HC-KAR
CNR: KAHC010245072024

NC: 2026:KHC:61120
CRP No. 318 of 2024
C/W RP No. 486 of 2025
RP No. 543 of 2025

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 3RD DAY OF NOVEMBER, 2026

BEFORE

THE HON'BLE SMT. JUSTICE LALITHA KANNEGANTI

CIVIL REVISION PETITION NO. 318 OF 2024 (IO)

C/W

REVIEW PETITION NO. 486 OF 2025

REVIEW PETITION NO. 543 OF 2025

IN CRP No. 318/2024

BETWEEN:

M/S SUSHRUTHA VISHRANTHI
DHAMA PVT. LTD.,
A COMPANY REGISTERED UNDER
THE COMPANIES ACT, 1956
HAVING ITS REGISTERED OFFICE
AT NO. 22, RASTREEYA VIDYALAYA ROAD,
BASAVANAGUDI,
BANGALORE -560 004
REPRESENTED BY ITS
MANAGING DIRECTOR

Digitally signed by SUVARNA T
Location: HIGH COURT OF KARNATAKA

AND ALSO AT
SY.NO.18/4 THALAGHATTAPURA,
UTTARAHALLI, MANAVARTHE KAVAL
UTARAHARHALLI HOBLI,
BANGALORE SOUTH TALUK
BANGALORE DISTRICT
BANGALORE

…PETITIONER

(BY SMT.NALINA MAYEGOWDA, SENIOR ADVOCATE FOR
MS.ANUSHA B. REDDY, ADVOCATE, ADVOCATE)

AND:

1. DR.M.P.SOMAPRASAD
   S/O MR M.K.PRABHAKAHARAN
   AGED ABOUT 72 YEAR
   PRESENTLY RESIDING AT NO 12,
   MANTRI ALTIUS
   NO 17, RAJ BHAVAN ROAD
   BANGALORE -560 051

2. MR.RINNY EAPEN
   S/O LATE P.K.EAPEN
   AGED ABOUT 78 YEARS,
   NO 570, 3RD BLOCK,
   KORAMANGALA
   BANGALORE -560 034

3. MR.P.G.ALEXANDER
   S/O MR.GEORGE
   AGED ABOUT 78 YEARS,
   NO 16, SRINIDHI TEMPLE STREET,
   CHUCHANAGHATTA,
   DODAKALLASANDRA POST,
   BANGALORE -560 062

4. DR R.SUBBARAO
   S/O DR S.V.RAMARAO
   AGED ABOUT 77 YEARS,
   NO 1631/1, DHATREE,
   32ND CROSS, BSK 2ND STAGE,
   BANGALORE -560 070

…RESPONDENTS

(BY SRI.K.G.RAGHAVAN, SENIOR COUNSEL FOR
SRI.NITIN PRASAD, ADVOCATE FOR R1
SRI.K.B.S.MANIAN, ADVOCATE FOR R2
V/O/DATED:03/09/2026, NOTICE TO R3 AND R4 ARE DISPENSED WITH)

THIS CRP FILED UNDER SEC.115 OF CPC., AGAINST THE ORDER DATED 22.01.2024 PASSED ON IA NO.4 IN OS NO.472/2019 ON THE FILE OF I ADDITIONAL SENIOR CIVIL JUDGE, BENGALURU RURAL DISTRICT, BENGALURU, REJECTING THE IA NO.4 FILED UNDER ORDER VII RULE 11(a) AND (d) OF CPC., FOR REJECTION OF PLAINT.

IN RP NO. 486/2025

BETWEEN:

RINNY EAPEN (LATE)
S/O LATE PK EAPEN
BY HIS LRS
RICKY EAPEN
S/O LATE RINNY RAPEN
AGED ABOUT 42 YEARS
R/A NO. 570, 3RD BLOCK
KORAMANGALA
BENGALURU -560 034

...PETITIONER

(BY SRI. K.B.S.MANIAN, ADVOCATE)

AND:

1. DR. M.P. SOMAPRASAD
S/O M.K.PRABHAKARAN
AGED ABOUT 75 YEARS
R/A MANTRI ALTUS
NO.17, RAJ BHANAN ROAD
BANGALORE- 560 051

2. DR. R.SUBBA RAO
S/O DR. S.V. RAMARAO
AGED ABOUT 77 YEARS
R/A NO. 1631/ DHATREE
32ND CROSS, BSK 2ND STAGE
BANGALORE -560 070

4. M/S SUSHRUTHA VISHRANTI DHAMA P. LTD.,

A COMPANY REGISTERED UNDER
THE COMPANIES ACT 1956
REGISTERED OFFICE AT NO.202
RASHTREEYA VIDYALAYA ROAD
BASAVANAGUDI
BANGALORE -560 004
REP. BY ITS MANAGING DIRECTOR
ALSO AT SY.NO.18/4
UTTARAHALLI MANAVARTHE KAVAL THALAGHATTAPURA
UTTARAHALLI HOBLI,
BANGALORE SOUTH TALUK
BANGALORE DISTRICT -560 061

...RESPONDENTS

(BY SRI.K.G.RAGHAVAN, SENIOR ADVOCATE FOR
SRI.NITIN PRASAD, ADVOCATE FOR R1
SMT.GAYATHRI B.S., ADVOCATE FOR R3)

THIS REVIEW PETITION FILED UNDER SECTION.114 R/W ORDER 47 RULE 1 OF CPC 1908, PRAYING TO REVIEW THE SAID IMPUGNED JUDGMENT DATED 05.04.2024 PASSED IN CRP NO.131/2024 IN THE INTEREST OF JUSTICE AND EQUITY.

IN RP NO. 543/2025

BETWEEN:

M/S. SUSHRUTHA VISHRANTHI DHAMA
PVT. LTD.,
A COMPANY REGISTERED UNDER
THE COMPANIES ACT 1956
HAVING ITS REGISTERED OFFICE AT
SY. NO. 18/4, THALAGHATTAPURA,
UTTARAHALLI, MANAVARTHE KAVAL,
UTTARAHALLI HOBLI,
BANGALORE SOUTH TALUK,
BENGALURU DISTRICT-560 109
REPRESENTED BY ITS
MANAGING DIRECTOR
MS.NILIMA KADAMBI
W/O VIVEK KADAMBI,

AGED ABOUT 62 YEARS

...PETITIONER

(BY SMT. GAYATHRI B.S., ADVOCATE)

AND:

1. RINNY EAPEN
S/O LATE P.K. EAPEN
AGED ABOUT 73 YEARS
NO.570, 3RD BLOCK,
KORAMANGALA
BENGALURU -560 034

2. DR. M.P. SOMAPRASAD
S/O M.K. PRABHAKARAN
AGED ABOUT 72 YEARS
R/AT NO.12, MANTRI ALTIUS
NO.17, RAJ BHAVAN ROAD,
BENGALURU -560 051

