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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

Date of decision: 15.05.2025

+ **CS(OS) 7/2025 & I.A. 320-322/2025**

MR PREM ARORA

.....Plaintiff

Through: Mr. Ashish Mohan, Sr. Advocate with
Mr. Dhruv Madan, Mr. Anirudh
Sharma and Mr. Shivanshu Gusain,
Advocates

versus

SMT. SONIA KANWAR & ORS.

.....Defendants

Through: Mr. Tarun Sharma, Mr. Kamal Rathee
and Mr. Tushar Datta, Advocates

%

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

J U D G M E N T

MANMEET PRITAM SINGH ARORA, J (ORAL):

CS(OS) No. 7/2025

1. The present suit has been filed by the plaintiff seeking following reliefs: -

- (i) Decree of declaration in favour of the plaintiff, thereby declaring the plaintiff as the exclusive and absolute owner of 77.66% undivided share in the Property Nos. 1, 2, 3 and 4 [collectively referred to as 'suit properties'].
- (ii) Decree of partition of the suit properties and putting the plaintiff into possession of the suit properties.
- (iii) Decree of declaration that the deed dated 26.08.2020 by which, the Sale Deed and the General Power of Attorney ('GPA') both dated 18.04.2016 were cancelled unilaterally by defendant nos.



2 and 3, as null and void.

- (iv) Decree of permanent injunction in favour of the plaintiff, thereby prohibiting and restraining defendant nos. 1 to 13 from selling, parting with possession with any person/persons, corporate or natural, alienating or creating any third-party interest *qua* the suit properties.
- (v) Decree of mandatory injunction, thereby directing the defendants to permit the plaintiff for entering the suit properties.
- (vi) Decree of mesne profits for use and occupation in respect of 77.66% share of each of the suit property at Rs. 3 lacs per month from 01.07.2024 along with 10% annual enhancement with applicable interest at 9% per annum till the plaintiff is put into the actual and physical possession of the suit properties.

2. The details of the suit properties, which are subject matter of this matter are as under: -

- a. Property No. B-21/1, out of Khasra No. 63/1, situated in the abadi, Acharya Niketan, Mayur Vihar, Phase – I, Shahdara, Delhi – 110091 [**Property No. 1**]
- b. Property No. 13-A, out of Khasra No. 402, situated in the abadi of Pratap Nagar, Mayur Vihar, Phase-I, in area of Village Gharonda Neemka Bangar, Shahdara Delhi-110091 [**Property No. 2**]
- c. Property No. 13, out of Khasra No. 402, situated in the abadi of Pratap Nagar, Mayur Vihar, Phase-I, in the area of Village Gharonda Neemka Bangar, Shahdara Delhi-110091 [**Property No. 3**]



d. Property Nos. A-3/5 and A-3/6 out of Khasra No. 20, Acharya Niketan, Mayur Vihar, Phase – I, in the area of Village Kotla Shahdara, Delhi – 110091 [**Property No. 4**]

3. The facts, as stated in the plaint, which are relevant for the adjudication of the present case are as under: -

4. It is stated that the plaintiff derives his right, title and interest in the suit properties directly from defendant nos. 1 to 5 by way of sale deeds, GPA, Agreement to Sell ('ATS'). The plaintiff is also seeking partition of the suit properties, which are partially owned by defendant no. 6.

4.1. It is stated that defendant nos. 7 to 14 are tenants in the suit properties, against whom the plaintiff has not sought any direct relief and the said defendants are accordingly impleaded as performa defendants.

4.2. It is stated that despite the fact that the plaintiff is the lawful owner of 77.66% share in the suit properties, defendant nos. 1 and 6 are in illegal possession [constructive and/or actual] of the suit properties and the said defendants are realizing rent from these properties.

4.3. It is stated that the suit properties are self-acquired properties of late Mr. Ashok Kumar Kanwar, who died intestate on 06.01.2010 and was survived by his three (3) Class-I legal heirs – Smt. Mrignaini Kanwar (widow) i.e., defendant no. 2 herein, Mr. Kunal Kanwar (son), and Ms. Kadambini (daughter) i.e., defendant no. 3 herein. And in accordance with the Hindu Succession Act, 1956 ('HSA') the said persons became owner of 1/3rd (33.33%) undivided share each in the suit properties.

4.4. It is stated that on 04.01.2012, Mr. Kunal Kanwar passed away, leaving behind his Class-I legal heirs – Ms. Sonia Kanwar (widow) i.e., defendant no. 1 herein, Smt. Mrignaini Kanwar (mother), Mr. Krishna (minor son) and Ms. Ashima (minor daughter). It is stated that they all had



acquired equal shares in the 1/3rd undivided share of late Mr. Kunal Kanwar [which he had inherited from his father, late Mr. Ashok Kumar Kanwar] in the suit properties.

4.5. It is stated that Mr. Kunal Kanwar, prior to his death, had transferred certain share out of the suit properties to Mr. Jitender Chaudhary i.e., defendant no. 6 herein vide separate registered GPA, Agreement to Sell and Will in the year 2010.

4.6. It is stated that on 31.07.2013, an unregistered family settlement was executed between defendant nos. 1, 2 and 3, whereby it was agreed upon that defendant nos. 2 and 3 will not claim any share in the suit properties and therefore defendant no. 1 and her minor children became exclusive owners of the suit properties.

4.7. It is stated that on 09.07.2015, defendant no. 1 by way of unregistered title documents¹ sold her and her minor children's entire share in the suit properties to the plaintiff herein for a price consideration of Rs. 1.35 Crores. However, after receiving Rs. 1.35 crores, defendant no. 1 filed a false complaint against the plaintiff herein, which resulted into registration of FIR No. 882/2015 dated 08.12.2015 under Section 376/506 of the Indian Penal Code, 1860 with Police Station: Pandav Nagar, New Delhi. It is stated however, in order to save his pride, the plaintiff comprised with defendant no. 1 and on 14.07.2015 had returned all the title documents [executed by defendant no. 1 in favour of the plaintiff qua suit properties] to defendant no. 1.

4.8. It is stated that defendant nos. 2 and 3 opted out from the arrangements made in the unregistered family settlement dated 31.07.2013 and in the year 2016, defendant nos. 2 and 3 sold their respective 1/3rd share

¹ GPA dated 09.07.2015, ATS dated 09.07.2015, Will dated 10.07.2015, and Affidavit dated 10.07.2015.



each in the suit properties in favour of defendant no. 4, Mr. Ajay Kumar and defendant no. 5, Mr. Rajesh Arora by way of title documents [including registered and unregistered documents].

