



2025:DHC:10915-DB



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

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*Judgment reserved on: 27.11.2025*

*Judgment pronounced on: 06.12.2025*

+ FAO(OS) 84/2023 and CM APPL. 39076/2023  
VINOD KUMAR MANAKTALA (SINCE DECEASED  
AND REPRESENTED BY LRS) & ORS. ....Appellants

Through: Mr. B. K. Sood, Mr. Manik  
Sood and Ms. Jyotsna  
Bhardwaj, Advs.

versus

VIPIN KUMAR MANAKTALA & ORS. ....Respondents

Through: Mr. Ashish Dholakia, Sr. Adv.  
along with Mr. Subhoday  
Banerjee and Mr. Ritesh  
Chowdhary, Advs. for R-1.  
Mr. Harish Malhotra, Sr.  
Adv. along with Mr. Rajender  
Agarwal and Mr. Anoop  
Kumar, Advs. for R-2.  
Mr. Ashok Chhabra and Mr.  
Kunal Jaggi, Advs. for R-3.

+ FAO(OS) 88/2023  
NAKUL MANAKTALA & ORS. ....Appellants

Through: Mr. Ashok Chhabra and Mr.  
Kunal Jaggi, Advs.

versus

VIPIN KUMAR MANAKTALA & ORS. ....Respondents

Through: Mr. Ashish Dholakia, Sr. Adv.  
along with Mr. Subhoday  
Banerjee and Mr. Ritesh  
Chowdhary, Advs. for R-1.



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Mr. B. K. Sood, Mr. Manik Sood and Ms. Jyotsna Bhardwaj, Advs. For R-2, 3, 4 and 7.

Mr. Harish Malhotra, Sr. Adv. along with Mr. Rajender Agarwal and Mr. Anoop Kumar, Advs. for R-5.

**CORAM:**

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

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

## **J U D G M E N T**

### **ANIL KSHETARPAL, J.**

1. Through the present Appeals, the Appellants in FAO(OS) 84/2023 [Defendant Nos. 1,2,3 and 7 therein] and in FAO (OS) 88/2023 [Defendant Nos. 5(a), 5(b), 5(c) therein] assail the correctness of the common order passed on 04.07.2023 by the learned Single Judge [hereinafter referred to as 'LSJ'], while refusing to reject the plaint under Order VII Rule 11 of the Code of Civil Procedure, 1908 [hereinafter referred to as 'CPC'].

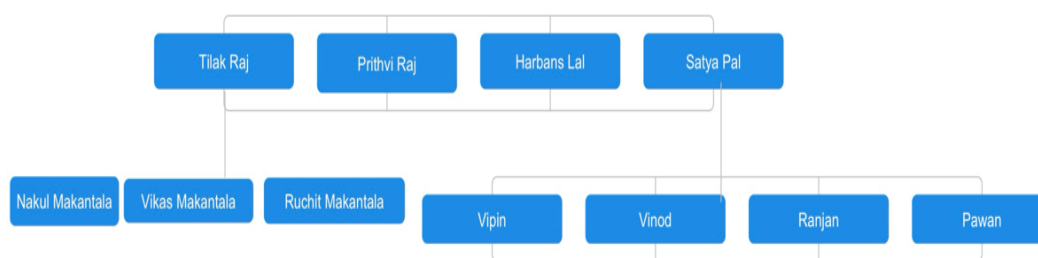
2. Since, the parties to the disputes are common, as is the Impugned Order, this Court deems it appropriate to deliver a common judgement with bifurcation of both the Appeals wherever necessary, while referring to the parties in the same manner and status before the LSJ.

### **COMMON FACTUAL MATRIX**



3. In order to comprehend the issues involved in the present case, it is imperative to cull out the genealogy of the family and the relevant background facts, which are set forth hereinafter.

4. The genealogy of the family reads as under:



5. While instituting the suit and the interim applications, the Plaintiffs, in brief, asserted as under:

5.1 That Sh. Tilak Raj, Sh. Satya Pal, Sh. Prithviraj Manakatala [Respondent No.4 herein in FAO (OS) 84/2023] and Sh. Harbans Lal are real brothers. Sh. Tilak Raj, Sh. Satya Pal and Sh. Prithviraj Manaktala are the co-owners of the ancestral property bearing no. 39, Rama Road, Industrial Area Scheme, Najafgarh Road, New Delhi, having an area of 3925.6 meters [hereinafter referred to as the 'Suit Property'].

