contended that though the 1st respondent wanted to divide and equally settle all the properties that were purchased from the funds that was earned from the business, in favour of her three children, the 2nd



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defendant, namely the husband of the 1st respondent, who was always indifferent to his elder son, by name C.Prakash Kumar, made her to exclude the Settlement Deed without disclosing the real nature of transaction. The settlement was challenged on the ground of fraud, misrepresentation and undue influence.

(8) In the present plaint, it is stated by the 1st respondent that after knowing the other Settlement Deed dated 25.01.2021, which was also fraudulently obtained from her, the 1st respondent wanted to settle all her properties in favour of her elder son and she applied for Encumbrance Certificate on 12.12.2022 and it was at that time, to her utter shock and dismay, she came to know that the document executed by her and the appellant on 11.09.2014, was not a general Power of Attorney Deed, but a Settlement Deed in favour of her daughter. Stating that she came to know about fraud played upon her by the defendants only on 12.12.2022 and that she was neither informed nor was allowed to read the document before executing the same, the 1st respondent/plaintiff prayed for cancellation of the Settlement Deed on the ground that the 1st respondent reposed confidence on the defendants and blindly believed them as they were



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daughter and husband of 1st respondent herein/plaintiff. In short, the 1st respondent/plaintiff has reiterated in the plaint that at no point of time, she had voluntarily executed a Settlement Deed and that the Settlement Deed is a sham document in order to deny her legitimate share over the property. As usual, the 1st respondent/plaintiff also contended that 50% of plaintiff's share in the suit property has been obtained from the plaintiff/1st respondent by fraud, misrepresentation and undue influence.

(9) During pendency of the suit in CS.No.43/2023, the appellant herein and the 2nd respondent in this appeal, filed independent applications in IA.Nos.2142 and 2143/2023 to reject the plaint in CS.NO.43/2023 under Order 7 Rule 11 of CPC read with Order 14 Rule 8 of Original Side Rules.

(10) Though the specific contention of the appellant and the 2nd respondent herein before the Trial Court is that the suit does not disclose a cause of action and the same is barred by limitation, the learned Single Judge of this Court, came to the conclusion that the 1st respondent/plaintiff has specifically stated that she came to know about the Settlement Deed only on **25.12.2022** when she had taken the Encumbrance Certificate in



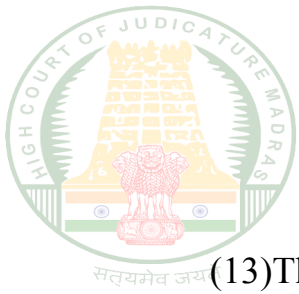
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respect of the suit property and therefore, the question of limitation can be gone into only at the time of trial and therefore, the application for rejection of plaint cannot be sustained.

(11) Since the 1st respondent/plaintiff specifically pleaded that she had knowledge about fraud only recently and the starting point for limitation should be taken only from the date of knowledge, the learned Single Judge relied upon the judgment of Hon'ble Supreme Court in ***Salim D. Agboatwala and Others Vs. Shamalji Oddhavji Thakkar and Others*** reported in ***2021 SCC Online SC 735***, and dismissed the application. Stating that the power of rejection of plaint on the ground of limitation is very drastic and the 1st respondent/plaintiff claims that she came to know about the document only before filing the suit, the learned Judge refused to reject the plaint holding that the parties should be allowed to participate in the trial. Aggrieved by the same, the above appeal is preferred by the 2nd defendant/husband of the plaintiff as against the order in A.No.2143/2023.

(12) Heard the learned counsel appearing for the appellant and the learned counsel appearing for respondents 1 and 2.



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(13)The relationship between the parties is not in dispute. Both the learned counsels appearing for the appellant and 1st respondent, relied upon several judgments of this Court and Hon'ble Supreme Court on the scope and ambit of Order 7 Rule 11 of CPC.

