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A.No.264 of 2026

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 12-06-2026

CORAM

THE HON'BLE DR.JUSTICE A.D.MARIA CLETE

A No. 264 of 2026

in

C.S. No. 95 of 2025

The Madras Mahajana Saba
Represented by its General Secretary,
Mr.P.Chandrasekar, New NO.70, Old NO.833, 2nd
Floor, Mount Road, Chennai - 600 002.

..Applicant(s)

Vs

Mrs. T.T.P. Kadeeja
W/o.Late P.M. Abdul Nazar, H.Nu.Tech Heights
Apartments, No.11/6, Thambusamy Road, Kilpauk,
Chennai - 600 010.

..Respondent(s)

To Reject the Complaint in C.S.No.95 of 2025 under Order - VII Rule - 11
with exemplary cost.

For Applicant(s): M/s. M.Sriram
Ramesh Venkatachalapathy
T.Sriram

For Respondent(s): Mr.S.Thankasivan for R1.

ORDER

This application has been filed by the applicant/defendant under Order VII Rule
11(a) and (d) of the Code of Civil Procedure, 1908, to reject the complaint in

1/12



C.S.No.95 of 2025 on the ground that the plaint does not disclose any cause of action and that the suit is barred by law.

2. The respondent/plaintiff has filed the suit seeking, inter alia, a declaration that she is entitled to renewal of the tenancy in respect of the suit schedule property for a further period of 15 years from 01.12.2024, a mandatory injunction directing the defendant to execute a deed of tenancy renewing the lease deed dated 11.12.1997, and a permanent injunction restraining the defendant from disturbing her peaceful possession and enjoyment of the suit schedule property.

3. According to the applicant/defendant, the original lease deed dated 11.12.1997 was for a fixed period. It is the case of the applicant that the lease expired by efflux of time on 30.11.2024 and that the defendant had no intention to extend the lease. The applicant has further stated that letters/notices were issued prior to the expiry of the lease calling upon the plaintiff/respondent to deliver vacant possession, and that thereafter the applicant initiated proceedings in R.L.T.O.P.No.79 of 2025 before the Rent Court under the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017.



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4. The principal contention of the applicant is that Clause 19 of the lease deed does not create an automatic or unilateral right of renewal in favour of the lessee. According to the applicant, the clause only contemplates renewal at the option of both parties and on fresh terms and conditions. Therefore, in the absence of consensus between both parties, the respondent/plaintiff cannot compel the applicant/defendant to execute a fresh lease deed for another period of 15 years.

5. It is further submitted by the applicant that the suit is framed only to circumvent the statutory eviction proceedings initiated before the Rent Court. It is also contended that after expiry of the lease, the plaintiff cannot seek a decree of permanent injunction against the landlord so as to restrain the landlord from asserting its lawful rights. The applicant has also raised objections regarding valuation, court fee and the absence of a real cause of action.

6. Per contra, the respondent/plaintiff has filed a counter affidavit resisting this application. The respondent contends that the application under Order VII Rule 11 CPC is not maintainable and that, for deciding such an application, the Court must look only into the averments contained in the plaint. According to the respondent,



the defendant's defence, written statement and disputed factual contentions cannot be looked into at this stage.

7. The respondent/plaintiff further contends that the suit has been filed to enforce her contractual right under the registered lease deed dated 11.12.1997. It is submitted that the building was constructed at the cost of the plaintiff's husband, that the lease was thereafter transferred in favour of the plaintiff under deed of transfer of tenancy dated 24.06.2005, and that Clause 19 of the lease deed confers a right of renewal for a further period of 15 years.

8. Learned counsel appearing for the respondent/plaintiff relied upon the judgment of the Hon'ble Supreme Court in **Vinod Infra Developers Ltd. v. Mahaveer Lunia and Others, 2025 SCC OnLine SC 1208**, and submitted that while considering an application under Order VII Rule 11 CPC, the Court must confine itself to the averments made in the plaint and should not enter into disputed questions of fact or the defence of the defendant. It was further submitted that if the plaint discloses triable issues, the plaint cannot be rejected at the threshold.