3. DR. R.SUBBA RAO (SINCE DECEASED)
S/O DR. S.V. RAMARAO
AGED 77 YEARS
NO.1631/1, DHATREE
32ND CROSS, BSK II STAGE
BENGALURU -560 070

3.1. P.G.ALEXANDER (SINCE DECEASED)
S/O GEOARGENO. 16,
SRINIDHE TEMPLE STREET.
CHUNCHAGAGHATTA
DODDAKALLASANDRA POST
BENGALURU

...RESPONDENTS

(BY SRI.K.B.S.MANIAN, ADVOCATE FOR R1
SRI.K.G.RAGHAVAN, SENIOR ADVOCATE FOR
SRI.NITIN PRASAD, ADVOCATE FOR R2
R3 SERVED AND UNREPRESENTED)

THIS REVIEW PETITION FILED UNDER ORDER 47 RULE 1

R/W SEC.114 OF CPC, PRAYING TO REVIEW THE FINAL ORDER DATED 05.04.2024 PASSED IN CRP NO.131/2024 BY THIS HON'BLE COURT (ANNEXURE – A).

THESE PETITIONS HAVING BEEN HEARD AND RESERVED ON 05.10.2026, COMING ON FOR PRONOUNCEMENT OF ORDER THIS DAY, THE COURT PRONOUNCED THE FOLLOWING:

CORAM: HON'BLE SMT. JUSTICE LALITHA KANNEGANTI

CAV ORDER

The respondent herein who is the plaintiff has filed O.S.No.472/2019 on the file of the I Additional Senior Civil Judge, Bengaluru Rural District, Bengaluru, seeking declaration that the plaintiff is the absolute owner of the suit schedule properties; a declaration that the three registered Sale Deeds dated 09.10.2001, 22.12.2001, and 22.12.2001, made and executed by defendant No.2 alleged GPA holder of the plaintiff, in favor of defendant No. 1 with regard to the suit schedule properties, are void, invalid, bogus, sham, nominal, fabricated, and fraudulent documents and they do not confer or convey any valid or lawful right, title, interest, or possession of the suit schedule properties in favor of defendant No.1 and that they are not binding on the plaintiff in any manner. Further, declaration that the registered Sale Deed dated 03.10.2005,

made and executed by defendant No.1 in Favor of defendant No.4 is void, invalid, bogus, sham, nominal, and fraudulent, and that it does not confer or convey any valid and lawful right, title, or possession of the suit schedule properties in favour of defendant No.4 and that it is not binding on the plaintiff. Further, a direction to the defendant No.4 to hand over and deliver the vacant and peaceful possession of the suit schedule properties in favor of the plaintiff within a time to be fixed by the Court.

2. In the said suit, defendant Nos.1 and 4 have filed an application under Order VII Rule 11 of the CPC seeking rejection of the plaint. That application was dismissed by the trial Court. Against that, defendant No.1 filed CRP.No.131/2024, and defendant No.4 had filed CRP.No.318/2024. CRP.No.131/2024, filed by defendant No.1 was dismissed by order dated 05.04.2024, without notice to the defendant No.4. At paragraph No.16 of that order, the Co-ordinate Bench of this Court observed that, in relation to defendant No. 4, the proviso to Section 17 of the Limitation Act would be attracted if defendant No. 4 establishes that he is not

a party to the fraud, or if the plaintiff fails to establish that the entire transaction was fraudulent, then the proviso to Section 17 of the Limitation Act would stand attracted. This is obviously a question for the trial Court to decide after conducting the trial, and, if established, it would likely be a ground for the trial Court not to entertain the suit. Hence, the Court finds no merits and accordingly dismissed CRP.No.131/2024.

3. The defendant No.4 had filed CRP.No.318/2024. Initially, a Co-ordinate Bench of this Court allowed the CRP by rejecting the plaint. Subsequently, a review petition i.e., RP.No.275/2025, was filed, and it was allowed. The order passed in CRP.No.318/2024 filed by defendant No.4 was recalled, and the CRP was restored to file. Now, both defendant No.1 and defendant No.4 have filed review petitions in RP.Nos.486/2025 and 543/2025 in CRP.No.131/2024. As the earlier order is recalled, defendant No.4 is before this Court in CRP.No.318/2024.

4. Before proceeding with the matter, it is appropriate to look at the contents of the plaint. The facts are that in 1986, the plaintiff purchased agricultural land totally measuring 12

acres in Sy.No.18 (presently new Sy.No.18/4) of Uttarahalli Manavarthe Kaval Village, Uttarahalli, Hobli, Bangalore South Taluk, Bangalore District, by way of 6 Sale Deeds total extent of 12 acres. At the same time, the plaintiff's friend, Dr. Joseph Lenz Pendanam, also purchased 15 acres of land in the same Sy.No.18 under three registered Sale Deeds dated 08.10.1986, 09.10.1986, and 09.10.1986. In 1989-90, Dr. Joseph Lenz Pendanam wanted to move to Germany. He handed over the original title deeds and other documents to the plaintiff for the purpose of change of khatha and conversion order, etc. Defendant No.1 was one of the neighbors of the plaintiff at Koramangala. Defendant No.1 and his family members became close to the plaintiff and his family members, as they were neighbors. After Dr. Joseph went to Germany, there was no progress in the matter of change of khatha of the properties. In the month of November 1988, the plaintiff shifted his residence to House No.771, 7th Main, 4th Block, Koramangala, Bangalore, and resided there till June 1990. Thereafter, in July 1990, he shifted his residence to House No.155, 1st Block, Koramangala, Bangalore, and resided there till November 1993.

Though the plaintiff changed his residence, the plaintiff and defendant No.1 remained in contact.

5. In 1992, the plaintiff was residing at No.155, 1st Block, Koramangala, Bangalore. At that time, the plaintiff had an opportunity to discuss with defendant No. 1 the problems faced by him and his friend, Dr. Joseph, regarding phodi, durasth, and change of khatha, etc. At that time, defendant No.1 represented that he had good contacts with officials in revenue, survey, and other government authorities. Defendant No.1 led the plaintiff to believe that he was the right person to get the work done for the plaintiff, and he also spoke to Dr. Joseph, who was in Germany, and promised and assured that he would take care of the payment of property taxes, cleaning of property, etc., which was completely believed by them. The plaintiff agreed to entrust the work to defendant No.1 in a bona fide belief. In 1992, the plaintiff paid a sum of Rs.30,000/- to defendant No.1 toward property tax, cleaning of properties, etc. The plaintiff regularly contacted defendant No. 1 and asked him about the same. When the plaintiff was residing in Koramangala, defendant No. 1 used to come to the plaintiff's

house and collect amounts in cash toward property tax, cleaning expenses, etc. From December 1993 to June 1995, the plaintiff was residing in Apartment No. 7B, Garden Homes, Aga Abbas Ali Road, Ulsoor, Bangalore. Thereafter, from July 1995 to July 1998, the plaintiff was residing in Apartment No.2, Garden Homes, Aga Abbas Ali Road, Ulsoor, Bangalore. After the plaintiff shifted to Aga Abbas Ali Road, the plaintiff used to meet defendant No. 1 very often. Whenever the plaintiff met and enquired about the work entrusted to him, defendant No. 1 used to say that the survey and phodi of the entire land were still not completed.

