

**In the High Court at Calcutta
Civil Appellate Jurisdiction
Appellate Side**

**The Hon'ble Mr. Justice Sabyasachi Bhattacharyya
And
The Hon'ble Mr. Justice Supratim Bhattacharya**

**F.A. No. 450 of 2025
IA No: CAN 1 of 2025**

**Bajnath Singh
Vs.
Vijay Singh**

For the appellant	:	Mr. Debasis Sur, Mr. Dilip Kumar Das, Mr. Amitava Chowdhury
For the respondent	:	Mr. Rahul Karmakar, Mr. K. N. Jana, Mr. Soumojit Saha
Heard and reserved on	:	20.01.2026
Judgment on	:	28.01.2026

Sabyasachi Bhattacharyya, J.:-

1. The plaintiff/appellant is the father of the defendant/respondent.
2. The present appeal arises out of a suit filed by the plaintiff/appellant for the following reliefs:

(a) That a decree of declaration be passed declaring that the aforesaid deed of gift being No. I-355 of the year 2006 of the office of the ADSR,

Asansol is void as has been obtained by the Defendant by practicing fraud, undue influence and misrepresentation upon the plaintiff.

- (b) That a further decree of declaration be passed declaring that the said deed of gift being No. I-355 for the year 2006 of the office of the Additional District Sub-Registrar, Raniganj is void ab-initio, no nest and the same is to be cancelled.*
- (c) That a decree of permanent injunction be passed restraining the defendant & his men, agents, employees, executors from transferring, alienating the suit property and from changing the nature and character of the same.*
- (d) A copy of the decree be sent to the Additional District Sub-Registrar, Raniganj to expunge the instrument being No. I-355 of the year 2006 of the Additional District Sub-Registrar, Raniganj.*
- (e) that a decree for cost of the suit.*
- (f) That any other or further relief and/or reliefs to which the plaintiff is entitled to get be also passed.*

3. By the impugned deemed decree, the plaint of the said suit was rejected on an application filed by the defendant/respondent under Order VII Rule 11 (a) and (d) of the Code of Civil Procedure (hereinafter referred to as “the Code”), *inter alia* on the ground that the suit was *ex facie* barred by limitation and the cause of action was illusory and vexatious, in view of suppression of material facts.

4. Learned counsel for the plaintiff/appellant argues that, while adjudicating an application under Order VII Rule 11 of the Code,

the court has to look only at the plaint pleadings and not any extraneous document. As per the pleadings of the plaint, it is argued, the plaintiff came to know for the first time that a lease deed intended to be executed by the plaintiff in favour of the defendant on January 19, 2006 had been surreptitiously converted to a deed of gift, only on February 24, 2022, when the defendant/respondent and his in-laws' family, accompanied by anti-social elements, came to the suit property to oust the plaintiff/appellant and disclosed about such purported deed. The suit was instituted soon thereafter, in the month of April, 2022 itself and is, thus, well within time.

5. It is argued that the learned Trial Judge proceeded on the premise that the factum of subsequent execution of another lease deed by the plaintiff, as alleged by the defendant, was suppressed in the plaint. Such fact was construed by the learned Trial Judge to be material, non-disclosure of which vitiated the suit itself. However, it is argued that the said lease deed is in respect of a different property than the suit property and is unconnected with the cause of action of the present suit and, at best, can be relied on by the defendant during trial. Thus, it was premature for the learned Trial Judge to reject the plaint on the basis of such unconnected lease deed, which is not even material for the purpose of the suit, as framed.

