

**HON'BLE JUSTICE MOUSHUMI BHATTACHARYA
AND
HON'BLE JUSTICE M.G. PRIYADARSINI**

A.S.No.19 of 2024

Mr. P.Venugopal, learned Senior Counsel representing Mr. Nizampur Chandra Sekhar, learned counsel for the appellant.

Mr. D.Prakash Reddy, learned Senior Counsel representing Mr. K.K.Mahender Reddy, learned counsel for the respondent Nos.1 to 5.

JUDGMENT: *(Per Justice Moushumi Bhattacharya)*

The Appeal arises out of an order dated 30.10.2023 passed by the IX Additional District Judge, Ranga Reddy District, at L.B. Nagar in I.A.No.162 of 2024 in O.S.No.414 of 2023.

2. By the impugned order, the Trial Court allowed the interlocutory application filed by the respondent Nos.1-5/defendant Nos.2-6 (I.A.No.162 of 2024) for rejection of plaint in the Suit filed by the appellant/plaintiff (O.S.No.414 of 2023).

3. The Trial Court was of the view that the plaint was liable to be rejected on the ground that the plaint lacked pleadings as to the maintainability of the relief for directing the defendant Nos.2-6 (the respondent Nos.1-5 in the first Appeal) to execute a registered Sale Deed in favour of the plaintiff. The Trial Court

was also of the view that there was no pleading for justifying specific performance of Agreement of Sale.

4. The relevant facts pleaded by the parties and the views of the Trial Court will be discussed in the later part of this judgment.

5. The appellant filed the Suit against the respondents/defendants for a direction on the defendant Nos.1-7 to execute and register a sale deed in favour of the appellant/plaintiff or his nominees in respect of the Schedule 'A' and 'B' properties and in the alternative, for the Court to execute the sale deed in favour of the plaintiff.

6. Learned Senior Counsel appearing for the appellant/plaintiff submits that the defendant No.1 entered into an Agreement of Sale with the appellant/plaintiff on 23.08.2018 for alienating the suit schedule properties on the premise that the properties were acquired by the defendant No.1's parents through registered Sale Deeds and the defendant No.1 was the absolute owner of the said properties. Counsel submits that since the Agreement of Sale dated 23.08.2018 did not stipulate a date for performance of the contract, the appellant issued a legal notice on 18.05.2023 to show that the appellant was ready

and willing to perform the contract. Counsel submits that the appellant also called upon the defendant No.1 on 05.06.2023 to execute a registered sale deed, whereupon the appellant was informed of two Suits, namely, O.S.Nos.42 and 43 of 2014, in which the defendant No.1 and the other defendants are parties. The appellant was informed that the said Suits were filed seeking for permanent injunction and the defendant No.1 compromised with the other defendants in the said Suits.

7. Counsel submits that the appellant was therefore constrained to file the present Suit for specific performance of the Agreement of Sale dated 23.08.2018 and for cancellation of the compromise decrees passed in O.S.Nos.42 and 43 of 2014.

8. Learned Senior Counsel appearing for the respondent Nos.1-5/defendant Nos.2-6 in the Suit (O.S.No.414 of 2023) submits that the Suit filed by the appellant is bereft of a cause of action and is also barred by law since a suit for specific performance is not maintainable against third parties who are not parties to the Agreement of Sale which forms the subject matter of the Suit. Counsel submits that these third parties are not claiming any property from the defendant No.1 in the Agreement of Sale. Counsel relies on Order XXIII Rule 3A of the

C.P.C. and on Section 19 of The Specific Relief Act, 1963, which bars setting aside of a compromise decree by way of a Suit.

9. Counsel submits that the present Appeal seeking injunction restraining alienation cannot be entertained in view of the fact of the appellant/plaintiff having failed to make out a *prima facie* case with regard to the other defendants having derived title to the property from the defendant No.1.

10. I have heard learned Senior Counsel appearing for the appellant/plaintiff and the respondent Nos.1 to 5/defendant Nos.2 to 6.

