



A. No.5154 of 2025
in
C.S. No.203 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 13.11.2025

CORAM :

THE HONOURABLE MR.JUSTICE P.DHANABAL

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in C.S. No.203 of 2025

1. R. Jawahar S/o. Late Ramasubbu
2. Adhilakshmi W/o. R. Jawahar
3. N. Vaishali Nivedhitha D/o. R. Jawahar

Applicant(s) / Defendants 1, 6 and 9.

Vs

1. R. Venugopal S/o. Late Ramasubbu
2. V. Vasantha W/o. R. Venugopal
3. R. Dhanalakshmi D/o. Late Ramasubbu
4. S. Nagojothi D/o. Late Ramasubbu
5. L. Indra D/o. Late Ramasubbu
6. C. Bhavani D/o. Late Ramasubbu
7. G. Sriramulu S/o. R. Govindarajulu
8. S. Jegadeeshwari W/o. G. Sriramulu .

Respondent(s)

For Applicant(s) : M/s. S.L. Sudarsanam

For Respondents :
R1 to R3 : Mr. Arvind Subramaniam
Senior Counsel for Mr. M. Ganesan

PRAYER: Application filed under Order XIV, Rule 8 of Original Side Rules
read with Order VII Rule 11(a) & (d) read with Section 151 of Civil Procedure
Code praying to reject the Plaint in C.S. No.203 of 2025

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ORDER

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This application has been filed by the applicants to reject the Plaint in C.S. No.203 of 2025.

2. According to the applicants, they are the defendants 1,6 and 9 respectively in the main Suit. The respondents 1 and 2 have filed the main Suit for the relieves of mandatory injunction directing the 1st defendant to produce the original of the 'Family Arrangement-cum-Undertaking' dated 26.03.2017, directing the defendants 1 and 6 to pay a sum of Rs.2,09,20,000/- together with interest @ 12% p.a. From the date of the Plaint till the realization of the amount and for costs. The Plaint framed is wholly misconceived, vexatious, barred by law and discloses no cause of action and therefore, liable to be rejected under Order VII Rule 11(a) and (d) of Civil Procedure Code. The 1st applicant is the son of Late Ramasubbu and Maniammal. The 2nd applicant is his wife and the 3rd applicant is his daughter. The 1st respondent is his brother, 2nd respondent is the wife of the 1st respondent, the 7th respondent is the son-in-law of his elder brother. The respondents 3 to 6 are his sisters. The Plaintiffs have suppressed the material facts and approached this Court with unclean



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hands. The parties had already executed a Family Arrangement-cum-

Undertaking dated 26.03.2017, which was acted upon fully. Pursuant to the said arrangement, the entire consideration for the Velachery property and the Tiruvanmiyur property was paid in full and acknowledged. In respect of the Madipakkam property, all monetary obligations were completed and only the transfer of 2,000 sq. ft. remained to be done without any further financial liability. The respondents 1 and 2 / Plaintiffs had executed and signed a letter dated 28.08.2024 acknowledging and confirming the full payment for the Velachery and Tiruvanmiyur properties except the transfer of 2000 sq. ft. In the Madipakkam property and no other monetary obligations are pending as per the Family Arrangement-cum-Undertaking dated 26.03.2017 as on date. Therefore, the Plaintiffs are estopped from re-agitating the same settled issues.

