



2025:DHC:10045



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**% ***Decided on 13.11.2025***

+ C.R.P. 108/2024

BHARAT PETROLEUM
CORPORATION LIMITED

.....Petitioner

Through: Mr. Kunal Kalra, Advocate with
Mr. Shekhar Gupta, Law Officer.

versus

CAPT. A.S. BHARDWAJ & ORS.

.....Respondents

Through: Mr. R.K. Saini, Advocate for R-1.
Mr. Aditya Chaudhary, Advocates
for R-2 and R-3.**CORAM:****HON'BLE MR. JUSTICE PRATEEK JALAN****PRATEEK JALAN, J (ORAL)****CM APPL. 70912/2025 (vacation of stay) & C.R.P. 108/2024**

1. The captioned revision petition is directed against a judgement of the Trial Court dated 16.01.2024 in CS DJ 578595/2016, by which an application filed by the petitioner under Order VII Rule 11 of the Code of Civil Procedure, 1908 ["CPC"] was dismissed.

2. The suit has been filed by respondent No. 1 seeking cancellation of a lease deed dated 30.03.1999, executed by respondent No. 3 (defendant No. 3 therein) in favour of the petitioner (defendant No. 1 therein) in respect of a plot measuring 980 sq. yds. at *Khasra No. 199*, Village Bawana, District North-West, Delhi – 110039, and for a decree of



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possession of the suit property, as well as mesne profits.

3. While issuing notice in this revision petition, this Court passed an order dated 18.03.2024, granting a stay on the proceedings before the Trial Court. CM APPL. 70912/2025 has been filed by respondent No. 1 (plaintiff in the suit) seeking vacation of the said order. However, in the course of hearing, it appears to me that the revision petition can be disposed of at this stage. The revision petition is, therefore, taken up for hearing, with the consent of learned counsel for the parties.

4. The principal ground upon which the petitioner sought rejection of the plaint was that respondent No. 1 is one of two co-owners of the suit property comprising 980 sq. yds., and has filed the suit without his joint owner being party to the ejectment.

5. Mr. Kunal Kalra, learned counsel for the petitioner, submits that in the plaint, respondent No. 1 traces his title to 50% of the plot of 980 sq. yds. from mediated settlements dated 10.02.2009 and 26.03.2010, arrived at in litigation between him and his brother and sister-in-law, who are respondent Nos. 2 and 3 herein (defendant Nos. 2 and 3 in the suit). According to Mr. Kalra, the settlement provided that a half share of the property would be transferred by respondent No. 3 to respondent No. 1 by way of a gift deed. The gift deed was, in fact, executed prior to the second mediation settlement on 08.03.2010, but was registered thereafter, on 31.03.2010. Mr. Kalra points out that, by virtue of the gift deed, respondent No. 3 gifted to respondent No. 1, 50% of the beneficial interest in the plot of 980 sq. yds. He submits that there was no physical partition of the original plot of 980 sq. yds., which would vest a distinct area of 490 sq. yds. in respondent No. 1 as sole owner. In the absence of



such a partition, Mr. Kalra submits that respondent No. 1 cannot maintain a suit for eviction, without the co-owner joining in the claim. In this connection, Mr. Kalra relies upon the judgment of this Court in *Navin Chander Anand v. Union Bank of India & Ors*¹.

6. Mr. R.K. Saini, learned counsel for respondent No. 1, however, submits that the contentions of the petitioner herein are matters to be examined at the trial of the suit, and are not susceptible to proceedings under Order VII Rule 11 of the CPC. He submits that the case of respondent No. 1, as set out in the plaint and the documents annexed thereto, clearly establish that the suit property was defined in the plaint as a specified area of 490 sq. yds.