6. In 1997, the plaintiff planned to move to the USA. The plaintiff's friend, Dr. Joseph, was residing in Germany. Defendant No.1 met the plaintiff and requested that the original title deeds and other documents be handed over to his custody until completion of phodi, change of khata, and conversion, as the survey authorities would require the original documents. Defendant No.1 also stated that the documents were required to prove the title in respect of 27 acres of land and that they had been handed over. Until the plaintiff left for the USA in July

1998, the plaintiff was following up with defendant No.1. In July 1998, the plaintiff left for the USA and resided there until May 2002. During his stay in the USA, the plaintiff visited India only about 5 times. He was informed by defendant No.1 that the extent of 400 acres did not tally with the actual extent of land available and that the phodi had been delayed. It is stated that the plaintiff had not at all executed any power of attorney appointing defendant No.1 or anyone as his agent or power of attorney holder to do any acts, things, or deeds with respect to the suit schedule properties or any portion of it. The plaintiff did not intend to sell the suit schedule properties to anyone through any third parties, including defendant No.1. The plaintiff returned to India in 2002 and resided in Safali Apartment, Aga Abbas Ali Road, Ulsoor, Bangalore, until March 2003. After returning to Bangalore, the plaintiff contacted defendant No.1 and enquired about the phodi, durasth, and khata. At that time, defendant No.1 represented that the phodi and durasth of the entire land in Sy.No.18 were happening within a few months and that thereafter the khata would be transferred in the name of the plaintiff. In April 2003, the

plaintiff shifted his residence to House No.370, 11th Main, 3rd Block, Koramangala, and stayed there until October 2004. Defendant No.1 and the plaintiff used to meet very often. In November 2004, the plaintiff shifted his residence to Apartment No. 12, Mantri Altius, No.1, Raj Bhavan Road, Bangalore. Due to his family affairs, the education and career of the plaintiff's children, and his hectic travels, the plaintiff became very busy. Despite this, the plaintiff used to call defendant No.1 and enquire about the progress of the work entrusted to him.

7. It is stated that defendant No.1 used to come to the plaintiff's house to collect amounts towards property tax and expenses for clearing the properties, and he used to give excuses for the delay. He had been paying the tax until 2017. About 7 to 8 months ago, the plaintiff brought certain local breed of cows. He wanted to set up a goshala for the protection and development of Desi cows and to carry on agricultural activities on a large scale by adopting the latest technology. Hence, in the first week of September 2018, the plaintiff met defendant No.1 at his residence in Koramangala, enquired about the work entrusted to him, and requested him to return

the original documents and title deeds given to his custody. At that time, defendant No.1 tried to give evasive replies and avoided providing or returning the documents to the plaintiff. For the first time, observing the conduct and behavior of defendant No.1 towards the plaintiff, the plaintiff suspected foul play. Immediately, he went to inspect the suit schedule properties personally. To the utter shock, during his inspection on 10.09.2018, the plaintiff found several buildings and constructions put up in the suit schedule properties and also in the land of Dr. Joseph. They informed the plaintiff that defendant No.3 and others had constructed the said buildings between the years 2015 and 2016 and were running retirement home, resort, treatment centers, etc., in the said buildings. He immediately informed the same to his friend Dr. Joseph. Then the plaintiff came to know that the suit schedule properties had been purchased by defendant No.1 through the plaintiff's alleged General Power of Attorney Holder, Mr. P.G. Alexander, i.e., defendant No.2, on 09.10.2001 and 22.12.2001, under three registered Sale Deeds for a throwaway price of Rs.8,000/- per acre (total Rs.96,000/-).

8. Similarly, defendant No. 1 purchased Dr. Joseph' s properties through the very same GPA holder under three registered Sale Deeds dated 08.10.2001 and 09.10.2001. Defendant No.2 alleged to be the GPA Holder of the plaintiff, is a total stranger to the plaintiff. At no point of time did the plaintiff have any transaction with the said Alexander, i.e. defendant No.2. The plaintiff came to know that defendant No.2 is none other than the uncle of defendant No. 1. The plaintiff made all possible efforts to obtain a copy of the GPA alleged to have been executed in favour of defendant No.2 but it was not available. Even defendant No. 1 did not furnish copies of the GPA despite the plaintiff' s request. In the above circumstances, the plaintiff strongly believes that no such GPA exists. It is stated that, by taking undue advantage of the original documents given to him by the plaintiff and his friend Dr. Joseph, defendant No. 1 created the said bogus, sham, nominal, fabricated, and illegal Sale Deeds in his name with the connivance and collusion of defendant No. 2. The GPA is used to convey the suit schedule properties by defendant No. 2 in favor of defendant No. 1. The plaintiff learned that, in collusion

and connivance with defendant No.3, who was alleged to be the Managing Director of defendant No. 4, defendant No. 1 executed the Sale Deed dated 03.10.2005, conveying the suit schedule properties and the properties of Dr. Joseph, totaling 27 acres, in the name of defendant No. 4. The plaintiff stated that, under the fraudulent Sale Deed, defendant No. 1 received more than Rs. 15 crores from defendant No.4 while the Sale Deed shows that he received a whopping sum of Rs.3,75,00,000/- from defendant No. 4. It is apparent that defendant No.1 taking undue advantage of his friendship with the plaintiff, has made easy and huge money by cheating the plaintiff and his friend Dr. Joseph. The defendants have executed their plan to cheat the plaintiff and make unlawful gains from and out of valuable suit schedule properties by following a fully choreographed plan.

9. It is stated that all the defendants are known to each other, that each is aware of every detail of the conspiracy, and that all have taken active part in the commission of each and every conspiratorial act. The agreements among the conspirators are established by documents created and

fabricated by them. All of them, individually and collectively, have adopted various devices and techniques to achieve the goal of the conspiracy. All the illegal acts of the persons attract the ingredients of cheating, criminal breach of trust, creating forged documents, and using forged documents as genuine. Hence, the plaintiff has lodged the complaint before the police station. It is stated that fraud has been committed against the plaintiff and that the cause of action for the suit arose in the first week of September 2018, when the plaintiff first suspected foul play. Thereafter, on 10.09.2018, when the plaintiff visited the suit schedule properties and found that the buildings had been constructed on his property, the plaintiff realized that defendant No. 1 had committed fraud against the plaintiff. Hence, the plaintiff has filed the present suit.

