



2026:AHC:187072

HIGH COURT OF JUDICATURE AT ALLAHABAD

MATTERS UNDER ARTICLE 227 No. - 9304 of 2026

Hem Chand

.....Petitioner(s)

Versus

M/s Padmawati Pvt Ltd

.....Respondent(s)

Counsel for Petitioner(s)	: Rama Goel Bansal, Shalini Goel
Counsel for Respondent(s)	: Prakash Chandra Dwivedi, Raunak Gupta

A.F.R.

Court No. - 35

HON'BLE DR. YOGENDRA KUMAR SRIVASTAVA, J.

1. Heard Ms. Rama Goel Bansal, learned counsel for the petitioner and Sri Atul Dayal, learned Senior Counsel, assisted by Sri Prakash Chandra Dwivedi, learned counsel for the respondent.

2. The present petition has been filed assailing the order dated 22.05.2025 passed by the Rent Authority/A.D.M. (Finance & Revenue), Baghpat, whereby the application filed by the petitioner-tenant under Order VII Rule 11 read with Section 151 C.P.C. was rejected. The petitioner has also challenged the subsequent order dated 02.05.2026 passed by the Additional District and Sessions Judge/Fast Track Court No. 1, Baghpat in Civil Revision No. 46 of 2025, whereby the order passed by the Rent Authority has been affirmed.

3. Briefly stated, the respondent instituted Rent Case No. 987 of 2022 before the Rent Authority seeking eviction/release of the petitioner from the premises situated at Khasra No. 378, Village Jahangirpur Dundaheda, Tehsil Khekra, District Baghpat. It was pleaded that an area measuring 836.12 square metres, comprising a hall, tin shed, store, office

and open land, had been let out to the petitioner under a rent deed dated 24.12.2020 at a monthly rent of Rs.75,000/-. According to the respondent, three months' advance rent amounting to Rs.2,25,000/- was paid at the inception of the tenancy, but no rent was thereafter paid by the petitioner. The respondent accordingly claimed to have terminated the tenancy by notice issued under Section 106 of the Transfer of Property Act, 1882.

4. The petitioner, on the other hand, has disputed the very existence of a landlord-tenant relationship between the parties. His case is that although the rent deed dated 24.12.2020 was executed, the transaction was never acted upon and possession of the premises was never delivered to him. It is, accordingly, contended that no tenancy ever came into existence and that the proceedings instituted before the Rent Authority were, therefore, not maintainable. Reliance has also been placed upon an application submitted before the Registrar seeking cancellation of the rent deed on the ground that the transaction had not been acted upon.

5. The objection raised by the petitioner under Order VII Rule 11 C.P.C. thus proceeds on the premise that the alleged non-delivery of possession pursuant to the rent deed establishes that no landlord-tenant relationship came into existence and that the rent proceedings were consequently liable to be rejected at the threshold.

6. The question which consequently arises for consideration is whether the objection raised by the petitioner can be determined within the limited scope of the jurisdiction under Order VII Rule 11 C.P.C., on the basis of the pleadings alone, or whether the plea that no landlord-tenant relationship came into existence is a disputed question requiring examination of the pleadings, material and evidence at the stage of adjudication on merits.

7. The principles governing the exercise of jurisdiction under Order VII Rule 11 C.P.C. are well settled. While considering an objection under clause (a) thereof, the Court is required to read the plaint or

application as a whole and determine whether, on a meaningful reading of the averments contained therein and taking them at their face value, the foundational facts constituting a cause of action have been pleaded. The enquiry is directed to the existence of a cause of action as disclosed from the pleadings and not to the ultimate merits or proof of the claim. At that stage, the Court is not required to conduct a mini-trial, test the truth of the averments, weigh the defence or adjudicate disputed questions of fact which require consideration of evidence.

8. The distinction between the disclosure of a cause of action and the proof of the facts constituting such cause of action assumes particular significance in the present matter. A cause of action comprises the material facts which are necessary for the plaintiff to establish in order to obtain the relief claimed. Whether those facts are true, whether they can ultimately be proved and whether the defendant has a valid defence to the claim are matters which ordinarily arise at the stage of adjudication on merits. Thus, the mere denial by the defendant of the facts pleaded by the plaintiff, or the assertion of circumstances which, if established, may defeat the claim, does not by itself render the plaint liable to rejection under Order VII Rule 11(a) C.P.C., where the plaint otherwise discloses the foundational facts constituting the right to sue.