6. Thus, it is submitted that the impugned deemed decree ought to be set aside.
7. Learned counsel for the defendant/respondent submits that the execution of a subsequent lease deed by the plaintiff himself in favour of the defendant/respondent was germane for adjudication of the suit. Thus, suppression of such fact was rightly construed by the learned Trial Judge to be vexatious, rendering the cause of action illusory.
8. It is submitted that the plaintiff's intention to execute a lease deed on January 19, 2006 in respect of the dwelling house of the plaintiff where the plaintiff stayed, as alleged in the plaint, would be absurd. Moreover, the size of the suit property, which is a residential premise, is small and not viable for commercial exploitation by opening a fuel retail outlet, as alleged in the plaint. Thus, the plaint story of the plaintiff executing the impugned deed of gift under the impression that he was executing a lease deed in respect of the suit property is frivolous and vexatious. As such, the learned Trial Judge rightly nipped the suit in the bud.
9. The respondent contends that the execution of the other lease deed acquires relevance, since the subject-property covered by the said deed is much larger than the suit property and did not comprise of the dwelling house of the plaintiff; as such, execution of the lease deed in respect of such other property for the purpose of opening fuel distribution outlets, was much more credible. If the factum of

execution of the subsequent lease deed was disclosed in the plaint, it would become evident that since such deed was executed in respect of a larger plot which was commercially exploitable, the plaint story of the plaintiff's impression that he was executing a lease deed in respect of the self-same property, would be palpably falsified. Moreover, the execution of such other lease deed in the same year as the present impugned deed for similar purpose (opening fuel retail outlet) would also render incredible the story of the plaintiff's intention to execute a lease deed on January 19, 2006.

10. Hence, it is argued that the learned Trial Judge rightly rejected the plaint as vexatious and frivolous for suppression of such material fact, which was germane to falsify the plaint case.
11. It is next contended that admittedly the impugned gift deed was executed by the plaintiff as long back as on January 19, 2006, whereas the present suit has been filed only in the year 2022, that is, 16 years thereafter. Thus, the learned Trial Judge rightly held that the suit is *ex facie* time-barred on the basis of the plaint pleadings and rejected the plaint.
12. Learned counsel for the defendant/respondent cites a judgment of a learned Single Judge of the Karnataka High Court in the matter of *Durga Projects and Infrastructure Pvt. Ltd. v. S. Rajagopala Reddy and Others*, reported at 2019 SCC OnLine Kar 3090, in support of his contention that the plaint can be rejected if it is

drafted cleverly, suppressing material facts, within the contemplation of Order VII Rule 11 of the Code.

13. Learned counsel also cites a judgment of a learned Single Judge of this Court in *State Trading Corporation of India Limited & Anr. v. Glencore Grain B.V.*, reported at (2016) 1 CHN 581, where the suit was dismissed in a proceeding under Order VII Rule 11 of the Code by taking into consideration the suppression of material facts.
14. Learned counsel for the respondent next relies on another unreported Single-Judge decision of this Court in *C.O. 3929 of 2022 (Sri Abhijit Joy Ghosh v. Sri Amit Kumar Ghosh)*, where it was held by the learned Single Judge that the plaint did not disclose a cause of action, in view of the pleadings being incomplete and inadequate as well as vague.
15. Lastly, learned counsel cites *Padhiyar Prahladi Chenaji (Deceased) Through Legal Representatives v. Maniben Jagmalbhai (Deceased) Through Legal Representatives and Others*, reported at (2022) 12 SCC 128, where the plaint was rejected on the ground of limitation.
16. On the premise of the above reports, the respondent argues that the court, while considering an application under Order VII Rule 11 of the Code, may very well look into suppression of material facts and documents relevant to assess whether the plaint pleadings are vexatious, the cause of action is illusory and the plaintiff is guilty of suppression of material facts. Thus, it is submitted that the appeal ought to be dismissed.

