



2025:DHC:6108



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IN THE HIGH COURT OF DELHI AT NEW DELHI

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Date of Decision: 10.07.2025

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C.R.P. 194/2025 & CM APPL. 40153/2025**RAHUL SHARMA**

.....Petitioner

Through: Mr. Lokesh Baimad & Mr. Karan
Kumar, Advocates.

versus

HARISH ARORA

.....Respondent

Through:

CORAM:**HON'BLE MS. JUSTICE TARA VITASTA GANJU****TARA VITASTA GANJU, J.: (Oral)****CM Appl.40153/2025/Exemption from typed copies/**

1. Allowed, subject to the Petitioner filing typed copies of the annexures within a period of three weeks.
2. The Application stands disposed of.

C.R.P. 194/2025

3. The present Petition has been filed under Section 115 read with Section 151 of the Code of Civil Procedure, 1908 [hereinafter referred to as "CPC"] impugning the order dated 10.03.2025 passed by the learned DJ-03, South District, Saket Courts, Delhi [hereinafter referred to as "Impugned Order"]. By the Impugned Order, the Application under Order VII Rule 11 of the CPC filed by the Petitioner [hereinafter referred to as "Application"] has been dismissed.

4. Learned Counsel for the Petitioner makes two submissions. Firstly, he submits that the plaint has no cause of action. Secondly, he submits that the plaint is barred by the provisions of Order VII Rule 11(b) of the CPC for



being undervalued and ad valorem Court fees has not been paid.

5. Learned Counsel for the Petitioner further submits that the plaint as filed does not disclose any cause of action, since, it is contended that the plaint is barred by the provisions of Sections 49 and Section 17(1)(d) of the Registration Act, 1908 [hereinafter referred to as “Registration Act”].

5.1 Learned Counsel for the Petitioner also seeks to rely upon a judgment passed by a Coordinate Bench of this Court in **Balraj v. Nathuram Sharma & Ors.**¹ as well as judgment passed by the Supreme Court in **Paul Rubber Industries Pvt. Ltd. v. Amit Chand Mitra & Anr.**² in this behalf.

6. Briefly, the facts in the present case are that the Respondent/Plaintiff filed a suit for recovery of possession, use and occupation charges, damages, mesne profits and for permanent injunction along with supporting affidavit. It is the case of the Respondent/Plaintiff that he is the owner of second and third floor including roof rights of property situated at 7/17, Sarvapriya Vihar, New Delhi, Delhi-110016 having an area about 492.59 sq. yds. [hereinafter referred to as “suit property”].

6.1 The plaint sets out that a lease agreement dated 10.07.2020 was entered into between the Respondent/Plaintiff as the lessor and the Petitioner/Defendant as the lessee for renting out the suit property and the rent was fixed at Rs. 2,00,000/- [hereinafter referred to as “lease agreement”].

6.2 The lease agreement executed between the parties was valid for a

¹ 2023 SCC OnLine Del 7003.

² 2023 SCC OnLine SC 1216



period of 36 months with effect from 10.07.2020.

6.3 Since the Petitioner/Defendant failed to vacate the suit property and pay the arrears of rent upon the expiry of the period of the lease agreement, the suit for ejectment was filed.

7. An examination of the Application filed by the Petitioner under Order VII Rule 11 of the CPC shows that the grounds as taken in the Application are that the Respondent/Plaintiff has filed a suit on the basis of an unregistered and wrongly stamped lease agreement which is inadmissible under Sections 17(1)(d) and Section 49 of the Registration Act on the basis of which it is contended that the plaint is barred by Order VII Rule 11 of the CPC.

7.1 Although, it was argued before this Court that the Application sets out that the suit should be rejected under Clause (b) and (d) of the Order VII Rule 11 of the CPC, no ground for rejection under Clause (a) (no cause of action to file the plaint) has been set out in the Application. It is apposite to set out the relevant paragraphs of the Application in this behalf:

"3. That the plaintiff has filed the present suit on the basis of the unregistered and wrongly stamped lease agreement dated 10.07.2020, which is inadmissible as evidence as barred by law U/s 17 (1) (d) read with sec. 49 of the Registration act, 1908. It is a settled position of law that the unregistered lease deed of more than 1 year cannot be admitted as evidence. Thus, the present suit is barred by law falling under the clause (d) of O. VII Rule 11, CPC. It is further submitted that the same can be seen from the statement made in the plaint and the documents annexed by the plaintiff.

