2026:DHC:5319

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

Date of decision: 01st JULY, 2026

IN THE MATTER OF:

\+ **I.A. 13077/2025**

IN

CS(COMM) 517/2019 & I.A. 21323/2025

LEO ISPAT LIMITED .....Plaintiff

Through: Mr. Shakeel Sarwar Wani and Mr. Himanshu Garg, Advocates

versus

UNILEC ENGINEERS LIMITED .....Defendant

Through: Mr. Puneet Jaiswal, Mr. Sunil Sharma, Mr. Bhupendra Sharma, Mr. Shubham Srivastava, and Mr. Kishan Jaiswal, Advocates

CORAM:
HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

JUDGMENT

I.A. 13077/2025

1. This is an application under Order VII Rule 11 of the CPC on behalf of the Defendant for rejection of the Plaint on the ground that there is no cause of action in favour of the Plaintiff and also the Suit is barred by limitation.

2. The present Suit is one for recovery of Rs. 5,68,32,402/- from the Defendant towards supply of goods.

3. The facts of the case leading to the filing of the instant Suit are as follows:-

i. The Plaintiff is engaged in the business of iron and steel products which also includes H.R., H.R.P.O., C.R. and G.P. Coil Sheets and Plates. It is stated that due to the past business experience, the Plaintiff entered into the business transaction with the Defendant in the month of 2014. It is stated that the Defendant approached the Plaintiff whereby the Defendant represented its interest in engaging in business with the Plaintiff and further represented that business with Defendant will yield good profit in future.

ii. It is stated that the pursuant to the representations and terms and conditions agreed upon between the Plaintiff and the Defendant, the parties entered into the business transaction in the month of December, 2014. It is further stated that the Defendant placed Purchase Orders with the Plaintiff, pursuant to which the Plaintiff had supplied material within stipulated time period. It is further stated that the material supplied to the Defendant was of highest quality and that the Defendant also had never raised any objections qua the material or its quality.

iii. It is further stated that the Defendant since the very beginning was not clearing the pending dues of the Plaintiff. It is further stated that the Plaintiff had approached the Defendant on various occasions *qua* pending dues to which the Defendant time and again assured the Plaintiff that the Defendant will clear the dues along with the delay payment charges, however, the Defendant failed in keeping his promise.

iv. It is further stated that after the reconciliation of accounts on

31.03.2015, it was found that an amount of Rs. 1,99,86,416/- was payable by the Defendant to the Plaintiff towards principal outstanding amount. It is further stated that though the defendant had made some on account payments, however, no delay payments charges were received by the Plaintiff. It is further stated that the last consignment was supplied to the Defendant by the Plaintiff was on 16.01.2016 and an Invoice No. 319 was also raised regarding the same. It is stated that again after reconciling the accounts, an amount of Rs. 4,40,01,488/- was found due and payable by the Defendant to the Plaintiff on account on goods delivered to the Defendant.

v. It is further averred that the last payment of Rs. 50,00,000/- was received on 03.09.2016 by the Plaintiff subsequent to which an amount of Rs. 1,40,41,488/- towards principal amount and Rs. 3,41,79,987/- towards delay payment charges became outstanding.

vi. It is further stated that subsequently, the Plaintiff enquired the Defendant on several occasions regarding outstanding payment, however, the Defendant kept delaying the request for some time after which the Defendant promised to pay some amount via PDC's and remaining amount via RTGS or bank draft in favour of the Plaintiff. However, no payment was made to the Plaintiff by the Defendant. It is further stated that out of the said PDC's, the Defendant issued 10 cheques amounting to Rs. 90,21,123/- towards part principal outstanding liability. It is further stated that the Plaintiff has filed a recovery Suit bearing No.

CS(COMM) No. 315/2019 titled as "Leo Ispat Vs. Unilec Engineers" under Order XXXVII CPC seeking recovery of Rs. 90,21,123/- on the basis of the aforementioned 10 Cheques and the same is pending for its adjudication before Ld. ADJ (Commercial Court)-05, West District, Tis Hazari Court, Delhi.

vii. It is stated that several PDC's amounting to Rs. 90,21,123/- when presented by the Plaintiff to its banker Kotak Mahindra Bank Ltd., Branch West Patel Nagar, New Delhi, the same were returned dishonoured on the ground of "Account Closed". It is further stated that the Plaintiff had filed separate complaints under Section 138 of Negotiable Instruments Act and the same is stated to pending for adjudication before Ld. MM, Tis Hazari Districts Courts, Delhi.

