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**IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH**

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Date of decision :20.11.2025

M/S SANJOG LANDBASE LLP

... PETITIONER

VERSUS

**ORCHID GREEN RESIDENT WELFARE ASSOCIATION (OGRWA)
AND OTHERS**

...RESPONDENTS

CORAM: HON'BLE MR. JUSTICE PARMOD GOYAL

Present: Mr. Ashish Verma, Advocate
for the petitioner.

Mr. Shailendra Jain, Senior Advocate with
Mr. Munish Sharma, Advocate,
Mr. Jagat Vir Singh Dhindsa, Advocate and
Mr. Rahul, Advocate
for respondent No. 1.

PARMOD GOYAL, J. (ORAL)

1. Defendant No. 8—petitioner, being aggrieved by the impugned order dated 08.10.2025 (Annexure P-8) passed by the Civil Judge (Senior Division), Gurugram, has preferred the present revision petition challenging the dismissal of its application filed under Order VII Rule 11 of the Code of Civil Procedure read with Section 151 CPC.

2. The plaintiff, a registered society under the Haryana Registration and Regulation of Societies Act, 2012, representing the apartment owners of the Orchid Garden Group Housing Complex, Suncity, Sector-54, Gurugram (hereinafter referred to as 'RWA'), filed a suit for declaration, permanent injunction and mandatory injunction.

3. It was the case of the RWA that the land measuring 9.04 acres,



consisting of 374 residential apartments, a community centre and other common areas, developed by defendant Nos. 1 to 7, stood conveyed to the apartment owners in its entirety through the Deed of Declaration dated 03.05.2007. According to the RWA, after execution of the said Deed of Declaration, defendant Nos. 1 to 7 had no right, title or interest remaining in the said land. It is the case of the plaintiff RWA that defendant Nos. 1 to 7 have now entered into an agreement to sell 1.20 acres of land, earmarked for a school, in favour of defendant No. 8, in violation of the rights of the apartment owners. The plaintiff claims that the apartment owners are joint owners of the entire 9.04 acres and, accordingly, the society has sought a declaration as well as injunctions restraining the defendants from interfering with their peaceful enjoyment of the suit property.

4. All the defendants, i.e., defendant Nos. 1 to 7 as well as defendant No. 8—the present petitioner, filed applications under Order VII Rule 11 CPC seeking rejection of the plaint.

5. The defendants relied on the following five grounds in support of their applications for rejection of the plaint:

- (i) **Lack of Cause of Action:** The plaintiff has failed to show any cause of action. Being an RWA, the plaintiff is neither the owner nor in possession of the 9.04 acres of land and has no right to maintain the suit.
- (ii) **Bar Under HDRUA Act:** The suit is barred under Section 15 of the Haryana Development and Regulation of Urban Areas (HDRUA) Act, and the civil court lacks jurisdiction to entertain the same.
- (iii) **Principle of Res Judicata:** The suit is barred by the principle of res judicata. An appeal is pending between the parties



before the Principal Secretary, Town and Country Planning, bearing Appeal No. 35 of 2016, which also pertains to the present matter, i.e., access to the school site.

- (iv) **School Site Not Part of Common Area:** The school site does not form part of the common area. The site is vested exclusively in the developers, who have the right to sell the same.
- (v) **Improper Valuation and Court Fee:** The plaint has been improperly valued, and the requisite court fee has not been correctly affixed.

6. Learned Trial Court, after considering the respective contentions, decided all five issues raised by the defendant Nos. 1 to 7 and the present petitioner. In paragraph 8 of the impugned order, which is reproduced here for ready reference, it was observed as under:

“8.1 Lack of Cause of Action (Order VII Rule 11(a)): Both sets of Defendants contend that the plaint discloses no cause of action, as the Plaintiff, being an RWA, is neither the owner nor in possession of the 9.04 acres and has no right to sue. The plaint avers that the apartment owners, represented by the Plaintiff under the Haryana Apartment Ownership Act, 1983, are joint owners of the 9.04 acres with proportionate undivided rights, as per the DOD dated 03.05.2007, and that Defendants No. 1 to 7, having divested their rights, are attempting to sell 1.20 acres to Defendant No. 8, causing a threat to the apartment owners' rights (Paras 4, 7, 9, 11). The cause of action is stated to have arisen in June 2025, when the Plaintiff learnt of the agreement to sell (Para 13). These averments, if true, disclose a cause of action based on the alleged Violation of the apartment owners' ownership rights and the threat of third-party rights being created. The contention that the Plaintiff lacks locus standi or



that the pleadings are vague requires factual adjudication, which is beyond the scope of Order VII Rule 11. Thus, the plaint cannot be rejected under Order VII Rule 11(a).

8.2 Bar of Jurisdiction under Section 15 of the HDRUA Act (Order VII Rule 11(d)): *Both Defendants argue that Section 15 of the HDRUA Act bars the civil court's jurisdiction, as the dispute pertains to matters under the Act, specifically the developer's obligation to construct a school under Section 3(3)(a)(iv). The Plaintiff counters that the suit seeks a declaration of ownership rights, which falls within the civil court's jurisdiction, and the DTCP appeal concerns access to the school, not ownership. Section 15 of the HDRUA Act bars civil courts from entertaining or deciding questions relating to matters under the Act or its rules. The plaint, however, seeks a declaration that the apartment owners are joint owners of the 9.04 acres and injunctive reliefs to protect those rights, based on the DOD and conveyance deeds. The issue of ownership and the validity of the agreement to sell to Defendant No. 8 are civil disputes not directly governed by the HDRUA Act, which regulates licensing and development obligations. The Plaintiff's averments suggest that the Defendants' attempt to sell 1.20 acres post-DOD is a fraudulent act, not a matter of regulatory compliance under the HDRUA Act. Whether the school site was validly included in the revised zonal plan or whether the Defendants had authority to sell it requires trial, not dismissal at this stage. The DTCP appeal, as per the plaint, concerns access to the school, not ownership rights (Para 6), distinguishing it from the present suit. Thus, Section 15 does not prima facie bar the civil court's jurisdiction based on the plaint's averments.*

8.3 Res Judicata (Defendant No. 8): *Defendant No. 8 argues that the suit is barred by res judicata due to the pending DTCP appeal. The plaint clarifies that the appeal (No. 35 of 2016) pertains to access to the school site, not the declaration of ownership or the validity of the agreement to sell (Para 6). Res*



judicata under Section 11 CPC requires a prior decision on the same issue between the same parties by a competent court. As the DTCP appeal is pending and addresses a different issue, res judicata does not apply at this stage, and this contention requires evidence, which is outside the scope of Order VII Rule 11.

8.4 Applicability of DLF Ltd. v. Manmohan Lowe (Defendant No. 8): Defendant No. 8 relies on **DLF Ltd. v. Manmohan Lowe and others (MANU/SC/1255/2013)** to argue that schools are not part of common areas and can be transferred by developers. The Plaintiff distinguishes this case, stating that the 9.04 acres, including the school site, was sold to apartment owners and included in the DOD, unlike in DLF case, where the land was not part of the declaration. The plaintiff avers that the entire 9.04 acres was conveyed to apartment owners through the DOD and conveyance deeds (Paras 5(f), 7), and the school site's inclusion in the revised zonal plan was fraudulent (Para 5(h)-(1)). Whether the school site was excluded from the DOD or whether DLF applies requires examination of the DOD and other evidence, which cannot be resolved under Order VII Rule 11. The plaintiff's averments, assumed true, support the Plaintiff's claim, rendering the reliance on DLF case premature.