4.9. It is further stated that subsequently, defendant nos. 4 and 5 sold their entire share in the suit properties, bought from defendant nos. 2 and 3 to the plaintiff vide registered sale deed(s) dated 26.08.2020.

4.10. It is stated that thus, vide registered sale deeds executed by the defendant no. 4 as well as defendant no. 5 and through the unregistered title documents [GPA, Will, Agreement to sell] executed by defendant no. 1 pertaining to her and her minor children's shares, the plaintiff became the absolute and exclusive owner of the 77.66% undivided share in the suit properties.

4.11. It is stated that defendant no. 1 had filed a Civil Suit bearing CS/1034/2017² seeking declaration of judgment and decree dated 14.12.2016 passed in CS/9436/2016³ as null and void. It is stated that during the pendency of the aforesaid civil suit i.e., CS/1034/2017, a settlement was arrived between defendant nos. 1, 2 and 3 herein, whereby it was agreed upon that defendant nos. 2 and 3 will not claim any right, title and interest from the share acquired by defendant no. 1 and her minor children in the suit properties. The said settlement was allowed vide judgment dated 27.08.2019⁴.

4.12. It is stated that on 21.07.2021, the plaintiff came to know to his utmost dismay and that on 10.01.2020, defendant nos. 2 and 3 had unilaterally revoked their respective GPA and other documents through which they had sold their respective shares in the suit properties to

² titled **Sonia Kanwar and Others v. Mrignaini and Others**

³ titled **Mrignaini v. Sunita Sharma**

⁴ Wrong dated i.e., 26.08.2019 has been stated in the plaint at paragraph no. 15.



defendant no. 4 and defendant no. 5. It is stated that subsequently, defendant no. 5 had lodged an FIR No. 0988/2021 at P.S. Noida, Sector -149 against defendant nos. 1, 2 and 3.

4.13. It is stated that the plaintiff is the rightful and lawful bonafide purchaser of the suit properties and is entitled to peaceful possession of the same to the exclusion of all others and is further entitled to claim and receive the undivided share of the total rent recovered from the suit properties. And, in these facts and circumstances, the plaintiff has filed the present suit.

Arguments on behalf of defendant no. 1

5. It is the case of defendant no. 1 that the present suit is an abuse of process of Court, as the plaintiff has suppressed material facts from this Court, with regard to pendency of eight (8) proceedings and sixteen (16) disposed of proceedings between the parties and the said suppression disentitles the plaintiff from maintaining this suit.

5.1. He stated that the plaintiff has suppressed and concealed the fact that there is a previously instituted suit bearing CS(OS) 2644/2011 titled **Kunal Kanwar v. Jitender Chaudhary**, which was filed before this Court seeking title of the suit properties. He stated in the said matter, this court vide order dated 11.01.2012 had directed the parties to maintain status quo in respect of title and possession of the properties, which are also the subject matter of the present suit.

5.2. He stated that due to the change in pecuniary jurisdiction of the Courts in Delhi, the said civil suit was transferred to Karkardooma Courts, New Delhi and was registered as CS/2723/2016 [enlisted at Sr. No. 9 in the Chart A-1⁵, containing list of pending cases]. He stated that the next date of

⁵ Filed by the plaintiff under index dated 04.05.2025



hearing in the said is 25.07.2025. He stated that in the said proceeding, the plaintiff herein has also filed two (2) applications; (i) IA No. 22869/2015 dated 19.10.2015 under Order I Rule 10 of the Code of Civil Procedure, 1908 ('CPC'), for seeking plaintiff's impleadment in the said proceeding and (ii) application under Order XXII Rule 10 CPC seeking his transposition as the plaintiff allegedly in order to attain the title to suit properties by virtue of the sale deeds *qua* the suit properties executed by defendant nos. 4 and 5 herein in his favour.

5.3. He stated that the plaintiff has also suppressed and concealed the fact that the plaintiff in the capacity of power of attorney holder of defendant no. 5 had previously instituted suit bearing CS/318/2021 titled **Rajesh Kumar v. Mrignaini**, before Karkardooma Courts, New Delhi. He stated that the said suit was filed seeking relief of declaration and permanent injunction *qua* the properties which are subject matter of the present suit.

5.4. He further stated that they are inconsistencies in the stand taken by the plaintiff in the plaint. He stated that the plaintiff at paragraph nos. 12 and 13 of the plaint has claimed defendant no. 1 to be the absolute owner of the suit properties in the year 2015; however, at paragraph no. 14 of the plaint has stated that defendant nos. 2 and 3 had sold their respective undivided shares in the suit properties to defendant nos. 4 and 5 in the year 2016.

5.5. He pointed out that the plaintiff is the brother of defendant nos. 4 and 5 and had filed various pleadings on behalf of defendant nos. 4 and 5 in other litigations, and had appeared in those matters in the capacity of their power of attorney holder, which fact further demolishes plaintiff's claim of being a bona fide purchaser.

5.6. He stated that after the death of Mr. Kunal Kanwar, the plaintiff has been eyeing on the suit properties devolved upon defendant no. 1 and her



minor children. He stated that the plaintiff is the uncle of defendant no. 1 and thus, cannot plead ignorance to the pending litigations between the parties.

5.7. He stated that the plaintiff has made contrary stands on the matter of payment of Rs. 1.35 crores to defendant no 1. He stated that in IA No. 22869/2015 filed by the plaintiff in CS/2723/2016, more specifically at paragraph nos. 4 and 5, the plaintiff has pleaded that he had paid Rs. 1.35 Crores on behalf of defendant no. 1 towards professional/legal fees. Whereas, in paragraph no. 12 of the present plaint, the plaintiff has stated to have paid the said amount as consideration towards the shares of the suit properties acquired by defendant no. 1 in terms of the Family Settlement dated 31.07.2013 executed between defendant nos. 1, 2 and 3.

5.8. He further stated that the averment made by the plaintiff herein that the cause of action first arose on 21.07.2021, when the plaintiff was made aware that defendant nos. 2 and 3 on 10.01.2020 had cancelled the sale deed dated 18.04.2016, GPA and other documents in favour of defendant nos. 3 and 4 is false.

5.9. He stated that despite being aware of material facts about the pending as well as disposed of litigations *inter-se* between the parties herein *qua* the suit properties, the plaintiff has not disclosed the same in the present plaint. Therefore, on this ground alone the present suit is not maintainable.

5.10. He stated that the plaintiff has wilfully and intentionally committed the act of perjury by way of filing misleading and malafide pleadings on affidavit and therefore, perjury proceedings be initiated against the plaintiff.

