$~29

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

% *Date of Decision: 3rd September, 2025*

\+ CS(OS) 343/2025

DELHI DEVELOPMENT AUTHORITY .....Plaintiff

Through: Mr. Ashim Vachher, Senior Advocate with Mr. Shashi Pratap Singh and Ms. Saiba M. Rajpal, Advocates.

versus

SMT. SANTOSH MALIK & ORS. .....Defendants

Through: Mr. Anupam Srivastava, Senior Advocate with Mr. Udit Malik and Mr. Kaarrtik P. Malik, Advocates for D-1 and D-2.
Mr. Arjun Sehgal, Advocate for D-3.

CORAM:
HON'BLE MS. JUSTICE JYOTI SINGH

JUDGEMENT

JYOTI SINGH, J. (ORAL)

I.A. 15993/2025

1. This application is filed on behalf of Defendants No. 1 and 2 under Order VII Rule 11(b) and (d) CPC for rejection of the plaint. Present suit is instituted by the Plaintiff/DDA seeking a decree of cancellation of Conveyance Deed dated 02.04.1996 executed by the Plaintiff in favour of Defendants No. 1 and 2 in respect of suit property bearing No. 11/3, Sarva Priya Vihar, CHBS Ltd., Delhi as also a decree for possession in favour of the Plaintiff.

2. Plaintiff avers in the plaint that the suit property was allotted to Defendant No. 3/Sh. Vijay Malik and later a Perpetual Sub-Lease Deed was

executed in his favour on 13.09.1983. Defendant No. 3 requested the Plaintiff to transfer the property in the name of his grandfather, however, the request was rejected. Thereafter, Defendants No. 1 and 2 applied for conversion of suit property from leasehold to freehold on the basis of a registered General Power of Attorney dated 30.03.1989 and an Agreement dated 10.01.1985 vide application No. 303951 dated 27.06.1994. The Agreement submitted by Defendants No. 1 and 2 was a Tripartite Agreement between Defendant No. 3, Sh. Rughnath Rai Malik (grandfather of Defendant No. 3) and Sh. Ishwar Dutt Malik (son of Sh. Rughnath Rai). GPA dated 30.03.1989 was the one executed by Defendant No. 3 in favour of Smt. Santosh Malik, wife of Sh. Ishwar Datt Malik, after his death on 16.03.1989.

3. It is averred that Defendants No. 1 and 2 also submitted a Will dated 18.05.1987 executed by Sh. Ishwar Datt Malik, whereby the suit property devolved on them in equal proportion along with an Indemnity Bond claiming to be in physical possession of the property under a valid Agreement dated 10.01.1985, made under a Family Settlement and basis these documents, a Conveyance Deed was executed on 02.04.1996 by the Plaintiff in favour of Defendants No. 1 and 2. Later a compliant was received by the Plaintiff from Defendant No.3 alleging that he had not executed any document in favour of Defendants No. 1 and 2 and hence the Conveyance Deed obtained by misrepresentation be cancelled, being in contravention of the Conversion Policy.

4. It is stated that on receipt of the complaint, an inquiry was conducted and legal opinion was sought by the Plaintiff. It was revealed that the Agreement furnished by Defendants No. 1 and 2 was not an ‘Agreement to

Sell' as required under the Conversion Policy dated 14.02.1992 issued by Ministry of Urban Development and 'Scheme of Conversion from Leasehold to Freehold' issued by DDA in April, 1992, since it did not mention the sale consideration. The Agreement submitted was in essence an Agreement for construction of building on the plot and was unregistered. Further, Defendants No. 1 and 2 had not furnished any Family Settlement Deed despite claiming that the suit property had come under a family settlement. Thus the claim of Defendants No. 1 and 2 that they were in physical possession of the suit property under a valid Agreement to Sell was false and accordingly, on 13.01.2020, Show Cause Notice was issued to Defendants No. 1 and 2 invoking Clause 4 of the Conveyance Deed dated 02.04.1996, asking them to show cause within 15 days as to why the Conveyance Deed should not be cancelled on ground of concealment of material facts and failure to provide requisite documents, such as Family Settlement Deed or Agreement to Sell, basis which conversion was sought.

5. It is stated that in response to Show Cause Notice, Defendants No. 1 and 2 sent a reply dated 28.01.2020, denying the allegations of misrepresentation and stating that the conversion of the suit property was carried out way back in 1995 and Conveyance Deed was executed in 1996 in accordance with law. On request of Defendants No. 1 and 2, they were provided with copies containing various provisions, which formed the basis of Show Cause Notice. Another reply was sent by the Defendants on 05.03.2021 stating that the conversion was in accordance with law. After careful deliberation and in accordance with applicable rules, a proposal was forwarded by the Plaintiff to the Vice Chairman, DDA seeking approval for

cancelling/determining the Conveyance Deed and on 12.02.2024 the Conveyance Deed was determined by the Competent Authority. On 25.04.2024, letter was issued to Defendants No. 1 and 2 cancelling the Conveyance Deed and calling upon them to execute the Cancellation Deed within 15 days, failing which Plaintiff would approach the Court for cancellation. Upon failure of Defendants No. 1 and 2 to take the necessary action, present suit was filed by the Plaintiff.

6. To complete the narrative, plaint was registered as a suit on 26.05.2025 and by *ad interim* order, Court restrained the Defendants from transferring, alienating, letting out or parting with possession and/or creating third party rights in the suit property. After receipt of summons, Defendants No. 1 and 2 filed a joint written statement *inter alia* taking an objection that the suit is barred by limitation under Article 59 of the First Schedule of the Limitation Act, 1963 ('Limitation Act'), which prescribes a period of three years from when the facts, entitling the Plaintiff to have the instrument cancelled, become known. It was pleaded that Plaintiff became aware of the facts entitling it to institute the present suit on 23.03.2017, when the complaint was received from Defendant No.3, but the suit was filed on 28.03.2025 i.e. beyond the prescribed period of three years. Thereafter, Defendants No. 1 and 2 filed the present application seeking rejection of the plaint on ground of limitation as also incorrect valuation of the suit for the purpose of Court Fee, to which reply was filed by the Plaintiff.