17. Heard learned counsel for the parties.
18. The first ground on which the plaint was rejected by the learned Trial Judge was that the suit was *ex facie* barred by limitation. It is a well-settled principle of law that for the purpose of adjudication of an application under Order VII Rule 11 of the Code, the court can only confine itself within the four corners of the plaint, looking into the pleadings of the plaint and, as best, documents filed with the plaint or referred to therein.
19. As reiterated in *Mayar (H.K.) Ltd. and others v. Owners & Parties, Vessel M.V. Fortune Express and others*, reported at (2006) 3 SCC 100, which was cited by the plaintiff/appellant in the Trial Court, the question of fraud, misrepresentation or undue influence may require evidence and ordinarily the question of limitation involves mixed questions of fact and law and cannot be decided at the Order VII Rule 11 stage.
20. The settled propositions of law regarding adjudication of Order VII Rule 11 applications are enumerated hereinbelow:
 - (i) The court has to confine itself only to the plaint pleadings and the documents filed with or referred to in the plaint; extraneous materials, neither pleaded nor referred to in the plaint, cannot be looked into at that stage.
 - (ii) The entire plaint pleadings have to be read harmoniously and meaningfully, without selectively culling out isolated

portions of the same, for the purpose of deciding an application for rejection of plaint.

- (iii) In case of bar of law or non-disclosure of cause of action, the same has to be *ex facie* apparent from the plaint pleadings; if detailed evidence, either documentary or oral, is required to decide such questions, the suit has to go to trial and the plaint cannot be rejected at the outset.
- (iv) Even if the plaint is rejected on the ground of vexatious/illusory pleadings, the rudiments of the ingredients for such finding must be evident from the plaint pleadings themselves; otherwise, the court has to relegate the matter to trial.

21. For adjudicating the issue as to whether the plaint, in the present case, was *ex facie* barred by limitation, the relevant paragraphs thereof are to be looked into.

22. In Paragraph No. 5 of the plaint, it has been pleaded that on the 19th day of January, 2006, as per request of the defendant, the plaintiff, his wife, son and daughters, accompanied by the defendant, went to the office of the Additional District Sub-Registrar, Raniganj for executing a lease deed in favour of the defendant (plaintiff's son) with regard to the Plot Nos. 1390 and 1390/3146 within Mouza: Jamuria and that the defendant requested the plaintiff to put his signature in a stamp paper and some typed papers in a hurried manner. The plaintiff, according to

the pleadings in said paragraph, having *bona fide* faith upon his son, that is the defendant, put his signature on the document-in-question without going through contents thereof and nobody explained the recital of the deed to the plaintiff.

- 23.** It is argued that the plaintiff continued to reside in the suit property at LR Plot No. 1387/3358 along with his family and such possession was never disturbed.
- 24.** In Paragraph No. 8 of the plaint, it was pleaded that all on a sudden on 24th February, 2022, the defendant and members of his in-laws' family, accompanied with some anti-social elements, came to the suit property and directed the plaintiff and family members to quit and vacate the suit property, claiming that the defendant became the owner of the suit property by virtue of the purported deed of gift executed by the plaintiff in favour of the defendant. As per the said paragraph of the plaint, a photocopy of the impugned deed was produced to the plaintiff at this juncture, when the plaintiff first came to know of the deed.
- 25.** According to Paragraph No. 17 of the plaint, a certified copy of the deed of gift was obtained on March 25, 2022 and the suit was filed thereafter in the month of April, 2022.
- 26.** Thus, as per the plaint pleadings, although the deed-in-question was physically executed by the plaintiff on January 19, 2006, the defendant never asserted his title on the strength of such deed, by portraying the same to be a gift deed, and the plaintiff, along with

the rest of his family, continued to reside in the suit property, was the subject-matter of the said impugned deed all along.