Arguments on behalf of the Plaintiff

6. Learned counsel for the plaintiff stated that the plaintiff had acquired title to the suit properties vide registered sale deed(s) dated 26.08.2020,



which were executed by defendant nos. 4 and 5, who in turn acquired their rights from defendant nos. 2 and 3.

6.1. He admitted that prior to acquiring title to the suit properties, the plaintiff had acted as a duly constituted attorney in the previous litigations, primarily for recovery of arrears of rent from tenants who had been inducted by plaintiff's predecessors-in-interest.

6.2. He further stated that after acquiring title in the suit properties in the year 2020, the plaintiff has filed the present suit seeking a declaration of ownership, partition, possession, mesne profits, and injunctive reliefs. He however, admitted that the plaintiff has inadvertently failed to disclose in the plaint about plaintiff's prior engagement as attorney for defendant nos. 4 and 5 as well as about the pendency of certain suits *qua* suit properties.

6.3. He admitted that the proceedings enlisted in the Chart A-1⁶ containing list of pending cases *qua* suit properties, were instituted prior to the execution of the registered sale deeds executed in the year 2020 in plaintiff's favour and the plaintiff should have disclosed in the pleadings filed by the plaintiff for the sake of completeness and transparency.

6.4. He stated that the civil proceedings enlisted at Sr. Nos. 3 to 8 of Chart A-1 refers to suits for recovery of rent against tenants occupying the suit properties. He stated that these suits were also filed by the plaintiff in his capacity as power of attorney holder of defendant nos. 4 and 5, prior to the execution of the registered sale deeds by defendant nos. 4 to 5 in favour of the plaintiff. He stated that although the said power of attorney was later revoked and the properties were transferred to the plaintiff by registered sale deed, the pendency of those suit remains, and the plaintiff ought to have disclosed the same in the present plaint.

⁶ Filed by the plaintiff under index dated 04.05.2025



6.5. He further admitted that Suit No. 318/2021 [enlisted at Sr. No. 2 of the Chart A-1], instituted by the plaintiff, seeking declaration and permanent injunction and to challenge the compromise decree dated 27.08.2019, which was obtained in Suit No. 1034/2017 between defendant no.1, defendant no. 2 and defendant no. 3. He stated that the plaintiff has contended therein that the said decree was null and void, as it was allegedly obtained fraudulently and without proper notice to the plaintiff who was, by then, a purchaser of the suit properties. He further stated that the plaintiff came to know of the said decree only in 2020, and thus, filed the challenge in 2021.

6.6. He submitted that however, the filing of Suit No. CS/318/2021 was not disclosed in the present plaint, which he accepts was an omission on plaintiff's part. He conceded that even these facts should have been disclosed in the plaint as part of a fair and full narrative.

6.7. In support of the maintainability of the present suit, he relied upon the judgment of the Supreme Court in **T. Arivandandam v. T.V. Satyapal**⁷, and contended that the said decision mandates dismissal only where the suit is ex facie frivolous, vexatious, or an abuse of process. He stated that the present suit is not mala fide, but is based on registered conveyances, and while there may have been certain omissions in the pleadings, the substantive claim is genuine and bona fide.

6.8. He stated that the omissions be treated as curable and be given the liberty to withdraw and file a fresh with better particulars and make tur and full disclose and not as a ground for dismissal.

Findings and Analysis

7. The Court has heard the learned counsel for the parties and perused the plaint.

⁷ (1977) 4 SCC 467



8. This suit has been filed by the plaintiff seeking a declaration that he is the owner of the suit properties [suit property nos. 1, 2, 3 and 4] to an extent of 76.66% undivided share, as detailed in the plaint. The plaintiff is also seeking relief of partition, possession, mesne profits, and injunctive reliefs *qua* the suit properties.

9. It is stated in the plaint that the suit properties were owned by late Mr. Ashok Kumar Kanwar, who died intestate on 06.01.2010. In the plaint, the plaintiff has claimed to have purchased 77.66% undivided shares in the suit properties from some of the Class I legal heirs of late Mr. Ashok Kumar Kanwar.

10. Since the facts pleaded in the plaint were inconsistent and lacked factual clarity, learned counsel for the plaintiff, during the hearing held on 22.04.2025, explained the devolution of interest from Class I legal heirs of late Mr. Ashok Kumar Kanwar to plaintiff by submitting Chart 1 and Chart 2. The said Chart(s) bring clarity and are reproduced herein: -

Chart 1

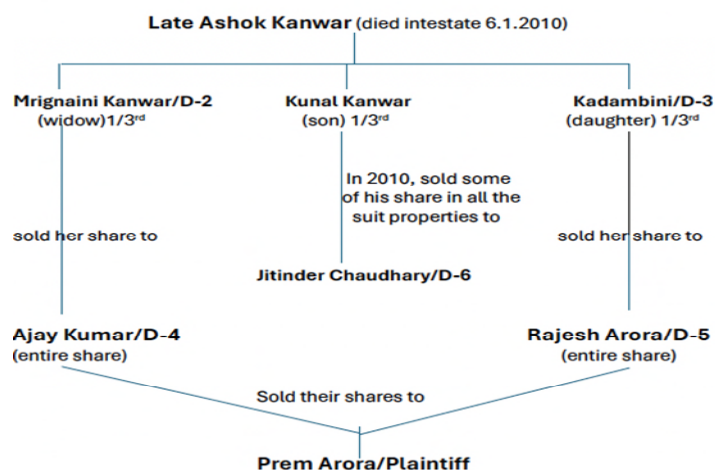
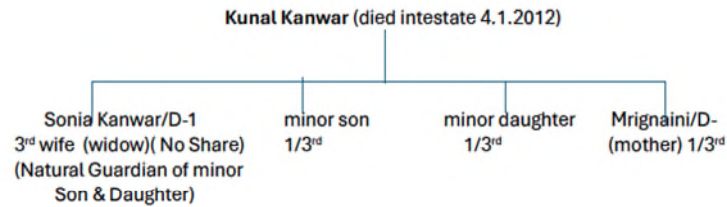


Chart 2



11. In addition, the learned counsel for the plaintiff at the hearing dated 22.04.2025, submitted four (4) supplementary Charts explaining the devolution of right, title and interest in respect of each of the suit property from the legal heirs of late Mr. Ashok Kumar Kanwar to the plaintiff. For the sake of reference, the same are referred to as Chart 3, 4, 5 and 6 respectively.

Chart 3

Property No.1

No. B-21/1, out of Khasra No.63/1 situated in the abadi, Acharya Niketan, Mayur Vihar, Phase-1, in the area of village Kotla village Shahdara, Delhi-110091. (Self-acquired property of Late Ashok Kanwar).