5.2 The Suit Property was purchased by way of a Conveyance Deed dated 21.04.1971 by Sh. Satya Pal, Sh. Tilak Raj and Mr. Prithvi Raj. In this property, the business of manufacturing of soap started in 1953 in the name of Gora Mal Hari Ram. Sh. Satya Pal being the eldest son was looking after the entire business along with his father and another



younger brother Sh. Harbans Lal, who later in the year 1964 separated and retired completely from the business and property of the family.

5.3 Mr. Vipin Manaktala, Plaintiff in CS (OS) 446/2020 [Plaintiff herein] claims that an Oral Family Settlement was executed between Sh. Satya Pal, Sh. Tilak Raj and Sh. Prithvi Raj, in which it was decided that the Suit Property would come to the share of Sh. Satya Pal, while the other three properties jointly owned would come to the share of Sh. Tilak Raj and Sh. Prithvi Raj, leaving an option onto them to either keep the same jointly or to separate.

5.4 There were no legal impediments with respect to transferring the title of the other three properties in the name of Sh. Tilak Raj and Sh. Prithvi Raj, however, there were legal impediments and difficulties in implementing the said Oral Family Settlement with respect to the Suit Property. Therefore, no instrument in writing was executed for transferring this Suit Property along with the business in favour of Sh. Satya Pal.

5.5 Sh. Tilak Raj, took advantage of the aforesaid circumstances and filed a suit for partition against Sh. Satya Pal and Sh. Prithvi Raj, claiming co-ownership of the Suit Property. The suit was resisted by Sh. Satya Pal claiming exclusive ownership of the Suit Property basis the Oral Partition through Family Settlement. Sh. Prithvi Raj, however, filed his no objection to the claim for partition.

5.6 Sh. Satya Pal died on 28.07.2006, during the pendency of the said suit. Sh. Tilak Raj [the Plaintiff therein], filed an application for bringing on record the legal heirs of Sh. Satya Pal. The Court issued



notice *vide* order dated 13.11.2006 on the said application to the proposed legal heirs, that is Sh. Vipin Manaktala [Plaintiff herein], Sh. Vinod Kumar [Defendant No.1 herein], Sh. Ranjan Kumar [Defendant No.2 herein] and Sh. Pawan Kumar [the Defendant No.3 herein], who were already contesting parties to the said suit.

5.7 The Plaintiff herein asserts that he was served with the notice on 28.02.2007 and as his brother, Defendant No.1 herein was already contesting the said suit, he informed the Plaintiff herein that he would protect the interest of the Plaintiff herein as well, through his own advocate.

5.8 Further, the Plaintiff herein asserts that in the said suit, the counsel for the Defendant No.1 submitted before this Court on 15.03.2007, that he appears on behalf of the Plaintiff herein also, and took time to file a reply on behalf of the Plaintiff herein to the said application. However, on 11.05.2007, the said counsel informed the Court that he would not be appearing on behalf of the Plaintiff herein. The Plaintiff herein, however, remained under the bonafide impression that he was being duly represented in the said suit.

5.9 On 30.05.2007, this Court allowed the application filed by Sh. Tilak Raj for bringing on record the legal heirs of Late Sh. Satya Pal. The Plaintiff herein was impleaded as Defendant No. 1(b) in the said suit. The Court further recorded that, as the notice has already been served upon the Plaintiff herein, he shall be at liberty to appear through an Advocate.

5.10 Thereafter, an application was filed under Order XXIII Rule 3



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of the CPC by Sh. Tilak Raj, Sh. Vinod Kumar, Sh. Ranjan Kumar, Sh. Pawan Kumar and M/s Gora Mal Hari Ram Pvt. Ltd. in the said suit, jointly contending that they have entered into a settlement with each other and a decree be passed in terms thereof. Sh. Tilak Raj asserted in the said application that he abandons his relief against the Plaintiff herein and against the other Defendants therein, who were not a party to the Settlement Agreement. No notice of this application was issued to the Plaintiff herein.

5.11 The said suit filed by Mr. Tilak Raj, was decreed vide Judgement and Decree dated 13.09.2012, in terms of the settlement and the Memorandum of Family Settlement dated 16.04.2012 executed between the parties thereto.