- 27.** As per the plaint, for the first time on February 24, 2022, when the defendant, accompanied by his in-laws and anti-socials, came to the suit property and threatened the plaintiff of dispossession, brandishing a photocopy of the purported impugned deed, did the plaintiff first learn that the document which he thought he had executed as a lease deed had been converted to a deed of gift.
- 28.** The suit, being one to cancel or set aside an instrument, is governed by Article 59, under Part-IV of the Schedule to the Limitation Act. As per Article 59, the period of limitation is three years and the date of commencement of limitation is “*when the facts entitling the plaintiff to have the instrument ... cancelled or set aside ... first become known to him*”. Applying the said provision, a bare perusal of the plaint case shows that the limitation for challenging the deed of gift started in the month of February, 2022, that is, two months prior to filing of the suit when the facts entitling the plaintiff to have the purported deed of gift cancelled or set aside first became known to him.
- 29.** Contrary to the opinion formed by the learned Trial Judge, the date of execution of the instrument was not the starting point of limitation, since on that date the plaintiff/appellant was under the impression that he was executing a lease deed in respect of a different property; rather, the date when the defendant/respondent

first asserted title on the strength of the purported deed of gift in the month of February, 2022, is when the existence of such purported deed, which is the fact entitling the plaintiff to have the instrument cancelled or set aside, became known to him.

- 30.** Thus, by no stretch of imagination can it be said that the suit is *ex facie* barred by limitation, on a meaningful reading of the plaint pleadings. Hence, the learned Trial Judge erred in law and committed a perversity in rejecting the plaint on the ground of limitation.
- 31.** The second ground on which the learned Trial judge proceeded was the confusion between suppression of material facts and the cause of action being illusory.
- 32.** The premise of such finding is the statement made by the defendant/respondent in his application under Order VII Rule 11 of the Code to the effect that the plaintiff executed a lease deed in favour of the defendant on August 25, 2006 in respect of Plot Nos. 1390 and 1390/3146 within Mouza: Jamuria, that is, the suit property. However, even the rudiments of any pleading to that effect are absent in the plaint.
- 33.** As observed above, while deciding an application under Order VII Rule 11 of the Code, the court can only consider the plaint pleadings and the documents filed with or relied upon in the plaint and cannot go beyond such limited conspectus. Thus, in the absence of even rudiments or ingredients of the existence of any

such deed finding place in the plaint, the Trial Court erred in law and in fact in rejecting the plaint on the ground of suppression of such purported fact.

- 34.** Although the defendant would be entitled during trial, if so pleaded in his written statement, to raise the question as to whether the execution of a subsequent lease deed in respect of the self-same land, for which the plaintiff allegedly intended to execute the impugned deed, might give rise to a doubt regarding the plaint case, such question would have to be resolved by framing an issue in the suit in that regard and upon taking evidence as to the existence of such subsequent lease deed in the first place. However, it would be premature for the trial court, at the stage of hearing an application under Order VII Rule 11, to enter into such question, taking the averments in the Order VII Rule 11 application as sacrosanct.
- 35.** In the absence of any such pleading coming on record on the date of passing of the impugned deemed decree by way of pleading in the written statement, and without any evidence being led as to the existence of such subsequent lease deed, it was utterly premature for the Trial Court to reject the plaint at the threshold on the premise that such subsequent lease deed existed, without granting any opportunity to the parties to lead evidence on the veracity of such allegation.

- 36.** Order VI Rule 1 of the Code specifies that “pleading” shall mean plaint or written statement. Order XIV, Rule 1(1) of the Code provides that issues arise when a material proposition of fact and law are affirmed by one party and denied by the other. Thus, no issue can be framed unless the pleadings are complete and the material facts which are disputed by the parties come before the court to enable it to frame issues on the same.
- 37.** Hence, the learned Trial Judge acted without jurisdiction in rejecting the plaint at the outset on the premise of alleged concealment of a subsequent document without such fact being pleaded by the defendant in his written statement as yet and/or any issue having been framed thereon, thereby going beyond the four corners of the plaint, which is not permissible in law while adjudicating an application under Order VII Rule 11 of the Code.
- 38.** Thus, the learned Trial Judge erred in law in rejecting the plaint on the ground of suppression of material facts which are yet to be seen in the light of the defendant/respondent’s written statement, insofar as the suit is concerned.
- 39.** It is well-settled that Clause (a) of Rule VII Rule 11 contemplates rejection of a plaint where it “does not disclose” a cause of action. It is trite law that “non-disclosure of cause of action” cannot be equated with the plaintiff having “no cause of action” or the cause of action being insufficiently proved. The learned Trial Judge violated such cardinal principle of law by rejecting the plaint on

the ground that on the face of the purported subsequent lease deed, the plea of fraud or want of knowledge regarding the execution of the impugned deed on January 19, 2006 did not *prima facie* inspire confidence.

