



2025:DHC:6445-DB



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

**Date of decision: 04.08.2025**

+ FAO(OS) 85/2025, CM APPL. 47134/2025, CM APPL. 47135/2025 and CM APPL. 47136/2025

MANOJ GARG

.....Appellant

Through: Mr. Vivek Garg and Mr. Sandeep Singh Nainwal, Advs.

versus

SAMAY GARG AND ORS

.....Respondents

Through: Mr. Shiv Charan Garg, Mr. Imran Khan and Ms. Jahanvi Garg, Advs. for R-1

**CORAM:**

**HON'BLE MR. JUSTICE ANIL KSHETARPAL**

**HON'BLE MR. JUSTICE HARISH VAIDYANATHAN**

**SHANKAR**

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**JUDGEMENT (ORAL)**

**ANIL KSHETARPAL, J.**

1. The present Appeal under Section 10 of the Delhi High Court Act, 1966 read with Section 151 of the Code of Civil Procedure, 1908, [hereinafter referred to as the 'CPC'] has been preferred by the Appellant (Defendant No.3) assailing the Order dated 20.05.2025 [hereinafter referred to as the 'Impugned Order'] passed by the learned Single Judge in IA No. 17285/2023 in CS (OS) 275/2022, titled *Shri Samay Garg v. Shri Ram Rattan Gupta & Ors.* whereby the Appellant's application under Order VII Rule 11 of the CPC, seeking rejection of the plaint at the threshold, was dismissed.



2. The brief facts leading to the present Appeal, as pleaded, are that the Respondent No.1/Plaintiff filed a suit seeking the following reliefs:-

*(i) Pass a decree of Declaration in favour of the plaintiff and against the defendants, declaring the plaintiff as owner of the suit property land measuring in property bearing Khasra No. 79/1 min (New) and 293/1 min (Old) Khasra No. 1159/427, admeasuring 856 sq. yds situated at village Shahpur, Daulatpur, Delhi as shown in Red Colour in the site plan.*

*(ii) A decree of declaration may be passed whereby fard showing the name of defendants No. 2 and 5 as still owner of the suit property and false, fabricated and forged documents prepared by defendants No.1 to 6 in respect of suit property may be declared as null and void in the interest of justice.*

*(iii) Pass a decree of Permanent Injunction in favour of the plaintiff and against the defendants, restraining the defendants, their agents, successors, assignees etc from transferring or alienating or creating third party interest in the suit property, as shown in red colour in the site plan.*

*(iv) To pass a decree of specific performance of contract and direct the respondent No. 1 to execute the Sale Deed in respect of the area measuring 428 sq. yds. situated at Khasra No 79/1, Min (New) & 293/1, Min (Old), Khata no.1159/427 in Village Shahbad Daulatpur, Delhi, Village Shahbad Daulatpur, Delhi.*

*(v) A decree of declaration may be passed whereby a Sale Deed Dated 14.12.2021, vide Registration No. 3388, Book No. 1, Volume No. 559, on pages 142 to 150, registered on 14.12.2021, before the Sub-Registrar, Delhi, executed in favour of defendant No. 3 may be declared as null and void.*

*(vi) A decree of declaration may be passed whereby a Sale Deed dated 14. 12.2021 vide Registration No. 3389, Book No. 1, Volume No. 509, on pages 151 to 159, registered on 14.12.2021, before Sub- Registrar, Delhi, by defendant No. 1 in favour of defendant No. 6 may be declared as null and void.*

*(vii) Any other or further relief which this Hon'ble Court may deem fit and proper in the facts and circumstances of the case may be passed in favour of the plaintiff and against the defendants.*



3. Thereafter, the Appellant/Defendant No.3 filed an application bearing I.A. No. 17285/2023 under Order VII Rule 11 of the CPC, seeking rejection of the plaint on multiple grounds, including that the suit was barred by limitation; that the plaint lacked a valid cause of action; and that the Plaintiff had suppressed material facts including prior litigation, particularly CS(OS) 186/2022, which allegedly pertained to the same subject matter and parties. It was further contended that the Plaintiff had approached the Court with unclean hands, having concealed the factum of his own execution of documents and the lawful consideration paid under the registered sale deeds.