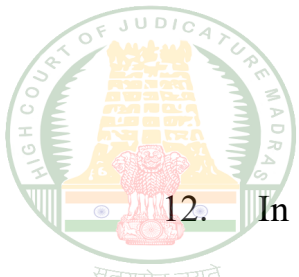


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9. Placing reliance on the said judgment, learned counsel for the respondent/plaintiff further contended that where the plaint discloses more than one cause of action and even one cause of action survives, the plaint cannot be rejected in its entirety. Reliance was also placed upon the principle noticed in **Central Bank of India v. Prabha Jain**, as referred to in the said judgment, to contend that the doctrine of severance cannot be applied to reject the entire plaint merely because one of the reliefs is alleged to be untenable.

10. Having heard the learned counsel appearing on either side, this Court has also perused the plaint, the documents relied upon, the affidavit filed in support of the present application, the counter affidavit and the written arguments.

11. The scope of Order VII Rule 11 CPC is well settled. The Court has to consider the averments in the plaint and the documents relied upon by the plaintiff. At the same time, the plaint has to be read meaningfully and not merely formally. If on such meaningful reading the plaint does not disclose a real cause of action, or if the cause of action pleaded is illusory and created by clever drafting, the Court is empowered to reject the plaint at the threshold.



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12. In the present case, the foundation of the suit is Clause 19 of the lease deed dated 11.12.1997. The said clause, as extracted in the pleadings and records, reads

to the effect that:

“The tenancy shall be renewed at the option of both the parties for a further period of 15 years, on fresh terms and conditions that may be stipulated thereon.”

13. A plain and meaningful reading of the said clause shows that renewal is not automatic. The clause does not confer a unilateral right on the lessee to demand renewal as a matter of course. The renewal contemplated under the said clause is dependent upon the option of both parties and upon fresh terms and conditions being stipulated.

14. The plaint itself proceeds on the footing that the plaintiff sought renewal and that the defendant did not execute the renewal deed. Therefore, even according to the plaint, there was no concluded agreement between both parties for renewal of the lease after 30.11.2024. Once the lease has expired and the landlord has not agreed for renewal, the plaintiff cannot seek a decree compelling the landlord to execute a fresh lease deed for a further period of 15 years.



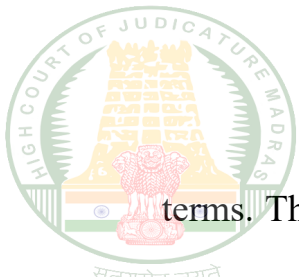
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15. The prayer for mandatory injunction directing the defendant to execute a deed of tenancy is, in substance, a prayer to compel the creation of a fresh tenancy.

Such a relief cannot be granted in the absence of an enforceable concluded contract. The plaint does not disclose any legally enforceable right in favour of the plaintiff to compel the defendant to enter into a fresh lease arrangement.

16. The judgment relied upon by the respondent/plaintiff in **Vinod Infra Developers Ltd. v. Mahaveer Lunia and Others, 2025 SCC OnLine SC 1208**, undoubtedly reiterates the settled principle that at the stage of Order VII Rule 11 CPC, the Court must primarily examine the plaint and the documents relied upon therein, and that disputed questions of fact are ordinarily not to be adjudicated at that stage. However, the said judgment does not assist the respondent/plaintiff in the facts of the present case.

17. In the present suit, this Court is not rejecting the plaint on the basis of the defence raised by the defendant or on the basis of disputed questions of fact. Even on a reading of the plaint and the lease clause relied upon by the plaintiff, the right claimed by the plaintiff is not an automatic or unilateral right of renewal. Clause 19 itself makes renewal dependent upon the option of both parties and upon fresh



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terms. Therefore, the plaint does not disclose an enforceable legal right to compel the defendant/landlord to execute a fresh lease deed for a further period of 15 years.