40. The primary fallacies in arriving at such finding were that the subsequent lease deed was not “admitted”, as observed by the Trial Court, and that despite holding the purported execution of such subsequent deed not inspiring confidence “*prima facie*”, such *prima facie* observation at the inchoate stage of the suit was deemed to be sufficient to reject the plaint altogether. Even if the learned Trial Judge had a *prima facie* hunch and felt that the cause of action did not inspire confidence, such finding had to undergo the test of trial by adduction of evidence before a final view could be taken by the learned Trial Judge in that regard, if necessary, dismissing the suit at the final hearing. However, the rejection of the plaint on such *prima facie* suspicion, that too on the basis of a purported lease deed which has not yet been pleaded or proved by the defendant to enable the plaintiff to controvert the same, was palpably erroneous in law.

41. The reliance of the plaintiff on *Durga Projects and Infrastructure Pvt. Ltd. (supra)*¹ is misplaced, since the learned Single Judge of the Karnataka High Court observed therein that the first of the

¹ ***Durga Projects and Infrastructure Pvt. Ltd. v. S. Rajagopala Reddy and Others*, reported at 2019 SCC OnLine Kar 3090**

three sale deeds challenged in the said suit was dated March 18, 2005, whereas the suit was filed in the year 2017 and was, accordingly, *ex facie* time-barred. In the said case, as per the discussions in the cited report, no case was made out that the plaintiffs were under the impression that the sale deed was mistakenly executed under the pretext of some other purported document. Rather, the basis of the plaint case therein was that only an independent general power of attorney had been executed on January 23, 2002, which was not coupled with any interest, which was the precursor of the execution of the assailed deeds. In such context, the learned Single Judge of the Karnataka High Court held that the plaintiffs were guilty of suppression of an agreement for sale and affidavit, which apparently led to the execution of the impugned sale deeds. In such context, the fact of execution of such agreement and affidavit were held to be material in the context of the said case and the plaintiffs were held guilty of suppression of such material fact.

- 42.** As opposed thereto, in the present case, the argument of the defendant/respondent before this Court to the effect that a subsequent lease deed was executed in respect of a larger plot, and that it was not credible that a lease deed would be executed by the plaintiff in respect of his dwelling house, was neither pleaded in the Trial Court nor is acceptable. In the cited case, the impugned sale deeds were apparently a logical culmination of the agreement

for sale and affidavit which were suppressed in the plaint. However, in the case at hand before us, the purported subsequent lease deed has no direct nexus with the cause of action of the suit and is a completely separate document, the existence of which is asserted for the first time in the defendant/respondent's application under Order VII Rule 11 of the Code. As such, the plaint case in the instant suit discloses a complete chain of events which congeal into a valid cause of action even without the disclosure of any purported subsequent deed, and cannot be labelled as 'illusory' in the absence of such pleading.

43. In any event, the facts of the above report do not have any resemblance with the facts of the present case. Thus, the said judgment cannot be taken to be a binding precedent. Even otherwise, the judgment of a learned Single Judge of a different High Court is not a binding precedent on the present Division Bench and we do not find any persuasive value in the same, the facts of the said case being different from the present suit.

44. Insofar as the judgment of the learned Single Judge of this Court in *Glencore Grain B.V. (supra)*² is concerned, the learned Single Judge did not reject the plaint but held on the basis of the plaint pleadings that the suit was not maintainable, by taking into

² ***State Trading Corporation of India Limited & Anr. v. Glencore Grain B.V., reported at (2016) 1 CHN 581***

account an admitted subsequent award passed by an Arbitral Tribunal, and dismissed the suit itself.