4. That the unregistered lease agreement is a fabricated and forged document, manufactured by the plaintiff to harass the Defendants and mislead this Hon'ble court. It is further submitted that the said lease agreement is made at Gurugram using a stamp paper of Haryana Govt, despite the fact that the suit property is situated at Delhi. It is further



submitted that the present suit is solely dependent on the unregistered lease agreement, which is inadmissible as evidence. Thus, the Plaintiff has no cause of action to file the present suit against the defendants."

*5. **That the present suit is undervalued as the proper valuation should be in accordance with the value of the suit property i.e. Rs. 6 crores.** It is submitted that the Plaintiff has deliberately undervalued his suit to evade the payment of Ad Valorem proper court fee misuse the jurisdiction of this Hon'ble court.*

6. That the present suit shall be rejected under clause (a), (b) and (d) of O.VII Rule 11, CPC."

[Emphasis supplied]

8. However, and in any event, at the outset, the Court has examined the plaint to see whether it discloses the cause of action.

8.1 In an examination under Order VII Rule 11 of the CPC, the Court is only required to examine the contents of the plaint. It is settled law that for the purposes of an examination under Order VII Rule 11 of the CPC, and the defence of a party cannot be looked into. As stated above, the suit has been filed for recovery of possession, mesne profits and damages along with injunction by the Plaintiff. The plaint sets out in detail the averments in relation to the cause of action for filing the case. It is apposite to extract the relevant paragraphs of the plaint which set out in detail the cause of action:

*"4. That it is an admitted fact by the Defendants that Plaintiff is the **absolute owner of the Second floor and Third floor of property situated at 7/17, Sarvapriya Vihar, New Delhi, Delhi-110016** {hereinafter referred to as the "Suit Property") having an area about 492.59 sq. yards including roof right and other entitlements.*

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*6. That on 10.07.2020, a Lease Agreement was entered into **between Plaintiff and Defendants for renting out the abovementioned Suit Property to Defendant No. 1 for residential purpose only. Thus, Defendant No. 1 acquired tenancy right of the Suit Property whereby the rent of the premises was fixed for Rs. 2,00,000/-** {Indian Rupees Two Lakh Only} and the peaceful vacant premises was handed over to the Defendant No. 1 with effect from 10.07.2020.*

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8. That as per Clause 5 of the above said Lease Agreement dated 10.07.2020, Defendant No. 1 was to be bound to vacate the above-leased premises i.e., Suit Property without causing any hurdle and hindrance. Further, it was also obligatory on the part of the Defendants to hand over the peaceful possession of the above-mentioned leased premises to the Plaintiff after the expiry of the term, i.e., on 31.07.2023.

9. That it is pertinent to mention that the defendants also failed to pay the rent arrears from October 2020 till the expiry of the deed, i.e., 31.07.2023.

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12. That Defendant No. 1 is in illegal occupancy of the abovesaid Suit Property and has been in unlawful possession of the above-said Suit Property in gross violation and in breach of material terms of the Lease Agreement dated 10.07.2020. Pertinently, even before the expiry of the above Lease Agreement, Plaintiff categorically informed the Defendants, of his unwillingness and categorical refusal to extend the term of the agreement. The Plaintiff also requested the Defendants to vacate the premises and hand over the peaceful possession of the premises in view of the agreed terms of the said Lease Agreement. However, the Defendants not only failed to vacate the premises and handover possession of the leased premises but also wilfully and deliberately chose to be in continued breach of the terms of the Lease Agreement dated 10.07.2020.

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17. Hence, the Plaintiff is entitled to use occupation, entitled for damages and mesne profits at the rate of above said prevailing market price of Rs. 4,00,000/- {Indian Rupees Four Lakh Only} per month of the Suit Property from 01.08.2023 till the date of actual physical possession taken by the Plaintiff.”

[Emphasis supplied]

8.2 The plaint further sets out that the cause of action for the present case also arose on various occasions when the terms of the lease agreement were breached by the Defendant. Paragraph 19 of the plaint setting out the cause of action paragraph is reproduced below:

“19. That the cause of action to file the present suit arose on various occasions, it first arose when the Defendants did not vacate the Suit property on 31.07.2023, being in material breach of the agreed terms of the Lease Agreement dated 10.07.2020. It further arose and continued each and every day when the Defendants did not vacate the suit property and continued to be an illegal, unauthorized and unlawful occupation of the Suit Property. It further arose when the Legal Notice dated 05.09.2023 was duly served upon to the Defendants on 06.09.2023 but the Defendants neither



*replied nor complied with the Legal Notice. **The cause of action is still continuing and subsisting.***

[Emphasis supplied]

8.3 Clearly, a detailed cause of action has been set out in the plaint.

9. The learned Trial Court examined the plaint and found that the valuation of the plaint has been done in accordance with the provisions of the Court Fees Act, 1870 for the recovery of the possession and mesne profits. The learned Trial Court held that for seeking recovery of possession from a tenant, it is not the market value that has to be taken into consideration, but the court fees have to be calculated on the basis of rental for the year preceding the filing of the suit. Thus, the learned Trial Court found no infirmity with the valuation as set out by the Respondent/Plaintiff.