5.12 The Plaintiff herein claims that, thereafter, *vide* Sale Deed registered on 18.01.2013 in terms of Memorandum of Settlement, Sh. Tilak Raj, Sh. Vinod Kumar, and Sh. Ranjan Kumar transferred 1/3<sup>rd</sup> share of the Suit Property for a sum of Rs.66,10,500/- to M/s Gora Mal Hari Ram Pvt. Ltd. Further, the Plaintiff herein claims that it is only around the beginning of the year 2020, wherein it was discovered that a third party is in occupation of a portion of the Suit Property. On inquiry, it was revealed that a portion of the Suit Property has now been sold to Smt. Raj Kumari Gupta [Defendant No.4 herein], *vide* Sale Deed dated 07.10.2019.

5.13 Upon further inquiry, it was revealed that in the Memorandum of Family Settlement, wherein Defendant No.1 and Defendant No.2, without the prior consent of the other legal heirs of Late Sh. Satya Pal,



including the Plaintiff herein, had given away 1/3<sup>rd</sup> of the Suit Property to Sh. Tilak Raj and had transferred another 1/3<sup>rd</sup> of the Suit Property to M/s Goral Mal Hari Ram Pvt. Ltd. The Plaintiff herein claims that it is only thereafter, that it has also come to his knowledge that Defendant No.3 has also sold 327.1 sq. meters of the Suit Property to M/s Gora Mal Hari Ram Pvt Ltd *vide* Sale Deed dated 19.06.2020.

5.14 As the matter now stands, 2/3<sup>rd</sup> portion of the Suit Property was alienated by Sh. Vinod Kumar and Ranjan Kumar in collusion with Pawan Manaktala. Of the remaining 1/3<sup>rd</sup> or 33% of the Suit Property that was left, 327.1 sq. mtr. of the Suit Property was sold by Pawan Manaktala to M/s Gora Mal Hari Ram Ltd., and presently, only 25% of the property remains unalienated and ought to be declared and partitioned by metes and bounds in the exclusive name of the Plaintiff herein.

5.15 Thus, the Plaintiff herein filed the present suit asserting that the Memorandum of Family Settlement dated 16.04.2012, entered into, in the absence of the consent of the Plaintiff herein, is illegal and deserves to be declared null and void. The Plaintiff herein claims that the consequential judgement and decree dated 13.09.2012 passed by this Court in the said suit, having been obtained through the exercise of fraud, is also null and void. The Plaintiff herein also challenges the consequential and further Sale Deeds executed transferring the rights in the Suit Property.

5.16 The Plaintiff herein claimed the following reliefs:



*"A. Declare that the Memorandum of Settlement dated 16<sup>th</sup> day of April, 2012 between Tilak Raj and Vinod Kumar, Ranjan Kumar and Gora Mal Hari Ram Ltd. as null, void, non-est in law (Document at srl no. 22 in the index-iv); and/or*

*B. Declare that the Judgment and decree dated 13<sup>th</sup> day of September, 2012 passed by this Hon'ble Court in CS(OS) No. 2850/1987 obtained through exercise of fraud, as null, void, non-est in law and not binding against plaintiff (Document at srl no. 26 in the index-iv); and/or*

*C. Declare that the Sale Deed registered vide Document No.698 in Additional Book No.1 Volume No.20578 on i pages 114 to 123 dt.18.01.2013 with the office of the Sub-Registrar, Sub-Distt.. No. II Janakpuri, New Delhi executed by (1) Shri Prithvi Manaktala as Vendor and (2) Shri Tilak Raj as Confirming Party in favour of M/s Gora Mal Hari Ram Pvt. Ltd., null, void, non-est in law (Document at srl no. 27 in the index-iv); and/or*

*D. Declare that the Sale Deed dated 7.10.2019 between M/s Gora Mal Hari Ram Ltd. and Smt. Raj Kumari Gupta, - alienating land measuring 1565 sq. Yds. (1308.5 sq. mtr.), which is 1/3<sup>rd</sup> share in Plot No. 39, with construction made on the said portion; vide sale deed bearing registration No. 11661 in Addl. Book No. 1 Volume No. 24,589 on pages 71-79 as illegal, null, void, non-est in law (Document at srl no. 28 in the index-iv); and/or*

*E. Pass a preliminary decree for partition of 1/4<sup>th</sup> share of the Plaintiff in the said property identified as 39, Rama Road, Najafgarh Industrial Area, New Delhi.*