(14)It is worthwhile to refer to some of the judgments which would throw some light on the issue whether the plaint in CS.No.43/2023 is liable to be rejected under Order 7 Rule 11 of CPC.

(15)In *T.Arivanandam Vs. T.V.Satyapal* reported in **1977 [4] SCC 467**, Hon'ble Supreme Court observed that when the reading of plaint indicates that it is manifestly vexatious or meritless, the Court should exercise its power under Order 7 Rule 11 of CPC taking care to see that the ground mentioned therein is fulfilled. In a case where an illusory cause of action has been created by clever drafting, the Hon'ble Supreme Court expressed its view so strongly by directing the Courts to nip the plaint in the bud at the first hearing, even by exercising the power under Order 10 of CPC.

(16)In *C.S.Ramaswamy Vs. V.K.Senthil and Others [AIR 2022 SC 4724 : 2022 [8] MLJ 76]*, the Hon'ble Supreme Court considered almost a similar case where the appellant before Hon'ble Supreme Court who is



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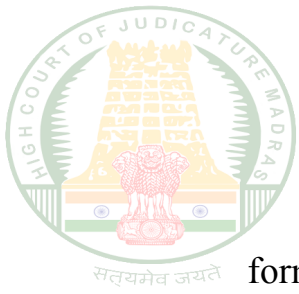
the defendant in the suit, filed an application for rejection of plaint under Order 7 Rule 11 of CPC. In the said case, relief in the suit was to cancel five different Sale Deeds executed on different dates on the ground that the documents were obtained by fraudulent misrepresentation. It is also contended therein by the plaintiffs that the signatures of the plaintiffs were obtained as if the document is a Joint Development Agreement and the defendant got the Sale Deeds executed without disclosing it to the plaintiffs, the nature of documents. The application under Order 7 Rule 11 of CPC was filed only on the ground that the suit was filed by the plaintiffs therein only in the year 2015. However, it is stated in the plaint that the plaintiffs therein came to know about the Sale Deeds only in April 2015. The Trial Court though dismissed the applications under Order 7 Rule 11 of CPC on the ground that the issue of limitation is a mixed question of law and facts and that the same can be decided only at the time of trial and the High Court also confirmed the same in the Civil Revision Petition, Hon'ble Supreme Court, after referring to several judgments on principles, allowed the appeals holding that the plaint therein is liable to be rejected as the suit itself is barred by limitation.



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Referring to the averments with respect to the date of knowledge in the complaint, Hon'ble Supreme Court held that the suit is barred by limitation. Even on the facts stated in the cause of action paragraph, Hon'ble Supreme Court found that most of the facts alleged in the cause of action paragraph are much prior to the execution of the registered Sale Deeds. Even though the said judgment cannot be applied in view of substantial variation in facts, this Court has something to take from the judgment as regards the scope of Order 7 Rule 11 of CPC.

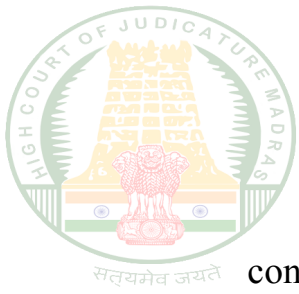
(17)The Hon'ble Supreme Court has quoted its earlier judgment in ***Sopan Sukhdeo Sable and Others Vs. Assistant Charity Commissioner and Others [2004 [3] SCC 137]***, wherein the judgment of ***T.Arivanandam case [cited supra]*** and the judgment in ***ITC Limited Vs. DRAT [1998 [2] SCC 70]*** were referred to and observed that when an application is filed under Order 7 Rule 11 of CPC, the question 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 CPC. As it has been held by Hon'ble Supreme Court in ***T.Arivanandam case [cited supra]***, if clever drafting has created the illusion of a cause of action or from a



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formal reading of the plaint, it reveals that the plaint is manifestly vexatious and discloses meritless claim, the power under Order 7 Rule 11 of CPC should be exercised.