2.1. The present Suit is a malicious attempt to reopen the settled transactions and amounts to suppression of material facts and abuse of process. On 11.04.2018, when the Velachery property was sold by the 1st applicant, the entire amount as per Clause 1 of the Family Arrangement has been received by the Plaintiffs and only thereafter, the 1st Plaintiff had executed Settlement Deed in respect of the $\frac{1}{4}$ undivided share in the Madipakkam property on



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11.04.2018. On 29.08.2024, the daughter of the 1st applicant had sold the property situated at Thiruvandarkoil to one Mr. R. Govindarajulu and his son Mr. Sriramulu, who is the son-in-law of the Plaintiffs. The property was sold by the applicants as per the understanding and on that day, the balance payment which was agreed as per the Clause No.1 of the Family Arrangement, the entire amount was paid to the Plaintiffs and only thereafter, the 1st Plaintiff had executed and registered the Settlement Deed in respect of the Medavakkam property. Only after the amounts settled by the 1st applicant and completed the obligations as per the Family Understanding, the Plaintiffs had come forward to execute and register the above documents. The prayer for a mandatory injunction directing the applicants to produce the original Family Arrangement-cum-Undertaking dated 26.03.2017 is wholly frivolous, baseless and legally untenable. The Plaintiffs themselves were the co-executors and beneficiaries of the said document. The inclusion of this prayer for production of the original is a deliberate and malafide attempt to create a false cause of action. The claim of Rs.2,09,20,000/- with interest is wholly baseless. There is no relief claimed against the 9th defendant. Therefore, the Suit is liable to be rejected for want of cause of action, barred by law including limitation and



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suppression of facts.

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3. According to the respondents, they filed the Suit for the relieves of mandatory injunction directing the 1st defendant to produce the original of the 'Family Arrangement-cum-Undertaking' dated 26.03.2017, directing the defendants 1 and 6 to pay a sum of Rs.2,09,20,000/- together with interest @ 12% p.a. From the date of the Plaint till the realization of the amount and for costs. According to the 1st and 2nd applicants, the original Family Arrangement is in the possession of the 1st defendant. The Plaintiffs specifically in Para 23 of the Plaint, pleaded about the cause of action. The applicants also admitted the Family Arrangement. The continuous demands made by the Plaintiffs as pleaded in the Plaint, clearly amount to 'continuous cause of action'. As per the Family Arrangement, even after getting the entire benefits around Rs.2 crores under the transactions of Thiruvandarkovil land and Madipakkam land, the 1st and 6th defendants are still not coming forward to complete the transactions to be done in favour of the Plaintiffs. As per the Family Arrangement, the 2nd Plaintiff had transferred her 25% undivided share of total extent of 8,070 sq. ft. to the 1st Plaintiff, in turn, the 1st Plaintiff settled the same on 27.08.2024 to the 1st defendant through a Settlement Deed. Thereafter, the 1st defendant settled



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the said 25% undivided share of land to his wife, the 6th defendant through a Settlement Deed dated 30.08.2024. The Plaintiffs have already completed a part of obligations, but the defendants 1 to 6 have not come forward to complete the transactions. Therefore, there is cause of action.

3.1. As far as the limitation is concerned, according to the respondents, it is a matter of trial mixed with question of facts and law. Therefore, the application is not maintainable and there are triable issues.

4. The learned counsel appearing for the applicants would submit that the Plaintiffs have prayed for mandatory injunction directing the 1st defendant to produce the original Family Arrangement-cum-Undertaking dated 26.03.2017 and the said prayer is only as against the 1st defendant. There is no specific averment as to how and on what basis, the Plaintiffs alleged that the original of the said Family Arrangement is in the possession of the 1st defendant. No relief is sought for against the 2nd and the 9th defendants. Without supporting factual pleadings and materials, there is no cause of action for the 1st relief. Therefore, the Plaintiffs' claim under prayer (a) is nothing more than a camouflaged and vexatious attempt to fabricate a cause of action



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where none exists in fact or law. Therefore, the Suit is liable to be rejected.