It is apposite to set out paragraph 7 of the Impugned Order below:

“7. Another ground taken by the defendants is regarding the undervaluation of the suit for the purposes of court-fees and pecuniary jurisdiction. It is noted from the plaint that the suit is for recovery of possession wherein plaintiff has claimed himself to be owner and further for recovery of arrears of rent and mesne profits. For seeking recovery of possession against a tenant, it is not the market value of the property that has to be taken into consideration rather the said relief has to be calculated on the basis of amount of rent payable for the year next before the date of presenting the plaint. Though in the plaint, the said relief has been calculated on the basis of rent for four months, however, during the proceedings of the suit, additional Court-fees of Rs.26,000/- was paid on 09.10.2024 apart from the initial court fees of Rs. 1,04,000/- filed at the time of institution of suit. Apart from the bare averment in the application regarding improper valuation and court-fees, no further details have been provided as to how the same is improper or deficient. In view thereof, this ground is also not available for the purpose of rejecting the plaint.”

[Emphasis supplied]

9.1 In the present case, since the lease was not renewed thereafter, the lease agreement has expired by efflux of time on 31.07.2023. The Petitioner/Defendant has become a tenant holding over.



10. Section 7 of the Court Fees Act, 1870 [hereinafter referred to as the “Courts Fees Act”] sets out the computation of court fees to be payable when filing the suit. Section 7(xi)(cc) of the Court Fees Act sets out that where a suit is between a landlord and a tenant for recovery of immovable property from a tenant including a tenant holding over after determination of the tenancy and states that in landlord-tenant disputes for recovery of property, Court fee must be calculated based on the annual rent of the property for the year immediately preceding the suit. It is apposite to set out the relevant extract of the Court Fees Act which reads as follows:

“7. Computation of fees payable in certain suits.—The amount of fee payable under this Act in the suits next hereinafter mentioned shall be computed as follows:—

***between landlord and tenant.**— (xi) In the following suits between landlord and tenant:—*

(cc) for the recovery of immovable property from a tenant, including a tenant holding over after the determination of a tenancy,

according to the amount of the rent of the [immovable property] to which the suit refers, payable for the year next before the date of presenting the plaint”

10.1 The Respondent/Plaintiff has in his plaint valued the suit as Rs.1,03,11,100/-. The relevant extract is below:

“20. That the valuation of suit property for the purpose of court fee and jurisdiction is as under:

<i>a. For recovery of possession</i>	<i>₹ 8,00,000.00</i>
<i>₹2,00,000/- x 4 months</i>	
<i>b. For recovery of arrears of rent</i>	<i>₹ 68,00,000.00</i>
<i>₹2,00,000/- x 34 months</i>	
<i>c. For penalty for arrears of rent</i>	<i>₹ 11,11,000.00</i>
<i>₹10,000/- x 111 days</i>	
<i>d. For recovery of mesne profit</i>	<i>₹ 16,00,000.00</i>
<i>and damages</i>	
<i>₹4,00,000/- X 4 months</i>	



e. Court fee for Permanent Injunction

₹ 100.00

On which the requisite ad-valorem court fee has been affixed with the plaint, the Plaintiff also undertakes to pay the deficient court fee in case of any deficiency. The Plaintiff also undertakes to pay the requisite court fee, which is directed by this Ld. Court, for the pendente lite and future arrears of mesne profits.

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23. That the present suit is valued at ₹1,03,11,100/- (Indian Rupees One Crore Three Lakh Eleven Thousand One Hundred Only), the same is within the pecuniary jurisdiction of this Ld. Court.”

10.2 Thus, this Court finds no infirmity with the finding of the learned Trial Court in its finding on valuation of the suit property for the purposes of Court fees.

11. So far as concerns the plea taken by the Petitioner regarding Clause (b) of Order VII Rule 11 of the CPC, it envisages a scenario where the relief claimed is undervalued, and the Plaintiff, on being required by the Court to correct the valuation within a time to be fixed, fails to do so. Order VII Rule 11(b) of the CPC is set out below:

“ORDER VII- PLAINT

...

