

**IN THE HIGH COURT OF MADHYA PRADESH
AT INDORE
BEFORE**

HON'BLE SHRI JUSTICE SUBODH ABHYANKAR

ON THE 9th OF FEBRUARY, 2023

CIVIL REVISION No. 200 of 2021

BETWEEN:-

- 1. PRADEEP SINGH SENGAR S/O GOVIND SINGH, AGED ABOUT 50 YEARS, OCCUPATION: BUSINESS 120, SUKHDEV NAGAR (MADHYA PRADESH)**
- 2. JAYANTI SINGH SENGAR D/O PRADEEP SINGH SENGAR, AGED ABOUT 47 YEARS, OCCUPATION: BUSINESS 120, SUKHDEV NAGAR, INDORE (MADHYA PRADESH)**
- 3. PUSHPA W/O JAGDEESH BHAVSAR, AGED ABOUT 70 YEARS, OCCUPATION: UNKNOWN 64-B BHAVANIPUR COLONY, INDORE (MADHYA PRADESH)**
- 4. KAJAL W/O MAHESH VERMA, AGED ABOUT 35 YEARS, OCCUPATION: HOUSEWIFE 34 VIJAYSHREE NAGAR INDORE (MADHYA PRADESH)**

.....PETITIONERS

(BY SHRI ARPIT SINGH, ADVOCATE)

AND

- 1. DILIP BUDHANI S/O BALRAM BUDHANI, AGED ABOUT 48 YEARS, OCCUPATION: SCHOOL ADMINISTRATER 3, ZAVERI COLONY (MADHYA PRADESH)**
- 2. DEVI AHILYA SHRAMIK KAMGARGARH NIRMAND SAHKARI SANSTHA THR ITS PRESIDENT 562, M.G. ROAD SHIBA**

COMPLEX INDORE (MADHYA PRADESH)

**3. JAGDISH BHAVSAR, AGED ABOUT 65
YEARS, OCCUPATION: BUSINESS 64-B
BHAVNAGAR COLONY ANNAPURNA
ROAD INDORE (MADHYA PRADESH)**

.....RESPONDENTS

(BY SHRI RAKESH KUMAR LAAD, ADVOCATE)

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*This revision coming on for order this day, the court passed
the following:*

ORDER

1] This Civil Revision under Section 115 of the Civil Procedure Code, 1908 against the order dated 12.3.2021, passed in RSCA No.286/2019 by the Second Civil Judge, Class-II, Indore whereby, the petitioners'/defendants' application filed under Order 7 Rule 11 of the C.P.C. for dismissal of the plaint has been rejected.

2] In brief, the facts of the case are that the respondent No.1/plaintiff has filed a civil suit for declaration and injunction in respect of the land situated at village-Chota Bangda, District-Indore measuring 17,897 sq. feet. The case of the plaintiff is that earlier he had purchased 20,000 sq.ft. of land out of 37,897 sq.ft. of land from the defendants in the year 1999. According to the plaintiff, this land could not be sold in piecemeal manner and at the time of execution of the sale deed, it was also assured by the defendants no.4 and 5 that remaining land shall also be sold to the plaintiff only but still an agreement was entered into with the defendants no.2 to 4 which was

also challenged by the plaintiff in Civil Original Suit No.11A/2011 which was decreed on 23.01.2014 and it was declared that the said sale agreement is null and void, and plaintiff's other suit COS NO.253A/18 for execution of the sale deed in respect of the remaining piece of land ad-measuring 17897 is still pending in the court.

3] In the present suit, the petitioners / defendants No. 1, 2 & 3 filed an application under Order 7 Rule 11 of the C.P.C. contending that the respondent No.1/plaintiff had no cause of action to file the suit as no document has been placed on record demonstrating the title or right on the suit property. Thus, it is stated that only on the ground that the plaint does not disclose the cause of action *as he has no locus standi*, the civil suit is liable to be dismissed.

4] The aforesaid application has been rejected by the learned Judge of the civil court vide impugned order dated 12.3.2021 holding that the pleadings of the plaint has to be considered in its entity and the plaintiff has also pleaded in para 12 of the plaint as to when the cause of action has arisen.