(18)Learned counsel for the appellant relied upon the judgment of Hon'ble Mr. Justice C.V.KARTHIKEYAN in the case of ***Shantha Devi and Others Vs. D.Purushothaman and Others [2021 SCC Online Mad 2692]***. The learned Judge considered similar situation where it was alleged that the plaintiff therein came to know that under the pretext of getting a Power of Attorney Deed in favour of an individual, a Release Deed was obtained and therefore, a suit was filed to set aside the document on the ground that it was obtained by undue influence and misrepresentation. When an application was filed under Order 7 Rule 11 of CPC to reject the plaint on the ground of limitation, the learned Judge considered several principles reiterated by this Court and Hon'ble Supreme Court on the scope of Order 7 Rule 11 of CPC. Following a few judgments of Hon'ble Supreme Court on the scope of Order 7 Rule 11 of CPC in ***Dahiben Vs. Arvinbhai Kalyanji Bhanusali [Gajra] through Legal Representatives [2020 [7] SCC 366]***, Hon'ble Supreme Court

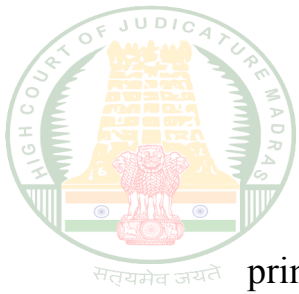


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considered a case where the suit was filed for declaration of a Sale Deed as illegal, void, ineffective on the ground of lack of consideration. The Hon'ble Supreme Court has held that a duty is cast on the Court to determine whether the plaint discloses a cause of action by scrutinising the averments in the plaint read in conjunction with the document relied upon to find whether the suit is barred by any law. The Hon'ble Supreme Court reiterated that the possess under Order 7 Rule 11 of CPC is to ensure that a litigation which is meaningless or found to be vexatious should not be permitted waste judicial time.

(19) It was now pointed before this Court that the judgment of learned Single Judge of this Court in *Shanthi Devi's case [2021 SCC Online Mad 2692]* was also upheld by Honble Supreme Court where the petition for special leave to appeal in SLP.No.11778/2022 is dismissed. Since the order passed by this Court was confirmed by Hon'ble Supreme Court by dismissing the Special Leave Petition in limine and there is no merger, this Court cannot take the view of learned Judge as the view of Hon'ble Supreme Court. However, this Court finds that the principles reiterated by the learned Single Judge are nothing but the broad guidelines and

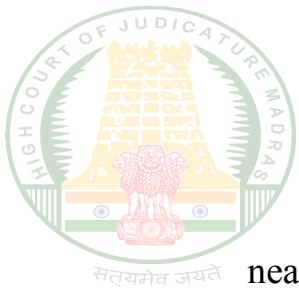


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principles enunciated by Hon'ble Supreme Court and this Court in several precedents.

(20) Learned counsel for the appellant relied upon another judgment of this Court dated **24.07.2023** in the case of ***P.S.Usha Vs. P.S.Subramani and Others [2023 [4] LW 370]***. A Division Bench relying upon the judgment of Hon'ble Supreme Court, observed that where the suits which have been filed after considerable number of years to set aside the document, the Court should look into the pleading carefully so that by clever drafting, the plaintiff cannot be permitted to bring the suits within the period of limitation even though the suit is barred by limitation.

(21) In ***Dahiben Vs. Arvinbhai Kalyanji Bhanusali [Gajra] through Legal Representatives [2020 [7] SCC 366]***, above referred to the Hon'ble Supreme Court remind the duty of Court to find out whether plaint discloses real cause of action or illusory cause of action created by clever drafting. It is also observed that the Court must be vigilant against any camouflage or suppression and determine whether the litigation is vexatious and abuse of process of Court. The Hon'ble Supreme Court considered several precedents on the point and the suit which was filed



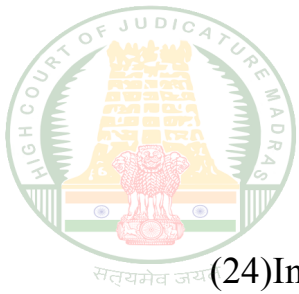
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nearly five and half years after the alleged cause of action, is held to be barred by limitation.