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4.1. As far as the prayer (b) is concerned, they claimed Rs.2,09,20,000/- with interest is also wholly baseless, arbitrary and without any foundation, nowhere in the Plaint, the Plaintiffs disclosed how such a figure has been arrived. The Plaintiffs' claim rests solely upon Clauses 2 and 5 of the 'Family Arrangement-cum-Undertaking' dated 26.03.2017. As per the pleadings, the 1st defendant was required to sell certain family properties situated at Tiruvanmiyur and Velachery and to settle 50% of the sale proceeds in favour of the 1st Plaintiff. On this premise, the Plaintiffs have sought monetary relief under of Rs.2,09,20,000/-. The said claim is hopelessly barred by limitation. The cause of action, if any, in respect of such monetary relief arose immediately upon the completion of the sale transactions pertaining to the Velachery and Tiruvanmiyur properties, which, by the Plaintiffs' own admission, were concluded as early as between the years 2017 and 2018. The present Suit has been instittued after more than seven years from the completion of those transactions. The prayer in respect of the mandatory injunction is barred by limitation. Therefore, the Suit is barred by limitation



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and hence the same is liable to be rejected.

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5. In support of his contention, the learned counsel appearing for the applicants has relied upon the following judgments:-

- 1. *Dahiben vs. Arvinbhai Kalyani Bhanusali (Gajra) Dead through Legal Representatives and others reported in (2020) 7 Supreme Court Cases 366.***
- 2. *Azhar Hussain v. Rajiv Gandhi reported in (1998) SCC Online Guj 281.***
- 3. *Liverpool & London S.P. & I Assn. Ltd., v. M.V. Sea Success reported in (2004) 9 SCC 512.***
- 4. *ITC Ltd., v. Debts Recovery Appellate Tribunal reported in (1998) 2 SCC 70.***
- 5. *Madanuri Sri Rama Chandra Murthy v. Syed Jalal reported in (2017) 13 SCC 174.***
- 6. *Khatri Hotels Private Limited and anohter v. Union of India and another reported in (2011) 9 sCC 126.***

6. The learned Senior Counsel appearing for the respondents would

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submit that the Suit is filed by the Plaintiffs for the relieves of mandatory injunction directing the 1st defendant to produce the original of the 'Family Arrangement-cum-Undertaking' dated 26.03.2017, directing the defendants 1 and 6 to pay a sum of Rs.2,09,20,000/- together with interest @ 12% p.a. from the date of the Plaint till the realization of the amount and for costs. In fact, the original Family Arrangement is held by the 1st defendant and all other parties to the said document were requesting him to give a notarized copy to each of them. However, on 21.05.2024, the 1st defendant's daughter only sent whatsapp pictures of the said Family Arrangement to the 8th defendant. The Plaintiffs specifically mentioned in Para 23 of the Plaint, which is the cause of action for filing the above Suit. The receipt of the copy of the Family Arrangement through whatsapp sent by the 1st defendant's daughter on 21.05.2024 gives rights to the Plaintiffs to file the Suit. As per the Family Arrangement, non-compliance of the obligations on the part of the defendants 1 to 6 amounts to violation of specific clauses made in the aforesaid Family Arrangement-cum-Undertaking dated 26.03.2017, which gives a right to the Plaintiffs to initiate the Suit. There is no time limit fixed in the Family Arrangement-cum-Undertaking for the applicants to complete their obligations.



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As mentioned in the Complaint, there is a continuous default committed by the defendants 1 and 6 giving right to the Plaintiffs to sue them in this regard.

Thus, there is a continuous cause of action for the Plaintiffs to initiate this Suit.

6.1. The Complaint averments are clear and specific about the obligations of the defendants 1 and 6 under the Family Arrangement-cum-Undertaking dated 26.03.2017. The continuous default committed by the defendants 1 and 6 in honouring the same, despite repeated requests and demands made by the Plaintiffs, as explained in detail in Paragraph nos.8,9,12 and 13 of the Complaint. The present Suit is based on Clauses 1 and 5 of the Family Arrangement, there being no time limit prescribed for complying the said promises, the cause of action is continuous. Therefore, there are triable issues and it is the matter of trial and the application is liable to be dismissed.