7. Mr. Anupam Srivastava, learned Senior Counsel for Defendants No. 1 and 2 *albeit* asserting that the Conveyance Deed was executed in accordance with law and conversion policy, submits that the present suit seeking a decree of cancellation of Conveyance Deed and possession is barred by

limitation and the plaint deserves to be rejected on this ground alone. It is urged that suit for cancellation of an instrument is governed by Article 59 of Limitation Act, which prescribes a period of three years from when the facts, entitling the Plaintiff to seek cancellation of an instrument, first become known to him. As per Plaintiff's case, it became aware on 23.03.2017 that Conveyance Deed dated 02.04.1996 was got executed by Defendants No. 1 and 2 by misrepresenting that they were in possession on the basis of a valid Agreement and therefore, the suit filed on 28.03.2025, is barred by limitation. Reliance is placed on the judgment of the Supreme Court in ***Md. Noorul Hoda v. Bibi Raifunnisa and Others, (1996) 7 SCC 767***, wherein the Supreme Court held that Article 59 gets attracted when a suit is filed to set aside or cancel an instrument, contract or a decree on ground of fraud and the starting point of limitation is the date of knowledge of the alleged fact. Reliance is also placed on the judgment of the Supreme Court in ***Khatri Hotels Private Limited and Another v. Union of India and Another, (2011) 9 SCC 126***, where it was held that while enacting Article 58 of Limitation Act, Legislature designedly made a departure from language of Article 120 of the Indian Limitation Act, 1908 ('1908 Act'). The word '*first*' has been used between the words '*sue*' and *'accrued*', which implies that if the suit is based on multiple causes of action, period of limitation will begin to run from the date when the right to sue first accrues. It is further urged that suit for possession is governed by Article 66 of First Schedule of Limitation Act, which prescribes a period of 12 years from the date from which forfeiture is incurred or the condition is broken. Since it is the case of the Plaintiff that the Conveyance Deed was executed by misrepresenting facts, the date of executing the Deed i.e 02.04.1996 will be

the date of commencement of limitation period and suit filed on 28.03.2025 is time barred.

8. *Per contra,* Mr. Ashim Vachher, learned Senior Counsel for the Plaintiff opposes the application and seeks its dismissal. It is submitted that the suit property was allotted to Defendant No. 3, whereafter Perpetual Sub-Lease Deed was executed in his favour on 13.09.1983. Defendant No. 3 requested for transfer of the property in favour of his grandfather Sh. Rughnath Rai vide letter dated 24.10.1987, but the request was rejected. Defendants No. 1 and 2 applied for conversion of the suit property to freehold on the basis of registered GPA dated 30.03.1989 and Agreement dated 10.01.1985 vide application No. 303951 dated 27.06.1994. This Agreement was a Tripartite Agreement between Defendant No. 3, Sh. Rughnath Rai and Sh. Ishwar Dutt Malik, whereby Defendant No. 3 was to *inter alia* surrender his leasehold rights in favour of Sh. Rughnath Rai. Defendants No. 1 and 2 also furnished a Will dated 18.05.1987 executed by Sh. Ishwar Dutt Malik, whereby the suit property devolved on Defendants No. 1 and 2 in equal proportion, after the death of Sh. Ishwar Dutt Malik. An Indemnity Bond was also given claiming to be in physical possession of the subject property under a valid Agreement dated 10.01.1985.

9. It is urged that believing the documents to be correct, Conversion application of Defendants No. 1 and 2 was allowed and Conveyance Deed was executed on 02.04.1996. However, after the Conveyance Deed was executed, Defendant No. 3, the original allottee, made a complaint to the Plaintiff alleging that he had never executed an Agreement to Sell or a Settlement Deed with respect to the suit property and the Conveyance Deed had been obtained by misrepresentation of facts. On receipt of this

complaint, investigations were made by the Plaintiff to verify the allegations. Conversion Policy dated 14.02.1992 read with the Scheme for Conversion Brochure requires a party seeking conversion from leasehold to freehold, to submit a valid Agreement to Sell along with the declaration that he/she is in possession of the property. It was found that Defendants No. 1 and 2 had misrepresented that they were in possession of the suit property under a valid Agreement to Sell as the Agreement given by them did not contain a clause relating to sale consideration and therefore, acting under Clause 4 of the Conveyance Deed, Show Cause Notice dated 13.01.2020 was issued to them as to why the Conveyance Deed be not cancelled for failure to submit Agreement to Sell and Family Settlement Deed, to which reply was sent on 28.01.2020, which was found unsatisfactory. A proposal was sent to Vice Chairman, DDA for cancellation of the Conveyance Deed, which was approved on 12.02.2024 and a cancellation letter was issued by the Plaintiff on 25.04.2024.

10. Learned Senior Counsel argues that the suit is not barred by limitation inasmuch as after receipt of letter dated 23.03.2017 from Defendant No. 3 complaining that the Conveyance Deed had been wrongly executed in favour of Defendants No. 1 and 2, matter was investigated and Show Cause Notice was issued on 13.01.2020. Reply was sent by Defendants No. 1 and 2 on 28.01.2020, which was found to be unsatisfactory and accordingly, proposal was sent to the Vice Chairman, DDA for approval to cancel the Conveyance Deed. The Competent Authority determined the Conveyance Deed only on 12.02.2024, whereafter cancellation letter was issued on 25.04.2024. Since the cause of action to file the suit arose only after the approval was granted by the Competent Authority, the suit filed on

28.03.2025 is within the prescribed period of limitation under Article 59 of the Limitation Act.

11. It is further submitted that the stand of Defendants No.1 and 2 that the three years period prescribed in Article 59 will be computed from the date the complaint was received from Defendant No. 3, is legally untenable. No action could be taken merely on the basis of a complaint and without putting Defendants No.1 and 2 to notice as also without approval of the Competent Authority. Without prejudice, it is urged that even otherwise, limitation is a mixed question of law and fact and cannot be decided in an application under Order VII Rule 11 CPC, without giving opportunity to the Plaintiff to lead evidence on this aspect. In support, reliance is placed on the judgment of this Court in ***Masihi Sahitya Sanstha, through its General Manager and Authorized Representative Sunil Kumar v. Nikhil Sen and Others, 2025 SCC OnLine Del 4957.***

12. Heard learned Senior Counsels for the parties and examined their submissions.

13. Present application is filed on behalf of Defendants No. 1 and 2 for rejection of the plaint on the ground that the suit is barred by limitation as also for improper valuation of the suit for the purpose of Court Fee. Be it noted that the objection with respect to improper valuation of the suit for the purpose of Court Fee was given up during the course of hearing.

14. It is undisputed that Perpetual Sub-Lease Deed was executed in favour of Defendant No. 3 on 13.09.1983, whereafter Defendants No. 1 and 2, who are the paternal aunt and cousin of Defendant No. 3, respectively applied for conversion of the property from leasehold to freehold on 27.06.1994 basis an Agreement dated 10.01.1985, registered GPA dated

30.03.1989 and Will dated 18.05.1987 along with an Indemnity Bond. Subsequently, a Conveyance Deed was executed in favour of Defendants No. 1 and 2 on 02.04.1996. Defendants No. 1 and 2 have been in uninterrupted possession for over two decades and Defendant No.3 has not filed any case against them.