11. Rejection of plaint — *The plaint shall be rejected in the following cases:—*

(b) where the relief claimed is undervalued, and the plaintiff, on being required by the Court to correct the valuation within a time to be fixed by the Court, fails to do so;”

[Emphasis supplied]

11.1 Clearly, there is no order of a Court requiring the Respondent [Plaintiff before the learned Trial Court] to correct the valuation. Thus, this contention of learned Counsel for the Petitioner is without merit.

12. The lease agreement between the parties was executed for a period



from 01.08.2020 to 31.07.2023. Although unhappily worded, the lease agreement sets out in Clause 5 that at the end of the period of the lease, the lessee shall be bound to vacate the premises. The relevant extract of the lease agreement is set out below:

"5. That this Lease Agreement is for a period of Thirty [illegible] Months only starting from 1st Aug 2020 to 31st July 2023. After Eleven month extended with agreement for other terms of Thirty Five Months on mutually agreed terms and conditions with right of refusal lying with the lessor. The renewal of lease, if applicable, attracts an increment of 7.50% per year on existing rental value or as per mutually agreed terms.

6. That at the end of the period of the expiry of the lease, it shall stand automatically terminated and the Lessee shall be bound to vacate the premises positively without causing any hurdle and hindrance and shall handover the peaceful and vacant possession of the said premises to the Lessors its authorized representatives in the same condition as it was at the time of leasing out barring normal wear and tear."

[Emphasis Supplied]

12.1 The Supreme Court in ***Bijay Kumar Manish Kumar Huf v. Ashwin Bhanulal Desai***³, while explaining when it can be said that a tenancy has been determined, has held that once the lease expires or is determined, the lessee is termed as a tenant at "sufferance", tenancy and the status of the tenant is slightly higher than that of a trespasser. It was further held that the tenant who remains in possession after the lease deed ends whether such end is by the expiry of time or termination or forfeiture, is liable to pay mesne profits as well. The relevant extract reads as follows:

"18. Landlord-tenant disputes often make their way to this Court, and obviously, the payment of rent/mesne profits/occupation charges/damages becomes, more often than not a matter of high contest. Determination, as alleged to have taken place by the petitioner, can take place at the instance of both the landlord and the tenant. Halsbury's Laws of England, 3rd Edn., Vol. 23 defines "determination by landlord" as follows:

"The tenancy is impliedly determined by the landlord when he does any act on the premises which is inconsistent with the continuance of

³ (2024) 8 SCC 668.



tenancy; for example, when he re-enters to take possession (b), or puts in a new tenant (c), or cuts down trees or carries away stone (d), the trees and stone not being excepted from the demise (e), and also when he does an act off the premises which is inconsistent with the tenancy, as when he conveys the reversion (f), or grants a lease of the premises to commence forthwith (g). An act done off the premises, however, does not determine the tenancy until the tenant has notice of it (h).”

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20. It would also be useful to refer to the concept of tenant at sufferance. As defined in the very same treatise, such a tenant is a person who enters upon a land by lawful title, but continues in possession after the title has ended without statutory authority and without obtaining consent of the person then entitled.

21. Wharton’s Law Lexicon, 17th Edn. discusses ‘tenancy at sufferance’ in the following terms:

“Sufferance, Tenancy at, this is the least and lowest estate which can subsist in realty. It is in strictness not an estate, but a mere possession only it arises when a person after his right to the occupation, under a lawful title, is at an end, continues (having no title at all) in possession of the land, without the agreement or disagreement of the person in whom the right of possession resides. Thus if A is a tenant for years, and his term expires, or is a tenant at will, and his lessor dies, and he continues in possession without the disagreement of the person who is entitled to the same, in the one and the other of these cases he said to have the possession by sufferance – that is, merely by permission or indulgence, without any right : the law esteeming it just and reasonable, and for the interest of the tenant, and also of the person entitled to the possession, to deem the occupation to be continued by the permission of the person who has the right, till it is proved that the tenant withholds the possession wrongfully, which the law will not presume. As the party came to the possession by right, the law will esteem that right to continue either in point of estate or by the permission of the owner of the land till it is proved that the possession is held in opposition to the will of that person.”