7. Before advertng to the facts of the case, the principles governing the exercise of jurisdiction under Order VII Rule 11 of the CPC may be reiterated. It is settled law that an application for rejection of plaint can be adjudicated only on the basis of the averments in the plaint and the documents relied upon by the plaintiff. The defences asserted by the defendants in the suit, as well as the contents of the application under Order VII Rule 11 of the CPC, have to be excluded from consideration at this stage. This principle has been laid down by the Supreme Court in a catena of decisions, including *Dahiben v. Arvinbhai Kalyanji Bhanusali*², and *Indian Evangelical Lutheran Church Trust Association v. Sri Bala & Co.*³. In *Dahiben*, the 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

¹ (2018) 253 DLT 224.

² (2020) 7 SCC 366 [hereinafter, “*Dahiben*”].

³ 2025 SCC OnLine SC 48.



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.

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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 plaint⁴, read in conjunction with the documents relied upon, or whether the suit is barred by any law.

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23.9. In exercise of power under this provision, the court would determine if the assertions made in the plaint are contrary to statutory law, or judicial dicta, for deciding whether a case for rejecting the plaint at the threshold is made out.

23.10. At this stage, **the pleas taken by the defendant in the written statement and application for rejection of the plaint on the merits, would be irrelevant**, and cannot be adverted to, or taken into consideration⁵”⁶

8. Applying these principles to the facts of the present case, reference must first be made to the plaint itself. In the plaint, respondent No. 1 has averred as follows:

“1. That the **plaintiff is the owner of one half of the land/ Plot measuring about 980 Sq. Yds** (called the suit property herein after) falling in Khasra No. 199 in Village BAWANA ,District North-West, Delhi 110039 shown in Red and marked A in the Site Plan annexed and **bounded by:-**

North- Gali 2.35 MT wide

South - Plot of defendant no.2

East - Road 45 MT Wide

West- House of Sh Ramkishan & Sh Chiranji and Sh Chandgi Ram

⁴ Liverpool & London S.P. & I Assn. Ltd. v. M.V. Sea Success I, (2004) 9 SCC 512.

⁵ Sopan Sukhdeo Sable v. Charity Commr., (2004) 3 SCC 137.

⁶ Emphasis supplied.



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3. That **Defendant No. 2 is the owner of the other half of the said - plot of about 980 Sq Yds. South of the suit property** while defendant No.3 is the wife of defendant No. 2.

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17. That neither the owner, Late Shri Rattan Singh, father of the plaintiff, nor did his legal heirs including the plaintiff extended the lease of the **said plot of about 980 Sq Yds. including the suit property** to Defendant No. 1. Therefore, the lease deed dated 30-3-1999 executed by defendant no.3 in favour of defendant no.1 is a nullity as: -

(a) Defendant no.3 is not the owner of the suit property.

(b) Defendant No.3 is not the legal heir of Late Shri Rattan Singh and therefore has no right, title or interest in the suit property or the said plot of about 980 Sq Yds leased to defendant no.1.

(c) **Defendant No.3 had no authority of the plaintiff, who is the owner of the suit property**, to extend the lease of the suit property on his behalf.

(d) **It was only the Plaintiff who is the owner of the suit property** and who with the express authority of defendant No.2 could have extended the lease of the said plot to defendant no.1.

(e) Defendant no.3 in collusion with defendant no.1 and 2 fraudulently and malafidely had extended the lease of the **said plot of 980 Sq yds including the suit property** in 1999 and therefore defendant No.1 is a trespasser and in illegal possession of the Suit property.

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21. That the cause of action has arisen in January 2009 when it came to the knowledge of the plaintiff that the defendants fraudulently and in collusion had executed the **lease of the said plot of about 980 Sq yds including the suit property** on 30-3-1999 for the period 17-11-1998 to 16-11-2028, the cause of action arose each time when the plaintiff requested the officials of defendant no1 to vacate the suit property and hand over the possession to the plaintiff and no action was taken, the cause of action arose when the plaintiff gave a legal notice dated 17-2-2011 and dated 10-5-2011 asking the defendant no.1 to vacate the suit property and pay the mesne profits for its use since 17-11-1998 and the cause of action is a continuing one.”⁷

9. The reliefs sought in the suit are as follows:

⁷ Emphasis supplied.