15. Following a complaint by Defendant No 3, Plaintiff examined the matter and legal advice was sought as to whether the conversion was in accordance with Conversion Policy dated 14.02.1992 and the Conversion Brochure. As per the Plaintiff, the Policy required the applicant to be in possession of the property under a valid document such as Agreement to Sell but in the instant case, the requisite document was not submitted and the Agreement which was furnished at the time of conversion was without any monetary consideration. Show Cause Notice dated 13.01.2020 was issued to Defendants No. 1 and 2, but their reply dated 28.01.2020 was found unsatisfactory. Plaintiff asserts that many opportunities were given to the said Defendants to submit either an Agreement to Sell or Family Settlement Deed, but neither of the two were submitted. Hence, approval was sought from the Competent Authority for cancelling the Conveyance Deed, allegedly obtained by Defendants No. 1 and 2 by misrepresenting facts, which was given on 25.04.2024 and present suit was filed on 28.03.2025.

16. It is settled that remedy under Order VII Rule 11 CPC is a special remedy, where a Court is empowered to reject the plaint at the threshold without conducting a trial, the underlying object being that the Court would not permit a Plaintiff to unnecessarily protract litigation and a sham litigation must be put to an end so that judicial time is not wasted and Defendants do not suffer. This power can be exercised by the Court at any

stage of the suit, either before registering the plaint or after issuing summons and before conclusion of the trial. In ***Dahiben v. Arvindbhai Kalyanji Bhanusali (Gajra) Dead through Legal Representatives and Others, (2020) 7 SCC 366***, the Supreme Court observed as follows:-

> ***"23.2.*** *The remedy under Order 7 Rule 11 is an independent and special remedy, wherein the court is empowered to summarily dismiss a suit at the threshold, without proceeding to record evidence, and conducting a trial, on the basis of the evidence adduced, if it is satisfied that the action should be terminated on any of the grounds contained in this provision.*
>
> ***23.3.*** *The underlying object of Order 7 Rule 11(a) is that if in a suit, no cause of action is disclosed, or the suit is barred by limitation under Rule 11(d), the court would not permit the plaintiff to unnecessarily protract the proceedings in the suit. In such a case, it would be necessary to put an end to the sham litigation, so that further judicial time is not wasted.*
>
> ***23.4.*** *In Azhar Hussain v. Rajiv Gandhi [Azhar Hussain v. Rajiv Gandhi, 1986 Supp SCC 315. Followed in Manvendrasinhji Ranjitsinhji Jadeja v. Vijaykunverba, 1998 SCC OnLine Guj 281 : (1998) 2 GLH 823] this Court held that the whole purpose of conferment of powers under this provision is to ensure that a litigation which is meaningless, and bound to prove abortive, should not be permitted to waste judicial time of the court, in the following words : (SCC p. 324, para 12)*
>
> > *"12. ... The whole purpose of conferment of such powers is to ensure that a litigation which is meaningless, and bound to prove abortive should not be permitted to occupy the time of the court, and exercise the mind of the respondent. The sword of Damocles need not be kept hanging over his head unnecessarily without point or purpose. Even in an ordinary civil litigation, the court readily exercises the power to reject a plaint, if it does not disclose any cause of action."*
>
> ***23.5.*** *The power conferred on the court to terminate a civil action is, however, a drastic one, and the conditions enumerated in Order 7 Rule 11 are required to be strictly adhered to.*
>
> ***23.6.*** *Under Order 7 Rule 11, a duty is cast on the court to determine whether the plaint discloses a cause of action by scrutinising the averments in the plaint [Liverpool & London S.P. & I Assn. Ltd. v. M.V. Sea Success I, (2004) 9 SCC 512] , read in conjunction with the documents relied upon, or whether the suit is barred by any law.*
>
> *xxx* *xxx* *xxx*
>
> ***23.11.*** *The test for exercising the power under Order 7 Rule 11 is that if the averments made in the plaint are taken in entirety, in conjunction with*

the documents relied upon, would the same result in a decree being passed. This test was laid down in Liverpool & London S.P. & I Assn. Ltd. v. M.V. Sea Success I [Liverpool & London S.P. & I Assn. Ltd. v. M.V. Sea Success I, (2004) 9 SCC 512] which reads as : (SCC p. 562, para 139)

> *"139. Whether a plaint discloses a cause of action or not is essentially a question of fact. But whether it does or does not must be found out from reading the plaint itself. For the said purpose, the averments made in the plaint in their entirety must be held to be correct. The test is as to whether if the averments made in the plaint are taken to be correct in their entirety, a decree would be passed."*

23.12. *In Hardesh Ores (P) Ltd. v. Hede & Co. [Hardesh Ores (P) Ltd. v. Hede & Co., (2007) 5 SCC 614] the Court further held that it is not permissible to cull out a sentence or a passage, and to read it in isolation. It is the substance, and not merely the form, which has to be looked into. The plaint has to be construed as it stands, without addition or subtraction of words. If the allegations in the plaint prima facie show a cause of action, the court cannot embark upon an enquiry whether the allegations are true in fact. D. Ramachandran v. R.V. Janakiraman [D. Ramachandran v. R.V. Janakiraman, (1999) 3 SCC 267; See also Vijay Pratap Singh v. Dukh Haran Nath Singh, AIR 1962 SC 941] .*

23.13. *If on a meaningful reading of the plaint, it is found that the suit is manifestly vexatious and without any merit, and does not disclose a right to sue, the court would be justified in exercising the power under Order 7 Rule 11 CPC.*

23.14. *The power under Order 7 Rule 11 CPC may be exercised by the court at any stage of the suit, either before registering the plaint, or after issuing summons to the defendant, or before conclusion of the trial, as held by this Court in the judgment of Saleem Bhai v. State of Maharashtra [Saleem Bhai v. State of Maharashtra, (2003) 1 SCC 557] . The plea that once issues are framed, the matter must necessarily go to trial was repelled by this Court in Azhar Hussain case [Azhar Hussain v. Rajiv Gandhi, 1986 Supp SCC 315. Followed in Manvendrasinhji Ranjitsinhji Jadeja v. Vijaykunverba, 1998 SCC OnLine Guj 281 : (1998) 2 GLH 823].*

23.15. *The provision of Order 7 Rule 11 is mandatory in nature. It states that the plaint "shall" be rejected if any of the grounds specified in clauses (a) to (e) are made out. If the court finds that the plaint does not disclose a cause of action, or that the suit is barred by any law, the court has no option, but to reject the plaint."*

17. It is thus clear that if the Court finds that a suit does not disclose any cause of action or is barred by limitation, then under Rule 11 (a) and (d) of

Order VII, respectively, Court shall reject the plaint. It is equally settled that under Order VII Rule 11, Court is required to examine the plaint as a whole and take the averments made therein as correct. The test to exercise power for rejection of the plaint at the threshold is to see if the averments made in the plaint taken in entirety, in conjunction with the documents relied upon, would result in a decree. If on a meaningful reading of the plaint, it is found that the suit is manifestly vexatious and without cause of action or *ex facie* barred by limitation, the Court will not embark on further enquiry.