7. In support of his contention, the learned Senior Counsel has relied upon the following judgments:

1. *P. Kumarakurubaran vs. P. Narayanan and others reported in 2025 LiveLaw (SC) 509.*

2. *Chhotanben and another vs. Kiritbhai Jalkrushnabhai Thakkar and*



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others reported in (2018) 6 Supreme Court Cases 422.

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3. N. Mohan vs. P. Govindasami and others reported in (2019) 4 CTC 856.

4. Kum. Geetha D/o. Late Krishna and others vs. Nanjundaswamy and others reported in 2023 LiveLaw (SC) 940.

8. This Court heard both sides and perused the materials available on record.

9. In this case, the respondents 1 and 2 / Plaintiffs have filed the Suit for the relieves of mandatory injunction directing the 1st defendant to produce the original of the 'Family Arrangement-cum-Undertaking' dated 26.03.2017, directing the defendants 1 and 6 to pay a sum of Rs.2,09,20,000/- together with interest @ 12% p.a. from the date of the Plaint till the realization of the amount and for costs. The defendants 1, 6 and 9 have filed an application to reject the Plaint on the ground that there is no cause of action for the Suit and the Suit is barred by limitation.



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10. According to the applicants/ defendants 1,6 and 9, the prayer (a) for mandatory injunction directing the 1st defendant to produce the original Family Arrangement-cum-Undertaking is dated 26.03.2017. There are no averments in the Plaint as to whether the original Family Arrangement is available with the 1st defendant or not. There is no any prayer as against the 6th and 9th defendants in respect of prayer (a). Therefore, there is no cause of action for the Suit and the 1st prayer is liable to be rejected.

10.1. As far as the 2nd prayer is concerned, according to the applicants, as per the Family Arrangement, the defendants have to pay 50% of the sale price after sale of properties situated at Thiruvanniyur and Velachery. The said sale transactions took place in the year 2017-2018 respectively. In fact, the property situated at Tiruvanniyur was sold on 13.07.2018 and the property situated at Velachery was sold on 03.08.2018. Therefore, the claim in respect of those properties is barred by limitation.

11. According to the respondents, the Family Arrangement was executed on 26.03.2017 and the original Family Arrangement is under the custody of the 1st defendant. Now they demanded the said original from the 1st



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defendant and they denied to produce the same and the daughter of the 1st

defendant namely the 9th defendant had only circulated the copy of the family arrangement through whatsapp and therefore, they filed the Suit for the relief of mandatory injunction. As far as the 2nd relief i.e., recovery of money is concerned, it is the continuous cause of action. Therefore, according to them, the Suit is not barred by limitation.

13. This Court heard both sides and perused the records.

14. As far as the 1st relief i.e., mandatory injunction is concerned, it is admitted by both the parties that the Family Arrangement-cum-Undertaking was executed between the parties on 26.03.2017 and according to the Plaintiffs, the original is with the 1st defendant and thereby, they sought for original Family Arrangement, but he failed to produce the same and therefore, the Plaintiffs filed the Suit. Though the Family Arrangement is dated 26.03.2017, as far as mandatory injunction is concerned, they demanded the original only in the year 2024 and the copy of the deed was circulated by the 9th defendant through Whatsapp and therefore there is a cause of action for the



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Suit for mandatory injunction. The Plaintiffs also categorically pleaded in the
Plaint in respect of the cause of action. Therefore, the Plaint discloses cause of
action.

15. It is well settled law that Suit cannot be rejected if the Suit discloses
cause of action. In the case on hand, the Plaint discloses cause of action.
Whether the said cause of action is true or not can be decided through trial and
not at this stage. The contention of the applicants that Suit has no cause of
action for the relieves is unsustainable.