45. In the same breath, the learned Single Judge took note of *Mayar (H.K.) Ltd. (supra)*³, where the Hon'ble Supreme Court had held categorically that the Division Bench of the concerned High Court, by the judgment impugned before the Supreme Court, had granted permanent stay of the suit not because the plaint was liable to be rejected on the ground that it fell within the parameters of the Order VII Rule 11 of the Code or that the suit was liable to be stayed in exercise of the powers under Section 10 of the Code or that the Court had passed an order under Order VI Rule 16 of the Code which had not been complied with, but had exercised the jurisdiction for stay of the suit as the plaintiffs therein did not disclose the forum selection clause whereby the Court at Calcutta had no jurisdiction to entertain the suit and further suppressed the fact that the claim in the suit was to be governed by the laws applicable in the Singapore Court.

46. The Hon'ble Supreme Court, in *Mayar (H.K.) Ltd. (supra)*⁴, further observed in Paragraph No. 11 that under Order 7 Rule 11 of the Code, the court has jurisdiction to reject the plaint where it does

³ ***Mayar (H.K.) Ltd. and others v. Owners & Parties, Vessel M.V. Fortune Express and others, reported at (2006) 3 SCC 100***

⁴ ***Mayar (H.K.) Ltd. and others v. Owners & Parties, Vessel M.V. Fortune Express and others, reported at (2006) 3 SCC 100***

not disclose a cause of action, where the relief claimed is undervalued and the valuation is not corrected within the time as fixed by the court, where insufficient court fee is paid and the additional court fee is not supplied within the period given by the court, and where the suit appears from the statement in the plaint to be barred by any law. Rejection of the plaint in exercise of the powers under Order VII Rule 11 of the Code, it was held, would be on consideration of the principles laid down by the Supreme Court in *T. Arivandandam v. T.V. Satyapal*, reported at (1977) 4 SCC 467, where on a meaningful, not formal, reading of the plaint it was manifestly found to be vexatious, and meritless, in the sense of not disclosing a clear right to sue. The thrust of the Hon'ble Supreme Court, thus, was that the plaint can be rejected where no real cause of action has been set out in the plaint but something illusory has been projected.

- 47.** At the same time, the Hon'ble Supreme Court observed that it was apparent that the *plaint could not be rejected on the basis of the allegations made by the defendant in his written statement or in an application for rejection of the plaint* (emphasis supplied), but that the court has to read the entire plaint as a whole to find out whether it discloses a cause of action and if it does, then the plaint cannot be rejected by the court exercising the powers under Order VII Rule 11 of the Code. The Hon'ble Supreme Court went on to observe that essentially, *whether the plaint discloses a cause of*

action, is a question of fact which has to be gathered on the basis of the averments made in the plaint in its entirety taking those averments to be correct. So long as the plaint discloses some cause of action which requires determination by the court, the mere fact that in the opinion of the Judge the plaintiff may not succeed cannot be a ground for rejection of the plaint (emphasis supplied).

48. Importantly, in the said case, the Hon'ble Supreme Court observed that the averments made in the plaint did disclose the cause of action and therefore the High Court had rightly said that the powers under Order VII Rule 11 of the Code could not be exercised by rejection of the plaint.
49. Similarly, in the present case, a clear cause of action has definitely been disclosed in the plaint and even if the learned Trial Judge was of the opinion that the plaintiff may not succeed on the same, the plaint could not have been rejected for non-disclosure of cause of action or on the ground of illusory cause of action.
50. The learned Single Judge, in *Glencore Grain B.V. (supra)*⁵, also took into consideration the judgment of *K.K. Modi v. K.N. Modi*, reported at (1998) 3 SCC 573, where the Hon'ble Supreme Court had sounded a note of caution by observing that it is a matter of court's discretion whether frivolous or vexatious proceedings should be stopped or not, which discretion has to be exercised with

⁵ ***State Trading Corporation of India Limited & Anr. v. Glencore Grain B.V.*, reported at (2016) 1 CHN 581**

circumspection. It is a jurisdiction, it was held, which should be sparingly exercised, only in special cases, where the court is satisfied that there is no chance of the suit succeeding.

