2026 INSC 908

Non-Reportable

IN THE SUPREME COURT OF INDIA
CIVIL APPELLATE JURISDICTION

Civil Appeal No.11194 of 2026
(Arising out of SLP (C) No.23279 of 2025)

N Asha Devi **...Appellant (s)**

Versus

R Aravind Kumar & Anr. **...Respondent (s)**

O R D E R

Leave granted.

2. The appellant, defendant in the suit for division and allotment of 44% share in both the land and the built-up area of the suit schedule property, is aggrieved with the rejection of the application filed under Order VII Rule 11. The Trial Court rejected and the High Court confirmed it. The rejection of suit was sought for on the question of limitation and the plaintiff's contention was that limitation is a mixed question of facts and law and it needs to be tested in a trial after leading evidence.

3. We heard Sri A. K. Ganguli, learned Senior Counsel for the appellant and Sri M. S. Ganesh, learned Senior Counsel for the respondents.

4. On behalf of the appellant, it is submitted that though the agreements are admitted, it was in pursuance of a joint venture to develop two plots owned by the appellant herein. The Joint Venture Agreement was also related to construction of apartments in the two plots, which construction was the obligation of the respondent. That having not been completed within time, 15 months as specified in the agreement, the Joint Venture was cancelled by issuing a written communication dated 20.04.2016, followed up with a lawyer's notice on 22.07.2016. The respondent replied on 23.07.2016, resisting the cancellation on the ground of it being unilateral. The respondent also filed a caveat in the City Civil Court, Chennai, on 26.07.2016 and on 05.08.2016, another communication was addressed to the respondent to remove the construction materials in the premises belonging to the respondent. On 22.11.2016, notice was issued demanding surrender of the key and restoration of access to premises. In June 2017, the appellant took possession of the properties, since the respondents and removed the debris collected in the property.

5. The suit was filed in October 2022, grossly delayed is the contention. The respondent, however, resisted the same with reference to the agreement. It is argued that the agreement itself conferred 44% share in the land and the Joint Venture Agreement is not determinable by a unilateral cancellation. It was also argued that the ground of limitation cannot result in the rejection of a plaint under Order VII Rule 11.

6. ***Shri Mukund Bhavan Trust v. Shrimant Chhatrapati Udayan Raje Pratapsinh Maharaj Bhonsle and Another***[1], reiterated the trite principle that '*when an application to reject the plaint is filed, the averments in the plaint and the documents annexed therewith alone are germane*'. This Court, keeping in mind the position of law that limitation is a mixed question of fact and law, found the facts arising therein, glaring from the plaint averments itself and held the suit to be hopelessly barred by limitation. It was held that the Court cannot be

[1] (2024) 15 SCC 675

hesitant in granting relief of rejection of a plaint when it is so obvious from the pleadings itself.

7. With the above principle in mind, we looked at the plaint. The various facts we noticed in paragraph 4, as would be evident from the records in the SLP are not germane to the consideration of the application under Order VII Rule 4, and the plaint alone has to be perused. Suffice, on facts, from the plaint, to notice that there were two vacant sites which were the subject of two Joint Venture Agreements entered into on 18.08.2014. Together the land had an extent of 4800 sq. ft., on which 8 flats were to be constructed by the defendant, the plaintiff being the original owner of the property. On completion of the construction, 56% of the total super built-up area of the suit schedule property was to go to the owners and the remaining 44%, both of the undivided share in the land and the super built-up area, had to be conceded to the respondent. Obviously, the construction commenced and while the appellant asserts that it was not completed within the stipulated time, the respondents vehemently contend, at least at the time of cancellation, the entire construction was completed, and they had possession over 44% of the built-up area.

8. Despite the claim of possession, the specific relief sought in the suit is division and allotment of 44% share in both the land and the built-up area as per the Joint Venture Agreements, which puts paid the contention regarding possession.

9. Insofar as limitation, in the present case, we need only look at Paragraph 17 of the plaint filed before the Additional District and Sessions Judge, Chengalpattu, in O.S. No.632 of 2022, which brings forth the cause of action, asserted by the plaintiff itself; extracted hereinbelow: -

> *'**17**. The plaintiffs submit that, the cause of the action for the suit arose on 18.8.2014 when the plaintiffs had entered into Two Memorandum of Joint Venture agreements with the defendant with respect of the construction of eight flats in the vacant sites in Plot Nos. S4 & S7 at the cost of the plaintiffs. In August 2016, when the plaintiffs had completed the construction of eight flats as per plan and became the owner of 44% share in the land and in the built-up area of the plaint schedule property, on 20.4.2016, when the defendants by their letter sent to the plaintiffs sought to cancel the two Memorandum of Joint venture agreement dated 18.8.2014, on 22.07.2016, when the defendants had caused a lawyers notice to the plaintiffs, on 23.07.2016, when the plaintiffs had caused a reply, on*

> *05.08.2016, when the defendants by his lawyers notice sent to the plaintiffs reiterated the same allegations, on 02.09.2016 when the plaintiffs had replied to the lawyers notice and on 20.09.2016 and 22.11.2016 when the defendants had sent lawyers notice to the plaintiff whereby they had levelled the very same allegations. On 08.06.2022, the plaintiffs had given a public notice that, the public shall not venture to purchase the plaint schedule properties stating that, they are the owner of 44% undivided share in the land and in the super built up area of the plaint schedule properties and at Thoralpakkam village, Sholinganallur Taluk within the Jurisdiction of this Hon'ble court where the plaint schedule property is situate'*

10. The cause of action, as seen from the above, according to us, arose on the first communication cancelling the Joint Venture Agreement dated 20.04.2016. The further communications between the appellant and the respondent only highlights the dispute, arising from the cancellation, and does not create a fresh cause of action in any event. The suit was filed in October 2022, grossly delayed from year 2016 itself; even 22.11.2016, the last but one of the dates in the above extract. The contention of the respondent/plaintiff seems to be that on 08.06.2022, they issued a public notice cautioning third parties from purchasing the plaint schedule properties. This does not create a fresh cause of action, since the publication was in self-interest, which itself was grossly delayed.

11. We find absolutely no reason to sustain the order of the Trial Court and the High Court and we set aside the same.

12. The plaint filed in O.S. No.632 of 2022 between the parties pending in Additional District and Sessions Judge, Chengalpattu, shall stand rejected.

13. The appeal is allowed.

14. Pending application(s), if any, shall stand disposed of.

.... J.
(J. B. PARDIWALA)

.... J.
(K. VINOD CHANDRAN)

NEW DELHI;
AUGUST 17, 2026.