16. At this juncture, it is relevant to refer the judgment relied upon by
the learned counsel appearing for the applicants in:

***(i) Dahiben vs. Arvinbhai Kalyani Bhanusali (Gajra) Dead through
Legal Representatives and others reported in (2020) 7 Supreme Court
Cases 366***, wherein the Hon'ble Supreme Court, in Para-23.3, has held as
follows:-

*“23.3. The underlying object of Order VII Rule 11 (a) is
that if in a suit, no cause of action is disclosed, or the suit
is barred by limitation under Rule 11 (d), the Court would
not permit the plaintiff to unnecessarily protract the
proceedings in the suit. In such a case, it would be*



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necessary to put an end to the sham litigation, so that further judicial time is not wasted”.

(ii) Azhar Hussain v. Rajiv Gandhi reported in (1998) SCC Online

Guj 281, wherein the Gujarat High Court, in Para 23.4, has held as follows:-

“The whole purpose of conferment of such powers is to ensure that a litigation which is meaningless, and bound to prove abortive, should not be permitted to occupy the time of the Court. The sword of Damocles need not be kept handing over the defendant's head unnecessarily without point or purpose”.

(iii) Liverpool & London S.P. & I Assn. Ltd., v. M.V. Sea Success

reported in (2004) 9 SCC 512, wherein the Hon'ble Supreme Court, has laid down the settled test to determine whether a Complaint discloses a cause of action, holding that:

“Whether a Complaint discloses a cause of action or not must be found out from reading the Complaint itself.... The test is as to whether if the averments made in the Complaint are taken to be correct in their entirety, a decree would be passed”.

(iv) ITC Ltd., v. Debts Recovery Appellate Tribunal reported in (1998)

2 SCC 70, wherein the Hon'ble Supreme Court has held that:

“Law cannot permit clever drafting which creates illusions of



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a cause of action. What is required is that a clear right must be made out in the Plaint”.

(v) Madanuri Sri Rama Chandra Murthy v. Syed Jalal reported in (2017) 13 SCC 174.

“If, however, by clever drafting of the Plaint, it has created the illusion of a cause of action, it should be nipped in the bud, so that bogus litigation will end at the earliest stage. The Court must be vigilant against any camouflage or suppression, and determine whether the litigation is utterly vexatious, and an abuse of the process of the Court”.

16.1. On a careful persual of the above said judgments, it is clear that the object of Order VII Rule 11(a) is that if in a suit, no cause of action is disclosed, or the suit is barred by limitation under Rule 11(d), the Court would not permit the plaintiff to unnecessarily protract the proceedings in the suit. In such a case, it would be necessary to put an end to the sham litigation, so that further judicial time is not wasted and the whole purpose of conferment of such powers is to ensure that a litigation which is meaningless, and bound to prove abortive, should not be permitted to occupy the time of the Court and law cannot permit clever drafting which creates illusions of a cause of action and The Court must be vigilant against any camouflage or suppression, and determine whether the litigation is utterly vexatious, and an abuse of the

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process of the Court. In the case on hand, the Plaintiffs pleaded the cause of action and whether the said cause of action is true or not is the matter of trial and it needs elaborate trial. Therefore, the above said case laws are not applicable to the present facts of the case.

17. As far as the 2nd prayer is concerned, according to the Plaintiff, the defendants have to pay a sum of Rs.2,09,20,000/-. As per Clause IV of the said Family Arrangement, the Plaintiffs already transferred 25% of undivided share to the 1st Plaintiff, in turn, the 1st Plaintiff had settled the property in favour of the 1st defendant through a Settlement Deed dated 29.08.2024. Thereafter, the 1st defendant has settled 25% of undivided share to his wife, the 6th defendant, through a Settlement Deed dated 30.08.2024. The Plaintiffs have already completed a part of obligations under Clause IV of the Family Arrangement. Thereafter, the defendants failed to come forward to complete the transactions in respect of the properties at Tiruvandar Kovil and Madipakkam. According to the Plaintiffs, they completed the obligations on 27.08.2024. Therefore, the defendants only have to pay money as per the



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Family Arrangement in respect of the properties at Velachery and

Tiruvanmiyur. The said facts have to be tested through trial and it is mingled with question of facts and law.

