



**IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH**

CR-6025-2019(O&M)
Date of decision: 18.02.2026

Suman @ Suman Punia

... Petitioner

Versus

Chameli Devi

... Respondent

CORAM: HON'BLE MR. JUSTICE VIKRAM AGGARWAL

Present: Mr. Navmohit Singh, Advocate,
for the petitioner.

Mr. Pawan Kumar Jangra, Advocate, and
Mr. Wazir Singh, Advocate,
for the respondent.

VIKRAM AGGARWAL, J. (ORAL)

The instant revision petition, preferred under Article 227 of the Constitution of India, assails the order dated 31.05.2019 (Annexure P-1), passed by the Court of Civil Judge (Jr. Divn.), Hisar, vide which the application instituted by the petitioner/defendant under Order VII Rule 11 of the Code of Civil Procedure, 1908 (for short, 'CPC') for rejection of plaint was dismissed.

2. A suit (Annexure P-2) was instituted by the respondent/plaintiff (Chameli Devi) against the petitioner/defendant (Suman) for symbolic possession by way of specific performance of agreement to sell dated 21.10.2011, executed qua a plot measuring 97 sq. yards (fully described in the plaint), situated at Village Satrod Khurd, Tehsil and District Hisar.



3. An application under Order VII Rule 11 CPC is stated to have been moved by the petitioner/defendant seeking rejection of the plaint on the grounds of non-fixation of ad valorem court fee and limitation. It was stated that ad valorem court fee had not been affixed and further, since the agreement to sell was stated to have been executed on 21.10.2011 and the defendant had refused to execute the sale deed on 08.06.2012, the suit filed on 30.04.2019 was barred by limitation and the plaint, therefore, deserved to be rejected.

4. The said application was opposed. However, the ad valorem court fee was affixed. Vide the impugned order, the trial Court held that limitation was a mixed question of law and facts and, therefore, the plaint could not be rejected on the said ground. Aggrieved by the same, the instant revision petition has been preferred.

5. Learned counsel for the parties were heard.

6. Learned counsel for the petitioner has strenuously urged that the trial Court gravely erred in dismissing the application for rejection of plaint. While referring to the plaint, he submits that the agreement to sell was allegedly executed on 21.10.2011. He refers to paragraph 5 of the plaint and submits that even as per the case of the respondent/plaintiff, the petitioner/defendant had refused to execute the sale deed on 8.06.2012. He further submits that under the circumstances, the suit was clearly barred by limitation and by making an imaginary cause of action, the limitation could not be extended. Learned counsel submits that under the circumstances, the plaint deserves to be rejected at the threshold. In support of his contentions, learned counsel has placed reliance upon the decisions rendered by this



Court in Narender Kumar Nangia v. Harjinder Pal Singh, 2018 SCC Online SC 1537; Estate Officer, PUDA now GMADA v. Satwant Kaur and others (CR-6288-2011, decided on 14.07.2014); and the decision of the Hon'ble Supreme Court in Narne Rama Murthy v. Ravula Somasundaram & Ors., 2005(6) SCC 614.

7. Per contra, learned counsel for the respondents submits that there is no illegality in the impugned order and that limitation is always a mixed question of law and facts. While referring to paragraphs 7, 8 & 12 of the plaint, learned counsel submits that in view of the averments made in the said paragraphs, the suit cannot be said to be barred by limitation. Even otherwise, the said issue ought to be adjudicated during the course of the trial. He also submits that where there are a number of reliefs prayed for, the plaint cannot be rejected even if one relief is made out. In support of his contentions, learned counsel has placed reliance upon the decisions rendered by the Hon'ble Supreme Court of India in P. Kumarakurubaran v. P. Narayanan & Ors., 2025 SCC Online SC 975; Kulabandhu Ram Adarsh Sharma v. Nam Estates Private Limited and Anr., [Civil Appeal No.11413 of 2025, decided on 02.09.2025, LFID:2789332]; Sri Boyenepally Srijayavardhan v. V. Nirupama Reddy & Ors. [SLP(C)-5723-2025, decided on 10.01.2025, ID:2685558]; Babasaheb Ramdas Shirole & Ors. v. Rohit Enterprises & Ors. 2026(1) RCR (Civil) 60; and Urvashiben & Anr. v. Krishnakant Manuprasad Trivedi, 2019(13) SCC 372.

