



WEB COPY

OSA No. 87 of 2



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 24-06-2026

CORAM

THE HON'BLE MR JUSTICE P. VELMURUGAN

AND

THE HON'BLE MRS.JUSTICE K. GOVINDARAJAN THILAKAVADI

OSA No. 87 of 2021

R.Chandran@r.Muniyandi
S/o. Ramasamy, 449, 9th Street, Sastri Nagar,
Vyasarpadi, Chennai-600 039.

..Appellant(s)

Vs

1. Vijaya Bhaskar
S/o. K.S.Venu Naidu, No.1/11,
Sri Nagar 1st Street, Kolathur,
Chennai-600 099.
2. Mrs. Vijayalakshmi
W/o. Mr. Vijaya Bhaskar, No.1/11, Sri Nagar
1st Street, Kolathur, Chennai-600 099.
3. M/S.K.V.Thiruvassagar
S/o.K.S.Venu Naidu, No.1/11,
Sri Nagar,1st Street, Kolathur,
Chennai -600 099.
(R3 Sua Motu impleaded as a party respondent
vide Court order dated 1.3.2021)

..Respondent(s)

Prayer: Original Side Appeal filed under Order 36 Rule 9 of O.S. Rules to set aside the Fair and Decreetal order dated 20.08.2020 made in Appl.No.2164 of 2017 in C.S.No.211 of 2016 and restore the suit on the file of this Court.



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For Appellant(s):

Mr. S.P.Sudalaiyandi

For Respondent(s):

Mr. N. Manokaran
for Mr. P. Krishnan for R1 & R2

R3-Given up (vide order dated 20.1.2023)

JUDGMENT**(Order of the Court was made by P.Velmurugan J.)**

This appeal has been filed to set aside the fair and decreetal order dated 20.08.2020 made in Appl.No.2164 of 2017 in C.S.No.211 of 2016 and restore the suit on the file of this Court.

2. The learned counsel for the appellant submitted that respondents 1 and 2 approached the appellant on the pretext of being joint owners of the subject property and entered into a sale agreement dated 06.03.2006 for a total consideration of Rs.20 lakhs. The first respondent executed the agreement and received an advance of Rs.1 lakh, acknowledging the receipt within the agreement itself. Thereafter, the appellant made several subsequent payments via cash and cheque totaling Rs.17,10,000/-, thereby paying an aggregate sum of Rs.18,10,000/-, with the final payment made on 20.03.2010. As the respondents evaded the execution of the sale deed, the appellant issued a legal notice dated 08.03.2013, which elicited no response. Upon being contacted, the respondents orally assured the appellant that the sale deed would be executed;



alternatively, they promised to refund the advance amount with interest.

Subsequently, on 01.05.2014, respondents 1 and 2 issued a legal notice to the appellant's mother concerning a separate property transaction. On this date, the appellant became aware of the ownership dispute regarding the subject property. The appellant's mother replied to the notice on 08.05.2014, reiterating the request for the respondents to execute the sale deed as per the agreement dated 06.03.2006. Failing to receive a response, the appellant instituted a suit for the recovery of the advance amount before this Court, which was numbered as C.S. No. 211 of 2016. Pending disposal of the suit, respondents 1 and 2 filed an application under Order VII Rule 11 of the Code of Civil Procedure (CPC) for rejection of the plaint, asserting that the suit was barred by limitation. The learned Single Judge allowed the application and rejected the plaint. Aggrieved by the said order, the appellant has preferred the present appeal.

3. The learned counsel for the appellant contended that the suit was instituted within three years from the date of the notice from the respondents and the appellant's subsequent knowledge of the refusal to perform the agreement, thereby establishing a valid cause of action. Consequently, it is argued that the suit is not barred by any law. The learned counsel further submitted that the learned Single Judge failed to appreciate the true scope and object of Order VII Rule 11 of the CPC, and erred by treating the issue of limitation summarily, failing to recognize that it is a mixed question of law and fact that can only be adjudicated after a full trial. On these grounds, he prayed



for the appeal to be allowed.

4. The learned counsel for respondents 1 and 2 submitted that the first respondent is not the owner of the subject property and that the second respondent had not executed the agreement. It was contended that while the agreement for sale was executed in the year 2006, the appellant chose to file a suit for recovery of money only in the year 2016. Since the suit was not instituted within three years from the date of the agreement, it was clearly barred by limitation. The learned counsel further argued that the documents filed by the appellant themselves demonstrate that the suit is barred by limitation and devoid of a valid cause of action. Furthermore, it was submitted that the suit was instituted against the wrong parties. Hence, the respondents moved an application under Order VII Rule 11 of the CPC before the trial court, and the learned Single Judge, upon proper consideration of the same, rightly rejected the plaint. Therefore, there is no merit in the present appeal, and the same is liable to be dismissed.