18. It is settled law that the Complaint can be rejected if the Suit is barred by limitation on the basis of question of law. If any question of facts and law involved in respect of the limitation, then it has to be decided through trial. Therefore, at this stage, the disputed facts cannot be decided, thereby the limitation can be tested after trial. Even if the Suit is barred by limitation, it is for the defendants to plead in the written statement and the Court can frame preliminary issue as about the maintainability of the Suit and the question of limitation cannot be decided at this stage.

19. At this juncture, it is relevant to refer the below mentioned judgment, relied upon by the learned counsel appearing for the applicants:

Khatri Hotels Private Limited and another v. Union of India and another reported in (2011) 9 SCC 126, wherein the Hon'ble Supreme Court, in Para No.30, has held as follows:



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“30. ...The word 'first' has been used between the words 'sue' and 'accrued'. This would mean that if a Suit is based on multiple causes of action, the period of limitation will begin to run from the date when the right to sue first accrues. To put it differently, successive violation of the right will not give rise to fresh cause and the suit will be liable to be dismissed if it is beyond the period of limitation counted from the day when the right to sue first accrued”.

19.1. On a careful perusal of the above judgment, it is clear that if a Suit is based on multiple causes of action, the period of limitation will begin to run from the date when the right to sue first accrues. The successive violation of the right will not give rise to fresh cause and the suit will be liable to be dismissed if it is beyond the period of limitation counted from the day when the right to sue first accrued.

20. In the case on hand, since there is a mingled question of facts and law in respect of the limitation, it has to be decided through trial and only after a trial, the Court can come to a conclusion. At this juncture, it is relevant to refer the judgment relied upon by the learned Senior Counsel appearing for the respondents as follows:-

(i) “P. Kumarakurubaran vs. P. Narayanan and others reported in 2025 LiveLaw (SC) 509”.



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20.1. On a careful perusal of the above judgment, it is clear that a Plaintiff cannot be rejected under Order VII Rule 11 Civil Procedure Code as time-barred when the issue of limitation involves a mixed question of law and fact, requiring evidence to determine the date of knowledge of the cause of action. In the case on hand also, the question of limitation involves mixed question of law and fact. Therefore, it needs elaborate trial.

(ii) *Kum. Geetha D/o. Late Krishna and others vs. Nanjundaswamy and others reported in 2023 LiveLaw (SC) 940.*

20.2. On a careful perusal of the above said judgment, it is clear that Plaintiff cannot be rejected in part. In the case on hand also, the 1st prayer with respect to mandatory injunction is concerned, the Suit is maintainable. As far as limitation is concerned, it is mixed with question of law and facts and it cannot be decided at this stage and even if the Suit is barred by limitation, the Plaintiff cannot be rejected in part.

21. Further, the learned Senior Counsel appearing for the respondents has relied upon judgment of Hon'ble Supreme Court in ***Chhotanben and another vs. Kiritbhai Jalkrushnabhai Thakkar and others reported in***



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(2018) 6 Supreme Court Cases 422, wherein the Hon'ble Supreme Court held

that the Court cannot consider the matter on the basis of conjectures and surmises and only to look into the averments of the Plaint. Further the learned Senior counsel for the respondent has relied upon the judgment in *N. Mohan vs. P. Govindasami and others reported in (2019) 4 CTC 856*, wherein this Court held that under Order VII Rule 11(a) of Civil Procedure Code, the Court cannot dissect the pleading into several parts and consider whether each one of them discloses a cause of action. Under the rule, there cannot be a partial rejection of the Plaint or petition. In the case on hand also, the Plaint discloses the cause of action and the limitation aspect cannot be decided at this stage.

22. Therefore, in view of the above discussion, this Court is of the opinion that this application has no merits and deserves to be dismissed.

23. Accordingly, this application is ***dismissed.***

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