5] Counsel appearing for the petitioners has submitted that the learned Judge of the Civil Court has erred in not considering the fact that not a single document has been filed on record by the plaintiff demonstrating his right to claim the relief sought in the plaint. Counsel has also submitted that even in the earlier suit filed by the plaintiff, the Civil Court has only held that the owner of the land/ defendant No.5 is not entitled to sell the land over and above ad-

measuring 17,897 sq.ft., as in the aforesaid case, it was held that the agreement entered into between the defendant No.5 and the defendant Nos.1 to 3 is null and void. Thus, it is submitted that the plaint, on its plain pleadings itself does not disclose any cause of action and the plaintiff (s) himself/themselves has/have no *locus standi*. Thus, it is submitted that the suit is liable to be dismissed.

6] In support of his submissions, Shri Arpit Singh, counsel for the petitioners has relied upon the decisions rendered by the Hon'ble Supreme Court in the cases *Dahiben vs. Arvinbhai Kalyanji Bhanusali (GAJRA) dead through legal representatives and others* reported as (2020) 7 SCC 366 and *Colonel Shrawan Kumar Jaipuriyar Alias Sarwan Kumar Jaipuriyar vs. Krishna Nandan Singh and another* reported as (2020) 16 SCC 594.

7] On the other hand, Shri Rakesh Kumar Laad, learned counsel for the respondents has opposed the revision and it is submitted that no case for interference is made out as the learned Judge of trial court has rightly come to a conclusion that the petitioners have made proper pleadings regarding the cause of action. It is also submitted that the defendants had filed the application under Order 7 Rule 11 of the CPC after seeking ten opportunities to file the written statement, which clearly demonstrates that their only intention is to further prolong the matter. Thus, it is submitted that the impugned order does not call for any interference and it is prayed that the civil revision is liable to be dismissed.

8] In support of his submissions, Shri Laad, has relied upon the decisions rendered by the Hon'ble Supreme Court in the cases of *P.V. Guru Raj Reddy represented by GPA Laxmi Narayan Reddy and another* reported as (2015) 8 SCC 331 and *Bhau Ram vs. Janak Singh and others* reported as (2012) 8 SCC 701.

9] Heard the learned counsel for the parties and also perused the record.

10] Before this court proceeds further, it would be apt to refer to the decision of the Supreme Court governing the field of Or.7 Rule 11 of CPC. In the case of *Dahiben (supra), as relied upon by the counsel for the contesting defendants*, it is held as under:-

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.

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23.8. Having regard to Order 7 Rule 14 CPC, the documents filed along with the plaint, are required to be taken into consideration for deciding the application under Order 7 Rule 11(a). When a document referred to in the plaint, forms the basis of the plaint, it should be treated as a part of the plaint.

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23.11. The test for exercising the power under Order 7 Rule 11 CPC 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* which reads as : 9SCC p. 562, para 139)

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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.

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24.3. Subsequently, in *ITC Ltd. v. Debts Recovery Appellate Tribunal [ITC Ltd. v. Debts Recovery Appellate Tribunal, (1998) 2 SCC 70]* this Court held that law cannot permit clever drafting which creates illusions of a cause of action. What is required is that a clear right must be made out in the plaint.

24.4. If, however, by clever drafting of the plaint, it has created the illusion of a cause of action, this Court in *Madanuri Sri Rama Chandra Murthy v. Syed Jalal [Madanuri Sri Rama Chandra Murthy v. Syed Jalal, (2017) 13 SCC 174 : (2017) 5 SCC (Civ) 602]* held that it should be nipped in the bud, so that bogus litigation will end at the earliest stage. The Court must be vigilant against any camouflage or suppression, and determine whether the litigation is utterly vexatious, and an abuse of the process of the court.

(emphasis supplied)

11] Similarly, in the case of *Colonel Shrawan Kumar Jaipuriyar (supra)*, which refers to the right of pre-emption, it is held as under:-

8. In the aforesaid background, it is to be held that the plaint does not disclose any cause of action for the relief prayed, that is, a direction to the second respondent to execute and register a sale deed in favour of the first respondent and to put the first respondent in possession. There does not exist any

legal right which the plaintiff or the first respondent is entitled to invoke and enforce. For a right to exist, there must be a correlative duty which can be enforced in a law suit. A right cannot exist without an enforceable duty. Ownership means a bundle of rights which would normally include the right to exclude and transfer the property in a manner one wants, subject to contractual obligations as agreed or statutory restrictions imposed on the owner. In the present case, the pleadings fail to establish violation of a statutory right or breach of a contractual obligation which creates an enforceable right in the court of law. In the absence of any such right or even a claim, the plaint would not disclose cause of action.