viii. It is further stated that due to the non payment of the outstanding amount, the Plaintiff issued a legal notice dated 05.08.2017 to the Defendant for payment of Rs. 90,21,123, however, mo reply was issued by the Respondent. The Plaintiff on 27.02.2019 again issued a legal notice to the Respondent for payment of Rs. 49,80,365 towards part principal amount and Rs. 15,20,82,692/- towards delay payment charges accrued from 02.12.2014 till 31.01.2019, however, no response was issued by the Respondent.

ix. It is stated that the present suit was filed by the Plaintiff seeking recovery of an amount of Rs 49,80,365 towards principal outstanding amount along with Rs. 5,18,52,037/- towards delay payment charges from 02.12.2014 till 30.04.2017 which amounts to Rs. 5,68.32,402/- as a total outstanding amount.

4. Summons were issued on 19.09.2019. Written Statements have been filed. Issues have yet not been framed.

5. Defendant has filed the present Application under Order VII Rule 11(a) of the CPC for rejection of the Plaint on the ground that the present Suit cannot be entertained under Order II Rule 2 CPC.

6. Order II Rule 2 of the CPC reads as under:-

> *"**2. Suit to include the whole claim**.—*
>
> *(1) Every suit shall include the whole of the claim which the plaintiff is entitled to make in respect of the cause of action; but a plaintiff may relinquish and portion of his claim in order to bring the suit within the jurisdiction of any Court.*
>
> *(2) **Relinquishment of part of claim**.—Where a plaintiff omits to sue in respect of, or intentionally relinquishes, any portion of his claim, he shall not afterwards sue in respect of the portion so omitted or relinquished.*
>
> *(3) **Omission to sue for one of several reliefs**.—A person entitled to more than one relief in respect of the same cause of action may sue for all or any of such reliefs; but if he omits, except with the leave of the Court, to sue for all such reliefs, he shall not afterwards sue for any relief so omitted.*
>
> *Explanation.—For the purposes of this rule an obligation and a collateral security for its performance and successive claims arising under the same obligation shall be deemed respectively to constitute but one cause of action."*

7. It is the case of the Defendant that on the same cause of action, the Plaintiff on 08.08.2019 has filed a Suit bearing no. CS (COMM) No. 315/2019 seeking recovery of Rs. 90,21,123/- under Order XXXVII CPC and the same has now been decided and decreed on 29.03.2025 for the sum of Rs.90,21,123/-. It is further stated by the Defendant that the said Suit is based on the same cause of action and the Plaintiff has not filed any application under Order II Rule 2 of the CPC seeking leave of the Court.

8. It is further stated that Suit bearing CS (COMM) 315/2019 has now been decided and decreed on 29.03.2025 for the sum of Rs.90,21,123/-.

9. In the reply filed by the Plaintiff to the present application, the Plaintiff has taken a stand that the Suit bearing No. CS(COMM) 315/2019 was filed on the basis of ten specific cheques issued by the Defendant to the Plaintiff towards part payment of the total principal outstanding amounts which is a separate and distinct transaction and therefore forms a separate cause of action. It is further stated that under Order II Rule 2 of the CPC is a mixed question of law and fact and therefore cannot be agitated under Order VII Rule 11 of the CPC. It is the contention of the Plaintiff that the present Suit is based upon the delayed payment charges which forms a distinct cause of action.

10. It is further stated that at no stage in CS(COMM) 315/2019, the Plaintiff did not relinquish its right to recover dues which were not sought in the earlier Suit.

11. The law relating to rejection of a plaint under Order VII Rule 11 is crystallised through various judgments of the Apex Court. The Apex Court in Popat and Kotecha Property v. State Bank of India Staff Assn., **(2005) 7 SCC 510,** has held that for the purposes of deciding an application under