(22) This Court is conscious of the position that scope of power under Order 7 Rule 11 of CPC to reject the plaint depends upon the facts and circumstances of each case. The object and purpose of Order 7 Rule 11 of CPC is to reject the plaint when the litigation is either vexatious or abuse of process of Court. However, the power can be exercised only for the four grounds referred to in Order 7 Rule 11 of CPC.

(23) In the present case, the rejection of plaint is on the ground that the suit is barred by limitation and on the ground that the suit does not disclose a cause of action. From the reading of plaint, this Court finds that the pleadings of course shows cause of action for the prayer. The suit itself is for declaration that the Settlement Deed executed by the 1st respondent/plaintiff as void on the ground of misrepresentation, fraud and undue influence. Therefore, this Court is able to see that a cause of action is disclosed. However, the question is whether the suit is barred by limitation as it is filed and whether the cause of action pleaded is illusory.



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(24) In view of the nature of suit, the following facts and circumstances should be carefully analysed:

- (a) The Settlement Deed which is challenged in the suit was executed by the parents in favour of their daughter. The subject matter of the Settlement Deed though was purchased under separate documents, both the appellant as well as the 1st respondent, i.e., father and mother of the settlee, have equal right over the properties, and they are in enjoyment of the property jointly. It is stated in paragraph No.4 of the plaint that the plaintiff and her family members are in joint possession and enjoyment of the property. Though there is a recital in the Settlement Deed that the Settlement Deed is irrevocable and it came into effect immediately the appellant and the 1st respondent, the settlors have reserved their right to enjoy the property till their life time. When the Settlement Deed was executed, the property was under construction as referred to in the Settlement Deed. The settlors, being parents, have executed the Settlement Deed out of love and affection towards their only daughter, the 2nd respondent herein. It



is not as if the settlors have no other property. It is seen that a new building has now come and the Settlement Deed includes the building. It is not the case of plaintiff that the building was divided. When the settlors had several properties, it is natural for the parents to execute a Settlement Deed in favour of their daughter after their life time.

(b) The grievance of the plaintiff against her husband is found in paragraphs No.9 and 10 of the plaint, which read as follows:-

"9.The plaintiff submits that the 2nd defendant is all along been acting as a dictator and was not acceding to the will and wishes of the plaintiff in treating all the children equally and to he is not ready to hand over the business to their children despite they having been grown up. Though the children were participating in the day to day activities of the business, the 2nd defendant never allowed them to hold any prime posts or positions and always had the decision making power him, this created lot of discomfort, disharmony and indifferences among the children. The 2nd defendant was always enjoying divide and rule among the children and was taking undue



advantage of the same. He always wanted the children to be under his control and also further he was adopting the divide and rule among the children in order to ensure his object of sitting as an all powerful emperor is achieved.

10.The plaintiff submits that the 1st defendant is fueling all ill thoughts to her father, 2nd defendant herein, so as to get into the administration of the business and wanted to slowly take over the entire business to deny the legitimate right of her siblings in the properties and the business that has been well established by the parents. The plaintiff was all along agitating the indifferent attitude of the 2nd defendant towards the other children and supporting the daughter alone."

(c) From the reading of paragraphs No.9 and 10 of the plaint, it is seen that the plaintiff has made serious allegations against her husband as if the appellant, the father, has denied the legitimate rights of his children in the properties and the business. It is admitted by the plaintiff herself before this Court that the plaintiff/wife is a home maker and she is not involved in any



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business. Therefore, the business was established by the appellant/father. Now, the plaintiff in her plaint, states that the appellant does not allow her children to do business on their own and deny them their right. It is not the case of plaintiff that the property is a joint family property or the business run by the appellant is the family business so as to presume that the children have existing right in the properties as well as in the business.