9. This Court in *Church of Christ Charitable Trust & Educational Charitable Society v. Ponniamman Educational Trust* [*Church of Christ Charitable Trust & Educational Charitable Society v. Ponniamman Educational Trust*, (2012) 8 SCC 706 : (2012) 4 SCC (Civ) 612] has referred to the earlier judgment of this Court in *A.B.C. Laminart (P) Ltd. v. A.P. Agencies* [*A.B.C. Laminart (P) Ltd. v. A.P. Agencies*, (1989) 2 SCC 163] to explain that the cause of action means every fact which, if traversed, would be necessary for the plaintiff to prove in order to seek a decree and relief against the defendant. Cause of action requires infringement of the right or breach of an obligation and comprises of all material facts on which the right and claim for breach is founded, that is, some act done by the defendant to infringe and violate the right or breach an obligation. In *T. Arivandandam v. T.V. Satyapal* [*T. Arivandandam v. T.V. Satyapal*, (1977) 4 SCC 467] this Court has held that if the plaint is manifestly vexatious, meritless and groundless, in the sense that it does not disclose a clear right to sue, it would be right and proper to exercise power under Order 7 Rule 11 of the Code of Civil Procedure, 1908 (“the Code” for short). A mere contemplation or possibility that a right may be infringed without any legitimate basis for that right, would not be sufficient to hold that the plaint discloses a cause of action.

(*emphasis supplied*)

12] So far as the civil suit is concerned, it has been filed for declaration and permanent injunction in respect of the disputed property, seeking the following reliefs:-

“ 15 (पन्द्रह) यह कि वादी के हित में एवं प्रतिवादीगण के विरुद्ध निम्न सहायता दी जावे:-

(i) वादी के पक्ष में एवं प्रतिवादीगण के विरुद्ध इस आशय की उद्घोषणा जारी की जावे कि प्रतिवादी क्रमांक 1 (एक) लगायत 4 (चार) को दाविया भूमि पर किसी भी प्रकार का कोई स्वत्व, हक एवं अधिकार नहीं होने से वे दाविया भूमि पर किसी भी प्रकार का कच्चा एवं पक्का निर्माण कार्य करने या दाविया भूमि पर कब्जा करने के अधिकारी नहीं हैं।

(ii) वादी के पक्ष में एवं प्रतिवादी क्रमांक 1 (एक) लगायत 4 (चार) के विरुद्ध इस आशय की स्थायी निषेधाज्ञा जारी की जावे कि वे दाविया भूमि या उसके किसी भी भाग पर एवं दाविया भूमि से लगी वादी के स्वत्व एवं आधिपत्य की भूमि पर स्वयं या किसी भी अन्य व्यक्ति या उनके मुख्त्यार के माध्यम से उस पर हस्तक्षेप नहीं करे और न ही किसी भी प्रकार का कच्चा या पक्का निर्माण कार्य करें।

(iii) वादी के पक्ष में एवं प्रतिवादी क्रमांक 1 (एक) लगायत 6 (छः) के विरुद्ध इस आशय की स्थायी निषेधाज्ञा जारी की जावे कि वे आपस में संगनमत होकर दाविया भूमि को स्वयं या किसी भी अन्य व्यक्ति या उनके मुख्त्यार के माध्यम से उसका विक्रय या अन्य किसी भी प्रकार से अंतरण नहीं करें।

(v) अन्य सहायता जो माननीय न्यायालय प्रकरण के तथ्यों एवं परिस्थितियों में उचित समझे।

(iv) सदर वाद का सम्पूर्ण व्यय प्रतिवादी से दिलवाया जावे। ”

13] And, in para 12 of the same, the averments regarding the cause of action arose to the plaintiff to file the suit, are made in the following manner:-