8. I have considered the submissions made by learned counsel for the parties.



9. It is well settled that for the purpose of deciding an application for rejection of plaint, only the averments made in the plaint and the documents annexed therewith are to be considered. It is also well settled that there has to be a meaningful reading of the plaint. The agreement to sell, as per the plaint, was executed on 21.10.2011. The same is placed on record as Annexure R-6. From the said agreement, it emerges that no specific time period had been fixed for execution of the sale deed. Be that as it may, paragraph 5 of the plaint reads as under:-

“5. That thereafter the plaintiff approached the defendant and requested her for the execution and registration of the sale deed in her favour regarding the above said plot on 8-6-2012 and the plaintiff also purchased the necessary stamps for Rs.13,230/-for scribing the sale deed on this and deposited the necessary expenses in the State Bank of India, M.S. Branch, Hisar. Copy of draft sale deed is attached as Annexure P2. However, the defendant after getting scribed the sale deed, she also put her signature/thumb marked on each page of the said sale deed but when it was being taken in the office of the Sub-Registrar Hisar for its registration, the defendant resiled from getting registered the sale deed in favour of the plaintiff.”

10. No doubt, as per the averments made in this paragraph, the petitioner/defendant had refused to execute the sale deed on 08.06.2012. Concededly, the suit was filed in April, 2019. However, paragraph 7 of the plaint reads as under:-



“7. That feeling aggrieved by negative attitude nefarious act of the defendant, the plaintiff filed a complaint on CM Window vide No. CMOFF/N/2019/024524 dated 28-02-2019 (copy attached as Annexure P-3) and the defendant being an influential person got compromised the issue in the police station P.S. Sadar, Hisar on 05-03-2019 (copy attached as Annexure P-4) in which the defendant procured the statement of the plaintiff that the matter has been compromised by the defendant and the defendant will get the sale deed registered In favour of the plaintiff, but the defendant has not got registered the sale deed in question in favour of the plaintiff so far and the defendant has been trying to resile/backed out from the compromise arrived at before the police on the above said application of the plaintiff.”

11. Further, paragraph 12 of the plaint reads as under:-

“12. That the defendant was asked many times to admit the rights of the plaintiff and to get the sale deed executed and registered in her favour in accordance with the terms and conditions of the agreements to sell dated 21-10-2011 and also not to dispossess the plaintiff from the suit land but she has refused to do so yesterday and hence the present suit.”

12. The averments made in the said paragraphs clearly show that the averments as regards cause of action have duly been made in the plaint. Not only this, apart from the relief of specific performance, the relief of permanent injunction has also been claimed, since the respondent/plaintiff claims the possession over the suit property.



13. The basic law is that limitation is a mixed question of law and facts and, therefore, a plaint cannot be rejected on the ground of limitation at the threshold. There are certain judgments, where a plaint has been rejected on the ground of limitation itself. However, those are cases where the plaint itself shows that the suit is barred by limitation. In the case of **C.M. Meenakshi v. Archbishop of Bangalore**, [Civil Appeal No.5015 of 2025, decided on 20.11.2025 (2025 INSC 1363)], the Hon'ble Apex Court held that limitation is a mixed question of law and facts and should be decided during the course of trial rather than at the stage of deciding of an application under Order VII Rule 11 CPC for rejection of plaint.

14. A similar view was taken by the Hon'ble Apex Court in the case of **Babasaheb Ramdas Shirole & Ors. v. Rohit Enterprises & Ors.** 2026(1) RCR (Civil) 60.

15. Another similar view was taken by the Hon'ble Apex Court in the case of **Kulabandhu Ram Adarsh Sharma v. Nam Estates Private Limited and Anr.** [Civil Appeal No.11413 of 2025, decided on 02.09.2025, LFID:2789332]. In this case, it was held that where the trial Court dismissed the application for rejection of plaint holding that limitation was a mixed question of law and facts, the High Court should not have set aside the said order in revisional jurisdiction.

16. Still further, it has to be borne in mind that cases concerning in rejection of plaint have to be decided on their own facts and no straitjacket formula can ever be laid down, and only the broad principles are to be kept in mind.



17. I have gone through the judgments relied upon by both sides. As stated above, each case has to be decided on its own facts. The judgments relied on by learned counsel for the petitioner/defendant would not, therefore, come to the aid of the petitioner.

18. That being so, the instant revision is found to be devoid of merit and is accordingly dismissed.

19. Pending application(s), if any, also stands disposed of.

(VIKRAM AGGARWAL)
JUDGE

February 18, 2026

Rajan

Whether speaking / reasoned:
Whether Reportable:

Yes
Yes