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“A. A decree of Mandatory Injunction in favour of the plaintiff and against the defendants to produce before this Hon’ble Court the original of the lease deed of the said plot of 980 Sq yds. including the suit property executed by defendant no.3 in favour of defendant no.1 dated 30-3-1999 for the period from 17-11-1998 to 16-11-2028.

B. Cancel the lease deed when produced of the said plot of 980 Sq yds including the suit property executed by defendant no.3 in favour of defendant no.1 dated 30-3-1999 for the period from 17-11-98 to 16-11-28.

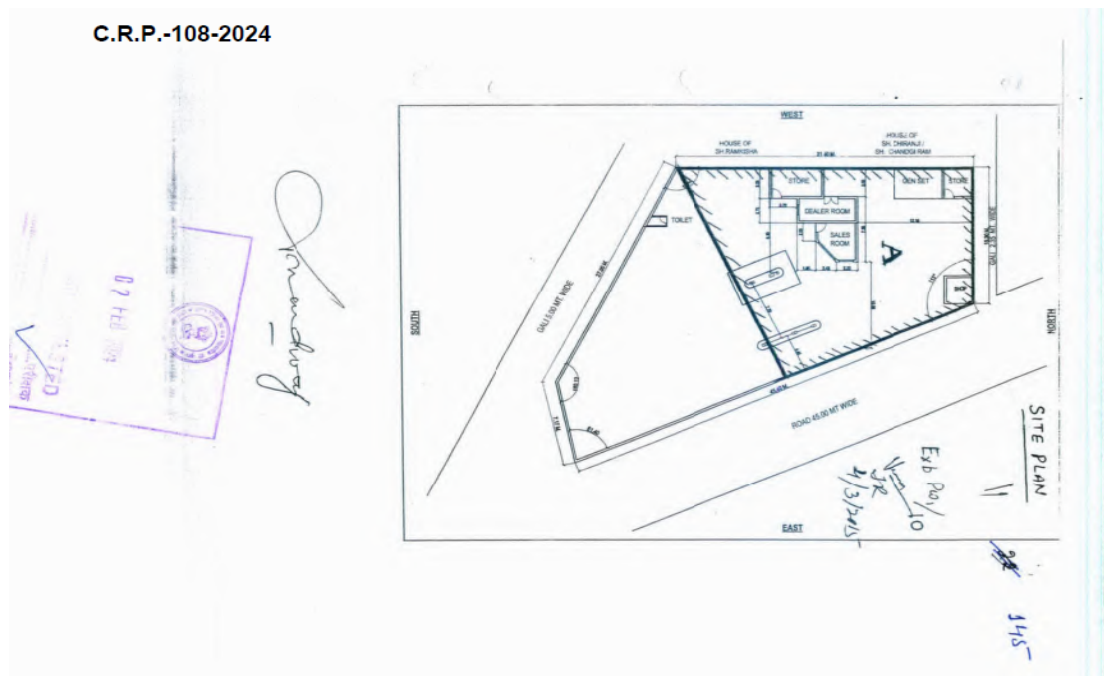
C. A decree of possession of the suit property shown in red and marked A in the plan annexed in favour of the plaintiff and against the defendants.

D. A decree of mesne profits of Rs. 23,70,000:00 (Rupees twenty three lac seventy thousand only) along with interest as on 30-6-11 and future mesne profit @ Rs. 25,000:00 (Twenty five thousand only) per month with 15% increase every three years w.e.f 30-3-2009 along with interest @ 15% p.a.