*F. Pass a final decree of partition of 1/3<sup>rd</sup> share of the Plaintiff in the said property by dividing it by metes and bounding and allocating and handing-over Plaintiff's separate share to him in his exclusive possession free from any interference.*

*G. A decree for rendition of account against Defendant No.1 and an inquiry into damages, for use and occupation against Defendant. No.1 to 5 (a), (b) and (c) and Defendant no. 7 jointly and/or severally; and/or*

*H. Payment of the amount that may be determined as a result of the inquiry pursuant to the decree prayed for in "G" above.*

*I. Interest @18% p.a. on the amount that may be decreed /determined as payable.*

*J. Pass a decree of permanent injunction restraining the defendants no. 1 to 5 (a), (b), (c), and 7 or their heirs/assignees/agents/etc. from alienating, selling, encumbering, assigning, leasing, licensing or in any manner transferring or conveyancing or creating any 3<sup>rd</sup> party rights in the suit property*





*i.e. 39, Rama Road, Najafgarh Industrial Area, New Delhi or any part thereof to any third party, in any manner whatsoever, until the time the property is partitioned legally by metes and bounds; and/or*

*K. Grant costs of suit including counsel fee and any other incidental costs.”*

6. Defendant No.4 *vide* I.A. No. 2852 Of 2021 and the Defendant 5(a), 5(b) and 5(c) *vide* I.A. No. 3400 of 2021, filed an application under Order VII Rule 11 of the CPC, to reject the Plaint briefly on the following submissions:

6.1 The Defendant submits that the Plaintiff herein as duly notified by a written letter dated 24.03.2012 and was put to notice about the aforesaid settlement sought to be negotiated. The said notice was duly replied to by the Plaintiff herein *vide* his letter dated 23.04.2012, wherein the Plaintiff herein has not disclosed nor mentioned as to what steps he had taken to safeguard his interests in the suit, in the event, the said settlement was stated to be in conflict with his interest.

6.2 The Defendant submits that the Plaintiff's challenge to the Sale Deed dated 18.01.2013, is barred by limitation as the said Sale Deed was executed on 18.01.2013 and was registered on the same day before the concerned Sub Registrar. The said submission is without prejudice to the fact that the Plaintiff herein was always aware about the execution of said sale deed right from its execution and consequently, the challenge of the said Sale Deed in 2020, is on face of it hopelessly barred by time.

6.3 Since no challenge can be made against the aforesaid Sale Deed dated 18<sup>th</sup> January, 2013, executed in favour of M/s Gora Mal Hari



Ram Ltd., therefore, no challenge will lie against the Sale Deed dated 07<sup>th</sup> October 2019, executed by the said company in favour of Defendant No.4.

6.4 It is asserted that the suit is barred under Order XXIII Rule 3A of the CPC, as a consent decree cannot be challenged by way of a separate suit. Thus, the separate suit is barred by law and it is a settled law that the Plaint is liable to be rejected under Order VII Rule 11 of the CPC.

7. In essence, the Plaintiff herein claims that, notwithstanding the abandonment of reliefs concerning him in the previously instituted suit, his rights stand adversely affected by the Settlement Agreement pursuant to which the said suit came to be disposed of. It is his assertion that the resultant decree is null and void, having been procured by fraud.

8. The Defendants sought rejection of the plaint under Order XXIII Rule 3A of the CPC which prohibits filing of a suit to set aside a decree on the ground that the compromise on which the decree is based was not lawful.

9. The LSJ rejected the aforesaid contention, finding no merit in the present applications, as the said objections require the determination of the issues by leading evidence which awaits the adjudication of trial.

### **CONTENTION OF THE PARTIES**



10. Learned Counsel for the Defendants, while controverting the findings of the LSJ has made the following submissions:

10.1 It is contended that the LSJ has erred in entertaining such a suit on the basis of an allegedly flimsy cause of action. Despite acknowledging that the Plaintiff herein was aware of the letters dated 24-03-2012 and 23-04-2012 indicating the ongoing settlement talks between the parties, the Plaintiff herein failed to take any timely steps to safeguard his interests. Having remained inactive for nearly eight years, the Plaintiff herein cannot now be permitted to challenge the same on what is described as manipulated facts and a tenuous cause of action. That the Plaintiff herein admits that he did not make any inquiry or take any action between the date of decree passed and filing of the present suit and since no reason for such inaction are forthcoming, the same remains an unexplained mystery without any plausible reasons. If the Plaintiff herein chose not to contest the suit, it was at his own peril, and he cannot now seek to unsettle a valid decree on account of his own omissions or inaction.