11. It is relevant to clarify that the respondent Nos.1 to 5 are the defendant Nos.2 to 6 and respondent No.6 is the defendant No.1 in O.S.No.414 of 2023 respectively. The application for rejection of the plaint (I.A.No.162 of 2023), which was allowed by the impugned order, was filed by the defendant Nos.2 to 6 (respondent Nos.1 to 5 in the present Appeal).

12. The events which are relevant for the present Appeal are as follows:

13. The father of the defendant No.1 purchased Ac.15.03 guntas of land in Survey No.49 situated at Raikunta Maktha,

Golkonda Kalan Village, Shamshabad Mandal, Ranga Reddy District, under a registered Sale Deed No.552/1969 (Schedule 'A' property) dated 01.08.1969. On the same date i.e., on 01.08.1969, the mother of the defendant No.1 purchased Ac.71.07 guntas of land in Survey Nos.43, 44, 45, 33, 35 and 36 situated at Raikunta Maktha, Golkonda Kalan Village, Shamshabad Mandal, Ranga Reddy District, under a registered Sale Deed No.550/1969 (Schedule 'B' property). An Agreement of Sale was executed on 23.08.2018 between the defendant No.1 and the plaintiff in respect of Schedule 'A' and 'B' properties for a total consideration of Rs.4.00 Crores, Rs.12,00,000/- of which was paid as advance consideration.

14. The plaintiff issued a Legal Notice to the defendant No.1 on 18.05.2023 calling upon the defendant No.1 to receive the balance sale consideration and execute a registered Sale Deed. The plaintiff thereafter again called upon the defendant No.1 on 05.06.2023 to execute a registered Sale Deed when the plaintiff was informed by the defendant No.1 that the defendant No.1 had entered into an understanding with the defendant Nos.2-6 herein. O.S.No.42 of 2014 filed by the defendant Nos.2-6 against the defendant No.1 for declaration and injunction was decreed in terms of a compromise dated 02.01.2023 by the

learned X Additional District and Sessions Judge, Ranga Reddy District at L.B. Nagar. The appellant/plaintiff obtained copies of the Suits and the compromise decrees passed therein in June 2023 and filed the present Suit (O.S.No.414 of 2023) on 14.06.2023.

15. In the present Suit, the appellant/plaintiff prayed for a direction on the defendant Nos.1-7 to execute a registered Sale Deed in the plaintiff's favour in respect of the Schedule 'A' and 'B' properties and for the Court to execute the same in favour of the plaintiff or his nominees and for delivery of possession in the alternative. The plaintiff also prayed for cancellation of the compromise decrees in O.S.Nos.42 and 43 of 2014.

16. The plaintiff filed I.A.No.124 of 2023 on 14.06.2023 seeking injunction against the defendant Nos.2-6 from alienating the suit schedule properties. The defendant Nos.2-6 filed I.A.No.162 of 2023 on 01.08.2023 for rejection of the plaint filed in O.S.No.414 of 2023 under Order VII Rule 11 (d) of The Code of Civil Procedure, 1908 (C.P.C). The Trial Court passed the impugned order on 30.10.2023 allowing I.A.No.162 of 2023 for rejecting the plaint in the Suit (O.S.No.414 of 2023).

17. The adjudication in the instant Appeal centres on whether the compromise decrees in O.S.Nos.42 and 43 of 2014 i.e., between the respondent Nos.1-5 (plaintiffs in the two Suits) and the respondent No.6 (defendant No.1 in the said two Suits), should be set aside.

18. To simplify the facts, O.S.No.42 of 2014 was filed by the predecessors of the respondent Nos.1-5 for restraining the respondent No.6 from interfering with their possession and enjoyment of the properties. O.S.No.43 of 2014 was filed by the respondent No.7/defendant No.7 seeking perpetual injunction. Respondent No.7/defendant No.7 is not material to the present Appeal as the said defendant did not file any application for rejection of the plaint.

19. As stated before, the respondent Nos.1-5 in the present Appeal are the defendant Nos.2-6 in O.S.No.414 of 2023 filed by the appellant/plaintiff. The respondent No.6 is the defendant No.1 in the said Suit. The compromise decrees dated 02.01.2023 record the respondent No.6 (defendant No.1 in O.S.No.414 of 2023) confirming the pre-existing title of the respondent Nos.1-5. In essence, the respondent No.6 (defendant No.1 in O.S.No.414 of 2023) settled the dispute with the

respondent Nos.1-5 and the Suits were decreed in terms of the compromise.