9. The aforesaid distinction has recently been considered by this Court in **Neeraj Maheshwari v. Shri Narayanlal Dharamshala Trust, Kasganj**¹, wherein, upon consideration of the principles laid down by the Supreme Court in **T. Arivandandam v. T.V. Satyapal**², **Saleem Bhai v. State of Maharashtra**³ and **Dahiben v. Arvindbhai Kalyanji Bhanusali**⁴, it was reiterated that the plaint has to be read as a whole and that, while considering an application under Order VII Rule 11(a) C.P.C., the Court is required to examine whether the averments contained therein, taken at their face value, disclose the foundational facts constituting a right to sue. The enquiry, therefore, is confined to the case set up by the plaintiff

1 2026 SCC Online All 28736

2 1977 (4) SCC 467

3 2003 (1) SCC 557

4 (2020) 9 SCC 366

in the plaint and does not extend to determining whether the averments therein are ultimately established.

10. Significantly, *Neeraj Maheshwari* also emphasises that the existence of a cause of action and proof of the facts constituting such cause of action are distinct. The enquiry under Order VII Rule 11(a) C.P.C. cannot ordinarily be converted into an adjudication of the defence. A plea which, if ultimately established, may defeat the plaintiff's claim does not, for that reason alone, furnish a ground for rejection of the plaint where the plaint itself discloses the factual foundation for the relief claimed. The Court must, therefore, maintain the distinction between a case in which the plaint, on a meaningful reading, discloses no cause of action and a case in which the cause of action is pleaded but its factual basis is disputed by the defendant. The former may attract Order VII Rule 11(a); the latter ordinarily requires adjudication in accordance with law and cannot be determined by testing disputed facts at the threshold.

11. The principle aforesaid is of particular relevance to the controversy at hand. The respondent has specifically pleaded the execution of the rent deed dated 24.12.2020, the premises alleged to have been let out, the agreed monthly rent of Rs.75,000/-, payment of three months' advance rent, the subsequent default in payment of rent and termination of the tenancy by notice under Section 106 of the Transfer of Property Act, 1882. These averments, taken at their face value for the limited purpose of considering the objection under Order VII Rule 11 C.P.C., disclose the factual foundation on which the respondent has instituted the rent proceedings.

12. The petitioner does not contend that the respondent has failed altogether to plead the transaction upon which the rent proceedings are founded. His case, rather, is that although the rent deed dated 24.12.2020 was executed, the transaction was never acted upon and possession of the premises was never delivered to him. The objection thus proceeds not on the basis of any deficiency in the pleading of the respondent's

case, but on a denial of the factual and legal effect attributed by the respondent to the transaction pleaded by him.

13. Whether possession was in fact delivered pursuant to the rent deed dated 24.12.2020, whether the rent deed was acted upon by the parties, whether the petitioner entered into possession pursuant thereto and whether the circumstances and subsequent conduct of the parties establish the creation of a landlord-tenant relationship are matters which may require consideration of the material and evidence on record. They cannot be conclusively determined merely by accepting the petitioner's assertion that possession was never delivered. To undertake such an exercise while considering an application under Order VII Rule 11 C.P.C. would, in substance, amount to adjudicating upon the defence and determining disputed questions of fact at the threshold.

14. The distinction, therefore, has to be maintained between a case in which the plaint or application itself fails to disclose the foundational facts constituting a cause of action and a case in which such facts have been pleaded but their truth, effect or legal consequence is disputed by the defendant. In the former situation, the power under Order VII Rule 11(a) C.P.C. may appropriately be invoked. In the latter, the dispute ordinarily requires adjudication on the basis of the pleadings and material brought on record and cannot be converted into a ground for rejection at the threshold.

15. The plea of non-delivery of possession raised by the petitioner falls in the latter category. If established, the plea may have a bearing upon the respondent's entitlement to succeed in the rent proceedings. Its determination, however, would necessarily involve an examination of the circumstances surrounding the execution of the rent deed, the conduct of the parties and such other material as may properly be brought on record. The possibility that the defence may ultimately succeed cannot, by itself, furnish a ground for rejection under Order VII Rule 11 C.P.C. when the respondent's case, as pleaded, discloses the factual basis of the relief claimed.