“ 12 (बारह) यह कि सदर वाद प्रस्तुत करने का वाद कारण सर्वप्रथम दिनांक 12.03.2019 (बारह मार्च सन् दो हजार उन्नीस) को उस समय उत्पन्न हुआ जब अचानक प्रतिवादी क्रमांक 2 (दो) लगायत 4 (चार) की ओर से प्रतिवादी क्रमांक 1 (एक) ने दाविया सीन पर कब्जा करने के उद्देश्य से कम्पाउण्ड वॉल का निर्माण कार्य आरंभ कर दिया। तत्पश्चात् वाद कारण दिनांक 14.03.2019 (चौदह मार्च सन् दो

हजार उन्नीस) को उस समय उत्पन्न हुआ जब प्रतिवादी क्रमांक 1 (एक) ने उसके आश्वासन के उपरांत भी प्रतिवादी क्रमांक 2 (दो) लगायत 4 (चार) के स्वत्व से संबंधित दस्तावेज वादी को प्रदान नहीं किया, तथा निर्माण कार्य निरन्तर जारी रखा। तत्पश्चात् वाद कारण निरन्तर उत्पन्न हो रहा है। अतः सदर वाद समयावधि के अर्न्तगत प्रस्तुत हैं। ”

14] Although, on perusal of the aforesaid averments, it is appears that the plaintiff has mentioned the date on which the cause of action has arisen to him, but nowhere in the plaint, it is stated as to exactly when the contesting defendants refused to sale the land to the plaintiff. Otherwise also, there is no document filed along with the plaint to demonstrate that the contesting defendants ever agreed to sale the land to the plaintiff. On the contrary, in para 5, 6 and 7 which refers to the decree passed in earlier suit of the plaintiff against the defendants, as also the subsequent suit filed by the plaintiff against the defendants, it is averred as under:-

05(पांच)यह कि सदर विक्रय अनुबंध लेख प्रारंभ से ही अवैध एवं प्रभाव शून्य था, अतः वादी द्वारा सदर विक्रय अनुबंध लेख को चुनौती देते हुए वाद प्रस्तुत किया, जो कि अंत में व्यवहार वाद क्रमांक 11ए/2011 (ग्यारह-ए/दो हजार ग्यारह) पर पंजीबद्ध किया गया। सदर वाद में न्यायालय श्रीमान नवम् व्यवहार न्यायाधीश महोदय वर्ग-1 इन्दौर द्वारा दिनांक 23.01.2014 (लेईस जनवरी सन् दो हजार चौदह) को वादी के पक्ष में निर्णीत करते हुए निम्नानुसार जयपत्र पारित किया गया:-

“(1) प्रतिवादी क्रमांक 5 (पांच) के द्वारा प्रतिवादी क्रमांक 1 (एक) लगायत 3 (तीन) के पक्ष में निष्पादित विक्रय अनुबंध प्रारंभ से ही अवैध होने से शून्य हैं।

(2) प्रतिवादी क्रमांक 4 (चार) संस्था को शैक्षणिक उपयोग हेतु आरक्षित भूमि 37,897 (सैंतीस हजार आठ सौ सत्तानबे) वर्गफीट से अधिक अन्यथा उपयोग के लिए 17,897 (सत्रह हजार आठ सौ सत्तानबे) वर्गफीट भूमि विक्रय करने का हक एवं अधिकार नहीं हैं।

(3) प्रतिवादीगण वादी के स्वत्व की 20,000 (बीस हजार) वर्गफीट भूमि पर दखलंदाजी एवं हस्तक्षेप न करें, इस आशय की स्थायी निषेधाज्ञा जारी की जाती हैं।

(4) प्रतिवादीगण स्वयं एवं वादी का वाद व्यय अदा

करेगा।

(5) अधिवक्ता शुल्क अनुप्रमाणन पर नियमानुसार देय होगा।”