(d) The tenor of plaint clearly indicates that the plaintiff has filed the suit with averments to establish an independent right in favour of her son who does not have any right as on date. Therefore, the plaint is not to protect the interest of plaintiff but to create a right in favour of her elder son.

(e) In the earlier part of the plaint, the plaintiff has stated that she wanted to divide and equally settle all the properties that were purchased from the funds that was earned from the business owned by the plaintiff and the 2nd defendant. However, it is stated that she came to know about another Settlement Deed in respect of a commercial complex at Kilambakkam village. The plaintiff has



also filed another suit challenging another Settlement Deed executed by her along with her husband in respect of another property in favour of their other son. In more than one place in the plaint, the plaintiff has stated that she wanted to settle all the properties equally among all the three children without any discrimination. Surprisingly, in the plaint the plaintiff has stated in paragraph No.15 as follows:-

"15.....The plaintiff expresses her unambiguous intention to bequeath the property to her son Mr.C.Prakash Kumar, absolutely without any reference to defendants and her other son. The above intent to bequeathing the properties in favour of Mr.C.Prakash Kumar is not limited to the suit properties but to all properties."

- (f) Paragraph No.15 is therefore to reiterate and assert that she had bequeathed all her properties in favour of her elder son. This is not certainly equal distribution. Therefore, the litigation is not by a mother with a genuine grievance or a *bona fide* cause but at the instigation of her elder son to grab the properties to the exclusion



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of other legal heirs.

(g) Therefore, it is evident from the reading of plaint that the author of plaint must be the elder son of the plaintiff by name Mr.C.Prakash Kumar and the suit is intended to threaten the father without a bona fide cause or injury to the plaintiff. The appellant appears to have purchased several properties jointly giving equal share to the wife. Though this Court is not supposed to go into the veracity of the submissions made in the plaint, the real grievance expressed in the plaint is about the difference of opinion between the appellant and his elder son and the attitude of the appellant in keeping her elder son away from the business. Therefore, the Settlement Deed executed in the year 2014 is challenged after 9 years. As pointed out earlier, it is admitted that the property was in joint enjoyment.

(h) It is the case of plaintiff that she had executed the Settlement Deed believing it to be a Power of Attorney owing to immense trust, the plaintiff had posed on her husband, the appellant herein. It is stated further that she did not verify the said documents and blindly signed the documents on dotted lines. From the reading of



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the Xerox copy of the Settlement Deed, the signature of plaintiff is below the signature of appellant. Down the signature, the names of the appellant as well as the plaintiff as settlors, is typed. It is seen that there is no dotted line as pleaded in the plaint.

- (i) A Power of Attorney Deed authorising the power agent to act on behalf of the principal to avail loan need not be registered. The plaintiff has not disputed the fact that she has gone to the Registrar Office and signed the document in the presence of two witnesses before the Registrar. The document-Settlement Deed is valued for a consideration of Rs.5 Crores.

(25)When the above circumstances are kept in mind, this Court has no hesitation to hold that the suit is not a *bona fide* litigation and it is laid at the instance of her elder son who has tuned the plaintiff to settle all her properties in his favour.

(26)In the plaint, the cause of action paragraph has been cleverly drafted by showing or referring to the date 25.12.2022, when she applied for Encumbrance Certificate for the properties. It is alleged that on that date, she came to know that the document executed by her on 11.09.2014 was a



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Settlement Deed. But for her statement in the plaint that she came to know about the Settlement Deed only on 25.12.2022, the suit is time barred.