18. Coming to the present suit, the question that falls for consideration is whether the plaint deserves to be rejected under Order VII Rule 11(d) CPC at the threshold, examining the averments therein on a demurrer. Main plank of the argument of the Plaintiff is that limitation is a mixed question of law and fact and thus the suit should proceed to trial. Indisputably, Plaintiff seeks for cancellation of the Conveyance Deed and therefore, the prescribed period of limitation for filing the suit is three years from when the facts, entitling the Plaintiff to seek cancellation of the instrument, first became known to the Plaintiff, as per Article 59 of the Schedule to Limitation Act. In ***Md. Noorul Hoda (supra)***, the Supreme Court held that Article 59 is attracted in a suit to set aside or cancel an instrument, contract or a decree on the ground of fraud and the starting point of limitation is the date of knowledge of the alleged fraud.

19. In ***Khatri Hotels (supra)***, the Supreme Court brought out the distinction between Article 58 of the Limitation Act, which provides a limitation period of three years from *'when the right to sue first accrues'* and Article 120 of 1908 Act, which provided a period of six years for filing a suit, for which no period of limitation was provided, from *'when the right to*

sue accrues' and held that while enacting Article 58, Legislature has designedly made a departure from Article 120 by use of the word 'first' between the words 'sue' and 'accrued'. This would mean that if the suit is based on multiple causes of action, period of limitation will begin to run from the date when the right to sue first accrues i.e., successive violation of the right will not give rise to fresh cause and the suit will be dismissed if it is beyond the limitation period, counted from the day when the right to sue 'first' accrued. Relevant passage is as follows:-

> *"**27.** The differences which are discernible from the language of the above reproduced two articles are:*
>
> *(i) The period of limitation prescribed under Article 120 of the 1908 Act was six years whereas the period of limitation prescribed under the 1963 Act is three years and,*
>
> *(ii) Under Article 120 of the 1908 Act, the period of limitation commenced when the right to sue accrues. As against this, the period prescribed under Article 58 begins to run when the right to sue first accrues."*

20. Recently, the Supreme Court in ***Shri Mukund Bhavan Trust and Others v. Shrimant Chhatrapati Udayan Raje Pratapsinh Maharaj Bhonsle and Another, 2024 SCC OnLine SC 3844***, has held that though limitation is a mixed question of fact and law and question of rejecting the plaint on that score has to be decided after weighing evidence on record, however, where it is glaring from the plaint averments that the suit is hopelessly barred by time, Courts should not be hesitant in granting the relief and nip the litigation in the bud. By being reluctant, the Courts only cause more harm to the Defendants by forcing them to undergo the ordeal of leading evidence. Relevant passages from the judgment are as follows:-

> ***"12.** As settled in law, when an application to reject the plaint is filed, the averments in the plaint and the documents annexed therewith alone are germane. The averments in the application can be taken into account only*

to consider whether the case falls within any of the sub-rules of Order VII Rule 11 by considering the averments in the plaint. The Court cannot look into the written statement or the documents filed by the defendants. The Civil Courts including this Court cannot go into the rival contentions at that stage. Keeping in mind the legal position, let us examine whether the suit filed by the Respondent No. 1 is barred by limitation, in the light of the averments contained in the plaint filed by him.

xxx *xxx* *xxx*

18. *Continuing further with the plea of limitation, the Courts below have held that the question of the suit being barred by limitation can be decided at the time of trial as the question of limitation is a mixed question of law and facts. Though the question of limitation generally is mixed question of law and facts, when upon meaningful reading of the plaint, the court can come to a conclusion that under the given circumstances, after dissecting the vices of clever drafting creating an illusion of cause of action, the suit is hopelessly barred and the plaint can be rejected under Order VII Rule 11. In the present case, we have already held that 02.03.2007 is a fictional date. It is not a case where a fraudulent document was created by the appellant or his predecessors. The title of the suit property as observed by us earlier was conveyed in 1938 and 1952, and what transpired later by way of compromise was only an affirmative assertion by the State. While so, the prayer (a) made in the suit relates to declaration to the effect that the Respondent No. 1 is the owner of the suit properties.*

19. *As per Section 31 of the Specific Relief Act, 1963, a declaration to adjudge the documents as void or voidable must be sought if it causes a serious injury. In the present case, the sale deeds undisputably stand adverse to the interest and right of the plaintiff and hence, a relief to declare them as invalid must have been sought. Though the plaintiff has pleaded the documents to be void and sought to ignore the documents, we do not think that the document is void, but rather, according to us, it can only be treated as voidable. The claim of the plaintiff that the grant is only a revenue grant and not a soil grant, has not been accepted by the State which entered into a compromise. In paragraph 14 of the plaint, there is an averment that the original sanad was lost and a new sanad was given to the effect that the inam was a revenue grant based on the report of the Inam Commissioner. Again, specific dates are not mentioned in the plaint. In paragraph 25, the plaintiff alleges that third party rights were created by the Gosavi family without any right. Here also, the details are vague. It can be inferred that such rights ultimately culminated into court auction, in which, the property was sold to the appellant. Since the original Sanad was lost, the plaintiff had initiated a suit against the State which was compromised. It is not in dispute that there was a grant. There is only a dispute with regard to the contents of the Sanad, which was lost. In the absence of the original Sanad, it is not possible for any court to determine*

the contents of the same. The alleged misrepresentation is neither to the character nor is there any allegation of forgery or fabrication. It is also settled law that a document is void only if there is a misrepresentation on its character and when there is a misrepresentation in the contents, it is only voidable. In the present case, the averments in the plaint make out only a case for voidabale transaction and not a void transaction. Fraud is merely pleaded without any specific attributes but based on surmises and conjectures. It will be useful to refer to the judgment of this Court in Ningawwa v. Byrappa Shiddappa Hireknrabar[24], wherein it was held as under:

> ***"5.*** *The legal position will be different if there is a fraudulent misrepresentation not merely as to the contents of the document but as to its character. The authorities make a clear distinction between fraudulent misrepresentation as to the character of the document and fraudulent misrepresentation as to the contents thereof. With reference to the former, it has been held that the transaction is void, while in the case of the latter, it is merely voidable. In Foster v. Mackinon [(1869) 4 CP 704] the action was by the endorsee of a bill of exchange. The defendant pleaded that he endorsed the bill on a fraudulent representation by the acceptor that he was signing a guarantee. In holding that such a plea was admissible, the Court observed:*
>
> > *"It (signature) is invalid not merely on the ground of fraud, where fraud exists, but on the ground that the mind of the signer did not accompany the signature; in other words, that he never intended to sign, and therefore in contemplation of law never did sign, the contract to which his name is appended…. The defendant never intended to sign that contract or any such contract. He never intended to put his name to any instrument that then was or thereafter might become negotiable. He was deceived, not merely as to the legal effect, but as to the 'actual contents' of the instrument."*
>
> *This decision has been followed by the Indian courts Sanni Bibi v. Siddik Hossain [AIR 1919 Cal 728], and Brindaban v. Dhurba Charan [AIR 1929 Cal 606]. It is not the contention of the appellant in the present case that there was any fraudulent misrepresentation as to the character of the gift deed but Shiddappa fraudulently included in the gift deed plots 91 and 92 of Lingadahalli village without her knowledge. We are accordingly of the opinion that the transaction of gift was voidable and not void and the suit must be brought within the time prescribed under Article 95 of the Limitation Act."*

19.1. *In the present case, the right to sue had first accrued to the predecessors of the plaintiff, when the properties were brought for sale by*

the court. No challenge was made to the court auction or to the conveyance in 1952. At this length of time, we can only assume that the predecessors of the Plaintiff had not initiated any proceedings as according to them, either it was a grant of soil or during that period, the rights had not resumed. The plaintiff had become a major by 1984. By virtue of Article 60 of the Limitation Act, 1963, the plaintiff has a right to seek a declaration that the alienation of a property in which he had a right, was void within 3 years. Though the Article prima facie looks to be applicable only to cases, where there was an alienation by the guardian, we feel that the period of limitation would be applicable even when a third party had alienated the share or property of a minor. Even otherwise, Article 58 would come into operation and the plaintiff ought to have filed the suit within three years from the date when he became a major to seek any declaratory relief, as it is the date on which his right to sue first is deemed to have been accrued. The plaintiff has asserted that by government resolutions in 1980 and 1984 he has acquired the title over the properties. Therefore, as a prudent man, he ought to have initiated necessary steps to protect his interest. Having failed to do so and created a fictional date for cause of action, the plaintiff is liable to be non-suited on the ground of limitation.

20. *As noted in the preceding paragraphs, the court auction was held in 1938 and sale deed was registered in the year 1952 in favour of the Defendant No. 1 in respect of the suit properties, whereas, the suit was filed only in the year 2008, though the Respondent No. 1/Plaintiff and his predecessors were aware of the existence of the said registered sale deed of the suit properties. In fact, there is no averment in the plaint to the effect that the predecessors were not aware of the transactions. The limitation period for setting aside the sale deed would start running from the date of registration of the same and as per Article 59 of the Limitation Act, 1963, after three years of the registration, the Plaintiff is barred from seeking cancellation of the said registered sale deed or the decree that was passed before 50 years and the consequential judgments. We have already referred to Section 3 of the Specific Relief Act, 1963. The plaintiff, in our view, has miserably failed to ascertain the existence of the fact by being diligent. The question as to when a period of limitation would commence in respect of a registered document is no longer res integra. In this regard, this Court in Dilboo v. Dhanraji, held as follows:*

> ***"20……*** *Whenever a document is registered the date of registration becomes the date of deemed knowledge. In other cases where a fact could be discovered by due diligence then deemed knowledge would be attributed to the plaintiff because a party cannot be allowed to extend the period of limitation by merely claiming that he had no knowledge"*

21. *It will also be useful to refer to the judgment of this court in Mohd.*

Noorul Hoda v. Bibi Raifunnisa, wherein the effect of willful abstention from making enquires was laid down and the following paragraphs are relevant:

> ***"5.*** *Section 55(1) of the Transfer of Property Act, 1882 regulates rights and liabilities of the buyer and seller. The seller is bound to disclose to the buyer any material defect in the property or in the seller's title thereto of which the seller is, and the buyer is not, aware, and which the buyer could not with ordinary care discover. The seller is to answer, to the best of his information, all relevant questions put to him by the buyer in respect of the property or the title thereto. The seller shall be deemed to contract with the buyer that the interest which the seller professes to transfer to the buyer subsists and that he has power to transfer the same. Section 3 provides that "a person is said to have a notice of a fact when he actually knows the fact, or when but for wilful abstention from an enquiry or search which he ought to have made, or gross negligence, he would have known it". Explanation II amplifies that "any person acquiring any immovable property or any share or interest in any such property shall be deemed to have notice of the title, if any, of any person who is for the time being in actual possession thereof". Constructive notice in equity treats a man who ought to have known a fact, as if he actually knows it. Generally speaking, constructive notice may not be inferred unless some specific circumstances can be shown as a starting point of enquiry which if pursued would have led to the discovery of the fact. As a fact it is found that Rafique filed the sale deed dated 1-12-1959 executed in his favour by Mahangu, in Title Suit No. 220 of 1969 for which the petitioner claims to have derivative title through Rafique. Rafique had full knowledge that despite the purported sale, Bibi Raifunnisa got the preliminary decree passed in 1973 and in 1974 under the final decree the right, title and interest in the suit property passed on to her. Under Section 55 when second sale deed dated 6-9-1980 was got executed by the petitioner from Rafique, it is imputable that Rafique had conveyed all the knowledge of the defects in title and he no longer had title to the property. It is also a finding of fact recorded by the appellate court and affirmed by the High Court that the petitioner was in know of full facts of the preliminary decree and the final decree passed and execution thereof. In other words, the finding is that he had full knowledge, from the inception of Title Suit No. 220 of 1969 from his benamidar. Having had that knowledge, he got the second sale deed executed and registered on 6-9-1980. Oblivious to these facts, he did not produce the second original sale deed nor is an attempt made to produce secondary evidence on proof of the loss of original sale deed.*
>
> ***6.*** *The question, therefore, is as to whether Article 59 or Article 113 of*