18. The contention based on **Central Bank of India v. Prabha Jain**, as referred to in **Vinod Infra Developers Ltd.**, that if one cause of action survives the plaint cannot be rejected in its entirety, also does not advance the case of the respondent/plaintiff. In the present case, all the reliefs claimed in the plaint are founded upon the same alleged right of renewal under Clause 19. The relief of declaration, the relief of mandatory injunction and the relief of permanent injunction are not independent or severable causes of action. They are all consequential upon the alleged right of renewal. Once the alleged right of renewal is found to be unenforceable on the face of the plaint and the document relied upon, no independent surviving cause of action remains.

19. The plaintiff has also sought permanent injunction restraining the defendant from disturbing her possession and enjoyment of the suit property. The said prayer is consequential to the main relief of renewal. A tenant whose lease has admittedly expired cannot seek a perpetual injunction against the landlord in such a manner as



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to prevent the landlord from asserting its rights in accordance with law. The landlord has already initiated statutory proceedings before the Rent Court in R.L.T.O.P.No.79 of 2025. The plaintiff cannot, by filing the present suit, indirectly obstruct or nullify the statutory proceedings initiated under the special enactment.

20. The respondent/plaintiff has contended that the construction was put up at the cost of her husband and that substantial expenditure was incurred for developing and maintaining the property. These averments may form part of the background of the transaction. However, they do not create a present enforceable right to compel renewal of lease contrary to the express language of Clause 19. At the highest, these facts may explain why the plaintiff desired renewal. They do not create a legal right to obtain a mandatory decree for renewal.

21. The contention that the defendant had participated in the suit proceedings and that interim orders had earlier been passed does not bar consideration of an application under Order VII Rule 11 CPC. The power under Order VII Rule 11 CPC can be exercised at any stage of the proceedings, provided the conditions under the said provision are satisfied.

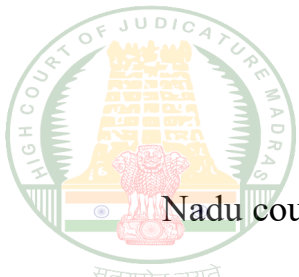


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22. The earlier interim orders passed in the interlocutory applications cannot be treated as finally deciding the maintainability of the suit. An order of interim protection is granted on a prima facie consideration and does not preclude the Court from considering whether the plaint discloses a cause of action or whether the suit is barred by law.

23. It is also relevant to note that the applicant/defendant has already initiated proceedings under the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017. The dispute relating to occupation after expiry of tenancy, continuation in possession and eviction is within the domain of the statutory forum constituted under the said Act. The present suit, as framed, would have the effect of interfering with the adjudication of the landlord-tenant dispute before the Rent Court. However, it is also submitted that the eviction was ordered on 18.04.2026 and the applicant is taking steps to file execution petition.

24. This Court is therefore of the view that the plaint is liable to be rejected under Order VII Rule 11(a) CPC for want of real cause of action. It is also noticed that the plaint is valued and court fee paid under section 25(d) and 27(c) of Tamil



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Nadu court fee and suits valuation Act 1955 instead of section 42 (c) of Tamil Nadu

court fee and suits valuation Act 1955.

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25. On a meaningful reading of the plaint and the lease clause relied upon by the plaintiff, this Court finds that the plaint does not disclose a real cause of action for the reliefs sought. The plaintiff seeks to convert a clause requiring the option of both parties into a unilateral right of compulsory renewal. Such a reading is contrary to the language of Clause 19.

26. In the result this application is allowed. The plaint in C.S.No.95 of 2025 is rejected under Order VII Rule 11(a) of the Code of Civil Procedure, 1908. No costs. Consequently, connected applications, if any, are closed.

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Index: Yes/No

Speaking/Non-speaking order

Neutral Citation: Yes/No

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DR.A.D.MARIA CLETE, J.

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