clauses (a) and (d) of Order 7 Rule 11 of the CPC, the averments in the Plaint are the germane and the pleas taken by the defendant in the Written Statement would be wholly irrelevant at that stage. The court must remember that if on a meaningful and not formal reading of the plaint it is manifestly vexatious and meritless in the sense of not disclosing a clear right to sue, it should exercise the power under Order 7 Rule 11 of the CPC taking care to see that the ground mentioned therein is fulfilled. If clever drafting has created the illusion of a cause of action, it has to be nipped in the bud at the first hearing by examining the party searchingly under Order 10 of the Code. (refer: T. Arivandandam v. T.V. Satyapal **[(1977) 4 SCC 467**]). The Apex Court in Raptakos Brett & Co. Ltd. v. Ganesh Property [***(1998) 7 SCC 184***] observed that the averments in the Plaint as a whole have to be seen to find out whether clause (d) of Rule 11 of Order 7 was applicable and there cannot be any compartmentalisation, dissection, segregation and inversions of the language of various paragraphs in the Plaint. If such a course is adopted it would run counter to the cardinal canon of interpretation according to which a pleading has to be read as a whole to ascertain its true import. It is not permissible to cull out a sentence or a passage and to read it out of the context in isolation. Although it is the substance and not merely the form that has to be looked into, the pleading has to be construed as it stands without addition or subtraction of words or change of its apparent grammatical sense. The intention of the party concerned is to be gathered primarily from the tenor and terms of his pleadings taken as a whole. At the same time it should be borne in mind that no pedantic approach should be adopted to defeat justice on hair-splitting technicalities.

12. The purport of Order II Rule 2 of CPC has been explained by the

Apex Court in <u>Cuddalore Powergen Corporation Ltd. v. Chemplast Cuddalore Vinyls Limited and Another,</u> **2025 SCC OnLine 82**, wherein it has observed as under:-

> *"**47**. On a conspectus of the aforesaid discussion, what follows is that:*
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> *i. The object of Order II Rule 2 is to prevent the multiplicity of suits and the provision is founded on the principle that a person shall not be vexed twice for one and the same cause.*
>
> *ii. The mandate of Order II Rule 2 is the inclusion of the whole claim arising in respect of one and the same cause of action, in one suit. It must not be misunderstood to mean that all the different causes of action arising from the same transaction must be included in a single suit.*
>
> *iii. Several definitions have been given to the phrase "cause of action" and it can safely be said to mean - "every fact which would be necessary for the plaintiff to prove, if traversed, in order to support his right to the judgment of the Court". Such a cause of action has no relation whatsoever to the defence that may be set up by the defendant, nor does it depend upon the character of the relief which is prayed for by the plaintiff but refers to the media upon which the plaintiff asks the Court to arrive at a conclusion in his favour.*
>
> *iv. Similarly, several tests have been laid out to determine the applicability of Order II Rule 2 to a suit. While it is acknowledged that the same heavily depends on the particular facts and circumstances of each case, it can be said that a correct and reliable test is to determine whether the claim in the new suit is in fact founded upon a cause of action distinct from that which was the foundation of the former suit.*

Additionally, if the evidence required to support the claims is different, then the causes of action can also be considered to be different. Furthermore, it is necessary for the causes of action in the two suits to be identical in substance and not merely technically identical.

v. The defendant who takes shelter under the bar imposed by Order II Rule 2(3) must establish that (a) the second suit was in respect of the same cause of action as that on which the previous suit was based; (b) in respect of that cause of action, the plaintiff was entitled to more than one relief; and (c) being thus entitled to more than one relief, the plaintiff, without any leave obtained from the Court, omitted to sue for the relief for which the second suit had been filed.

vi. The defendant must also have produced the earlier plaint in evidence in order to establish that there is an identity in the causes of action between both the suits and that there was a deliberate relinquishment of a larger relief on the part of the plaintiff.

vii. Since the plea is a technical bar, it has to be established satisfactorily and cannot be presumed merely on the basis of inferential reasoning."

(emphasis supplied)

13. The Apex Court in State Bank of India v. Gracure Pharmaceuticals Limited, **(2014) 3 SCC 595,** has observed as under:-

*"**14.** On 28-3-2001 the Bank honoured the bills of exchange against the LC opened with BNP subject to the various conditions. The amount was credited to the account of the respondent subject to realisation of the LC. Since the amount of the LC was not received with the issuing Bank on 1-5-2001, the amount was debited to the account of the respondent on account of non-*

receipt of the LC from CDN. Similarly, the amount of the LC having not received from the issuing Bank by 14-6-2001, the amount was debited to the account of the respondent for non-receipt of the LC from BNP.