सदर निर्णय एवं जयपत्र की प्रति संलग्न पी-6 (छः) हैं।

06(छः) यह कि वादी के बार-बार निवेदन के उपरांत भी प्रतिवादी क्रमांक 4 (चार) द्वारा शैक्षणिक प्रयोजन हेतु आरक्षित शेष रही 17,897 (छः) (सत्रह हजार आठ सौ सत्तानबे) वर्गफीट भूमि का वादी के पक्ष में पंजीकृत विक्रय-पत्र निष्पादित नहीं किया, अतः वादी द्वारा दिनांक 22.02.2018 (बाईस फरवरी सन् दो हजार अट्ठारह) को एक अन्य वाद प्रस्तुत किया है, जो कि वर्तमान में व्यवहार वाद क्रमांक 253ए/18 (दो सौ तिरेपन-ए/अट्ठारह) पर पंजीबद्ध होकर न्यायालय ग्यारहवें व्यवहार न्यायाधीश महोदय वर्ग-2ए इन्दौर के समक्ष लंबित है। सदर वाद-पत्र की छायाप्रति संलग्न पी-7 (सात) है। सदर 17,897 (छः) (सत्रह हजार आठ सौ सत्तानबे) वर्गफीट भूमि की चतुःसीमा निम्नानुसार है:-

उत्तर - सड़क
दक्षिण - वादी के स्वत्व की

भूमि एवं स्कूल भवन

पूर्व - सड़क
पश्चिम - सड़क

सदर चतुःसीमा की भूमि को सदर वाद में

आगे “दाविया भूमि कहा गया है।

07(सात) यह कि व्यवहार वाद क्रमांक 11ए/11 (ग्यारह-ए/ग्यारह) में पारित निर्णय एवं जयपत्र दिनांक 23.01.2014 (तेईस जनवरी सन् दो हजार चौदह) द्वारा प्रतिवादी क्रमांक 2 (दो) लगायत 4 (चार) के पक्ष में निष्पादित विक्रय अनुबंध शून्य घोषित हो जाने के परिणाम स्वरूप प्रतिवादी क्रमांक 2 (दो) लगायत 4 (चार) को दाविया भूमि पर किसी भी प्रकार का कोई स्वत्व, हक एवं अधिकार नहीं हैं। प्रतिवादी क्रमांक 1 (एक) लगायत 4 (चार) या उनमें से किसी भी व्यक्ति के पास दाविया भूमि के संबंध में कोई स्वत्व, हक एवं अधिकार नहीं हैं, इसके बावजूद गत दिनांक 12.03.2019 (बारह मार्च सन् दो हजार उन्नीस) को प्रतिवादी क्रमांक 2 (दो) लगायत 4 (चार) ने प्रतिवादी क्रमांक 1 (एक) के माध्यम से सदर भूमि पर कम्पाउण्ड वॉल का निर्माण करवाने के उद्देश्य से खुदाई आरंभ कर दी, तथा मौके पर रेती, गिट्टी, ईंटे, सरिया, सीमेंट आदि रखवाना आरंभ कर दिया है। वादी ने प्रतिवादी क्रमांक 1 (एक) से इस संबंध में वार्तालाप की तो उसके द्वारा बताया गया कि प्रतिवादी क्रमांक 2 (दो) लगायत 4 (चार) में प्रतिवादी क्रमांक 5 (पांच) से शैक्षणिक उपयोग हेतु आरक्षित 17,897 (छः) (सत्रह हजार आठ सौ सत्तानबे) वर्गफीट भूमि खरीद ली है, इस पर वादी ने प्रतिवादी क्रमांक 1 (एक) लगायत 4 (चार) से सदर भूमि क्रय करने के संबंध में दस्तावेजों की मांग की तो उनके द्वारा कोई भी दस्तावेज बताने से मना कर दिया। वादी द्वारा प्रतिवादी क्रमांक 1 (एक) को यही भी समझाईश दी गई कि प्रतिवादी क्रमांक 5 (पांच) द्वारा प्रतिवादी क्रमांक 2 (दो) लगायत 4 (चार) के पक्ष में निष्पादित विक्रय अनुबंध व्यवहार वाद क्रमांक 11ए/11 (ग्यारह-ए/ग्यारह) में पारित निर्णय एवं जयपत्र दिनांक 23.01.2014 (तेईस जनवरी सन् दो हजार

चौदह) द्वारा शून्य घोषित किया जा चुका है, किन्तु प्रतिवादी क्रमांक 1 (एक) ने वादी की कोई भी बात सुनने से मना करते हुए कहा कि वह प्रतिवादी क्रमांक 2 (दो) लगायत 4 (चार) की ओर से मौके पर निर्माण करेगा।