10.2 It is further asserted that mere clever drafting cannot confer maintainability on the suit as the LSJ has failed to take into consideration that the entire basis for claiming all the reliefs claimed in the suit, could be granted only, if the compromise decree dated 13.09.2012 could be set aside at the first instance. In essence, the suit is nothing but an indirect challenge to the said compromise decree, with other reliefs flowing consequently. Therefore, the present suit is prima facie barred under Order XXIII Rule 3A of the CPC and the plaint ought to have been rejected at the threshold.



10.3 The findings of the LSJ to the effect that the Plaintiff herein is a stranger to the said suit and the bar under Order XXIII Rule 3A of the CPC would not be applicable on the Plaintiff herein, has also been challenged on the pretext that merely because no relief was explicitly sought against the Plaintiff herein (despite such relief not being formally deleted), does not render him a stranger, particularly when he was claiming rights in the said suit. Therefore, the Plaintiff herein cannot evade the statutory bar under Order XXIII Rule 3A.

11. *Per contra*, the learned counsel for the Plaintiff herein has raised the following contentions:

11.1 Controverting the submissions made by the Defendants with respect to the contention that the Plaintiff herein remained a contesting party in the previous suit, it is submitted that he was intended to be deleted from the array of the parties. Thus, it is a settled law, once a Plaintiff in a suit has abandoned his claim against a particular Defendant, no further formal order needs to be passed and the suit as against the said Defendant stands dismissed by operation of law. Therefore, as on the date of the compromise decree, the Plaintiff herein though not formally struck off, stood deleted in law and was no longer a party to that suit.

11.2 Consequently, once the Plaintiff herein stood deleted from the array of the parties in the earlier suit, he became a stranger to the suit, and is entitled to challenge a decree by way of a separate suit. Hence, the provision of Order XXIII Rule 3A of the CPC would not be applicable to a stranger to the suit.



11.3 The Plaintiff herein also contends that the decree passed in the earlier suit is unenforceable as it was not signed or consented to by all the parties to the suit.

11.4 Moreover, with respect to limitation, the Plaintiff herein makes a submission that limitation being a mixed question of facts and law, the suit cannot be rejected relying upon Order VII Rule 11 of the CPC. The Plaintiff herein asserts that the cause of action arose only upon his acquiring knowledge of the decree and the subsequent Sale Deeds, which are the subject matter of challenge herein.

11.5 Lastly, on the point of due diligence, the Plaintiff herein asserts that he was unaware of the passing of the decree in the earlier suit and was under the bona fide impression that Defendant No.1 was protecting his interests in that suit and in any case, it is a mixed question of fact and law, and the determination thereof should await the adjudication of trial of the suit.

### **ANALYSIS AND FINDINGS**

12. This Court has considered the submissions advanced by the learned counsel representing the parties and with their able assistance perused the paper book.

13. At the outset, the law is well-settled that at the stage of Order VII Rule 11 of the CPC, the Court has to examine only the averments made in the Plaint, and not the defence or disputed facts. If the plaint discloses a cause of action and does not show on its face that the suit is barred, the Plaint cannot be rejected. The enabling powers of the



Court to reject the plaint at the threshold is circumscribed and regulated by clause (a) to (f) listed under Order VII Rule 11 of the CPC, which reads as follows:

*“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.]”*

14. With regard to the submission of the Defendants that the suit is barred under Order XXIII Rule 3A of the CPC, and liable to be rejected under clause (d) of Order VII Rule 1, the Court observes that the word ‘law’ used in Order VII Rule 11(d) has been used in the context of substantive law governing the maintainability of the suit, which are not required to be proved by leading evidence. Furthermore, the bar contemplated under Order XXIII Rule 3A applies only to



parties to the proceedings and not to those who were not signatories or consenting participants to the compromise.

15. Order XXIII Rule 3A of the CPC bars the institution of a separate suit challenging a compromise decree. However, before such a bar can be invoked, evidence must be led to establish that the present suit is indeed hit by the said provision. Determination of whether the compromise decree was lawful, and whether the Plaintiff herein can be deemed a party thereto, are issues that require adjudication on evidence.