MRIGNAINI/D-2		KADAMBINI/D-3
33.33% share inherited after husband's (Ashok Kanwar) death.	8.33% share inherited after son's (Kunal Kanwar) death.	33.33% share inherited after father's (Ashok Kanwar) death.
Sold her entire share (33.33%) to Ajay Kumar/D-4 through Registered sale deed dt. 18.04.2016. @ pg. 148	Sold her entire share (8.33%) to Ajay Kumar/D-4 through unregistered GPA & Agreement to sell dt. 9.12.2016, Will, possession letter, Receipt of consideration amount. @ pg. 155	Sold her entire share (33.33%) to Rajesh Arora/D-5 through Registered sale deed dt. 18.04.2016. @ pg. 216
Ajay Kumar/D-4 and Rajesh Arora/D-5 sold their undivided shares to the Plaintiff vide Registered sale deed dated 26.08.2020. @pg. 34		

Chart 4



Property No.2

No. 13-A, out of Khasra no. 402 situated in the abadi of Pratap Nagar, Mayur Vihar, Phase-I, in the area of Village Gharonda Neemka Bangar, Illaqa Shahdara, Delhi-110091. (Self-acquired property of Late Ashok Kanwar)

MRIGNAINI/D-2		KADAMBINI/D-3
33.33% share inherited after husband's (Ashok Kanwar) death	8.33% share inherited after son's (Kunal Kanwar) death.	33.33% share inherited after father's (Ashok Kanwar) death.
Sold her entire share (33.33%) to Ajay Kumar/D-4 through unregistered GPA & Agreement to sell dt. 18.04.2016, Will, possession letter, Receipt of consideration amount. @ pg. 41	Sold her entire share (8.33%) to Ajay Kumar/D-4 through unregistered GPA & Agreement to sell dt. 9.12.2016, Will, possession letter, Receipt of consideration amount. @ pg. 61	Sold her entire share (33.33%) to Rajesh Arora/D-5 through unregistered GPA & Agreement to sell dt. 18.04.2016, Will, possession letter, Receipt of consideration amount. @ pg. 173
Ajay Kumar/D-4 and Rajesh Arora/D-5 sold their undivided shares to the Plaintiff vide Registered sale deed dated 26.08.2020. @pg. no. 18		

Chart 5

Property No.3

No. 13 out of Khasra no. 402 situated in the abadi of Pratap Nagar, Mayur Vihar, Phase-I, in the area of Village Gharonda Neemka Bangar, Illaqa Shahdara, Delhi-110091. (Self-acquired property of Late Ashok Kanwar)

MRIGNAINI/D-2		KADAMBINI/D-3
33.33% share inherited after husband's (Ashok Kanwar) death	8.33% share inherited after son's (Kunal Kanwar) death.	33.33% share inherited after father's (Ashok Kanwar) death.
Sold her entire share (33.33%) to Ajay Kumar/D-4 through unregistered GPA & Agreement to sell dt. 18.04.2016, Will, possession letter, Receipt of consideration amount. @ pg. 79	Sold her entire share (8.33%) to Ajay Kumar/D-4 through unregistered GPA & Agreement to sell dt. 9.12.2016, Will, possession letter, Receipt of consideration amount. @ pg. 98	Sold her entire share (33.33%) to Rajesh Arora/D-5 through unregistered GPA & Agreement to sell dt. 18.04.2016, Will, possession letter, Receipt of consideration amount. @ pg. 191
Ajay Kumar/D-4 and Rajesh Arora/D-5 sold their undivided shares to the Plaintiff vide Registered sale deed dated 26.08.2020. @pg. no. 26		



Chart 6

Property No.4

No. A-3/5 and A-3/6 out of Khasra no. 20, Acharya Niketan, Mayur Vihar, Phase-I, in the area of Village Kotla, illaqa Shahdara, Delhi-110091 (Self-acquired property of Late Ashok Kanwar)

MRIGNAINI/D-2		KADAMBINI/D-3
33.33% share inherited after husband's (Ashok Kanwar) death	8.33% share inherited after son's (Kunal Kanwar) death.	33.33% share inherited after father's (Ashok Kanwar) death.
Sold her entire share (33.33%) to Ajay Kumar/D-4 through registered sale deed dt. 18.04.2016 @ pg. 119	Sold her entire share (8.33%) to Ajay Kumar/D-4 through unregistered GPA & Agreement to sell dt. 9.12.2016, Will, possession letter, Receipt of consideration amount. @ pg. 123	Sold her entire share (33.33%) to Rajesh Arora/D-5 through Registered sale deed dt. 18.04.2016 @ pg. 143
Ajay Kumar/D-4 and Rajesh Arora/D-5 sold their undivided shares to the Plaintiff vide Registered sale deed dated 26.08.2020. @pg. no. 10		

Suppression of pending suits and disposed of proceedings, limitation, Order XXIII Rule 1(4) CPC and Order II Rule 2 CPC

12. In terms of Order VI Rules 2(1) and 4 CPC, pleadings are required to set out all material and particular facts relevant to the claims sought in the pleadings. Order VI Rule 2(1) and 4 CPC reads as under: -

“ ...

[2. Pleading to state material facts and not evidence. — (1) Every pleading shall contain, and contain only, a statement in a concise form of the material facts on which the party pleading relies for his claim or defence, as the case may be, but not the evidence by which they are to be proved.

... ”

4. Particulars to be given where necessary.—In all cases in which the party pleading relies on any misrepresentation, fraud, breach of trust, wilful default, or undue influence, and in all other cases in which particulars may be necessary beyond such as are exemplified in the forms aforesaid, particulars (with dates and items if necessary) shall be stated in the pleading.”



13. Further, Rule 7(i) of Chapter III of the Delhi High Court (Original Side) Rules, 2018 mandates every plaint to state that no similar proceeding in the same matter has previously been filed. The said Rule reads as under: -

“7. Non-filing clause. - (i) Every original proceeding shall state that no such similar proceeding in the same matter has previously been filed and without that statement, such original proceeding shall not be accepted.”

14. To comply with the obligation of the aforesaid non-filing clause in the plaint, at paragraph no. 30, it is stated that no other suit concerning this matter has been instituted by the plaintiff before any other court. The paragraph no. 30 of the plaint reads as under: -

“30. That, the Plaintiff declares that no other Suit concerning this matter has been instituted by the Plaintiff before any other Court.”

(Emphasis Supplied)

15. However, the aforesaid declaration made by the plaintiff stands falsified. At the hearing dated 24.04.2025, defendant no. 1 placed on record two (2) Charts i.e., Chart A⁸ and Chart B⁹. Chart A enlists eight (8) pending suits and Chart B enlists sixteen (16) disposed of proceedings, some of them are *inter-se* the parties herein. The said suits pertain and/or pertained to the properties, which are the subject matter of the present suit.