10. Defendant Nos.1 and 4 filed applications seeking rejection of the plaint, i.e., I.A.Nos.III and IV. Those applications were rejected by order dated 22.01.2024. While rejecting the applications, the trial Court observed that it is well settled in law that, to reject the plaint under Order VII Rule 11 of the CPC, the Court must be guided by the averments in the

plaint and not by the defense taken by the defendants, and that the Court considered the contents of the plaint. The trial Court further observed that, as to knowledge of the alleged fraud, the plaintiff stated that the plaintiff entrusted the mutation work of katha. In the plaint, the plaintiff averred the sequence of events by which he acquired knowledge of the alleged fraud committed by defendant No. 1. It is the contention of defendant Nos. 1 and 4 that, except for averring that the plaintiff became suspicious of an evasive answer said to have been given by defendant No.1 in September 2019, the plaintiff has not shown reasonable diligence to postpone the commencement of the running of the time to September 2019, the actual date of registration of the Sale Deed in favor of defendant No. 1. It is a well-settled position of law that the question of limitation is a mixed question of law and fact, which requires to be gone into after the trial. On reading the plaint, it does not disclose that, on the face of it, the plaintiff's suit is barred by limitation. Under such circumstances, the contention of defendant Nos.1 and 4 that the plaintiff's suit requires to be rejected by invoking the power under Order VII Rule 11(d) and,

consequent upon it, that there is no cause of action, cannot be accepted, and accordingly, the trial Court rejected the applications.

11. When the defendant No.1 had filed CRP.No.131/2024, a Co-ordinate Bench of this Court considered the contentions and the judgments and observed that, as could be seen from the plaint, the plaintiff averred that he became aware of the fraud only in September 2018 and thereafter filed the suit in the year 2019. In this view of the matter, the Court is of the view that the arguments of the counsel of the petitioner that the plaint did not disclose the cause of action or that the same would be barred by limitation cannot be accepted. Further, as far as the reliance on the judgment of the Madras High Court cited is concerned, the Madras High Court adhered to the provision of Section 17 of the Limitation Act and concluded that fraud played on the third party cannot enable the plaintiff to come to the Court and get over the plea of Limitation. The Court is of the view that the said judgment would be of no avail to the defendant No.1, and the Court has observed in paragraph No.16 about the Limitation Act, with a

reference regarding the defendant No.4. Accordingly, CRP.No.131/2024 was dismissed. Aggrieved thereby, both defendant Nos.1 and 4 have filed two review petitions.

12. First, coming to the contention of defendant No.1, learned counsel appearing for defendant No.1 submits that the impugned order, as reproduced in paragraph No.59 of the plaint, has rejected the contention and accepted the averment on its face value to the effect that the plaintiff/respondent No.1 purportedly, 'for the first time in the 1st week of September 2018, came to know about the fraudulent acts committed and documents created by the petitioner/defendant.' The trial Court concluded that the contention that the suit is barred by limitation cannot be countenanced. It is submitted that the conclusion, based on the plaint averments and accepting them on their face value, is virtually tantamount to subjecting the law of limitation to the plaintiff's mercy, and there is an error apparent on the face of the record. The trial Court failed to apply Section 17 of the Limitation Act, in terms of which the plaintiff will have to aver and establish that, despite due diligence, he was unable to detect the fraud until the filing of

the suit. In the absence of any such averment, the suit is barred by limitation. It is submitted that the Court, while referring to the proviso under Section 17 of the Limitation Act without referring to the main provision itself, committed an error apparent on the face of the record insofar as the sale deed of the year 2005 in favour of defendant No.4 is concerned, inasmuch as it is nobody's case that defendant No.4 is a party to the alleged fraud committed by defendant No.1, and consequently, the reliefs were not maintainable. It is submitted that a Co-ordinate Bench of this Court, by a well-reasoned order, allowed the civil revision petition filed by defendant No.4 on the interim application I.A. No.4, by order dated 20.06.2025. It is submitted that subsequently, respondent No.1 appears to have misled the Co-ordinate Bench by referring to the impugned order and seeking a review of the order dated 20.06.2025 in CRP No.318/2024 in R.P. No.275/2025. The Co-ordinate Bench allowed the review petition by order dated 24.09.2025 and restored CRP No.318/2024. The petitioner has not preferred any appeal against the said impugned judgment.

13. Learned counsel appearing for defendant No.1 has relied on Section 237 of the Indian Contract Act, 1872, which deals with the liability of the principal inducing the belief that the agent's unauthorised acts were authorised. He has also relied on Sections 35, 110 and 114(e) of the Indian Evidence Act, 1872. These provisions deal with the relevancy of entries in public records made in the performance of duty, the burden of proof as to ownership, and the Court's power to presume the existence of certain facts. He has also relied on Section 32 of the Registration Act, 1908, which deals with persons competent to present documents for registration; Order VI Rule 4 of the CPC, which requires particulars to be given where necessary; and Order VI Rule 10 of the CPC, which deals with malice, knowledge, etc. Further, he has also relied on Section 17 of the Limitation Act, 1963. In light of the same, it is submitted that the plaint needs to be rejected. It is also submitted that the documents pertain to the years 2001–2005, were very much within the knowledge of the plaintiff, are public documents and, as per Section 3 of the Transfer of Property Act, amounts to constructive notice to the plaintiff. It is submitted that the trial

Court failed to consider these aspects and accepted the plaintiff's averments regarding limitation. He relied on the judgment of the Apex Court in the case of ***Babulal Vaktaji Shah Vs. Chandabai***[1]**.** Then relied on ***Appasamy Real Estates Ltd. Vs. Neelayathatchi Ammal and Others***[2]. He relied on paragraph 5 and 9 which reads as follows:

> ***"5. The plaintiffs have alleged in the plaint that the first defendant, who had purchased the property in the year 1951, conveyed the property so purchased by them in favour of defendants 46 to 55 under sale deeds dated 05.06.1996, 11.07.1996 and 09.02.1998. Therefore in effect, if the sale deed dated 29.05.1951 is set aside and the consequential declaration that the plaintiffs are the owners is given, then the rights of defendants 46 to 55 would be legally interfered with. Clause (i) of the proviso to section 17(1) of the Limitation Act reads as follows:***
>
> ***"Provided that nothing in this section shall enable any suit to be instituted or application to be made to recover or enforce any charge against, or set aside any transaction affecting, any property which —***
>
> ***(i) in the case of fraud, has been purchased for valuable consideration by a person who was not a party to the fraud and did not at the time of the purchase know, or have reason to believe, that any fraud had been committed."***