20. It is clear from the aforesaid that the respondent Nos.1-5 did not acquire any title under the said compromise decrees since the said respondents sued the respondent No.6 on a pre-existing and independent title. It is also clear that the title of the respondent Nos.2-6 existed from a date prior to the Agreement of Sale executed between the plaintiff/appellant in the present Appeal and the defendant No.1/respondent No.6 on 23.08.2018. This finding would be evident from the fact that the respondent Nos.1-5 and 7 filed the Suits in 2014 not for title to the properties in question but for restraining the respondent No.6 from interfering with the suit schedule property and for perpetual injunction, respectively.

21. The second logical finding from the above facts is that even if the compromise decrees are set aside, the appellant/plaintiff would not derive any right to the properties which was the subject matter of the 2014 Suits and least of all, title to the said properties.

22. The legal premise of the Court's decision is based on the following considerations.

Is the appellant's prayer for cancellation of the Compromise Decrees hit by Order XXIII Rule 3A of The Code of Civil Procedure, 1908 ?

23. Order XXIII of the C.P.C provides for “*Withdrawal and Adjustment of Suits*”. Rule 3A of Order XXIII of the C.P.C. sets down the following:

“Bar to Suit - No suit shall lie to set aside a decree on the ground that the compromise on which the decree is based was not lawful”.

24. The bar to a Suit for setting aside a compromise decree, as stipulated under Order XXIII Rule 3A of the C.P.C, is self-explanatory. It is clear that the provision prohibits filing of a separate Suit for setting aside a compromise or consent decree. The bar is peremptory and draws in a third party to the compromise decree. Therefore, the bar to filing of a second Suit would necessarily cover a stranger to the earlier compromise decree who assails the same either on the ground of failure of consideration, unlawful consideration or fraud: *Triloki Nath Singh v. Anirudh Singh*¹. The Supreme Court in that decision considered the scheme of Order XXIII Rule 3A of the C.P.C. and relied on *Pushpa Devi Bhagat (Dead) Through LR Sadhna*

¹ [(2020)6 SCC 629]

*Rai(Smt) Vs. Rajinder Singh*² to hold that no independent suit can be filed for setting aside a compromise decree on the ground that the compromise was not lawful. The Supreme Court proceeded to hold that the only remedy available to a party to a consent decree for avoiding the decree is to approach the Court which recorded the compromise. The party must establish that there was indeed no compromise.

25. *Amro Devi Vs. Julfi Ram*³, relied on by the appellant, laid emphasis on Order XXIII Rule 3 of the C.P.C requiring a lawful agreement/compromise in writing, signed by the parties. The Supreme Court in that case came to a specific finding that the relevant order was not an order of compromise of suit under Order XXIII Rule 3 of the C.P.C. In the facts of the present case, there is no dispute that O.S.Nos.42 and 43 of 2014 were decreed on consent of the parties thereto i.e., between the respondent Nos.1-5 and the respondent No.6. The terms of the Memorandum of Understanding between the parties contained in the affidavit filed by the plaintiffs clearly record the terms to the effect of the defendant confirming the title in respect of the suit property in favour of the plaintiffs. The Terms further record that the defendant (the respondent No.6 in the present

² 2005(5) SCC 566

³ 2024 SCC OnLine SC 1715

Appeal) confers title in favour of the plaintiff and covenants that the defendant does not have any right, title or interest in the said property.

26. The defendant is the respondent No.6/defendant No.1 in the Suit (O.S.No.414 of 2023) which forms the subject matter of the present Appeal. The existence of a compromise decree would also be evident from prayer (e) of the plaint where the plaintiff/appellant has sought for cancellation thereof.