16. The plaintiff substantially admitted the contents of both Chart A and Chart B and subsequently, filed the same charts with an additional column recording the plaintiff's comments vis-à-vis each proceeding enlisted in the said charts. The said charts filed by the plaintiff are referred to as Chart A-

⁸ Filed along with brief synopsis filed by defendant no. 1 under the index dated 24.04.2025

⁹ Filed along with brief synopsis filed by defendant no. 1 under the index dated 24.04.2025



1¹⁰ and Chart B-1¹¹, respectively.

17. The civil proceeding¹² enlisted at Sr. No. 9 of Chart A-1 is pending before Karkardooma Courts, New Delhi [‘District Court’] and is crucial as it has a direct bearing on the alleged title of Mr. Jitender Choudhary i.e., defendant no. 6 to the suit properties. Legal heirs of late Mr. Kunal Kanwar are pursuing the said suit, wherein they have disputed the right of defendant no. 6 in the suit properties. The plaintiff has admitted in Chart A-1, that he had filed an application for seeking his impleadment and another application for seeking his substitution as the plaintiff in the said suit, which means that the plaintiff herein is adopting the stand taken by legal heirs of late Mr. Kunal Kanwar in the said proceeding. Thus, presumably the plaintiff herein is also disputing the title of defendant no. 6 in the suit properties.

However, in teeth of the controversy pending in the aforesaid civil suit; in the present suit, at paragraph nos. 2, 3 and 9 of the plaint, the plaintiff unequivocally admits the title of defendant no. 6 in the suit properties.

17.1. Thus, the plaintiff is not only guilty of suppressing the material fact that defendant no. 6’s title to the suit properties is disputed by legal heirs of late Mr. Kunal Kanwar, but by instituting the present suit on the premise that defendant no. 6’s title is admitted, the plaintiff is clearly seeking to jeopardise the claims of legal heirs of late Mr. Kunal Kanwar, which are pending adjudication before the District Court in the civil proceeding enlisted at Sr. No. 9 of Chart A-1.

18. The civil proceeding¹³ enlisted at Sr. No. 2 of Chart A-1, which is

¹⁰ Filed by the plaintiff under index dated 04.05.2025

¹¹ Filed by the plaintiff under index dated 04.05.2025

¹² CS/2723/2016 titled **Kunal Kanwar v. Jitender Chaudhary**

¹³ CS/318/2021 titled **Rajesh Kumar v. Mrignaini**



pending adjudication before the District Court, wherein a consent decree dated 27.08.2019 between defendant nos. 1, 2 and 3, recording defendant no. 1 as the absolute owner of the suit properties has been challenged. The said challenge has been made by the plaintiff herein, in the capacity of the power of attorney holder of defendant no. 5. Notably, the said suit has been instituted by the plaintiff herein, after purchasing the purported share of defendant no. 5 in the suit properties.

18.1. The plaintiff admits the pendency of the said suit, however, it is unclear as to why the plaintiff filed the said suit (before the District Court) in the name of defendant no. 5, even though he had allegedly purchased the purported share of defendant no. 5 in the suit properties.

18.2. In the present matter as well, the very same consent decree 27.08.2019 has now been challenged at paragraph no. 15 of the plaint, and that too without making any disclosure of the pendency of the aforesaid suit. The plea challenging validity of the consent decree dated 27.08.2019 is also sought to be made directly as an issue in this suit.

18.3. In view of the pendency of the said suit before the District Court, wherein the consent decree dated 27.08.2019 has already been challenged, the relief of declaration of ownership sought at prayer clause (a) in the present matter is not maintainable as the issue of ownership is already pending consideration in the said civil suit.

18.4. Moreover, it is trite law that two (2) suits cannot be simultaneously maintained by the same party for the same reliefs arising out of same cause of action. In this regard, it would be relevant to refer to the judgment passed by the Co-ordinate Bench of this Court in **Som Nath Kalra v. Deepa Kalra and Others**¹⁴, wherein it was held as under: -

¹⁴ 2023:DHC:5767



“7. At this stage, it may also be appropriate to refer to Section 10 of the Code of Civil Procedure (CPC) which reads as under and provides that no Court ought to continue with the trial of any suit in which the matter in issue is directly and substantially in question in a previously instituted suit between the same parties.

...

8. It is evident that the objective of Section 10 CPC is to prevent Courts of concurrent jurisdiction from simultaneously entertaining and adjudicating upon two parallel litigations in respect of the same cause of action, the same subject matter and the same relief. This provision is not only meant to obviate the possibility of two contradictory verdicts in the same matter by two different Courts but is also to save the parties from multiplicity of cases. In the present case, once the plaintiff admits that a suit for partition of the very same property filed at the behest of defendant no.1 is pending adjudication before the learned ADJ, the present suit would be clearly hit by Section 10 of the CPC.

...

10. Once the plaintiff, as a defendant in CS DJ No. 482/2022, has already prayed for his share in the very same suit property, of which partition is being sought in the present suit, permitting the plaintiff to prosecute the present suit would, in my opinion be clearly violative of Section 10 CPC. In the ordinary course, this Court would have stayed the proceedings in the present suit till the pendency of CS DJ No. 482/2022. However, taking into account that summons are yet to be issued in the present suit, no useful purpose would be served in first issuing summons and then staying the suit to await the outcome of CS DJ No. 482/2022. I, am, therefore of the opinion that this is a fit case where the plaint ought to be rejected and returned to the plaintiff.”

(Emphasis Supplied)

18.5. A Similar view has been taken in the judgment passed by this Bench in **Smt. Priyanka Alias Anuradha Sharma v. Amandeep Bhardwaj and Others**¹⁵.

18.6. As per Section 10 of CPC, a suit is liable to be stayed, where the matter in issue is directly and substantially in question in a previously instituted suit between the same parties. However, since no summons have been issued in this suit following the dicta of **Som Nath Kalra v. Deepa**

¹⁵ 2024:DHC:7734 [Paragraph nos. 12 and 13]



Kalra (supra), this suit is liable to be rejected.

18.7. In addition, the challenge to the said consent decree dated 27.08.2019 in the present plaint, which was filed on 07.01.2025, would be barred by limitation, as it is beyond three (3) years.