the Schedule to the Act is applicable to the facts in this case. Article 59 of the Schedule to the Limitation Act, 1908 had provided inter alia for suits to set aside decree obtained by fraud. There was no specific article to set aside a decree on any other ground. In such a case, the residuary Article 120 in Schedule III was attracted. The present Article 59 of the Schedule to the Act will govern any suit to set aside a decree either on fraud or any other ground. Therefore, Article 59 would be applicable to any suit to set aside a decree either on fraud or any other ground. It is true that Article 59 would be applicable if a person affected is a party to a decree or an instrument or a contract. There is no dispute that Article 59 would apply to set aside the instrument, decree or contract between the inter se parties. The question is whether in case of person claiming title through the party to the decree or instrument or having knowledge of the instrument or decree or contract and seeking to avoid the decree by a specific declaration, whether Article 59 gets attracted? As stated earlier, Article 59 is a general provision. In a suit to set aside or cancel an instrument, a contract or a decree on the ground of fraud, Article 59 is attracted. The starting point of limitation is the date of knowledge of the alleged fraud. When the plaintiff seeks to establish his title to the property which cannot be established without avoiding the decree or an instrument that stands as an insurmountable obstacle in his way which otherwise binds him, though not a party, the plaintiff necessarily has to seek a declaration and have that decree, instrument or contract cancelled or set aside or rescinded. Section 31 of the Specific Relief Act, 1963 regulates suits for cancellation of an instrument which lays down that any person against whom a written instrument is void or voidable and who has a reasonable apprehension that such instrument, if left outstanding, may cause him serious injury, can sue to have it adjudged void or voidable and the court may in its discretion so adjudge it and order it to be delivered or cancelled. It would thus be clear that the word 'person' in Section 31 of the Specific Relief Act is wide enough to encompass a person seeking derivative title from his seller. It would, therefore, be clear that if he seeks avoidance of the instrument, decree or contract and seeks a declaration to have the decrees set aside or cancelled he is necessarily bound to lay the suit within three years from the date when the facts entitling the plaintiff to have the decree set aside, first became known to him.

***7.** The question, therefore, is as to when the facts of granting preliminary and final decrees touching upon the suit land first became known to him. As seen, when he claimed title to the property as owner and Rafique to be his benamidar, as admitted by Rafique, the title deed dated 1-12-1959 was filed in Title Suit No. 220 of 1969. Thereby*

Rafique had first known about the passing of the preliminary decree in 1973 and final decree in 1974 as referred to earlier. Under all these circumstances, Article 113 is inapplicable to the facts on hand. Since the petitioner claimed derivative title from him but for his wilful abstention from making enquiry or his omission to file the second sale deed dated 6-9-1980, an irresistible inference was rightly drawn by the courts below that the petitioner had full knowledge of the fact right from the beginning; in other words right from the date when title deed was filed in Title Suit No. 220 of 1969 and preliminary decree was passed on 2-1-1973 and final decree was passed on 5-2-1974. Admittedly, the suit was filed in 1981 beyond three years from the date of knowledge. Thereby, the suit is hopelessly barred by limitation. The decree of the appellate court and the order of the High Court, therefore, are not illegal warranting interference."

22. *It will also be useful to refer to the judgment of this Court in Prem Singh v. Birbal, where the scope of the Limitation Act, 1963 and Article 59 was discussed and held as under:*

*"**11.** Limitation is a statute of repose. It ordinarily bars a remedy, but, does not extinguish a right. The only exception to the said rule is to be found in Section 27 of the Limitation Act, 1963 which provides that at the determination of the period prescribed thereby, limited to any person for instituting a suit for possession of any property, his right to such property shall be extinguished.*

12. *An extinction of right, as contemplated by the provisions of the Limitation Act, prima facie would be attracted in all types of suits. The Schedule appended to the Limitation Act, as prescribed by the articles, provides that upon lapse of the prescribed period, the institution of a suit will be barred. Section 3 of the Limitation Act provides that irrespective of the fact as to whether any defence is set out or is raised by the defendant or not, in the event a suit is found to be barred by limitation, every suit instituted, appeal preferred and every application made after the prescribed period shall be dismissed.*

13. *Article 59 of the Limitation Act applies specially when a relief is claimed on the ground of fraud or mistake. It only encompasses within its fold fraudulent transactions which are voidable transactions.*

14. *A suit for cancellation of instrument is based on the provisions of Section 31 of the Specific Relief Act, which reads as under:*

"31. When cancellation may be ordered.—(1) Any person against whom a written instrument is void or voidable, and who has reasonable apprehension that such instrument, if left outstanding may cause him serious injury, may sue to have it adjudged void or voidable; and the court may, in its discretion, so adjudge it and

order it to be delivered up and cancelled.

(2) If the instrument has been registered under the Indian Registration Act, 1908 (16 of 1908), the court shall also send a copy of its decree to the officer in whose office the instrument has been so registered; and such officer shall note on the copy of the instrument contained in his books the fact of its cancellation."

15. *Section 31 of the Specific Relief Act, 1963 thus, refers to both void and voidable documents. It provides for a discretionary relief.*

16. *When a document is valid, no question arises of its cancellation. When a document is void ab initio, a decree for setting aside the same would not be necessary as the same is non est in the eye of the law, as it would be a nullity.*

17. *Once, however, a suit is filed by a plaintiff for cancellation of a transaction, it would be governed by Article 59. Even if Article 59 is not attracted, the residuary article would be.*

18. *Article 59 would be attracted when coercion, undue influence, misappropriation or fraud which the plaintiff asserts is required to be proved. Article 59 would apply to the case of such instruments. It would, therefore, apply where a document is prima facie valid. It would not apply only to instruments which are presumptively invalid. (See Unni v. Kunchi Amma [ILR (1891) 14 Mad 26] and Sheo Shankar Gir v. Ram Shewak Chowdhri [ILR (1897) 24 Cal 77].)*

19. *It is not in dispute that by reason of Article 59 of the Limitation Act, the scope has been enlarged from the old Article 91 of the 1908 Act. By reason of Article 59, the provisions contained in Articles 91 and 114 of the 1908 Act had been combined.*

20. *If the plaintiff is in possession of a property, he may file a suit for declaration that the deed is not binding upon him but if he is not in possession thereof, even under a void transaction, the right by way of adverse possession may be claimed. Thus, it is not correct to contend that the provisions of the Limitation Act would have no application at all in the event the transaction is held to be void.*

21. *Respondent 1 has not alleged that fraudulent misrepresentation was made to him as regards the character of the document. According to him, there had been a fraudulent misrepresentation as regards its contents.*

22. *In Ningawwa v. Byrappa [(1968) 2 SCR 797 : AIR 1968 SC 956] this Court held that the fraudulent misrepresentation as regards character of a document is void but fraudulent misrepresentation as regards contents of a document is voidable stating : (SCR p. 801 C-D)*

> *"The legal position will be different if there is a fraudulent misrepresentation not merely as to the contents of the document but as to its character. The authorities make a clear distinction between fraudulent misrepresentation as to the character of the document and fraudulent misrepresentation as to the contents thereof. With reference to the former, it has been held that the transaction is void, while in the case of the latter, it is merely voidable."*

In that case, a fraud was found to have been played and it was held that as the suit was instituted within a few days after the appellant therein came to know of the fraud practised on her, the same was void. It was, however, held : (SCR p. 803 B-E)