[Emphasis Supplied]

12.2 The Supreme Court has in the **Bijay Kumar** case further held that the terms determination, expiry, termination, forfeiture when applied to a lease has a similar effect which is to bring the tenancy to an end, in the following



terms:

“30. It is to be noted that the Court in *Sudera Realty; (2023) 16 SCC 704* observed that mesne profits become payable on continuation of possession after ‘expiry’ of lease. In our considered view, the effect of the words ‘determination’, ‘expiry’, ‘forfeiture’ and ‘termination’ would, subject to the facts applicable, be similar, i.e., when any of these three words are applied to a lease, henceforth, the rights of the lessee/tenant stand extinguished or in certain cases metamorphosed into weaker iteration of their former selves. Illustratively, *Burton’s Legal Thesaurus 3rd Edn.* suggests the following words as being similar to ‘expire’ - cease, come to an end; ‘determine’ is similar to - come to a conclusion, bring to an end; ‘forfeiture’ is similar to – deprivation/destruction of a right, divestiture of property; and ‘terminate’ is similar to – bring to an end, cease, conclude. Therefore, in any of the these situations, mesne profit would be payable.”

[Emphasis Supplied]

13. Learned Counsel for the Petitioner seeks to rely upon the judgment of the Supreme Court in *M/s Paul Rubber* case as well as on the *Balraj* case to submit that the plaint is barred under the provisions of the Registration Act. It is submitted that since the lease agreement is unregistered, and its terms cannot be relied upon for collateral purposes either.

13.1 The learned Trial Court examined the judgments cited upon by the Petitioner and found that these were distinguishable from the present case. It was held that the judgments relied upon by the Respondent/Plaintiff reflects that in the absence of registered document, the Courts are not precluded from determining the factum of tenancy or in examining the documents for collateral purposes such as agreed rate of rent. It was thus held that the judgments cited by the Petitioner are not applicable in the circumstances of the present case.

14. The submissions that were made before this Court were also made by the Petitioner before the learned Trial Court. A review of the *Balraj* case shows that the same has undisputably been passed in a case of an



unregistered equitable mortgage deed. A Coordinate Bench had passed this judgment in the context of a suit filed seeking permanent injunction emanating from documents of an equitable mortgage. The judgment premises itself on the contention that the documents were held to be fake and that the Respondent in that case was unable to produce the originals of the said documents. In addition, there was a contention raised in the plaint that the title deeds deposited were deposited in favour of a third party by way of equitable mortgage deeds which were then leased in favour of the respondent by way of another equitable mortgage deed, where the original seller in question had mentioned that the deposit of the title deeds was without possession and that these are false and fabricated. It is apposite to set out the relevant paragraphs of the **Balraj** case, which reflect the entirely distinguishable facts, below:

“6. Aggrieved by the above said impugned order, the petitioner has approached this Court by way of the instant petition.

7. Learned Counsel appearing on behalf of the petitioner submitted that the plaint filed by the respondent is completely false and the documents as relied upon by the respondent are fake, due to said reason the respondent has never been able to produce the original copy of the above said documents.

8. It is further submitted that no original documents which are required to be requisitely stamped and registered have been produced before the the learned Court below. The mandates of the Indian Stamp Act, 1899, and the Registration Act, 1908, has been violated by the respondent.

9. It is contended that the respondent has never been in the possession of the suit property and the possession of the suit property was always with the petitioner through the defendant no. 3.

10. It is submitted that the contentions raised by the respondent/plaintiff therein in its plaint was that the title deeds were deposited in favour of Sh. Surender Kumar by way of equitable mortgage deeds, who, thereafter, leased it in favour of the respondent in lieu of Rs. 6 lakhs by way of another Equitable Mortgage Deed dated 12th March 2002, wherein, Mr. Amarnath Gupta, the alleged original seller of the properties in question has mentioned to Surender Kumar that the deposit of Title deeds of



documents was without the possession, and the documents filed by the plaintiff along with the plaint are forged and fabricated.”

[Emphasis Supplied]

15. Clearly and since the facts in the case cited do not obtain in the present case, this judgment would not come to the assistance of the Petitioner.