4. The learned Single Judge, vide the Impugned Order, dismissed the application filed by the Appellant under Order VII Rule 11 of the CPC, holding that the plaint disclosed a cause of action and that the issues of limitation and alleged suppression of material facts involved disputed questions requiring adjudication at trial. Aggrieved thereby, the present Appeal has been preferred by the Appellant.

5. At the outset, learned counsel for the Appellant submits that the suit is based upon an Agreement to Sell dated 16.04.1999, allegedly executed by Shri Mahavir Prasad Gupta and Shri Ram Rattan Gupta, and is therefore, barred by limitation under the Limitation Act, 1963, having been filed beyond the prescribed period of three years from the date of the said Agreement to Sell.

6. Learned counsel further contends that the Agreement to Sell, as well as the Power of Attorneys, relied upon by the Plaintiff, are forged



and fabricated documents. It is submitted that the said Power of Attorneys stood cancelled as far back as in the year 2012, and therefore, any reliance placed thereon is wholly misconceived.

7. He also contends that the suit is based upon suppression of material facts, inasmuch as the Plaintiff has asserted rights in the suit property on the basis of a Will purportedly executed by his late father, Late Shri Satish Kumar Garg, which, according to the Appellant, is a forged and fabricated document.

8. This Court has considered the submissions advanced by learned counsel for the Appellant. A suit for specific performance of a contract is governed by Article 54 of the Schedule to the Limitation Act, 1963, which reads as under:-

	Description of Suit	Period of Limitation	Time from which period begins to run
54.	For specific performance of a contract	Three years	The date fixed for the performance, or, if no such date is fixed, when the plaintiff has notice that performance is refused.

This provision has been consistently interpreted by courts to mean that the question as to when limitation begins to run must be determined based on pleadings and evidence, and in appropriate cases, may involve disputed questions of fact.

9. A perusal of Article 54 of the Schedule to the Limitation Act, 1963, reveals that Column No. 3 thereof is in two parts. The first part stipulates that the period of limitation for a suit seeking specific performance of a contract begins to run from the date fixed for performance. Admittedly, in the present case, no date was fixed for



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the performance of the Agreement to Sell dated 16.04.1999. Consequently, the second part of Column No. 3 thereof would be applicable, which provides that the period of limitation would commence when the plaintiff has notice that performance of the agreement has been refused. In the instant case, the plaintiff has categorically averred that no such notice of cancellation or refusal to perform the Agreement to Sell was ever received by him.

10. It is well settled that rejection of a plaint at the threshold has a serious legal consequence and may be invoked only where the Court arrives at a categorical finding that the suit is barred by limitation on the face of the pleadings. Ordinarily, the question of limitation involves mixed questions of law and fact, which can only be adjudicated upon after the parties have led evidence.

11. The second argument advanced by the learned counsel for the Appellant, alleging fabrication of documents, is not required to be dealt with at this stage, in view of the scope of Order VII Rule 11 of the CPC, which confines the grounds for rejection of a plaint to those explicitly enumerated therein. The Court, while exercising powers under Order VII Rule 11 of the CPC, is required to examine only the averments made in the plaint, and not the defence set up by the defendant.

12. In order to appreciate the limited scope of the power under Order VII Rule 11 of the CPC, it is apposite to reproduce the said provision, which enumerates the specific grounds on which a plaint may be rejected at the threshold. The same reads as under:-



*Order VII Rule 11 – Rejection of Complaint*

*The complaint 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 complaint is written 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 complaint 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.*

13. To our minds, the reasons canvassed by the Appellant do not appear to satisfy any of the grounds enumerated in Order VII Rule 11 of the CPC. In view of the aforesaid discussion, this Court finds no infirmity in the Impugned Order warranting interference in the present appellate proceedings.



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14. Accordingly, the present appeal along with the pending applications stand dismissed.

**ANIL KSHETARPAL, J.**

**HARISH VAIDYANATHAN SHANKAR, J.**  
**AUGUST 04, 2025/sp/pl**