27. The appellant/plaintiff, who seeks setting aside of the compromise decrees passed in the Suits of 2014, is admittedly a stranger to the said Suits. The case of the appellant is that the compromise decrees ought to be set aside on the ground that there was no lawful consideration for the said compromise. A challenge to a compromise decree on the ground that there was no lawful consideration for the compromise was considered by the Supreme Court in *Sree Surya Developers & Promoters Vs. N. Sailesh Prasad*⁴. The Supreme Court categorically held that there cannot be any challenge to a consent decree as stipulated under Order XXIII Rule 3A of the C.P.C. The Supreme Court accordingly held that the Trial Court was absolutely justified in rejecting the plaint on the ground that the Suit was filed

⁴ (2022) 5 SCC 736

challenging the compromise decree and that clever drafting would not permit the plaintiff to maintain the Suit when it was otherwise barred by law.

28. Rule 3A was added in Order XXIII of the C.P.C w.e.f. 01.02.1977 for a bar to Suits for setting aside a decree on the ground that the compromise on which the decree was passed was not lawful. The purpose of the amendment reinforces the finality of decisions as the salutary principle of certainty of litigation. The certainty would also call for an end of litigation. The object is to prevent multiplicity of litigation and disallow parties to file a new Suit to unsettle a purely voluntary act of giving consent to end litigation: *Triloki Nath Singh* (supra).

29. A compromise decree or compromise of a Suit is provided under Order XXIII Rule 3 of the C.P.C where the Court is empowered to order the compromise arrived at between the parties in relation to the whole or part of the subject matter of the Suit and pass a decree recording the same. The only window available to a party to the compromise to deny the adjustment or satisfaction is under the proviso to Order XXIII Rule 3 of the C.P.C., in which case the Court shall decide the question without delay or granting of adjournment.

Does Section 19 of The Specific Relief Act, 1963, come in the way of the relief of specific performance against the answering respondents?

30. The relevant part of Section 19 of The Specific Relief Act, 1963 is set out below:

“19. Relief against parties and persons claiming under them by subsequent title.—

Except as otherwise provided by this Chapter, specific performance of a contract may be enforced against—

- (a) either party thereto;
- (b) any other person claiming under him by a title arising subsequently to the contract, except a transferee for value who has paid his money in good faith and without notice of the original contract;
- (c) any person claiming under a title which, though prior to the contract and known to the plaintiff, might have been displaced by the defendant;
- ...
- ...
- ...”

31. Section 19, as extracted above, makes it clear that the relief claimed in a suit for specific performance can, in the usual course, be made against parties who claim title to the subject property subsequent to filing of the Suit. Specific performance of the contract may be enforced in such cases against either of the parties to the contract. The relief for specific performance can also be enforced against a person who is not a party to the contract but who claims title through a person who is a party to

the contract. The claim must however be made subsequent to the contract against which the relief is sought by the plaintiff under Section 19 of the 1963 Act. The only exception for enforcing a contract for specific performance in such cases would apply where a transferee claims title to the property, of which specific performance is sought, and has paid money for the property in good faith and without knowledge of the original contract (Section 19(a) and (b)) of the 1963 Act.

32. Sub-section (c) of Section 19 covers cases where title is claimed by a person prior to the contract and who is known to the plaintiff but who has been dispossessed by the defendant in the Suit filed by the plaintiff for specific performance. Section 19 and sub-section (b) thereunder uses three pronouns which adds a measure of ambiguity. The ambiguity can however be clarified with an analogy of concentric circles of contractual relationships.

- i. The contract involving title to the property forms the core. Either of the contracting parties can enforce specific performance of the contract against each other.
- ii. The next circle consists of a party who is not one of the contracting parties but who claims title subsequent to the contract and through one of

the parties to the contract. Specific performance can be enforced against such non-party; except where the non-party is a transferee for value and who has paid money for the transfer of the property in good faith and without notice of the original contract. (Section 19(b)).

iii. The outer-circle involves a person who claims title before the contract was entered into in respect of the property and whose identity is known to the plaintiff but who was subsequently dispossessed by the defendant in the suit for specific performance.

33. The other sub-sections of section 19 are not relevant to the present adjudication.

34. In the context of paragraph 29 of this judgment, the three pronouns used in Section 19 and sub-section (b) thereunder may thus be clarified in the following manner:

“them” in Section 19 refers to the parties to a contract involving the property, the title whereof forms the subject matter of a subsequent suit for specific performance relating to the same property.