19. The civil proceeding¹⁶ enlisted at Sr. No. 7 of Chart B-1 was filed by the plaintiff against defendant no. 1, seeking declaration, rendition of accounts and permanent injunction *qua* the suit properties. The said suit was filed on the fundamental premise that the plaintiff herein is the owner of the suit properties to an extent of undivided share of 77.66%. In the said proceedings, the plaintiff herein, had also sought an injunction, thereby restraining defendant no. 1 herein from interfering in his peaceful possession to the suit properties, as well as rendition of accounts in respect of rent collected from the tenants. The claim of the plaintiff that he is an owner of 77.66% undivided share, and is in possession of the suit properties was elaborately pleaded in the said suit.

However, the said suit was unconditionally withdrawn by the plaintiff herein on 18.05.2023. It is pertinent to note that the said order dated 18.05.2023, records the plaintiff's disrespectful and unbecoming conduct while addressing the learned Civil Judge. The proceedings recorded in the order reflects the plaintiff's complete disregard for the authority of the Court.

19.1. The filing of the said suit and its unconditional withdrawal by the plaintiff, bars the plaintiff from instituting the present suit under Order XXIII Rule 1(4) CPC, which precludes a fresh suit on the same cause of action unless liberty to file afresh was expressly granted, which in this case, was not granted by the concerned Court.

¹⁶ CS/103/2021 titled **Prem Arora v. Sonia Kanwar**



19.2. Merely, tweaking the language of the reliefs in the present plaint, does not whittle down the fact that the said suit filed before the District Court was substantially based on the same cause of action as pleaded for in the present suit. Even assuming the reliefs are distinct, since they arise from the same cause of action and were not prayed for in the previous withdrawn suit, since no leave was sought the relief sought in the present suit are barred by Order II Rule 2 CPC.

20. The civil proceedings¹⁷ enlisted at Sr. Nos. 7 and 8 of Chart B-1 as well were instituted by the plaintiff on 25.01.2021, asserting that he is the owner of 77.66% undivided share in the suit properties and is in possession of the same. However, in the present suit filed on 07.01.2025, the plaintiff admits that he is not in possession and, has in fact, sought a decree for possession. Notably, the preset plaint contains no plea as to how and when the plaintiff was dispossessed from the suit properties.

The inconsistency in the pleas is relevant, particularly in light of the categorical assertion by defendant no. 1 that the plaintiff was never in possession of the suit properties. The suppression of the earlier proceedings is therefore not inconsequential; rather, it casts serious doubt on the veracity of the documents executed by defendant nos. 4 and 5 in favour of the plaintiff on 26.08.2020.

Defendant nos. 2 and 3 on plaintiff's own showing had cancelled the GPA executed in favour of defendant nos. 4 and 5 on 10.01.2020 and thus, defendant nos. 4 and 5 could not have executed title documents *qua* the suit properties in favour of the plaintiff on 26.08.2020. The intent of the plaintiff and defendant nos. 4 and 5, to create a cloud on the title of defendant no. 1

¹⁷ CS/103/2021 titled **Prem Arora v. Sonia Kanwar** and CS/101/2021 titled **Prem Arora v. EDMC**, respectively



to the suit properties is writ large.

21. At this juncture, it would be apposite to refer to the judgment passed by the Supreme Court in **S.P. Chengalvaraya Naidu v. Jagannath**¹⁸, has opined that a litigant who withholds a document in order to gain advantage on the other side, such litigant would be guilty of playing fraud on the court. The relevant paragraphs of the said judgment read as under:

“5. The High Court, in our view, fell into patent error. The short question before the High Court was whether in the facts and circumstances of this case, Jagannath obtained the preliminary decree by playing fraud on the court. The High Court, however, went haywire and made observations which are wholly perverse. We do not agree with the High Court that “there is no legal duty cast upon the plaintiff to come to court with a true case and prove it by true evidence”. The principle of “finality of litigation” cannot be pressed to the extent of such an absurdity that it becomes an engine of fraud in the hands of dishonest litigants. **The courts of law are meant for imparting justice between the parties. One who comes to the court, must come with clean hands.** We are constrained to say that more often than not, process of the court is being abused. Property-grabbers, tax-evaders, bank-loan-dodgers and other unscrupulous persons from all walks of life find the court-process a convenient lever to retain the illegal gains indefinitely. **We have no hesitation to say that a person, who's case is based on falsehood, has no right to approach the court. He can be summarily thrown out at any stage of the litigation.**”

6. The facts of the present case leave no manner of doubt that Jagannath obtained the preliminary decree by playing fraud on the court. A fraud is an act of deliberate deception with the design of securing something by taking unfair advantage of another. It is a deception in order to gain by another's loss. It is a cheating intended to get an advantage. Jagannath was working as a clerk with Chunilal Sowcar. He purchased the property in the court auction on behalf of Chunilal Sowcar. He had, on his own volition, executed the registered release deed (Ex. B-15) in favour of Chunilal Sowcar regarding the property in dispute. He knew that the appellants had paid the total decretal amount to his master Chunilal Sowcar. Without disclosing all these facts, he filed the suit for the partition of

¹⁸ (1994) 1 SCC 1



the property on the ground that he had purchased the property on his own behalf and not on behalf of Chunilal Sowcar. Non-production and even non-mentioning of the release deed at the trial is tantamount to playing fraud on the court. We do not agree with the observations of the High Court that the appellants-defendants could have easily produced the certified registered copy of Ex. B-15 and non-suited the plaintiff. A litigant, who approaches the court, is bound to produce all the documents executed by him which are relevant to the litigation. If he withholds a vital document in order to gain advantage on the other side then he would be guilty of playing fraud on the court as well as on the opposite party.

(Emphasis Supplied)

22. Admittedly, the fact of pendency of the aforesaid civil suit(s), institution and withdrawal of the disposed of suits by the plaintiff, which pertains to identical issues *qua* the suit properties, was not disclosed in the present plaint. Such concealment by the plaintiff not only strikes at the root of the plaintiff's bona fides but also amounts to material suppression and misrepresentation as well violates the duty of full disclosure, which is essential for seeking equitable relief. This conscious suppression by the plaintiff is in breach of the obligation to approach the court with clean hands and disentitles the plaintiff to any relief.

No title vests in the plaintiff vis-à-vis property nos. 2 and 3 and therefore no cause of action

23. In regard to property no. 2 and property no. 3, the plaintiff has set out in the corresponding Chart Nos. 4 and 5 for property nos. 2 and 3 [which have been reproduced hereinabove] that the right, title and interest of defendant nos. 2 and 3 in these suit properties devolved upon defendant nos. 4 and 5 through unregistered GPA, Agreement to Sell, Will, Possession letter, receipt for consideration. It is also admitted in the plaint that the GPA dated 10.05.2016 execute in the favour of defendant nos. 4 and 5 was revoked by defendant nos. 2 and 3 vide deed dated 10.01.2020.