16. The application submitted by the petitioner before the Registrar seeking cancellation of the rent deed does not alter the position. The mere filing of such an application does not, by itself, conclude the controversy as to whether the rent deed was acted upon or whether possession was delivered pursuant thereto. The circumstances in which the application was made, the effect sought to be attributed to it and its evidentiary value are matters which may be considered by the Rent Authority along with the other material properly brought on record. The application, therefore, cannot be treated at the threshold as conclusively establishing that no landlord-tenant relationship came into existence.

17. The petitioner's objection, in substance, seeks a determination of the factual and legal effect of the rent deed dated 24.12.2020 and of the circumstances allegedly attending its implementation. Such determination necessarily requires consideration of the rival versions of the parties and, where necessary, the material and evidence in support thereof. That exercise lies beyond the limited enquiry contemplated under Order VII Rule 11 C.P.C. The provision is intended to weed out proceedings which, on the basis of the plaintiff's own pleadings, are barred or disclose no cause of action; it is not intended to furnish a mechanism for adjudicating disputed questions of fact arising from the defence.

18. The approach adopted by the revisional court, therefore, does not suffer from any infirmity warranting interference. The revisional court has correctly appreciated the nature of the objection raised by the petitioner and has found that case set up by the respondent discloses the factual foundation for the relief claimed. No defect in the pleading constituting absence of a cause of action, nor any statutory bar to the maintainability of the proceedings, is apparent from the case set up by the respondent so as to warrant rejection at the threshold.

19. The conclusion reached by the revisional court is consistent with the scope of the jurisdiction under Order VII Rule 11 C.P.C. Once the respondent has pleaded the transaction constituting the foundation of the

tenancy proceedings, the petitioner's denial of the factual consequences flowing from that transaction, including the assertion that possession was never delivered and that no tenancy came into existence, cannot by itself be treated as establishing that the proceedings disclose no cause of action. Such a plea raises a controversy as to the truth and legal effect of the pleaded facts and cannot be adjudicated by converting the limited enquiry under Order VII Rule 11 into an examination of the defence.

20. This Court, while exercising supervisory jurisdiction under Article 227 of the Constitution of India, is not called upon to substitute its own view merely because another view may be possible on the material before the court or authority below. Interference in such jurisdiction is warranted where the order under challenge discloses a patent jurisdictional error, manifest illegality, perversity or failure to exercise jurisdiction vested in the court or authority. No such infirmity has been demonstrated in the present case.

21. In view of the forgoing discussions, no ground for interference under Article 227 of the Constitution of India is made out against the order dated 22.5.2025 passed by the Rent Authority/A.D.M. (Finance & Revenue), Baghpat, or the subsequent order dated 2.5.2026, passed by the revisional court

22. It is, however, necessary to clarify that the consideration made in the present order is confined to the question whether the proceedings instituted by the respondent were liable to be rejected at the threshold under Order VII Rule 11 C.P.C. The Court has not adjudicated upon the correctness of the respondent's assertion that a tenancy came into existence, nor upon the petitioner's plea that the rent deed dated 24.12.2020 was never acted upon and that possession of the premises was never delivered pursuant thereto.

23. All pleas and objections available to the petitioner in relation to the alleged non-delivery of possession, the alleged non-implementation of the rent deed dated 24.12.2020 and the consequent assertion that no landlord-tenant relationship came into existence shall remain open to be

urged before the Rent Authority in accordance with law. The respondent shall, likewise, be entitled to contest the same on the basis of the pleadings, material and evidence available on record.

24. The Rent Authority shall consider and adjudicate such issues independently and in accordance with law. Nothing contained in the orders impugned before this Court or in the present order shall be construed as an expression of opinion either way, on the existence or otherwise of the landlord-tenant relationship, the legal effect of the rent deed dated 24.12.2020, the alleged delivery or non-delivery of possession, the effect or evidentiary value of the application submitted before the Registrar, or the ultimate entitlement of either party. All such questions are expressly left open for determination by the Rent Authority on the basis of the material and evidence properly brought before it.

25. The Rent Authority is expected to proceed with the matter expeditiously and endeavour to decide the same preferably within the statutory period contemplated under Section 33(2) of the Uttar Pradesh Regulation of Urban Premises Tenancy Act, 2021, subject to there being no legal impediment and the parties extending the necessary cooperation.

26. With the aforesaid observations and clarifications, the petition stands **disposed of**.

(Dr. Yogendra Kumar Srivastava,J.)

September 08, 2026

Arun K. Singh