5. Heard and perused the materials available on record.

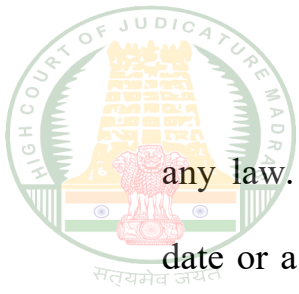
6. Admittedly, the appellant had instituted the suit solely for the recovery of the advance amount paid by him pursuant to the sale agreement dated 06.03.2006. A perusal of the said agreement reveals that no specific time limit was stipulated for the execution of the sale deed. Furthermore, a plain reading of the averments made in the plaint, along with the annexed documents, indicates that the appellant made an initial payment on the date of the agreement



and subsequent payments on various dates, with the final payment being made on 20.03.2010. Since the respondents failed to come forward to execute the sale deed thereafter, the appellant issued a legal notice dated 08.03.2013, which reportedly went unanswered. Subsequently, the respondents issued a separate legal notice dated 01.05.2014 to the appellant's mother regarding a different property transaction. It was through this correspondence that the appellant allegedly came to realize that the respondents had no intention of executing the sale deed, thereby the appellant instituted the present suit for the recovery of the advance amount.

7. Though the learned counsel for respondents 1 and 2 raised a different defense, it is a settled proposition of law that while considering an application under Order VII Rule 11 of the CPC, the Court must confine its scrutiny strictly to the averments made in the plaint and the documents annexed thereto. If the plaint discloses a valid cause of action and does not ex-facie appear to be barred by any law, the suit must proceed to trial and cannot be summarily rejected at the threshold. Furthermore, it is well-established that the defense raised by the defendants in their written statement, counter-affidavit, or the application for rejection of the plaint is completely irrelevant and cannot be taken into consideration at this stage.

8. A careful perusal of the averments made in the plaint, along with the documents annexed thereto, clearly demonstrates that the appellant has disclosed a valid cause of action and that the suit is not prima facie barred by



any law. Because the underlying sale agreement does not stipulate a closing date or a specific time limit for performance, the question of limitation in this

instance is undeniably a mixed question of law and fact. Such an issue cannot be summarily decided at the threshold without a full trial and a thorough examination of evidence, unless the plaint and its accompanying documents on their face conclusively reveal that the suit is barred by limitation.

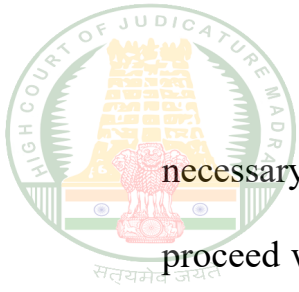
9. Therefore, this Court finds that the impugned order passed by the learned Single Judge suffers from perversity and cannot be sustained in law.

10. Accordingly, this appeal is allowed and the impugned order rejecting the plaint is set aside, and the suit is restored to the file of the court to be proceeded with in accordance with law.

11. At this stage, the learned counsel for the appellant submitted that for want of pecuniary jurisdiction, the Ordinary Original Civil Jurisdiction of this High Court cannot be invoked, and the plaint is liable to be transferred to the City Civil Court having competent jurisdiction.

12. Hence, upon restoration of the suit, the Registry is directed to transmit the case bundle in C.S. No. 211 of 2016 along with the original records to the City Civil Court having competent jurisdiction, within a period of thirty (30) days from today.

13. On receipt of the case records, considering the fact that the suit was instituted in the year 2016, the learned Judge of the City Civil Court is directed to ensure completion of pleadings within thirty (30) days thereafter, frame



necessary issues within fifteen (15) days from the completion of pleadings, and proceed with the trial on a day-to-day basis and dispose of the suit on merits in accordance with law as expeditiously as possible.

(P.V.,J.) (K.G.T.,J.)
24-06-2026

Index: Yes/No
Speaking/Non-speaking order
Neutral Citation: Yes/No

KSA-2



To

1. Vijaya Bhaskar

S/o. K.S.Venu Naidu, No.1/11, Sri Nagar 1st
Street, Kolathur, Chennai-600 099.

2. Mrs. Vijayalakshmi

W/o. Mr. Vijaya Bhaskar, No.1/11, Sri Nagar
1st Street, Kolathur, Chennai-600 099.

3. M/S.K.V.Thiruvassagar

S/o.K.S.Venu Naidu, No.1/11, Sri Nagar,
1st Street, Kolathur,
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AND
K.GOVINDARAJAN THILAKAVADI, J.**

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