> *"Article 91 of the Limitation Act provides that a suit to set aside an instrument not otherwise provided for (and no other provision of the Act applies to the circumstances of the case) shall be subject to a three years' limitation which begins to run when the facts entitling the plaintiff to have the instrument cancelled or set aside are known to him. In the present case, the trial court has found, upon examination of the evidence, that at the very time of the execution of the gift deed, Ext. 45 the appellant knew that her husband prevailed upon her to convey Surveys Plots Nos. 407/1 and 409/1 of Tadavalga village to him by undue influence. The finding of the trial court is based upon the admission of the appellant herself in the course of her evidence. In view of this finding of the trial court it is manifest that the suit of the appellant is barred under Article 91 of the Limitation Act so far as Plots Nos. 407/1 and 409/1 of Tadavalga village are concerned."*
>
> ……
>
> ***28.*** *If a deed was executed by the plaintiff when he was a minor and it was void, he had two options to file a suit to get the property purportedly conveyed thereunder. He could either file the suit within 12 years of the deed or within 3 years of attaining majority. Here, the plaintiff did not either sue within 12 years of the deed or within 3 years of attaining majority. Therefore, the suit was rightly held to be barred by limitation by the trial court."*

23. *Further, in the aforesaid suit, the Respondent No. 1 also sought possession of the suit properties based on title. As per Article 65 of the Limitation Act, 1963, the possession of immovable property or any interest therein, based on title can be sought within twelve years. From the records, it is evident that the possession of the subject properties was initially with the Government of Maharashtra, then with the Gonsavis and thereafter with the Defendant No. 1 and it can be safely said that at least for a century, the Respondent No. 1 nor his predecessors have been in*

possession of the properties after the grant of Inam. The plaintiff has failed to sue the appellant/defendant or the State for possession within twelve years. We have already held that the title claim of the plaintiff is barred by limitation and therefore, the claim for possession is also barred and consequently, the relief of recovery of possession is also hopelessly barred by limitation.

24. *Moreover, the Plaintiff has not produced any documentary evidence to show that he is entitled for the relief of declaration of ownership of the suit properties except by way of reliance of the resolutions of the government, which has lost its force in view of the decree of the Civil Court and subsequent compromise decrees. The decrees had also attained finality as the neither the plaintiff nor his ancestors have challenged the same in time. It is also evident on the face of record that the Plaintiff is a stranger to the suit properties; on the contrary, the Defendants are the owners of the suit properties. It is a settled principle of law that the owners cannot be restrained from dealing with their own properties at the instance of a stranger. The said relief is again a consequential relief to the claim of title, which has been non-suited on the ground of limitation. Hence, the prayer (c) made in the plaint is not maintainable.*

25. *Regarding the averments made in the plaint relating to fraud played on the plaintiff by the defendants in relation to the compromise decrees obtained in their favour, we are of the view that they are vague and general, besides baseless and unsubstantiated. Rather, no case can be culled out from the averments made in the plaint in this regard. The plea of fraud is intrinsically connected with the nature of Inam. We have already discussed the plea of fraud in the preceding paragraphs. We are also of the view that the plea has been raised only to overcome the period of limitation. Admittedly the Plaintiff is a stranger to the suits which ended in compromise. Therefore, in view of the direct bar under Order XXIII Rule 3A of CPC, he cannot seek a declaration 'that the compromise decrees passed in Spl. Civil Suit Nos. 152/1951 and 1622/1988 and Civil Appeal No. 787/2001, Pune are void ab initio, null and void and the same are liable to be set aside'. The law on this point is also already settled by this Court in Triloki Nath Singh v. Anirudh Singh*[28]*. The bar under Order XXIII Rule 3A of CPC is applicable to third parties as well and the only remedy available to them would be to approach the same court. In the present case, such an exercise is also not possible in view of the bar of limitation. Hence, we find the suit to be unsustainable.*

26. *At this juncture, we wish to observe that we are not unmindful of the position of law that limitation is a mixed question of fact and law and the question of rejecting the plaint on that score has to be decided after weighing the evidence on record. However, in cases like this, where it is glaring from the plaint averments that the suit is hopelessly barred by limitation, the Courts should not be hesitant in granting the relief and*

drive the parties back to the trial Court. We again place it on record that this is not a case where any forgery or fabrication is committed which had recently come to the knowledge of the plaintiff. Rather, the plaintiff and his predecessors did not take any steps to assert their title and rights in time. The alleged cause of action is also found to be creation of fiction. However, the trial Court erroneously dismissed the application filed by the appellants under Order VII Rule 11(d) of CPC. The High Court also erred in affirming the same, keeping the question of limitation open to be considered by the trial Court after considering the evidence along with other issues, without deciding the core issue on the basis of the averments made by the Respondent No. 1 in the Plaint as mandated by Order VII Rule 11(d) of CPC. The spirit and intention of Order VII Rule 11(d) of CPC is only for the Courts to nip at its bud when any litigation ex facie appears to be a clear abuse of process. The Courts by being reluctant only cause more harm to the defendants by forcing them to undergo the ordeal of leading evidence. Therefore, we hold that the plaint is liable to be rejected at the threshold."

21. Limitation Act prescribes a time limit for institution of suits, appeals and applications. Section 2(j) defines the expression 'period of limitation' to mean the period of limitation prescribed in the Schedule and Section 3 lays down that every suit instituted after the prescribed period, shall be dismissed even though limitation may not have been set up as a defence. Article 59 provides a period of three years to file a suit for cancellation of an instrument and the period commences from when the facts, entitling the Plaintiff to seek cancellation, first come to his/her knowledge. In the instant case, it is an admitted case of the Plaintiff that Defendant No. 3 had written to the Plaintiff on 23.03.2017 complaining that the Conveyance Deed was executed without valid documents and that he was the exclusive owner of the suit property. On 29.06.2017, Defendant No. 3 wrote another letter stating that he had purchased the plot and was the exclusive owner of the suit property as per the Lease Deed and that he had never executed any documents in favour of Defendants No. 1 and 2 relating to transfer of the

property in their name. Defendant No.3 also stated that no Agreement to Sell or Settlement Deed was executed by him in respect of the suit property and that Defendants No. 1 and 2 had succeeded in getting the property converted from leasehold to freehold in their names in connivance with DDA's staff, contrary to Policy of Conversion and these issues needed investigation. He also sought cancellation of the Conveyance Deed. These communications are filed with the list of documents filed along with the plaint. It is thus clear that the facts, which according to the Plaintiff, entitles it to seek cancellation of the Conveyance Deed, came to the knowledge of the Plaintiff on 23.03.2017 on its own showing and thus the period of limitation prescribed in Article 59, would commence from this date.