E. Award cost of the suit in favour of the plaintiff.

F. AND pass such other further orders in the interest of justice and circumstances of the case.”⁸

10. The site plan annexed to the suit is reproduced below:





11. It is clear from a reading of the plaint that the suit property, as defined by respondent No. 1 – which is the sole consideration at this stage – comprises half of the plot of 980 sq. yds., i.e. 490 sq. yds. alone. There are several references to the suit property as being “*included in the plot of 980 sq. yds*” and not that the plot of 980 sq. yds. is itself, in entirety, part of the suit property. The most telling averment in this regard is in paragraph 1 of the plaint, where, while defining the boundaries of the suit property, respondent No. 1 mentions that it is bounded on the south by the “*Plot of defendant no.2*”. The case of respondent No. 1 in the plaint, therefore, is that the suit property is 490 sq. yds., which is included within the larger plot of 980 sq. yds., which was originally leased to the petitioner by the respondent No.1’s father, with the extension granted by respondent No. 3.

12. Alongwith the documents annexed to the plaint, Mr. Kalra has drawn my attention to the settlement agreements. In the settlement agreement dated 26.03.2010, paragraph 5 reads as follows:

“5. In pursuant to the para no. 5 of the said settlement dated 10.02.2009, it is clarified that half share of the property mentioned in para no. 5 will be transferred in the name of Capt. A.S. Bhardwaj by Ms. Vijay Laxmi by a Gift Deed to which the expenses will be born by Sh. A.S. Bhardwaj as per share.”

The gift deed dated 08.03.2010, which was registered on 31.03.2010, contains the following provisions:

“AND WHEREAS the Donor is required to make a Gift Deed of 50 % of the actual land out of the total plot area of 980 sq. Yds i.e. one half portions measuring 490 Sq Yds out of the total plot area of 980 Sq Yds of the above said property, under Clause No. 5 of the above stated Family Settlement in favour of the Donee.

⁸ Emphasis supplied.



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*AND WHEREAS the Donor in consideration of natural love and affection towards the Donee hereby declares and confirms to give unto the Donee freely and voluntarily, absolutely and forever the property hereinbefore mentioned which are more particularly described in the schedule hereunder with all beneficial interest therein and delivered possession thereof simultaneously with a view to **divest herself of ownership of one half portion measuring 490 Sq Yds out of the total plot area of 980 Sq Yds, of the above stated property** and pass title thereof unto and in favour of the Donee to all intents and purposes and the Donee hereby declare that he did at the same time accept the gift as aforesaid and took into possession and control of the same.”⁹*

13. The aforesaid contents of the documents annexed to the plaint are also not inconsistent with the interpretation of respondent No. 1. Even in the gift deed by which the title was ultimately conveyed to respondent No. 1, the donor does not speak of an undivided share in the entire 980 sq. yds., but specifically to one-half portion of 490 sq. yds. out of the total plot area of 980 sq. yds. She states, in fact, that she is divesting herself of ownership of the part of the plot gifted to respondent No. 1.

14. Mr. Kalra’s submission is that there was, in fact, no physical partition of the property following the execution of the gift deed. However, that is a matter which would have to be decided at trial. For the present purposes, under order VII Rule 11 of the CPC, it is sufficient that respondent No. 1 had sought to make out this case in the plaint and through the documents annexed thereto. A deeper analysis of the merits of respondent No. 1’s case is unjustified at this stage.

15. For the aforesaid reasons, I am of the view that the order of the Trial Court does not require revision under Section 115 of the CPC. That said, it is made clear that this Court has not expressed any final view on

⁹ Emphasis supplied.



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the merits, and it is open to both sides to urge all rights and contentions available to them before the Trial Court. At the appropriate stage, it will also, of course, be open to the successful party to seek an appropriate order of costs against the unsuccessful party, if he/she has been put through an untenable claim or defence.

16. The revision petition, alongwith pending application, stands disposed of, with these observations.

17. The parties will appear before the Trial Court on the date already fixed, i.e. 29.11.2025.

18. The next date of hearing before the learned Registrar, i.e. 24.11.2025, stands cancelled.

PRATEEK JALAN, J

NOVEMBER 13, 2025

'Bhupi/KA'