24. The plaintiff claims that defendant nos. 4 and 5 sold their undivided share in the aforesaid property nos. 2 and 3 vide sale deed dated 26.08.2020.

25. Firstly, by virtue of GPA, Agreement to Sell, Will, or similar documents, no right, title or interest is created in favour of defendant nos. 4 and 5. Under settled law, transfer of title in immovable property can only be effect by a registered sale deed. Admittedly, no registered sale deeds were executed by defendant nos. 2 and 3 in favour of defendant nos. 4 and 5. Consequently, defendant nos. 4 and 5 did not acquire ownership rights in the suit properties.

26. Secondly, in the sale deed dated 26.08.2020, defendant nos. 4 and 5 have purported to transfer the ownership of the suit properties to the plaintiff on the premise that defendant nos. 4 and 5 are lawful owners of the of the property. However, their claim to ownership is based solely on customary documents such as the GPA, ATS, and Will executed by defendant nos. 2 and 3, which do not, in law, confer any right, title, or interest in immovable property. [Re. **Shakeel Ahmed v. Syed Akhlaq Hussain**¹⁹]. The relevant paras of the Supreme Judgment read as under: -

“10. Having considered the submissions at the outset, it is to be emphasized that irrespective of what was decided in the case of *Suraj Lamps and Industries* (supra) the fact remains that no title could be transferred with respect to immovable properties on the basis of an unregistered Agreement to Sell or on the basis of an unregistered General Power of Attorney. The Registration Act, 1908 clearly provides that a document which requires compulsory registration under the Act, would not confer any right, much less a legally enforceable right to approach a Court of Law on its basis. Even if these documents i.e. the Agreement to Sell and the Power of Attorney were registered, still it could not be said that the respondent would have acquired title over the property in question. At best, on the basis of the registered agreement to sell, he could have claimed relief of specific performance in appropriate

¹⁹ 2023 SCC OnLine SC 1526 [Paragraph nos. 10, 11 and 12]



proceedings. In this regard, reference may be made to sections 17 and 49 of the Registration Act and section 54 of the Transfer of Property Act, 1882.

11. Law is well settled that no right, title or interest in immovable property can be conferred without a registered document. Even the judgment of this Court in the case of *Suraj Lamps & Industries (supra)* lays down the same proposition. Reference may also be made to the following judgments of this Court:

(i). *Ameer Minhaj v. Deirdre Elizabeth (Wright) Issar*

(ii). *Balram Singh v. Kelo Devi*

(iii). *Paul Rubber Industries Private Limited v. Amit Chand Mitra*

12. The embargo put on registration of documents would not override the statutory provision so as to confer title on the basis of unregistered documents with respect to immovable property. Once this is the settled position, the respondent could not have maintained the suit for possession and mesne profits against the appellant, who was admittedly in possession of the property in question whether as an owner or a licensee.”

(Emphasis Supplied)

Therefore, the sale deed(s) dated 26.08.2020 executed by defendant nos. 4 and 5 in favour of the plaintiff are *non-est* and do not create any valid title in the suit properties.

27. Thirdly, since the GPAs previously executed by defendant nos. 2 and 3 in favour of defendant nos. 4 and 5 stood revoked on 10.01.2020. Consequently, defendant nos. 4 and 5 were divested of any authority to act on behalf of defendant nos. 2 and 3, thus defendant nos. 4 and 5 could not have executed any documents in the capacity of attorneys thereafter.

28. Fourthly, the only legal remedy available to defendant nos. 4 and 5 was to seek specific performance of the respective ATS, purportedly executed in their favour. However, despite knowledge of the revocation dated 10.01.2020, defendant nos. 4 and 5 failed to initiate any such proceedings for specific performance within the prescribed limitation period of three (3) years.

29. In view of the foregoing, no right, title or interest has accrued to the



plaintiff in respect of suit property nos. 2 and 3 on the basis of the sale deed(s) dated 26.08.2020. Accordingly, the plaintiff therefore has no subsisting cause of action to maintain the present suit.

Defendant nos. 2 and 3 are left with no right title or interest in the suit properties and therefore plaintiff has no cause of action for seeking the reliefs

30. The plaintiff at paragraph no. 8 of the plaint, has disclosed the execution and existence of relinquishment deed(s) dated 12.01.2010 and 27.01.2010 executed by defendant no. 3, relinquishing all her right, title or interest in the suit properties in favour of late Mr. Kunal Kanwar.

31. Further, at paragraph no. 10 of the plaint, the plaintiff has pleaded knowledge of a Memorandum of Family Settlement ['MoFS'] dated 31.07.2013, wherein defendant nos. 2 and 3 had acknowledged and confirmed that they shall no claim any share, tile or interest in the suit properties, and that defendant no. 1 as well as her minor children shall be the exclusive owner of the suit properties. Notably, plaintiff is a witness to the said MoFS. The said MoFS has been filed on record by the plaintiff as Document 1.

32. Similarly, at paragraph 15 of the plaint, the plaintiff has pleaded that a consent decree was passed on 27.08.2019 between defendant nos. 1 to 3 as well as Ms. Sunita, whereunder defendant nos. 2 and 3 along with Ms. Sunita reiterated and confirmed that they will not claim any right, title or interest in the suit properties.

33. In these facts, it is evident that the plaintiff was personally aware that defendant nos. 2 and 3 had relinquished all their right, title and interest in the suit properties in favour of late Mr. Kunal Kanwar, as early as in 2010 as well as in 2013 and had further reaffirmed the same position through the consent decree dated 27.08.2019.



34. In these facts, no title rights in the suit properties has accrued in favour of the plaintiff by virtue of the sale deed(s) dated 26.08.2020. The plaintiff is ex-facie not a bona fide purchaser. Accordingly, the plaintiff has no subsisting cause of action to maintain the present suit.

The close familial relationship of the plaintiff with defendant nos. 1 to 5

35. The plaintiff is the spouse of the maternal aunt [i.e., *Mausa*] of defendant no.1.

36. The paragraph nos. 12 and 13 of the plaint disclose that there was a prior litigation between the plaintiff and defendant no. 1 in the year 2015 concerning the suit properties. In the aforesaid litigation, the plaintiff sought to assert 100% ownership over the suit properties on basis of unregistered documents, including a GPA, Agreement to Sell, and Will. Pursuant to the initiation of criminal proceedings by defendant no. 1 against the plaintiff herein, the said documents were returned and cancelled in the year 2015.

37. The plaintiffs renewed attempt to assert title over the suit properties by virtue of the sale deed(s) date 26.08.2020 is devoid of bona fides and appears to be a continuation of his earlier failed attempts.