16. In the present case, the Plaintiff herein specifically alleges that the fraud was played by his brothers, while depriving him of his lawful share in the joint property. Thus, whether the Plaintiff's rights stand affected by the settlement, and whether he had consented thereto, are questions that cannot be conclusively determined at the stage of Order VII Rule 11 of the CPC. Such issues must be examined at trial, and only thereafter can the bar under Order XXIII Rule 3A of the CPC be considered. Therefore, this objection, at this juncture, is untenable.

17. Since the bar under Order XXIII Rule 3A cannot be invoked against strangers and non-parties to the compromise decree, and the Plaintiff herein was admittedly not a party to the settlement agreement which culminated in the decree, the same cannot, *prima facie*, be held to be binding upon him. Moreover, the present suit is not predicated solely on the fact that the compromise on which the decree is based was not lawful. Consequently, the objection lacks merit, and the LSJ has not erred in refusing to reject the plaint at the threshold.



18. It is pertinent to note the fine distinction between a Plaint disclosing the cause of action as required under Order VII Rule 11 of the CPC and the question of whether the Plaintiff is ultimately entitled to succeed in the suit based on such cause of action. This similar view has also been taken by a division bench of Madras HC in ***Tim Boyd v. Kesiraju Krishna Phani &Ors.***<sup>1</sup> where the court observed in paragraph No.23 as follows:

*“23. Whether a plaint discloses the cause of action as required under Order VII Rule 11 of the CPC, is a question which is a distinct and different one from the question as to whether the Plaintiff can succeed in the suit based on such cause of action. It is needless to state that only the latter question involves the consideration of other allied questions with regard to the maintainability of the suit as well as the “locus -standi” of the plaintiff to file the suit. In my considered view, these questions, **namely the maintainability of the suit or the locus-standi of the plaintiff to maintain such suit, are the questions which are to be relegated to be considered and decided along with the other issues on merits, after conducting trial, since these questions also involve consideration of facts and law.** That is why the provision made under Order VII Rule 11 of the CPC for rejection of plaint, specifically reads that the plaint shall be rejected on one of the grounds, namely where it does not disclose “cause of action”. In other words, the above said provision **nowhere contemplates the rejection of Plaint if the suit is not maintainable, or on the ground that the plaintiff is not having locus-standi to file the same.** Thus, in my considered view, the cause of action and locus-standi are two different aspects of the suit and insofar as the application filed under Order VII Rule 11 of the CPC is concerned, the question of locus-standi cannot be a ground for rejecting the plaint.”*

19. Insofar as the objection that the Plaintiff herein cannot maintain a separate suit endeavoring to set aside the Settlement Agreement, the same is devoid of merit. It is evident that the previous suit was disposed of in terms of a settlement to which the Plaintiff herein was neither a signatory nor was his consent ever taken. Therefore, a settlement arrived at, in the absence of the signatures and concurrence

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<sup>1</sup>C.S. NO. 682 of 2014





of all co-sharers cannot be sustained in the eyes of law and is, therefore, *void ab initio*.

20. Further, on the issue of limitation, adjudication on an application under Order VII Rule 11 of the CPC must be determined on the basis of the pleadings and the documents filed by the Plaintiff herein and not by the defence set up by the Defendants. Limitation, being a mixed question of fact and law, cannot ordinarily be determined without trial. In the present case, though the Plaintiff herein may have knowledge of the earlier suits and the ongoing settlement discussions as reflected in letters dated 24.03.2013 and 23.04.2012, however, these averments are required to be proved. The Plaintiff herein asserts that he came to know of the decree and consequential sale deeds only in 2020. Whether this assertion is credible or merely self-serving, is an issue requiring evidence. Thus, this cannot be a ground for rejection of the Plaint at the threshold under Order VII Rule 11 of the CPC.

21. Lastly, with regard to the vacation of the injunction order, the LSJ has rightly held that the interim order 22.12.2020 shall operate only against the unalienated parcel of land of the Suit Property standing in the name of Defendant Nos. 1, 2 and 7, and as identified in paragraph 4(t) of the Plaint.

### **CONCLUSION**

22. In light of the foregoing discussion, this Court finds no illegality or perversity in the conclusions arrived at or that an incorrect approach was adopted by the LSJ in the Impugned Order.



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23. Hence, having found no merit, the present Appeals along with pending application, is dismissed.

**ANIL KSHETARPAL, J.**

**HARISH VAIDYANATHAN SHANKAR, J.**

**DECEMBER 06, 2025**

*s.godara/ra*