16. The issue as raised by the Petitioner however does stand covered by the judgment in the *M/s Paul Rubber* case. The Supreme Court in *M/s Paul Rubber* case has held that an unregistered lease deed can be used for collateral purposes only if the nature and purpose of the lease is not the main issue in the dispute between the parties, in the following terms:

“2. The main point which we have to address in this appeal is as to what extent the Court can take cognizance of a clause relating to purpose for which a lease is granted contained in an unregistered deed of lease for immovable property stipulating its duration for a period of five years. In the judgment under appeal, opinion of a Division Bench of the Calcutta High Court is that such deed cannot be received as evidence of any transaction affecting the property over which the lease is executed. On 27.03.2003, a document captioned “Tenancy Agreement” was executed by and between one Sabita Mitra (the landlady, since deceased), now represented before us by her legal heirs being the two respondents and an incorporated company, Paul Rubber Industries Private Limited. The latter is the appellant in this proceeding. In this judgment, we shall refer to the landlady and her legal representatives as the respondents interchangeably and the appellant Paul Rubber Industries Pvt. Ltd. shall be described as defendant. The property in question comprises of approximately 16 cottahs (one cottah is equivalent to approximately 720 sq. ft.) of land situated at Radha Madhab Dutta Garden Lane, within the city of Kolkata. The tenure of the agreement, as stipulated therein was for a period of five years with provision for renewal for further five years. There is stipulation for further renewal for such period and on such terms and conditions as might have been agreed upon by the parties. This is contained in clause 2 of the agreement. But no such renewal was effected. First five years of the tenancy stood completed on 31.10.2007, and a letter was sent by the landlady on 07.11.2007 seeking enhancement of rent. It does not appear that the defendant had paid rent thereafter. It had, however, raised a plea that such rent used to be collected on behalf of the landlady on due date, but this was stopped after October 2007. Thereafter, on 06.03.2008, the



landlady served a notice requiring the defendant to vacate the subject-premises with effect from 31.03.2008. In this letter of 06.03.2008, the defendant was addressed as monthly tenant. Default in payment of monthly rent was highlighted in this letter. It was also specified therein that the landlady needed the said premises for her own use and occupation and for business purpose of her family members. This letter is being projected by the respondents as notice for fifteen days, as per stipulation of Section 106 of the Transfer of Property Act, 1882 (herein after "1882 Act").

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15. In the case of *Rai Chand Jain v. Miss Chandra Kanta Khosla* [(1991) 1 SCC 422], dispute arose as to whether certain premises were let out for residential purpose or as to whether there was an oral agreement of letting out the premises to the tenant, for running a press. It was in that perspective, it was held in the said case that a lease deed though unregistered, could be considered for collateral purposes to show the purpose for which the premises was leased out. Thus, the lease deed was referred to for the sole purpose to defeat the claim of subsistence of an oral agreement. The ratio of this authority has been considered in the case of *K.B. Saha and Sons Private Limited* (supra) and we follow that ratio. In the case of *Satish Chand Makhan* (supra), another coordinate Bench of this Court declined to accept admissibility of an unregistered lease agreement for determining duration of the lease (9 years in that case) on the reasoning that terms of lease would not constitute collateral purpose. It was observed in this judgment that "nature and character of possession" could constitute collateral purpose but that was not the point which was directly in lis before this Court. In our opinion, nature and character of possession contained in a flawed document (being unregistered) in terms Section 107 of the 1882 Act and Sections 17 and 49 of the Registration Act can form collateral purpose when the "nature and character of possession" is not the main term of the lease and does not constitute the main dispute for adjudication by the Court. In this case, the nature and character of possession constitutes the primary dispute and hence the Court is excluded by law from examining the unregistered deed for that purpose. In respect of the suit out of which this appeal arises, purpose of lease is the main lis, not a collateral incident."

[Emphasis Supplied]

16.1 Thus, it would first be required to be established by the parties as to what would constitute the nature and purpose of the *lis* which constitutes the dispute. However, this aspect cannot be decided without the examination of the defence of the Petitioner/Defendant, thus, would fall outside the purview of Order VII Rule 11 of the CPC.



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17. A perusal of the Impugned Order shows that these judgments were cited by the Petitioner before the learned Trial Court and the learned Trial Court had set out therein that these judgments are distinguishable in view of the facts in the present case and that the grounds being raised by the Petitioner/Defendant are untenable.

18. It is settled law that the revisionary jurisdiction of this Court is limited to examine whether the learned Trial Court has failed to exercise jurisdiction vested in it or has exercised jurisdiction which is not vested or has acted with illegal or material irregularity.

19. The examination by this Court shows that the Impugned Order does not suffer from any infirmity which would merit interference by this Court.

20. The present Petition is accordingly dismissed. The pending Application also stands closed.

21. It is made clear that this Court has not examined the matter on merits. All rights and contentions of both the parties are left open to be agitated before the learned Trial Court in this behalf.

22. The parties shall act based on the digitally signed copy of the order.

TARA VITASTA GANJU, J

JULY 10, 2025/r/pa