“him” in Section 19(b) refers to one of the contracting parties under section 19.

“his” in Section 19(b) refers to a transferee for value who has parted with money for purchase of the property in good faith and without notice.

35. A breakdown of the intent and purposes of Section 19 would show that Section 19 is not relevant to the present facts.

36. Although section 19 contemplates enforcing specific performance of a contract against non-parties or persons claiming under a title, both prior and subsequent to the contract, the circles of enforcement close against third parties who cannot be brought within the ambit of section 19. A Court cannot grant specific performance against a person by compelling him/her to enter into an agreement with a third party and seek specific relief against the third party: *Raman (dead) Vs. R.Natarajan*⁵.

Section 19 of The Specific Relief Act, 1963 does not apply to the present case.

37. In the present case, the respondents Nos.1-5 are neither purchasers of the property from the respondent No.6 nor do they claim title through the respondent No.6. Therefore, the respondent Nos.1-5 cannot be compelled to execute a sale deed

⁵ (2022) 10 Supreme Court Cases 143

in favour of the appellant/plaintiff or join the respondent No.6 in executing a sale deed in favour of the appellant/plaintiff.

38. The factual narration given in the preceding section of this judgment makes it clear that the respondent Nos.1-5/defendant Nos.2-6 did not claim title to the suit schedule properties through the respondent No.6/defendant No.1 in the 2014 Suits. The plaint filed in O.S.No.414 of 2023 does not contain any statement that the respondent Nos.1-5 acquired the suit schedule properties through the respondent No.6 or the respondent Nos.1-5 are subsequent purchasers of the suit schedule properties through the respondent No.6. Therefore, there is admittedly no privity of contract between the respondent Nos.1-5 and the respondent No.6 which is essential to Section 19 of the Act.

39. The appellant/plaintiff could only have relied on Section 19 of the Act if the respondent Nos.1-5 had made a claim to the suit schedule properties through the respondent No.6. The above analysis of Section 19 makes it evident that the claim of title to property of which specific performance is sought must be a continuing claim and one that runs through the concentric circles of relationships. In other words, specific performance can be enforced by a party against a party to the contract and

thereafter against a non-party who claims title to the property through one of the parties to the contract. The chain of claim to the property in question must hence remain unbroken so as to bind subsequent title-holders to the property save and except *bona fide* transferees for value and without notice.

40. In the present case, there is no underlying contract between the respondent Nos.2-5 and the respondent No.6. Therefore, there is also no case of any party staking a claim to the property under any other party which would entitle the plaintiff/appellant to enforce specific performance of the Agreement of Sale dated 23.08.2018 (between the plaintiff and the respondent No.6/defendant No.1) against the answering respondent Nos.1-5. There is in fact no chain of claim to title subsequent to the Agreement of Sale dated 23.08.2018 between the plaintiff and the respondent No.6/defendant No.1 since the respondent Nos.1-5 claimed to be the owners of the properties in question prior to 2014.

41. The facts and the law read together lead to the inescapable conclusion that Section 19 of The Specific Relief Act, 1963 has no application to the present Appeal and the appellant/plaintiff cannot rely on the same.

Is Order VII Rule 11 of The Code of Civil Procedure, 1908, a complete bar to meritless Suits?

42. The relevant part of Order VII Rule 11 of the CPC is set out below:

“11. Rejection of plaint.— The plaint shall be rejected in the following cases:—
(a) where it does not disclose a cause of action;
...
(d) where the suit appears from the statement in the plaint to be barred by any law;
...
...”

43. The language of Order VII Rule 11 of the C.P.C is peremptory. The plaint without a cause of action or contrary to law “*shall*” be rejected. The law is that the plaint is the only document for deciding whether the plaint should cross the threshold of the six conditions contemplated in Order VII Rule 11 of the C.P.C unscathed. Or simply put, whether the plaint should be rejected on any one of the conditions under Order VII Rule 11. The adjudication would involve a meaningful reading of the plaint including whether the cause of action pleaded supports the relief prayed for: *Dahiben Vs. Arvinbhai Kalyanji Bhanusali (Gajra)*⁶.