[1] 1998 SCC Kar 229
[2] *2005-3-L.W. 152*

In the context of the above provision of law, I went through the plaint again and again to find out what exactly is the case of the plaintiffs against defendants 46 to 55. At all stages in the plaint, I find that the plaintiffs attribute "fraud" only to the first defendant. The object sought to be achieved by such "fraud" (assuming "fraud" was played) was accomplished in the year 1951 when the first defendant had the sale deed dated 29.05.1951 executed in his favour. There is no allegation whatsoever in the plaint that defendants 46 to 55 were a party to that "fraud". There is also no allegation in the plaint that defendants 46 to 55, at the time of conveyances in their favour, either knew or had reason to believe that any "fraud" had been committed in respect of the property forming the subject matter of conveyances in their favour. If the case of the plaintiffs in the plaint as stated is accepted for the present, then it would only show that the first defendant played a "fraud" in getting the sale deed executed in his name. In the annexure to the plaint, the details of the sale deeds executed in favour of defendants 46 to 55 are given and it shows that in all a sum of Rs. 73,60,000/- is paid as consideration under all those transactions. Therefore it is clear from the plaint that defendants 46 to 55 are not accused of being a party to the "fraud" they are shown to have purchased the property for valuable consideration and that there is not even an allegation that defendants 46 to 55 knew or had reason to believe that a "fraud" had been committed in the year 1951.

9. It is no doubt true that the judgments referred to above were dealing with cases where rejection of the plaint was sought for, on the ground that the plaint does not disclose a cause of action. But however in the case on hand, rejection of the plaint is sought for solely on the

ground that it is barred by law, namely, Law of limitation. But however I am sure that the judgments referred to above dealing with the case falling under Order 7 Rule 11(a) of the Code of Civil Procedure would equally apply to the case falling under Order 7 Rule 11(d) of the Code of Civil Procedure as to the extent of the power available to the Court under that provision of law namely, Order 7 Rule 11. A careful and meaningful reading of the plaint in this case, in my opinion, really show that it is a manifestly vexatious and merit less "lis" and it does not disclose a clear right to sue. To save the suit from the Law of limitation, the plaintiffs have made certain averments in paragraphs 25 and 28 of the plaint, which alone made a learned Judge of this Court to overrule the objections made by the Registry before registering the plaint, stating that the suit is barred by limitation. The allegation in para 25 of the plaint is that when a close friend of plaintiffs 2 and 3 approached them with an offer to purchase the lands in question and wanted the documents of title relating to the same, the first plaintiff asked the first defendant to give back to her the documents of the lands. There is no allegation in the plaint under what circumstances the documents of title were entrusted to the first defendant. The sale in favour of the first defendant was way back in the year 1951 and the first plaintiff would have been aged 13 on that day. Therefore it is clear that only with a view to give a colour - speculative exercise - to the claim in the plaint, the plaintiffs have come forward with the allegation in para 25 that only after the offer came at the end of October, 2002 the first plaintiff wanted the first defendant to return the documents back to her. The allegation in para 28 of the plaint also is not better weighty than the allegations found in para 25 of the

plaint. Documents 3, 4 and 5 filed along with the plaint (sale deeds in favour of defendant Nos. 46 to 55) show that copies of documents were applied for on 23.9.2002 (document Nos. 3 and 4) and on 20.9.2002 (document No. 5). Therefore it is clear that the plaintiffs case that they started the ball moving only after the end of October, 2002 appear to be false on the face of it. The plaintiffs are shown to be residing namely, in the same area where the suit property is situated. Therefore the exploitation of the said property by defendant Nos. 46 to 55 or their predecessors-in-interest should not have escaped the attention of the plaintiffs. What more? There is an allegation in the plaint that the very same property is the subject matter of sale by this court in O.P. No. 63/53 at the instance of the official assignee in favour of Radhabai, wife of Vijayaraghava Mudaliar and the sale certificate was issued by this court in her name on 23.08.1957. The legal heirs of the said purchaser and her husband Vijayaraghava Mudaliar are defendants 5 to 36. An additional fact is also available in the plaint namely, the 42nd defendant had obtained a decree for specific performance in respect of the very same property in O.S. No. 256/1978 on the file of the Sub-Court, Chengleput and the court executed the sale deed in favour of the decree holder, which document stands registered as document No. 3123/83. The plaintiffs have not chosen to ask for any declaration in respect of those two transactions. Assuming that the plaintiffs are likely to succeed in the present suit, then so long as the sale of the property by this court in the insolvency jurisdiction and the sale of the very same property by the civil court at Chengleput in pursuance of a decree for specific performance stand, I have my own doubt whether the plaintiffs would get any title at all. Though the

> ***legal representatives of the purchaser of the sale conducted by this court and the 42nd defendant are stated to have signed as confirming parties to the sale deeds in favour of defendants 46 to 55, yet that will not have the effect of obliterating their respective title as far as the plaintiffs are concerned. Probably, the act of the persons referred to above may be binding on them vis-a-vis the purchasers namely, defendants 46 to 55."***

14. He relied on the case of ***Smt. Dilboo (Dead) by LRs. & Ors. Vs. Smt. Dhanraji (Dead) and Ors.***[3] He relied on ***Pallav Sheth Vs. Custodian and Others***[4]. He relied on the case of ***Uma Devi and Ors. Vs. Anand Kumar and Ors***[5]***.*** Relying on these judgments, it is submitted that the order impugned needs to be reviewed and ultimately the plaint has to be rejected.

15. Learned counsel appearing for defendant No.4 submits that, despite being a party to the proceedings in CRP No.131/2024, defendant No.4 was neither issued notice nor afforded any opportunity of hearing, yet certain observations were made on the petitioner's claim without hearing defendant No.4. It is submitted that the principles of natural justice are

[3] 2000 (7) SCC 702
[4] (2001) 7 SCC 549
[5] 2025 INSC 434

fundamental to the administration of justice and constitute the bedrock of fair adjudication, and that the final order passed in CRP No.131/2024 is required to be reviewed because the cardinal principle of "*Audi alteram partem"* was not followed, thereby severely prejudicing the rights of the petitioner. Although defendant No.4 was arrayed as a respondent in CRP No.131/2024, the entire revision petition pertained to the rejection of the plaint vis-à-vis defendant No.1 and the grounds urged by him. The final order goes beyond the grounds urged by defendant No.1 and makes observations on the probable grounds to be urged by defendant No.4 before the trial Court, which are now being urged by defendant No.1, and claims that such observations are binding on defendant No.4. It is submitted that, in paragraph No.16 of the order, the Court made a crucial observation relating to the applicability of the proviso to Section 17 of the Limitation Act, and that such observations were made in the final order dated 05.04.2024 without issuing notice to defendant No.4. The observations in paragraphs 6 and 16 directly and adversely affect the rights and interests of defendant No.4, and absolutely no opportunity

was provided to present its case, make submissions or address arguments on the issues raised. It is submitted that the impugned order has to be reviewed by recalling the earlier order, as it violates the principles of natural justice.