15. *The Bank sent various letters to the respondent to regularise the accounts. Since the accounts were not regularised, the Bank decided not to grant further facility. The respondent then on receipt of the payment from the foreign buyer and having failed to take any steps to realise the payment from the buyer or issuing Bank, filed a complaint on 30-9-2001 with the Banking Ombudsman against the Bank on account of reversing the entry on non-receipt of payment of the LCs. The complaint filed by the respondent was, however, later withdrawn. The Bank's stand is that the closure of account was done on 20-3-2002 due to the fault of the respondent on non-regularisation of their accounts i.e. after non-receipt of payment of the LC, the amount became irregular and remained so continuously.*

16. *Let us now examine the averments contained in para 37 of the subsequent Suit No. 288/03/04 of 2003 in the above perspective. Para 37 is extracted hereinbelow for easy reference:*

> *"37. That the cause of action to file the present suit accrued in favour of the plaintiff and against the defendants on all those occasions when the defendants wrote various letters to the plaintiff threatening to initiate or actually initiating action against the plaintiff in relation to various credit facilities which were being enjoyed by the plaintiff. The cause of action to file the present suit accrued further in favour of the plaintiff and against the defendants on all those occasions when the defendants actually initiated action against the plaintiff in relation to various credit facilities, which were being enjoyed by the plaintiff and thereby did*

> *not provide the said facilities to the plaintiff. The cause of action further accrued when the defendants wrote a letter dated 20-3-2002 to the plaintiff conveying their decision to unilaterally and illegally rescind the contract between the parties and thereby stopping all credit facilities to the plaintiff. The cause of action accrued further when on 26-3-2002, the General Manager (Commercial) of Defendant 1 did not intervene to stop the arbitrary and illegal action of the officers concerned of the Industrial Finance Branch. The cause of action accrued further when prior to filing of the suit, the plaintiff through its counsel, issued and served upon the defendants a legal notice dated 24-12-2002. The cause of action is still continuing and subsisting."*

17. *When we go through the abovequoted paragraph it is clear that the facts on the basis of which the subsequent suit was filed, existed on the date on which the earlier suit was filed. The earlier suit was filed on 15-3-2003 and subsequent suit was filed on 21-5-2003. No fresh cause of action arose in between the first suit and the second suit. The closure of account, as already indicated, was intimated on 20-3-2002 due to the alleged fault of the respondent in not regularising their accounts i.e. after non-receipt of the payment of the LC, the account became irregular.* ***When the first suit for recovery of dues was filed i.e. on 15-3-2001 for alleged relief, damages sought for in the subsequent suit could have also been sought for. Order 2 Rule 2 provides that every suit shall include the whole of the claim which the plaintiff is entitled to make in respect of the same cause of action. The respondent is not entitled to split the cause of action into parts by filing separate suits. We find, as such, that the respondent had omitted certain reliefs which were available to it at the time of filing of the first suit and after having relinquished the same, it cannot file a separate suit in***

view of the provisions of sub-rule 2 of Order 2 Rule 2 CPC. The object of Order 2 Rule 2 is to avoid multiplicity of proceedings and not to vex the parties over and again in a litigative process. The object enunciated in Order 2 Rule 2 CPC is laudable and it has a larger public purpose to achieve by not burdening the court with repeated suits."

(emphasis supplied)

14. The present suit is one for recovery of Rs. 5,68,32,402/- from the Defendant towards supply of goods. In the Plaint, after referring to the cheques which have been dishonoured and the various complaints under Section 138 of the Negotiable Instruments Act, the Plaintiff as stated as under:-

"35. It is stated that under the given facts and circumstances the Plaintiff was constrained to issue a legal notice of recovery dated 05.08.2017 to the Defendant and its above named Directors, whereby they were called upon to discharge the above said liability and make payment of Rs.90,21,123/- (Rupees Ninety Lac Twenty One Thousand One Hundred and Twenty Three Only), for the payment of which the Defendant had issued the above said ten cheques for Rs.90,21,123/- (mentioned in Para 27 above), which were issued by the Defendant Company towards part payment of principal outstanding amount out of total principal outstanding amount of Rs.1,40,01,488/-, within 30 days of receipt of the said Legal Notice dated 05.08.2017, however till date neither any reply to the said notice has been received nor the payment has been made till date. The Plaintiff also sent a Corrigendum-cum- Reminder Legal Notice dated 27.02.2019 to the Defendant, therein demanding the payment of Rs.90,2i,123/-, however the Defendant completely failed to comply with the said Corrigendum-cum-Reminder Legal Notice dated

27.02.2019. The Plaintiff has already filed a suit under Order 37 CPC qua the said ten cheques and the same is pending before the Court of Sh. Deepak Dabbas, Ld. ADJ, (West) Tis Hazari District Court, Delhi for its adjudication.