⁶ (2020) 7 Supreme Court Cases 366

44. A Division Bench of this High Court and a Single Bench of the Allahabad High Court in *S.P.R. Publications Pvt. Ltd. Vs. Ganpati Industries*⁷ and *Rajeev Gupta Vs. Swatantrata Sangram Senani Ashrit Sangathan*⁸ reiterated the position in law that the Court should read a plaint in its totality for considering an application for rejection of plaint and that the power can be exercised at any stage of the Suit. These decisions do not assist the case of the appellant.

45. The discussion in the forgoing paragraphs would show that the appellant/plaintiff seeks to prop its case up on the unstable frame of section 19 of The Specific Relief Act, 1963 and Order XXIII Rule 3A of the CPC and also the fact that the respondent No.6/defendant No.1 did not file any application for rejection of the plaint. The appellant relies on the law under section 19 and Order XXIII Rule 3A is misplaced. This has already been discussed above and is not being repeated.

46. On the factual score, nothing turns on the respondent No.6/defendant No.1 not filing an application for rejecting the plaint in O.S.No.414 of 2023 since the respondent

⁷ 2024 6 ALD 288

⁸ AIR ONLINE 2024 ALL 657

No.6/defendant No.1 did not contend that it had transferred any title to the respondent Nos.1-5/defendant Nos.2-6.

47. The plaintiff has failed to establish a cause of action which would bind the answering respondents to the relief of specific performance insofar as the answering respondents deriving title to the property from the respondent No.6. The plaint must naturally fail on the appellant's failure to plead a cause of action against the respondent Nos.1-5/defendant Nos.2-6. The relief claimed in the Suit is hit by Order VII Rule 11(a) of the CPC. The fact that the Suit is barred by law would be clear from Section 19 of The Specific Relief Act, 1963 and Order XXIII Rule 3A of the CPC. Therefore, the plaint is also hit by Order VII Rule 11(d) of the CPC.

48. This Court is hence of the view that the first to fifth respondents have made out a good case for rejecting the appellant's plaint under Order VII Rule 11 of the CPC. The said respondents' case is supported by the law and the attending facts.

49. The decisions cited on behalf of the appellant do not take the appellant's case forward.

50. *Vijay A. Mittal Vs. Kulwant Rai (dead) through Legal Representatives*⁹, *P.V. Guru Raj Reddy, Rep. by GPA Laxmi Narayana Reddy v. P. Neeradha Reddy*¹⁰ and *Ahmed Nawab Alladin v. Hyderabad Industries Limited, Hyderabad*¹¹ deal with the general proposition of Order VII Rule 11 of the C.P.C. and on the specific finding arrived at by the Courts as to the plaint disclosing a cause of action in the particular facts and circumstances of each case. The proposition that rejection of plaint is a rarity and the Courts would generally prefer to adjudicate the Suit on merits than to discard it at the threshold cannot be applied omnibus to each and every fact situation and certainly not in contradiction to the express language of Order VII Rule 11 of the C.P.C, which uses the words “....shall be rejected.....”.

51. *Khalil Haji Bholumiya Salar v. Parveen*¹² and *Vipin Kumar Manaktala v. Vinod Kumar*¹³ have been cited for the proposition that fraudulently obtained compromise decrees can be set aside. This proposition is not applicable to the present case since there is no evidence of fraud in the compromise decree nor has the appellant given any particulars of fraud which would warrant

⁹ (2019) 3 SCC 520

¹⁰ 2015 (4) ALD 66 (SC)

¹¹ 2015 (3) ALD 584

¹² 2013 (3) MhLJ 182

¹³ 2023 SCC OnLine Del 3876

setting aside of the compromise decree. The appellant has failed to clear the benchmark of the compromise decree being vitiated by fraud.

52. *Urvashiben v. Krishnakant Manuprasad Trivedi*¹⁴ has been relied on for the issue of limitation being a mixed question of fact and law. We do not find this decision to be useful since we have given other reasons for sustaining the impugned order.

The Impugned Order

53. The subject matter of the present Appeal is the impugned order dated 30.10.2023 allowing the application filed by the respondent Nos.1-5 (the defendant Nos.2-6) in a Suit filed by the appellant (plaintiff) for rejection of plaint.