51. Such premise, as evident from the materials on record, are totally absent in the present case.

52. Insofar as *Padhiyar Prahladi Chenaji (Deceased) (supra)*⁶ is concerned, the said matter had arisen out of a second appeal, where a final decree had already been passed in the suit after conclusion of trial and on taking evidence. Paragraph Nos. 16 and 18 of the said judgment in particular disclose that the Hon'ble Supreme Court, in such circumstances, considered the merits of the case and arrived at its findings in respect of limitation. Hence, the said judgment cannot operate as a binding precedent on rejection of plaint under Order VII Rule 11 of the Code.

53. Inasmuch as the judgment of another learned Single Judge of this Court in *Sri Abhijit Joy Ghosh (supra)*⁷ is concerned, the rejection of plaint there was sought on the ground that the plaint did not disclose a cause of action. The learned Single Judge considered the pleadings of the plaint and observed that the pleading was incomplete, inadequate, vague and insufficient, since all the components of the cause of action were not pleaded. In such

⁶ *Padhiyar Prahladi Chenaji (Deceased) Thorough Legal Representatives v. Maniben Jagmalbhai (Deceased) Thorough Legal Representatives and Others, reported at (2022) 12 SCC 128*

⁷ *C.O. 3929 of 2022 (Sri Abhijit Joy Ghosh v. Sri Amit Kumar Ghosh)*

context, it was observed by the learned Single Judge that it was a classic example of clever drafting and the plaintiff had attempted to create an illusory cause of action to bring the suit within the purview of Section 22 of the Hindu Succession Act, 1956, without pleading the ingredients of such provision. Accordingly, the learned Single Judge observed that the plaint did not disclose a cause of action to maintain the suit and proceeded to reject the plaint. The basis of such conclusion of the learned Single Judge was that the necessary ingredients for obtaining the relief sought in the said suit were absent in the pleadings, which prompted the learned Single Judge to arrive at the finding that the cause of action disclosed in the plaint was insufficient and vague.

- 54.** It is obvious that the said ratio is not applicable to the present case at all, since, even on a plain reading of the plaint in the instant suit, it is seen that a clear cause of action, sufficient to obtain the relief sought, has been disclosed in the plaint, the merits of which could only be considered by the court at the time of final disposal of the suit, after conclusion of trial on evidence.
- 55.** Thus, in the instant case, the learned Trial Judge erred in law in going beyond the plaint pleadings and the documents relied on in the plaint and proceeded on erroneous legal principles to reject the plaint *de hors* the law.
- 56.** Accordingly, F.A. No. 450 of 2025 is allowed on contest, thereby setting aside the impugned judgment and deemed decree dated

September 22, 2025, whereby the plaint of Title Suit No. 57 of 2022 filed in the First Court of Civil Judge (Senior Division), at Asansol, District: Paschim Bardhaman, was rejected by the said court.

- 57.** Accordingly, the suit is revived. The learned Trial Judge shall now proceed to decide the suit on merits in accordance with law.
- 58.** In view of the long pendency of the matter, it is expected that the learned Trial Judge shall expedite the hearing of the suit and dispose of the same as early as the business of the said court permits, preferably within One (01) year from the date of communication of this judgment to the Trial Court.
- 59.** Consequentially, CAN 1 of 2025 stands dismissed as well.
- 60.** There will be no order as to costs.

(Sabyasachi Bhattacharyya, J.)

I agree.

(Supratim Bhattacharya, J.)