36. It is stated that the Plaintiff also issued a separate Notice dated 07.08.2017 to the Defendant and its Directors, therein demanding payment of an amount of Rs.49,80,365/- (Rupees Forty Nine Lac Eighty Thousand Three Hundred Sixty Five Only) towards part principal outstanding amount and Rs.5,18,52,037/- (Rupees Five Crore Eighteen Lac Fifty Two Thousand and Thirty Seven Only) towards the delay payment charges which had accrued from the beginning of the business transactions i.e., 02.12.2014 till 30.04.2017, total amount to Rs.5,68,32,402/- (Rupees Five Crore Sixty Eight Lac Thirty Two Thousand Four Hundred and Two Only), however the said notice failed to invoke any response from the Defendant. A separate Corrigendum-cum-Reminder Legal Notice dated 27.02.2019 was issued by the Plaintiff to the Defendant with regard to balance principal outstanding amount of Rs.49,80,365/- and the delay payment charges of Rs. 15,20,82,692/- accrued towards the delay payment charges from the beginning of business transaction i.e. 02.12.2014 till 31.01.2019. However the present suit is filed by the Plaintiff to claim an amount of Rs.5,68,32,402/-, as demanded in the above said legal notice dated 07.08.2017, on account of balance principal outstanding amount of Rs.49,80,365/- and the delay payment charges of Rs.5,18,52,037/- accrued from the beginning of the business transaction I.e. 02.12.2014 till 30.04.2017. Needless to mention that the Defendant Is undoubtedly liable to pay further delay payment charges which have accrued post 30.04.2017 till the time the actual and entire payment Is made to the Plaintiff. The Plaintiff in *no sense whatsoever has given up or waived his right/claim over the delay payment charges which shall be payable by the Defendant post 30.04.2017 till the actual payment. Presently due to financial constraints the Plaintiff Is not In a position to pay applicable court fees on the amount which Is payable by the Defendant Company to the Plaintiff Company till the date of filing of the present. Hence, the present suit is filed by the Plaintiff to claim an amount of Rs.5,68,32,402/-, as demanded in the above said legal notice dated 07.08.2017, on account of balance principal outstanding amount of Rs.49,80,365/- and the delay payment charges of Rs.5,18,52,037/- accrued from the beginning of the business transaction i.e. 02.12.2014 till 30.04.2017.*

37. That the cause of action arose for the first time in favour of Plaintiff in the month of November, 2014, when the Defendant through its Directors namely Mr. Amit Airy, Mr. Bharat Bushan Airy, Mrs. Mithlesh Airy and Mrs. Navita Airy, on behalf of their Defendant Company, approached the Plaintiff with the intention and desire to have business dealings with the Plaintiff. It further arose when meetings took place between the Plaintiff and Defendant. It further arose when terms and conditions of business were discussed and agreed upon between the parties. It further arose when the Defendant placed purchase orders for the material with the Plaintiff. It further arose when the Plaintiff raised excise-cum-tax invoices regarding the same. It further arose when the Defendant issued cheques in lieu of their liability towards the Plaintiff. It further arose when the impugned cheques were presented for encashment by the Plaintiff and the same were dishonored. It further arose on several occasions when the Plaintiff received several on account payments from the arose. It also arose on 03.09.2016 when last on account payment of Rs.50.00 lacs was received by *the Plaintiff from the Defendant. It also arose on each occasion when meetings took place after receipt of above said last payment of Rs.50.00 lacs, between the Director of the Plaintiff Mr. Devi Dayal Garg and the Directors of the Defendant Company. It also arose in the month of April, 2017 when the Director of the Defendant Mr. Amit Airy issued several cheques in favour of the Plaintiff and handed over the same to Mr. Devi Dayal Garg, including the ten cheques, which are the subject matter of the present suit. It also arose on 31.03.2017, when Mr. Amit Airy sent photographs through WhatsApp of two Banker's Cheques bearing No.936421 & 936422 of Rs.25.00 lac each, both dated 31.03.2017 Issued by State Bank of India, Naraina Branch, New Delhi, in favour of Plaintiff. It further arose when the Plaintiff sent a legal notice dated 07.08.2017 to the Defendant and its Directors, therein demanding the payment of Rs.5,68,32,402/-, however despite service of notice on the Defendant and its Directors, the Defendant failed to make the payment. It further arose when the Plaintiff sent a Corrigendum-cum-Reminder Legal Notice dated 27.02.2019 to the Defendant and its Directors, however despite service of same on the Defendant and its Directors, the Defendant failed to comply with the same. The cause of action is still continuing as the Defendant has failed to make the payment till date. The suit is within limitation. "*

