

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

2025.PHHC.113593



**CR-5468-2025 (O&M)
DATE OF DECISION : 26.08.2025**

CHAND RAM **... PETITIONER**
V/S
RAJENDER KUMAR JOON AND OTHERS **... RESPONDENTS**

CORAM: HON'BLE MR. JUSTICE PARMOD GOYAL

Present: Mr. Ivneet Singh Pabla, Advocate for the petitioner.

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PARMOD GOYAL, J. (ORAL)

Present revision petition has been preferred by defendant No.1 - petitioner whose application under Order VII Rule 11 CPC for rejection of plaint was dismissed vide impugned order dated 24.03.2025 (Annexure P-4) passed by learned Civil Judge (Junior Division), Bahadurgarh.

2. Plaintiff has preferred a suit under Section 38 of Specific Relief Act, 1963 for permanent injunction claiming to have purchased plot measuring 200 Sq. Yards comprised in Khewat no. 108 Khatauni no. 149 Rect and Killa no. 31//22 (7-7) situated at village Sarai Aurangabad Kuber Colony, M.D. College within Municipal limit Bahadurgarh Tehsil Bahadurgarh, District Jhajjar vide agreement dated 27.01.2023 from one Shakuntla w/o Mannu Dev s/o Mahabir.

3. Petitioner - Defendant No.1 appeared in said suit and moved an application under Order VII Rule 11 CPC asserting that they had purchased the property from actual owners vide registered sale deed dated 29.12.2011 and thereafter, on the basis of sale deed mutation no. 3507 dated 09.02.2012

was duly entered in favour of the defendants. The sale deed is stated to have been executed in favour of Saroj Bala w/o Chand Ram and Rakesh s/o Ramdhan to the extent of 1/2 share each. It is asserted that Saroj Bala and Rakesh, had purchased the said plot vide sale deed dated 29.12.2011 by paying a total sale consideration for Rs.8,50,000/- from real owner of plot in question.

4. It is the case of petitioner – defendant No.1 that originally the property was owned by Sarita which they had purchased through Vijay Kumar - General Power of Attorney of owner Sarita. It is the case of the petitioner – defendant No.1 that plaintiff-respondents have no cause as the alleged agreement-to-sell is forged and fabricated and executed by unknown person who has no concern with property and therefore, plaint is liable to be rejected.

5. On consideration, I find that issue being raised on behalf of the petitioner – defendant No.1 is disputed question of facts which require to be proved by leading evidence on record. It is the case of defendant No.1 – petitioner that present suit has been filed cleverly by plaintiff by not impleading actual owners Saroj Bala and Rakesh (Saroj Bala happens to be wife of defendant No.1 – petitioner) and that present suit has been filed on the basis of fake agreement-to-sell and therefore, no cause of action exists against defendant No.1. A plaint can be rejected for the reasons stated in Order VII Rule 11 CPC. Order VII Rule 11 CPC is reproduced for ready reference:-

“11. Rejection of plaint.— The plaint shall be rejected in the following cases:—

(a) where it does not disclose a cause of action;

- (b) where the relief claimed is undervalued, and the plaintiff, on being required by the Court to correct the valuation within a time to be fixed by the Court, fails to do so;
- (c) where the relief claimed is properly valued, but the plaint is returned upon paper insufficiently stamped, and the plaintiff, on being required by the Court to supply the requisite stamp-paper within a time to be fixed by the Court, fails to do so;
- (d) where the suit appears from the statement in the plaint to be barred by any law;
- (e) where it is not filed in duplicate;
- (f) where the plaintiff fails to comply with the provisions of rule 9:

Provided that the time fixed by the Court for the correction of the valuation or supplying of the requisite stamp-paper shall not be extended unless the Court, for reasons to be recorded, is satisfied that the plaintiff was prevented by any cause of an exceptional nature from correcting the valuation or supplying the requisite stamp-paper, as the case may be, within the time fixed by the Court and that refusal to extend such time would cause grave injustice to the plaintiff.”

6. Plaintiff can be rejected only on the grounds noted above. In the present case, suit is for permanent injunction and plaintiff is claiming that it is defendants who are interfering in his possession.

7. On the other hand, case of defendant No.1 is that plaintiff has no right or claim over the suit property as suit property is owned by his wife Saroj Bala and one Rakesh, who had purchased the same from actual owner Smt. Sarita. Reliance has been placed upon registered sale deed in favour of Saroj Bala and Rakesh stated to be duly executed by Vijay Kumar, General Power of Attorney of Sarita and on the basis of said sale deed, mutation has also been entered in favour of Saroj and Rakesh by revenue Authorities. Since the suit is for permanent injunction, plaintiff can claim relief against any person who is trying to interfere in his possession. So, it cannot be held that no cause of action has been shown by the plaintiff. However, it is to be noted that merely having cause of action by asserting facts in the plaint

would not mean that those facts are correct and have to be accepted by the Court. Both the parties are required to prove their case by leading evidence to prove their respective case.

8. Therefore, at this stage, when the Court has to see whether any cause of action is made out or not from mere reading of plaint, the conclusion drawn by learned Court of First Instance that plaintiff has been able to show cause of action cannot be faulted. However, it is made clear that this finding recorded by learned Court of First Instance would not effect the case of defendants on merits and no prima facie finding or expression of opinion in the impugned order shall be taken against defendants and the learned Court of First Instance would try the suit on any application moved by petitioner in accordance with law after considering the evidence led by the parties as regards to ownership and possession over the suit property.

9. Revision petition is, accordingly, dismissed.

26.08.2025

Janki

(PARMOD GOYAL)
JUDGE

Whether speaking/reasoned : Yes/No
Whether reportable : Yes/No