38. In view of the relinquishment deeds executed by defendant no. 3 in the year 2010, MoFS dated 31.07.2013 and the settlement decree dated 27.08.2019, defendant nos. 2 and 3 were left with no right, title or interest in the suit properties.

39. Consequently, any rights purportedly acquired by defendant nos. 4 and 5 from defendant nos. 2 and 3 arising under the sale deed(s) dated 18.04.2016 are *non-est*, in view of the MoFS dated 31.07.2013 and the settlement decree dated 27.08.2019.

40. Pertinently, defendant nos. 4 and 5 are brothers of the plaintiff. The alleged purchase of the suit properties by defendant nos. 4 and 5 in the year



2016 from defendant nos. 2 and 3 does not appear to be an arm's length transaction, given the history of litigation in these suit properties in the year 2015 between plaintiff and defendant no. 1.

41. The plaintiff, being the brother of defendant nos. 4 and 5, indicates a close familial relationship that raises serious doubt about the genuineness of the transactions *qua* the suit properties, by the said three brothers.

42. The execution of the sale deed(s) dated 26.08.2020 by defendant nos. 4 and 5 in favour of the plaintiff after the passing of the decree dated 27.08.2019 is, therefore, *prima facie* collusive and appears to be a deliberate attempt to create a cloud on the title of defendant no. 1 in respect of the suit properties.

Lack of clarity in this suit which will lead to embarrassment of trial

43. A perusal of paragraph nos. 10 to 13 of the plaint shows that the plaintiff unequivocally admits that the 1/3rd share of late Mr. Kunal Kanwar in the suit properties devolved upon defendant no. 1 and her minor children. However, at paragraph nos. 2, 3 and 9 of the plaint, the plaintiff contradictorily pleads that late Mr. Kunal Kanwar's share devolved upon defendant no. 6. Even during the oral submissions, the plaintiff had contended that 22.34% of the suit properties, representing the share of Late Shri Kunal Kanwar, had devolved upon defendant no. 6. If permitted to proceed to trial on such irreconcilable and self-contradictory claims to Late Shri Kunal Kanwar's 1/3rd share in the suit properties, the suit would undoubtedly result in protracted proceedings and embarrassment to the trial process.

44. At this stage, it would be relevant to refer to judgment passed by the Supreme Court in **Sopan Sukhdeo Sable and Others v. Assistant Charity**



Commissioner and Others²⁰ while discussing the spectrum of Order VII Rule 11 CPC in the legal ambit had opined that an omission of a single material fact would lead to an incomplete cause of action had also and the plaint would become bad. The relevant paragraphs of the said judgment are as under: -

“20. There is distinction between “material facts” and “particulars”. The words “material facts” show that the facts necessary to formulate a complete cause of action must be stated. Omission of a single material fact leads to an incomplete cause of action and the statement or plaint becomes bad. The distinction which has been made between “material facts” and “particulars” was brought by Scott, L.J. in Bruce v. Odhams Press Ltd. [(1936) 1 KB 697 : (1936) 1 All ER 287 (CA)] in the following passage : (All ER p. 294)

“The cardinal provision in Rule 4 is that the statement of claim must state the material facts. The word ‘material’ means necessary for the purpose of formulating a complete cause of action; and if any one ‘material’ statement is omitted, the statement of claim is bad; it is ‘demurrable’ in the old phraseology, and in the new is liable to be ‘struck out’ under R.S.C. Order 25 Rule 4 (see Philipps v. Philipps [(1878) 4 QBD 127]); or ‘a further and better statement of claim’ may be ordered under Rule 7.

The function of ‘particulars’ under Rule 6 is quite different. They are not to be used in order to fill material gaps in a demurrable statement of claim — gaps which ought to have been filled by appropriate statements of the various material facts which together constitute the plaintiff's cause of action. The use of particulars is intended to meet a further and quite separate requirement of pleading, imposed in fairness and justice to the defendant. **Their function is to fill in the picture of the plaintiff's cause of action with information sufficiently detailed to put the defendant on his guard as to the case he had to meet and to enable him to prepare for trial.”**

The dictum of Scott, L.J. in Bruce case [(1936) 1 KB 697 : (1936) 1 All ER 287 (CA)] has been quoted with approval by this Court in Samant N. Balkrishna v. George Fernandez [(1969) 3 SCC 238]

²⁰ (2004) 3 SCC 137



and the distinction between “material facts” and “particulars” was brought out in the following terms : (SCC p. 250, para 29)

“The word ‘material’ shows that the facts necessary to formulate a complete cause of action must be stated. Omission of a single material fact leads to an incomplete cause of action and the statement of claim becomes bad. The function of particulars is to present as full a picture of the cause of action with such further information in detail as to make the opposite party understand the case he will have to meet.”

Rule 11 of Order 7 lays down an independent remedy made available to the defendant to challenge the maintainability of the suit itself, irrespective of his right to contest the same on merits. The law ostensibly does not contemplate at any stage when the objections can be raised, and also does not say in express terms about the filing of a written statement. Instead, the word “shall” is used, clearly implying thereby that it casts a duty on the court to perform its obligations in rejecting the plaint when the same is hit by any of the infirmities provided in the four clauses of Rule 11, even without intervention of the defendant. In any event, rejection of the plaint under Rule 11 does not preclude the plaintiffs from presenting a fresh plaint in terms of Rule 13.”

(Emphasis supplied)

45. During the course of the hearing, learned senior counsel appearing for the plaintiff, on instructions, sought to withdraw the present suit with liberty to institute fresh proceedings after making full and proper disclosures. This Court has not acceded to the said request as in this Court’s opinion, the plaintiff’s non-disclosure of material facts was not inadvertent but deliberate and concerted. It is further noted that the rejection of the plaint in this suit is not founded solely on the ground of suppression of material facts, but also independently on the ground of the absence of a sustainable cause of action as well as barred in law.

46. The plaintiff by suppressing the material facts pertaining to the pending litigations *inter-se* the parties herein *qua* the suit properties has not



only misled the court but has also played fraud upon this Court. Thus, in view of the aforesaid and the law settled by the Supreme Court in **S.P. Chengalvaraya Naidu v. Jagannath** (supra) and **Sopan Sukhdeo Sable and Others v. Assistant Charity Commissioner and Others** (supra), the plaint is held to be not maintainable and is accordingly liable to be rejected under Order VII Rule 11(a) CPC.

47. Pending applications, if any, stands dismissed.

48. The plaintiff is directed to pay costs of Rs. 50,000/- to defendant no. 1 within two (2) weeks.

MANMEET PRITAM SINGH ARORA
(JUDGE)

MAY 15, 2025/hp /AKP/MG

Click here to check corrigendum, if any