15. The present Suit has been filed on 19.08.2019. A perusal of Paragraph 35 of the Plaint shows that the Plaintiff has already filed a Suit being CS (COMM) 315/2019 under Order 37 of the CPC towards 10 cheques. Though the Plaint does not state the date of filing of the Suit, the application under Order VII Rule 11 of the CPC indicates that CS (COMM) 315/2019 has been filed on 08.08.2019.

16. A perusal of the cause of action paragraph in the present Suit does not show any fresh cause of action occurred as on 19.08.2019, when the present Suit was filed. The present Suit undoubtedly includes the amounts which are covered from 10 cheques which are subject matter of CS (COMM) 315/2019 which is pending before the District Judge, Tis Hazari Court, Delhi.

17. It is now well settled that the object of Order II Rule 2 of the CPC is to prevent multiplicity of suits and a person cannot be vexed twice for the same cause of action. The cause of action which resulted in filing of the earlier Suit was that the amounts are unpaid by the Defendant. The only thing which the Plaintiff is now claiming by way of the present Suit is the delay payment charges from 02.12.2014 till 31.07.2019.

18. Order II Rule 2(3) of the CPC specifically states that a person is entitled to more than one relief for same cause of action and may sue for all or any of such relief but if he omits except with the leave of the Court to sue for all reliefs, he shall not afterwards sue for any relief so omitted. There is no averment in the Plaint that by filing CS (COMM) 315/2019, the Plaintiff had sought any such leave from the Court under Order II Rule 2(3) of the CPC.

19. In the opinion of this Court, in the absence of any fresh cause of action, the Plaintiff ought to have included all the amounts in the earlier Suit and since the Plaintiff having chosen to file a Suit under Order 37 of the CPC alone is sufficient to be precluded from filing fresh Suit to include those amounts which are part of CS (COMM) 315/2019.

20. It is clear that the facts on the basis of which the present Suit has been filed existed on the day when CS (COMM) 315/2019 had been filed. Since no fresh cause of action has arisen between the filing of the earlier Suit and

the present Suit, the principles of Order II Rule 2 of the CPC are applicable, which is to avoid multiplicity of proceedings and not to vex parties over and over again in a litigation process. It is now well settled that the object and purpose of Order II Rule 2 of the CPC is laudable and it has a larger public purpose to achieve by not burdening the court with multiple suits.

21. Since the relief claimed by the Plaintiff could have been claimed in the Suit CS(COMM) 315/2019 as in the present Suit the relief claimed by the Plaintiff is limited to only the outstanding payment amount and delayed payment charges which forms the part of the same transaction out of which the earlier Suit was filed, therefore, both Suits arise from the same cause of action. Moreover, the Plaintiff intentionally omitted the reliefs as sought in the present petition, therefore, now by way of the present Suit, the Plaintiff cannot sue the Defendants for reliefs which were omitted in the earlier Suit as the same is barred under Order II Rule 2 of CPC. It is also observed that the facts, on the basis of which the present Suit is filed, existed at the time of filing of the earlier Suit, and therefore, no fresh cause of action arose between the earlier Suit and the present Suit.

22. The Plaintiff have omitted certain reliefs which were clearly available with the Plaintiff at the timing of the filing of earlier Suit and after relinquishing the same, the Plaintiff now cannot file a separate Suit as per sub-Rule 2 of Order II Rule 2 of the code. The Plaintiff is not entitled to split the cause of action by filing two Suits seeking reliefs which are part of same transaction and since the Suit filed earlier is decided, therefore, there remains no cause of action against the Defendant without seeking the leave of the Court under Order II Rule 2(3) of the CPC.

23. The present application therefore succeeds.

CS(COMM) 517/2019

24. In view of the fact that the Application Order VII Rule 11(a) of CPC has been allowed, the present Suit stands rejected. Pending application(s), also stand disposed of.

SUBRAMONIUM PRASAD, J

JULY 01 , 2026
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