16. In CRP.No.318/2024, it is submitted that the suit is hopelessly barred by law and that the plaintiff has no rights whatsoever over the suit schedule property, as per Sections 17 and 58 of the Limitation Act. Respondent No.1, claiming to be the owner, has filed a frivolous suit for declaration in respect of the suit schedule property. The plaint lacks a cause of action and, hence, deserves to be dismissed. The Court has failed to note that respondent No.1 filed the case after a delay of about 18 years, with vague assertions. Upon perusal of the plaint as a whole, it is clear that the plaintiff has failed to disclose the cause of action in respect of any relief claimed in the plaint. The trial Court had failed to appreciate that respondent No.1 sold the suit schedule property through his power of attorney holder by separate sale deeds dated 09.10.2002 and 22.12.2002. The delay of 18 years is unexplained, except by narrating an unbelievable story. The entire premise on which

the plaintiff relies to establish the cause of action is false and, even logically, cannot be construed as a true fact. The Court has failed to appreciate that the plaintiff has blatantly and arbitrarily misled the Court only when attempting to create an individual cause of action, claiming that, in September 2018, he visited the suit schedule property and was shocked to see the construction of more than 100 villas.

17. Learned counsel submits that, in ***Dilboo's case*** referred to supra, the Hon'ble Apex Court developed the principle that whenever a document is registered, the date of registration becomes the deemed date of knowledge. In other cases, where a fact would be discovered by due diligence, the Court would attribute deemed knowledge to the plaintiff, as a party cannot extend the limitation period merely by claiming it had no knowledge. The Court failed to consider the defendants' arguments and Section 3 of the Transfer of Property Act. The respondents' actions lack the reasonableness required under Section 17 of the Limitation Act. Through artful drafting, the plaintiff has woven an illusory goshala narrative to lend legal credibility to his failure. It is submitted that defendant No.4 is

not a party to any of the proceedings, particularly the alleged fraud or any other acts, and the same cannot be attributed to defendant No.4. It is submitted that the trial Court failed to consider these aspects, that the suit is hopelessly barred by limitation, and that it ought to have rejected the plaint.

18. Learned Senior Counsel, representing the learned counsel for the plaintiff, submits that the plaintiff is the absolute owner of the entire extent of the land and that the defendant sold the property without any consideration to the plaintiff and even without the plaintiff's knowledge. Defendant No.2 executed the sale deed in favor of Defendant No.1, who has no connection with the plaintiff. Defendant No.2, in connivance with Defendant No.1, created the alleged documents. It is submitted that when fraud vitiates everything and the plaintiff has pleaded fraud, limitation cannot be a question, as the plaintiff has laid the factual foundation for his case. It is submitted that the GPA was never executed; to date, no copy of the GPA has been seen either in the suit or in any of the proceedings, and no consideration was received by the plaintiff.

19. Having heard the learned Senior Counsel on either side, perused the material on record. The question that falls for consideration before this Court is:

> ***"Whether the plaint, read as a whole, discloses that the suit is barred by limitation?"***

In the review petitions, the further question arise for consideration is:

> ***"Whether the order dismissing defendant No.1's civil revision petition suffers from an error apparent on the face of the record?"***

Based on defendant No.4's claim, the questions that arise for consideration is:

> ***"Whether the order in the CRP filed by defendant No.1 needs to be set aside and whether defendant No.4 has made out any grounds for rejection of the plaint?"***

The scope of Order VII Rule 11 CPC is well settled. The Court is required to examine the averments in the plaint and determine whether the suit is barred by law. The defence of the

defendants cannot be substituted for the plaintiff's pleadings. At the same time, the Court is not bound to accept an artificial cause of action merely because the plaint contains allegations of fraud or subsequent knowledge. If the plaint itself discloses that the suit is barred by limitation, the Court is empowered to reject it. However, where the question of limitation depends upon disputed facts, the Court cannot determine those facts against the plaintiff at the threshold, as it becomes a question of fact and law. The principal contention advanced by the defendants is that the registered sale deeds of the years 2001–2005 constitute constructive notice to the plaintiff. Registration undoubtedly carries legal consequences. Section 3 of the Transfer of Property Act recognises constructive notice in the circumstances contemplated by the provision. However, the doctrine cannot be applied without considering the nature of the transaction, the persons against whom notice is sought to be attributed, and the circumstances in which such knowledge becomes relevant.

20. In the present case, the plaintiffs do not merely state that they were unaware of the registered documents. Their

case is that defendant No.1, who was entrusted with the affairs of the property, continued to deal with them even after the alleged alienations, received money towards payment of property tax, and maintained contact with them until 2017–18. It is alleged that his conduct prevented them from discovering that the property had already been transferred. Whether these allegations are true is a matter for adjudication. The entire plaint sets out how many times the plaintiff and defendant No.1 met and how many times the petitioner paid the property tax, and it is the plaintiff's case that no GPA was executed by him. Constructive notice cannot be treated as an automatic answer to every allegation of fraudulent concealment. Equally, an allegation of fraud does not render registration irrelevant. The legal consequences of registration and the circumstances relied upon to explain delayed discovery must be examined together. The defendants may establish that the plaintiff had knowledge of the transaction much earlier or that circumstances existed that ought to have put them on inquiry. However, such a conclusion cannot be reached at the stage of rejection of the plaint by assuming facts contrary to the plaintiff's pleaded case.

21. Learned counsel for defendant No.1 has relied on Section 237 of the Indian Contract Act, which deals with the circumstances under which a principal may be bound by an agent's acts, whether the agent acted without authority or the principal, by words or conduct, induced a third person to believe that such acts were within the agent's authority. The foundation of the provision is a representation attributable to the principal and the belief created in the third party. The defendants contend that, because the plaintiff entrusted defendant No.2 with the property's affairs, the plaintiff must be bound by the transactions undertaken by defendant No.2. However, the authority to look after a property and the authority to alienate it are not necessarily the same. Section 237 of the Indian Contract Act does not make every act of an agent binding upon the principal merely because an agency relationship exists. More importantly, that provision, by itself, does not establish when the plaintiff acquired knowledge of the transaction. Further, in this case, according to the defendant, the GPA is unregistered, and according to the plaintiff, he had never executed, and the plaintiff has never seen it. Hence,

Section 237 of the Indian Contract Act will not come to the rescue of the defendants.