15] A perusal of the aforesaid pleadings of the plaintiff clearly reveals that on one hand it is the case of the plaintiff that the defendants have no right, title or interest in the disputed land, and on the other hand plaintiff itself has filed a suit for execution of the sale deed against the defendants in respect of the same land. In such circumstances, testing the facts of the case on the anvil of the aforesaid decisions of the supreme court in the cases of *Dahiben (supra)* and *Colonel Shrawan Kumar Jaipuriyar (supra)* this court is of the considered opinion that it is a case of clever drafting only, as the plaintiff has also failed to demonstrate its **right** to claim the relief as sought in the plaint, as has been aptly held by the Supreme Court in the case of *Colonel Shrawan Kumar Jaipuriyar (supra)*, **that a mere contemplation or possibility that a right may be infringed without any legitimate basis for that right, would not be sufficient to hold that the plaint discloses a cause of action.**

16] So far as the decision in the case of *P.V. Guru Raj Reddy (supra)* is concerned, the relevant paras of the same reads as under:-

2. Original Suits Nos. 71 and 72 of 2002 were filed by the plaintiffs (the appellants herein) for declaration of title and possession. The case of the plaintiffs in both the suits was more or less similar. According to the plaintiffs as they were living abroad they had reposed trust and faith in Defendants 1 and 2 who are their close relatives (sister and brother-in-law of Plaintiff 1) to purchase immovable property in Hyderabad in the name of

Plaintiff 2. According to the plaintiffs, they had made funds available to Defendants 1 and 2 for the said purpose and had entirely relied on them.

3.The specific case of the plaintiffs in Original Suit No. 71 of 2002 is to the effect that the property belonging to one Professor N.S. Iyengar was identified for purchase and an agreement was drawn up with the said person. According to the plaintiffs, they were informed by the defendants that Professor Iyengar has resiled from the agreement which required filing a suit for specific performance. According to the plaintiffs when they visited Hyderabad in November/December 1999, they could notice some construction activity in the plot belonging to Professor Iyengar. It is at that point of time that they had made enquiries and could come to know that though the suit for specific performance filed by the defendants was decreed, the sale deed was executed in the name of Defendant 4 who is the brother-in-law of Defendant 1. It is thereafter that the suit being Original Suit No. 71 of 2002 was filed.

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5. Rejection of the plaint under Order 7 Rule 11 of CPC is a drastic power conferred in the court to terminate a civil action at the threshold. The conditions precedent to the exercise of power under Order 7 Rule 11, therefore, are stringent and have been consistently held to be so by the Court. It is the averments in the plaint that have to be read as a whole to find out whether it discloses a cause of action or whether the suit is barred under any law. At the stage of exercise of power under Order 7 Rule 11, the stand of the defendants in the written statement or in the application for rejection of the plaint is wholly immaterial. It is only if the averments in the plaint ex facie do not disclose a cause of action or on a reading thereof the suit appears to be barred under any law the plaint can be rejected. In all other situations, the claims will have to be adjudicated in the course of the trial.

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9.Both the suits were filed in July 2002 which is well within three years of the date of knowledge, as claimed by the plaintiffs, of the fact that the property had not been transferred in the name of Plaintiff 2 by Defendants

1 and 2. The aforesaid averments made in the plaint will have to be accepted as correct for the purposes of consideration of the application under Order 7 Rule 11 filed by Defendants 1 and 2. If that be so, the averments in the plaint would not disclose that either of the suits is barred by limitation so as to justify rejection of the plaint under Order 7 Rule 11 CPC.

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12. For the aforesaid reasons, the order of the High Court dated 26-6-2003 has to be reversed. We, accordingly, do so and allow this appeal and direct the learned trial court to hear and decide both the suits i.e. Original Suits Nos. 71 and 72 of 2002 on merits at an early date.

(emphasis supplied)

17] The aforesaid paragraphs clearly reveal that the facts of that case were entirely different and by no means they bear any similarity with the facts of the case in hand, thus, the same is distinguishable and is of no avail to the petitioner/plaintiff.

18] Resultantly, this court is inclined to allow the application filed by the defendants under Order 7 rule 11 of CPC and the impugned order dated 12.3.2021 is hereby set aside and the plaint filed by the plaintiff is hereby rejected as it does not disclose any cause of action.

Civil Revision stands **allowed**.

Certified copy, as per rules.

**(SUBHODH ABHYANKAR)
JUDGE**