54. The Trial Court discussed the mandate of Order VII Rule 11 of the CPC – Rejection of Plaint – and came to the conclusion that the plaint does not contain any pleading as to how the petitioners (the respondent Nos.1-5) acquired interest in the suit schedule property or in what manner the relief claimed by the plaintiff/appellant for a direction on the defendants for executing a registered sale deed is maintainable.

¹⁴ (2019) 13 SCC 372

55. The Trial Court found that there are no documents to prove that the respondent No.6/defendant No.1 is the owner and possessor of the suit schedule property or that he is the only owner of the suit schedule property or is in possession thereof. The Trial Court also held that the plaintiff could not establish that the Suit was filed within limitation. The Trial Court also found that the plaint did not contain any pleading with regard to supporting the relief of specific performance of the Agreement of Sale between the plaintiff and the defendants. The Trial Court accordingly allowed the application filed by the respondent Nos.1-5 for rejection of plaint.

56. We must confess that the reasons given by the Trial Court in the impugned order are insufficient for the purpose of adjudication under Order VII Rule 11 of the CPC. Rejection of a plaint entails drastic consequences since a plaintiff is non-suited at the very threshold. Rejection of a plaint also amounts to a decree under Section 2 (2) of the CPC which means that a defendant who successfully applies under Order VII Rule 11 of the CPC would obtain a decree in his/her favour.

57. Order VII Rule 11 of the C.P.C has tight contours since a plaint can only be rejected on any one of the six grounds contemplated therein. The Court must hence be circumspect

before rejecting a plaint and must thoroughly enquire into the facts and the law in this regard. Although the Trial Court gave certain findings with regard to the plaint not disclosing essential pleadings, the reasons fall short of the exacting standards which are to be expected of a Court while rejecting a plaint. We have indicated our reasons for the view that the respondent Nos.1-5 correctly applied under Order VII Rule 11 since the plaint lacked a cause of action and was barred by law. Our reasons deal with both aspects in detail.

58. Therefore, even though we cannot fully endorse the reasons given by the Trial Court in allowing the application filed by the answering respondents for rejection of the plaint, we are of the view that the impugned order should be sustained on the grounds urged by the answering respondents and accepted by us. As a matter of general principle a party in an appeal who has the order in his/her favour, is entitled to show that the order can still be sustained by reversing the material finding on some other ground: *Jamshed Hormusji Wadia Vs. Board of Trustees, Port of Mumbai*¹⁵.

59. Although an argument has been made on behalf of the appellant that the Suit was filed within the period of limitation

¹⁵ (2004) 3 SCC 214

as provided under the Schedule to The Limitation Act, 1963, we are of the view that the plaint should be rejected for absence of a cause of action, and being barred by law under Order VII Rule 11 (d) of the C.P.C. on the other legal premise as discussed above.

Conclusion:

60. We do not find any scope for interference with the impugned order dated 30.10.2023 allowing the application filed by the respondent Nos.1-5/defendant Nos.2-6 for rejection of the plaint. We have already opined that the reasons given by the Trial Court in allowing the application under Order VII Rule 11 (d) of the C.P.C ought to have been better articulated. A judgment can be upheld albeit for different or supplemental reasons: *M.T. Khan Vs. Government of Andhra Pradesh*¹⁶. This however would not operate as a basis to set aside the impugned order since we have given our independent reasons as to why the appellant's plaint should anyway have been rejected on failing to disclose a cause of action against the respondents and being barred by law. The defence taken by the appellant under section 31 of The Specific Relief Act, 1963, authorising a person to sue for cancellation of a written instrument as void or

¹⁶ (2004) 2 SCC 267

voidable, loses relevance in the face of the bar under section 19 of the very same Act. Thus, we find no merit in the Appeal.

61. A.S.No.19 of 2024 is accordingly dismissed. Interim orders, if any, shall stand dismissed. All connected applications are disposed of. There shall be no order as to costs.

MOUSHUMI BHATTACHARYA, J

M.G. PRIYADARSINI, J

Date: 10.01. 2025

Note: L.R. Copy to be marked

VA/BMS