(27) From the averments in the plaint and the nature of case pleaded by the plaintiff, the suit is found to be at the instigation of her elder son who has personal grudge and untenable claims as against the father. As pointed out earlier, the plaintiff challenged the Settlement Deed not only on the ground of fraud and misrepresentation but also on the ground of undue influence. The plea of undue influence is entirely different from the plea of fraud or misrepresentation. The plea of misrepresentation or fraud is under the pretext that the signature of plaintiff was obtained without disclosing her the character of document. The plaintiff is not an illiterate. Therefore, a plea of undue influence is also raised in the plaint. When the Settlement Deed is challenged on the ground of undue influence, the plaintiff admits the execution of Settlement Deed knowing fully well the nature of disposition. In fact, the plea of undue influence demolish the case of plaintiff that the Settlement Deed was obtained by misrepresentation as to the character of documents or by fraud and that

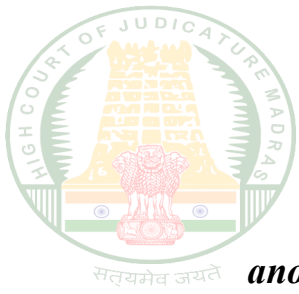


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the same was intended to be a Power of Attorney Deed authorising the appellant to borrow loan from the Bank. The power of Attorney of this nature does not require registration. Why a Power of Attorney is required to borrow loan from Bank.

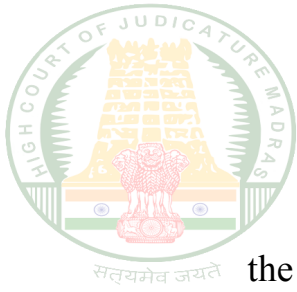
(28)The plaintiff has appeared before the Registrar's Office and the document is attested by two witnesses. As pointed out earlier, the market value of the property is given as Rs.5 Crores. The executors of the document were identified by the same witnesses who have attested the documents. The plaintiff is not an illiterate lady. In such circumstances, she is bound by the terms of the document by virtue of Section 92 of Indian Evidence Act. This Court is also conscious of the fact that the plaintiff is entitled to take a plea which would invalidate a document. Therefore, the plaintiff cannot be non-suited merely by referring to Section 92 of Evidence Act. Article 58 prescribes 3 years limitation to seek declaration to declare a document as null and void. The cause of action arises when the right to sue first accrued. Learned counsel appearing for the plaintiff respondent relied upon a judgment of Hon'ble Supreme Court in the case of *Thankamma George v. Lilly Thomas and*



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another reported in **2024 SCC Online SC 1673** for the proposition that the starting point for limitation in the case of setting aside sale deed is either the date of execution or the date of knowledge. Therefore, while applying the period of limitation, the date on which the plaintiff had knowledge about the nature of transaction can be taken as the starting point for limitation. However, this Court, having regard to the facts and totality of circumstances referred to above, is unable to accept the case of plaintiff that she had knowledge about the document just before the filing of the suit. The suit has been carefully drafted so as to bring the suit within limitation by referring to knowledge. It is improbable that the appellant has to misrepresent the plaintiff to get the settlement deed in favour of her daughter. It is not the case of the plaintiff that the daughter has obtained settlement deeds in respect of several properties. As it has been held by Hon'ble Supreme Court in various cases, when on a meaningful reading of the plaint, if the suit is manifestly vexatious and meritless, the Court is duty bound to assess whether clever drafting has created an illusion of a cause of action. By conscious application of mind to the whole plaint and the facts as seen from the documents exhibited in



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the plaint, this Court is fully convinced that the present litigation is vexatious and presented at the instigation of the elder son of the plaintiff and hence, it should be nipped in the bud.

(29)In the result, the Original Side Appeal stands **allowed** and the order dated 27.09.2023 in Application No.2143/2023 in CS.NO.43/2023 is set aside and the plaint in CS.No.43/2023 stands **rejected**. No costs.

[S.S.S.R., J.] [K.R.S., J.]
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Internet : Yes
Neutral Citation: Yes



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S.S. SUNDAR, J.,
and
K.RAJASEKAR, J.,

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