22. Significantly, Plaintiff issued a Show Cause Notice on 13.01.2020 to Defendants No. 1 and 2 as to why the Conveyance Deed in respect of the suit property be not cancelled and it was stated therein that as per clarifications given by higher authorities, the conversion sought by Defendants No. 1 and 2, without providing requisite documents such as 'Agreement to Sell' or 'Family Settlement Deed' and misrepresenting facts, was not in order. Reading of the Show Cause notice leaves no doubt that Plaintiff was well aware of the facts which form the foundation of the present suit on 13.01.2020 and arguendo, even if the commencement of limitation period is taken from this date, the suit filed on 28.03.2025 is beyond three years and hence, *ex facie* barred by limitation.

23. To overcome the bar of limitation, Plaintiff has stated in the plaint that cause of action arose on 12.02.2024 when the Vice Chairman, DDA granted approval for cancellation of Conveyance Deed. This, to my mind, is nothing but a clever drafting to create an illusion of a cause of action. In ***T.***

Arivandandam v. T.V. Satyapal, (1977) 4 SCC 467, the Supreme Court held that if from a reading of plaint, it is manifestly vexatious and meritless, the Court should exercise the power under Order VII Rule 11 CPC and if clever drafting has created the illusion of a cause of action, nip it in the bud at the first hearing. An activist Judge is the answer to irresponsible law suits. The Supreme Court in ***Madanuri Sri Rama Chandra Murthy v. Syed Jalal, (2017) 13 SCC 174,*** held that if by clever drafting of the plaint, Plaintiff creates an allusion of a cause of action, it should be nipped in the bud, so that bogus litigation ends at the earliest stage. Court must be vigilant against any camouflage or suppression and determine whether the litigation is utterly vexatious and an abuse of process of the Court.

24. The plea of the Plaintiff that approval was given by the Vice Chairman, DDA on 12.02.2024 and this triggered the cause of action and hence the starting point of limitation, is legally untenable for more than one reason. First and foremost, Article 59 refers to the date of knowledge of facts entitling the Plaintiff to seek cancellation of the instrument as the starting point of prescribed limitation period, unlike Article 58, where the prescribed period of three years begins to run when the 'right to sue first accrues'. Admittedly, facts with regard to the alleged irregularity in the execution of the Conveyance Deed had first come to the knowledge of the Plaintiff on 23.03.2017 when the complaint was received from Defendant No.3 and subsequent events cannot stop the limitation period once it had begun to run. It is trite that successive violation of the rights cannot give rise to a fresh cause of action and/or extend the period of limitation. By a clever drafting, Plaintiff has sought to give an impression that the limitation period starts from 12.02.2024 i.e., the date of approval and determination of the

Conveyance Deed by the Vice Chairman, DDA, however, this plea militates against Article 59 of the Limitation Act.

25. Further, it needs a mention that the plaint is conspicuously silent on many crucial aspects: (a) why Show Cause notice was issued by the Plaintiff on 13.01.2020 i.e. after more than three years from the date of receipt of complaint from Defendant No. 3 on 23.03.2017; (b) when was the proposal for determination of the Conveyance Deed sent to the Competent Authority after receipt of reply to the Show Cause Notice on 28.012020; and (c) what steps were taken in the matter upto 12.02.2024, when the approval was given. Interestingly, while granting approval, the Vice Chairman, DDA observed: *'I am constrained to observe that DDA has resubmitted the file with a significant delay of over two and a half years despite my repeated directions in several files to examine all such cases on priority and take action in a time bound manner…'*. It is thus clear that approval by the Competent Authority is illusory, only to overcome the bar of limitation.

26. Pertinently, Plaintiff's case must fail for another reason. Along with the plaint, Plaintiff has filed some file notings, which indicate that the issue of cancellation of the Conveyance Deed was extensively deliberated in the legal department in the year 2018. The Deputy CLA opined that the intention of the complainant to part with possession in favour of Defendant No. 1 in respect of the plot under reference was clear. Reference was made to an affidavit given by Defendant No. 3 stating that Power of Attorney executed by him in favour of Defendant No. 1 shall not be revoked under any circumstance, unless so desired by legal heirs/general attorney of Defendant No. 1 and moreover, signatures of Defendant No. 3 on the affidavit, GPA and Agreement tallied with his signatures on the complaint

as also various correspondences available on record. In another noting of the same year, it is observed that there was no infirmity in allowing conversion on the basis of GPA, subject to verification of genuineness of other necessary documents, which ought to have been verified by the Administrative Department as per policy and if all documents were in order, the complainant be advised to approach competent Court of law to establish his claim over the property.

27. The aforestated notings are clear pointers to two important facts: (a) the allegation that Conveyance Deed was wrongly executed in favour of Defendants No. 1 and 2 by misrepresentation of facts was within the knowledge of the Plaintiff in 2017 and 2018; and (b) the cause espoused by the Plaintiff on behalf of Defendant No.3 is manifestly vexatious. The notings reveal that there was no infirmity in execution of the Conveyance Deed and questions were in fact raised on the *bona fides* of Defendant No.3 after examining his signatures on the documents, purportedly not executed by him. It was also noted that Defendant No.3 had raised objections to the conversion of the suit property after 22 years of conversion with no cogent reason for keeping mum for a long period of time and that it was not practically possible that a vigilant person would not know about any transaction of his property for so many years. Even today, Plaintiff has no answers to these questions and the plaint does not even allude to these glaring issues. It intrigues me why Defendant No.3 did not approach the Court to assert his rights, if any, and why the Plaintiff is espousing his cause. The suit is *ex facie* barred under Article 59 of First Schedule of the Limitation Act and there is no plausible reason why it should be entertained for cancellation of the Conveyance Deed executed on 02.04.1996 at the

instance of the Plaintiff, after 8 years from the date of knowledge of the material facts. The judgment of the Co-ordinate Bench in ***Masihi Sahitya Sanstha (supra)***, relied upon by the Plaintiff is clearly distinguishable on facts. In the said case, Court was of the view that *albeit* the contents of the plaint may indicate the date of knowledge regarding execution of the sale deed, they did not unequivocally establish when the Plaintiff became aware of the alleged fraud underlying the fraudulent transaction. In stark contrast to the said case, in the present case, all facts were before the Plaintiff in 2017 and 2018 and yet the present suit was filed on 28.03.2025.

28. For all the aforesaid reasons, it is held that the suit of the Plaintiff is barred by limitation in terms of Article 59 of First Schedule of the Limitation Act, 1963.

29. This application is accordingly allowed and the plaint is directed to be rejected under Order VII Rule 11 CPC.

CS(OS) 343/2025 & I.A. 17154/2025, I.A. 13234/2025

30. The suit stands rejected under Order VII Rule 11 CPC.

31. Applications are disposed of.

JYOTI SINGH, J

SEPTEMBER 3, 2025/Shivam/*S.Sharma*