22. Section 35 of the Transfer of Property Act is founded on the doctrine of election. The provision applies where a person purports to transfer property over which he has no right or authority to transfer and, in the same transaction, confers a benefit upon the owner of that property. In such circumstances, the owner may be required to elect between affirming the transfer and relinquishing the benefit conferred upon him. In the present case, it is the specific contention of the plaintiff that no consideration was paid to him under the disputed transaction. Further, there is no admission in the plaint to the effect that the plaintiff has accepted any benefit under the disputed Sale Deeds while simultaneously challenging their validity. Whether the plaintiff has accepted any benefit with knowledge of the transaction, having regard to his conduct, is a matter that requires factual determination and cannot be presumed at this stage. Therefore, the doctrine of election cannot be invoked merely on the basis that the defendants rely upon registered conveyances.

23. Section 110 of the Indian Evidence Act, upon which reliance has also been placed, deals with the burden of proof as to ownership where possession is established. The provision raises a rebuttable presumption in favour of the person in possession. However, it does not confer an indefeasible title upon such person, nor does it preclude another person from establishing ownership. In the present case, the plaintiffs seek a declaration of title and recovery of possession. Although the defendants claim title under registered Sale Deeds, their respective claims are required to be examined in accordance with law. Even assuming that the defendants are in possession of the suit property, Section 110 of the Indian Evidence Act does not, by itself, determine when such possession became adverse to the plaintiffs or when the period of limitation commenced. A provision governing the burden of proof cannot be construed as creating a statutory bar to the maintainability of the suit. Learned counsel has also placed reliance on Section 32 of the Registration Act. The said provision specifies the persons who are entitled to present documents for registration. However, the authority to execute a conveyance and the

authority to present a document for registration are distinct matters and must be examined independently in accordance with the applicable statutory provisions.

24. The plaintiff has alleged that Defendant No. 3 acted under an unregistered General Power of Attorney and exceeded the authority entrusted to him. Whether Defendant No. 3 was authorised to execute the Sale Deed, whether the document was validly presented for registration, and what legal consequences flow from the Power of Attorney are matters that depend upon the nature and contents of the relevant instruments and the applicable statutory requirements. The mere fact that the Sale Deeds were registered does not, by itself, conclusively establish the authority of the person who executed the documents or brought about the transaction. Therefore, these questions cannot be determined against the plaintiff merely on the basis of the registered Sale Deeds. The requirements of Order VI Rules 4 and 10 of the CPC also require consideration in the context of the allegations of fraud. Order VI Rule 4 of the CPC mandates that, wherever fraud is alleged, the necessary particulars must be specifically pleaded.

A party cannot defeat the law of limitation merely by describing an old transaction as fraudulent. The pleadings must disclose the material facts constituting the alleged fraud, together with the circumstances relied upon in support of such allegations.

25. In the present case, the plaintiffs have pleaded that Defendant No. 3 was entrusted with the affairs of the property; that the transactions were carried out without their knowledge; that no consideration was paid to them; and that Defendant No. 3 continued to remain in contact with them even after the alienations. The plaintiffs have also referred to the payments allegedly made towards property taxes, their residence outside India, and the circumstances in which they claim to have discovered the transactions in 2018. These averments are relevant because the allegations are not confined to fraud at the time of execution of the documents. The plaintiffs have further alleged that the subsequent conduct of Defendant No. 1 contributed to the concealment of the transactions. Order VI Rule 10 of the CPC permits a state of mind, including fraudulent intention or knowledge, to be pleaded as a fact without setting out the circumstances from which it is to be inferred. However,

this does not dispense with the requirement of furnishing particulars under Order VI Rule 4 of the CPC. The two provisions operate in distinct fields. While the material facts constituting the alleged fraudulent conduct must be specifically pleaded, the intention accompanying such conduct may be pleaded in the manner contemplated under Rule 10. Whether Defendant No. 3 acted with fraudulent intention is ultimately a matter to be established by evidence. At this stage, the Court cannot determine the issue merely by accepting the explanation offered by the defendants in respect of the disputed transactions.

26. Coming to the question of limitation, Section 17 of the Limitation Act assumes significance and requires consideration. The provision recognises that, where a suit is based on fraud, or where knowledge of the right or title on which the suit is founded has been concealed by fraud, the period of limitation does not begin to run until the plaintiff discovers the fraud or could, with reasonable diligence, have discovered it. The requirement of reasonable diligence is of considerable importance. Section 17 does not permit a person to remain

indifferent to his rights indefinitely and thereafter institute proceedings merely by asserting that the fraud was discovered at a later point in time. A plaintiff seeking the benefit of delayed discovery must establish the circumstances that prevented the earlier discovery of the fraud. The provision is intended to protect a person whose right to sue has been concealed by fraud; it does not, however, provide an unrestricted extension of the period of limitation. The defendants contend that the plaintiffs could have ascertained the transactions from the registration records and that their failure to do so cannot postpone the commencement of limitation. This contention cannot be brushed aside. However, the plaintiffs' case is that Defendant No. 1 continued to deal with them in relation to the property, received money towards the payment of property taxes, and maintained contact with them even long after the disputed transactions. According to the plaintiffs, these circumstances prevented them from suspecting that the property had been alienated.The fact that the plaintiffs were residing outside India does not, by itself, suspend the running of limitation, nor does a relationship of

trust and confidence automatically exempt a person from exercising reasonable diligence in protecting his rights. Nevertheless, where the plaint specifically attributes continued concealment of the transactions to the very person who had been entrusted with the affairs of the property, the question as to whether the fraud could have been discovered earlier through the exercise of reasonable diligence requires consideration in the light of the surrounding circumstances. The availability of registration records is certainly a relevant consideration; however, it cannot, in every case, be treated as conclusive in determining the date on which the fraud was discovered or ought reasonably to have been discovered.

27. The plaintiffs' case is that they acquired knowledge of the disputed transactions in 2018 and instituted the suit in 2019. Whether the alleged date of discovery is genuine, whether Defendant No. 1 concealed the transactions, and whether the plaintiffs could have discovered them at an earlier point in time are questions that remain open for consideration. The defendants are entitled to contest the explanation offered by the plaintiffs. However, these questions cannot be

conclusively determined in proceedings under Order VII Rule 11 of the CPC unless the bar of limitation is apparent from the averments in the plaint itself. The plaintiffs have sought a declaration of title and recovery of possession. In addition to questioning the Sale Deeds, it is necessary to consider the applicability of Articles 59 and 65 of the Limitation Act. Article 59 prescribes a period of three years for a suit seeking cancellation or setting aside of an instrument, commencing from the date on which the facts entitling the plaintiff to such relief first become known to him. Article 65 prescribes a period of twelve years for a suit for possession of immovable property based on title, commencing from the date on which the defendant's possession becomes adverse to the plaintiff. The applicability of these provisions depends upon the substance of the claim, whether the plaintiffs are required to seek cancellation of the Sale Deeds or whether a declaration that the documents are void or not binding upon them would suffice, and upon their relationship to the instruments and the authority under which the transactions were brought about. These questions cannot be resolved merely by applying a period of