8.5 Valuation and Court Fees (Defendants No. 1 to 7 and No. 8):

The Defendants argue that the suit is improperly valued, at 200/- with a court fee of 20/-, as it seeks substantial reliefs. The plaintiff seeks declaratory and injunctive reliefs, not monetary recovery, and is valued under Section 7(iv)(c) and-(d) of the Court Fees Act, 1870, which permits fixed court fees for declaration and injunction suits. The averments do not indicate a claim for recovery of a specific sum, and the valuation appears prima facie appropriate based on the reliefs sought. Whether the valuation is correct or requires adjustment is a matter for the court to examine during trial, but no ground for rejection under Order VII Rule 11(b) is made out at this stage, as the Plaintiff has not been



directed to correct the valuation and failed to comply.”

7. Learned counsel for the petitioner has argued that the learned Court of first instance erred in dismissing the application filed under Order VII Rule 11 CPC by the defendant–petitioner. It was submitted that the suit is liable to be rejected on all five grounds raised by the defendant–petitioner before the Court of first instance.

8. On consideration, I do not find any reason to interfere with the well-reasoned order passed by the learned Court of first instance. The learned trial Court has rightly noticed and adequately dealt with all the pleas taken by the defendants and has correctly dismissed the application under Order VII Rule 11 CPC.

9. It is worth noticing that the plaintiff is a registered society of apartment owners, who admittedly purchased their respective apartments from defendant Nos. 1 to 7. The plaintiff-society is a representative body of the apartment owners and, therefore, can very well sue the developers on their behalf for not honouring their obligations under the Deed of Declaration (DOD). In the present case, the plaintiff has precisely done that. Hence, it cannot be held that the plaintiff has no locus standi or that the pleadings are vague. The pleadings clearly set out that the apartment owners, through their registered society, seek a declaration that the school site—which defendant Nos. 1 to 7 have agreed to sell in favour of defendant No. 8—vests entirely in the apartment owners and cannot be alienated by the defendants. Thus, the plaint discloses a clear cause of action, and the suit cannot be rejected at this stage on this ground.

10. Similarly, the arguments advanced regarding the bar of jurisdiction under Section 15 of the HDRUA Act and the applicability of the principle of res



judicata on account of a pending appeal before the Principal Secretary, Town and Country Planning (Appeal No. 35 of 2016) concerning access to the school site, are also without merit.

11. As far as Section 15 of the HDRUA Act is concerned, the exclusion of civil court jurisdiction applies only where the dispute pertains to matters specifically covered under the Act. Under Section 3(3)(a)(iv), it was the obligation of the developers to construct the school. However, in the present suit, the plaintiff is not seeking enforcement of any such statutory obligation. Rather, the plaintiff asserts that the developers have already transferred their rights in the suit property to the apartment owners, and that all obligations relating to the school site thereafter vest with the residents. Consequently, the bar of jurisdiction under Section 15 of the Act does not come into play.

12. Likewise, the question whether the school site is accessible to the builders or not is an entirely separate issue and does not concern the rights flowing from the Deed of Declaration, which the plaintiff seeks to enforce through the present suit.

13. Similarly, I do not find any infirmity in the conclusion drawn by the learned Court of first instance regarding valuation as well as the issue relating to whether the school site forms part of the common area. The valuation has been correctly made in accordance with Section 7(iv)(c) and (d) of the Court Fees Act, 1870. The plaintiff is seeking a declaration on the basis of the Deed of Declaration and is not seeking either cancellation of any document or possession of the suit property. Therefore, the learned Court of first instance has rightly held that only fixed court fee is payable.

14. Likewise, at the stage of deciding an application under Order VII Rule 11 CPC, the Court cannot enter into the merits of the respective claims of



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the parties. The question whether the school site falls within the common areas covered by the Deed of Declaration can be adjudicated only after both sides have led evidence. Thus, all objections raised by the defendants were rightly rejected by the learned Court of first instance.

15. I do not find any merit in the present petition. The present petition is accordingly dismissed.

16. However, it is clarified that the views expressed herein shall have no bearing on the merits of the suit. The observations made are only for the purpose of deciding the present petition.

20.11.2025
manoj

(PARMOD GOYAL)
JUDGE

Whether speaking/reasoned	Yes
Whether reportable	Yes/No