three years from the dates of execution or registration of the disputed documents. This Court must also consider the position of Defendant No. 4 in relation to Defendant No. 1. Defendant No. 4 does not claim title independently of Defendant No. 1. The property was purchased by Defendant No. 1 under the Sale Deed of 2001 and was subsequently conveyed by him to Defendant No. 4 under the Sale Deed of 2005. Thus, the title asserted by Defendant No. 4 flows entirely from Defendant No. 1. The subsequent conveyance does not constitute an independent source of title unconnected with the transaction of 2001. This aspect assumes significance because both defendants seek rejection of the same plaint on substantially identical grounds. Defendant No. 1 had already challenged the order passed by the learned Trial Judge refusing to reject the plaint on the ground of limitation. The said challenge was considered by this Court, and the Civil Revision Petition was dismissed. Defendant No. 4, who derives his title from Defendant No. 1, now seeks a review of the said order while also pursuing his own revision petition against the same order passed by the Trial Court.

28. A purchaser ordinarily derives such title as his vendor was competent to convey, subject to any statutory protection available to the purchaser under law. Defendant No. 4 cannot claim an independent right merely because a subsequent registered conveyance was executed in his favour. His title must necessarily be traced through Defendant No. 1, whose acquisition under the Sale Deed of 2001 is itself under challenge in the present suit. Therefore, the validity of Defendant No. 4's purchase is intrinsically connected with the validity of the title asserted by Defendant No. 1. This does not mean that Defendant No. 1 is precluded from defending his purchase or raising such contentions as may be available to him under law. His position as a subsequent purchaser may entitle him to invoke statutory protections, provided the requirements for claiming such protection are satisfied. However, the question before this Court is whether the claim of Defendant No. 4 to a valid title, derived through Defendant No. 1, itself establishes a bar of limitation warranting rejection of the plaint. That question does not acquire a different character merely because the application for rejection of the plaint is

pursued by either the original purchaser or the subsequent purchaser. The Sale Deed of 2005 may give rise to additional defences available to Defendant No. 4. However, such defences cannot be relied upon as a ground for rejection of the plaint unless the bar is apparent from the averments contained therein. The plaintiffs' challenge extends to both transactions, and the explanation concerning the alleged fraud and delayed discovery is common to the alienations questioned in the suit. The status of Defendant No. 4 as a subsequent purchaser does not, by itself, establish that the plaintiffs had knowledge of either transaction at an earlier point in time. Insofar as the review petition filed by Defendant No. 4 against the order passed in the Civil Revision Petition is concerned, this Court finds no grounds warranting the exercise of its review jurisdiction. Defendant No. 1 had already challenged the order refusing to reject the plaint, and this Court dismissed the said revision petition. Defendant No. 4, who derives his title from Defendant No. 1, has not demonstrated any error apparent on the face of the record warranting review of the said order. The fact that Defendant No. 4 was not issued notice in those

proceedings does not, by itself, render the order liable to be reviewed, particularly when no final adjudication of his title was undertaken therein. The observations made in the Civil Revision Petition filed by Defendant No. 1, to the effect that Defendant No. 1 must establish his case, cannot be construed as a finding against him. Defendant No. 4 claims title through Defendant No. 1 and must establish the validity of the title so derived, if the same is disputed. Such an observation does not impose any burden beyond what is otherwise required under law. Accordingly, the review petition is liable to be dismissed.

29. Turning to the independent Civil Revision Petition filed by Defendant No. 1, namely, CRP No. 318/2024, the earlier order allowing the revision petition and directing rejection of the plaint has already been recalled in the review proceedings. Consequently, the revision petition stands restored for consideration on merits. This Court is, therefore, required to examine whether the learned Trial Judge committed any error in dismissing the application filed by Defendant No. 1 seeking rejection of the plaint. The principal contention of Defendant No. 1 is that the plaintiffs must be deemed to have had

knowledge of the transactions from the respective dates of registration of the Sale Deeds and that, consequently, the suit instituted in 2019 is barred by limitation. However, the plaint contains specific allegations regarding the conduct of Defendant No. 1 and the circumstances in which the disputed transactions were allegedly concealed from the plaintiffs. In view of the discussion hereinabove, the question of limitation cannot be conclusively determined at this stage merely on the basis of the dates of registration of the Sale Deeds. The reasons recorded by this Court while considering the contentions raised by Defendant No. 4 equally apply to the case of Defendant No. 1. Accordingly, no separate consideration of the grounds raised by Defendant No. 4 is necessary for determining the present Civil Revision Petition.

30. This Court is conscious of the fact that the transactions sought to be challenged date back to the period between 2001 and 2005, whereas the suit was instituted only in 2019. The considerable lapse of time cannot be ignored. The law of limitation serves an important purpose in ensuring certainty in legal relations and preventing stale claims from

being entertained. Therefore, allegations of fraud raised after a considerable lapse of time must be examined with the degree of scrutiny required by law. A mere assertion of subsequent knowledge cannot, by itself, defeat the bar of limitation. At the same time, the plaintiffs have pleaded a sequence of events which, according to them, explains why the disputed transactions remained undiscovered. They have specifically alleged that Defendant No. 1 continued to deal with them in relation to the property and received money from them towards payment of property taxes, cleaning expenses and other related purposes. These circumstances, according to the plaintiffs, contributed to the concealment of the transactions and delayed their discovery. Having regard to the nature of the pleadings and the questions requiring factual determination, this Court finds no ground to interfere with the order impugned in the present Civil Revision Petition. In that view of the matter, this Court is passing the following:

ORDER

i. Accordingly, the RP.No.486/2025 filed by defendant No.1 is ***dismissed***.

ii. The RP.No.543/2025 filed by defendant No.4 is **dismissed**.

iii. CRP.No.318/2024 this Court finds no reason to interfere with the well-considered order passed by the trial Court, and accordingly, CRP No.318/2024 ***is dismissed.***

iv. Questions concerning title, the validity of the sale deeds of the year 2001-2005, the authority of Defendant No.3, the alleged Fraud, Constructive Notice, Limitation, and Recovery of Possession are left open for determination by the trial Court.

v. The learned trial Judge shall decide the suit independently, without being influenced by any of the observations made in these petitions. The trial Court shall not construe any of these observations in this petition as an expression of this Court on the merits of the matter.

vi. All I.As in these petitions shall stand closed.

SD/-
(LALITHA KANNEGANTI)
JUDGE

MEG/List No.: 1 Sl No.: 1
*AK