2026 INSC 1011

REPORTABLE

IN THE SUPREME COURT OF INDIA
CIVIL APPELLATE JURISDICTION

CIVIL APPEAL NO.12611 OF 2026

SHEO KUMAR SINGH AND OTHERS **APPELLANTS**

VERSUS

M/S SHARDA EDUCATIONAL SOCIETY AND OTHERS **RESPONDENTS**

JUDGMENT

ATUL S. CHANDURKAR, J

1. Non-admissibility of a document on which the plaintiff relies for seeking relief in his suit is sought to be made a ground for rejection of the plaint under Order VII Rule 11(a) and (d) of the Code of Civil Procedure, 1908[1]. Whether such a ground could be urged before commencement of the trial is the issue that arises for consideration in this civil appeal.

2. The appellants are the original plaintiffs, who claim that on 17.10.2011, a lease deed for letting out a plot of land was entered into with the respondents, the original defendants. The period of

[1] For short, 'the Code'

lease was fixed for thirty-three years commencing from 01.10.2011 and ending on 30.09.2044. The monthly rent agreed was ₹92,550/- with 7 per cent annual increase. Various other terms and conditions were agreed between the parties and possession of the subject land was handed over by the plaintiffs to the defendants. The lease deed was duly registered. According to the plaintiffs, after execution of the lease deed, the defendants took steps to obtain a loan for construction of a building on the said land. The defendants were asked to execute an equitable mortgage deed of the said land by way of security for sanctioning of the loan. Hence, on the request of the defendants, the plaintiffs agreed to execute an equitable mortgage deed of the said land. The plaintiffs, however, sought modification of some terms and conditions of the lease deed dated 17.10.2011. Hence, a supplementary lease deed was executed on 15.02.2013 between the parties. According to the plaintiffs, the supplementary lease deed was in continuation of the earlier lease deed. As it was executed for modifying the terms and conditions of the earlier registered lease deed, the supplementary lease deed did not require registration. The defendants failed to comply with the terms and conditions of the lease deed as modified. Hence, on 25.04.2022, the plaintiffs served a notice under Section 106 of the Transfer of Property Act, 1882[2] on the defendants seeking to terminate their tenancy by 31.05.2022. Reply was given to this notice by the defendants and they denied execution of the supplementary lease deed. Since the defendants failed to vacate the premises, the plaintiffs on 21.06.2022 filed suit for eviction of the defendants along with a claim for arrears of rent due and payable by them, calculated as per the supplementary lease deed.

3. The defendants on being served with the plaint moved an application under the provisions of Order VII Rule 11(a) and (d) of the Code seeking rejection of the plaint. It was stated that as per the plaint averments, there was a registered lease deed executed between the parties on 17.10.2011. According to the plaintiffs, the defendants had failed to pay lease rent as per the supplementary lease deed that was unregistered. In view of Section 49 of the Registration Act, 1908[3], the unregistered supplementary lease deed could not be relied upon and its cognizance could not be taken by a court of law. The plaint, therefore, did not disclose any cause of action and it was also barred by law. On this basis, it was

[2] For short, 'the Act of 1882'
[3] For short, 'the Act of 1908'

stated that the plaint was liable to be rejected in view of the statements made in the plaint.

4. The plaintiffs filed a reply to the aforesaid application and opposed the same. It was stated that the cause of action was disclosed in the plaint and that the suit as filed was maintainable. The application moved by the defendants was, thus, liable to be rejected.

5. The trial Court considered the application filed under Order VII Rule 11 of the Code and by the order dated 24.01.2023 held that initially, lease deed dated 17.10.2011 was executed and also registered. Thereafter, a supplementary lease deed was executed on 15.02.2013 which was not registered. Both these deeds had been placed on record. As the initial lease deed was registered and the supplementary lease deed sought to modify the terms mentioned in the registered lease deed, the supplementary lease deed was an integral part of the initial lease deed. The suit was, therefore, maintainable and not barred by any provisions of law. On this basis, the application filed by the defendants under Order VII Rule 11 of the Code was rejected.

6. The defendants, being aggrieved by the said order, filed a revision application under Section 115 of the Code before the Patna High Court[4]. A learned Single Judge of the High Court after referring to the law with regard to consideration of an application under Order VII Rule 11 of the Code was of the view that the plaintiffs had sought arrears of rent in terms of the supplementary lease deed that was not registered. In view of the decision in **M/S. K.B. Saha & Sons Pvt. Ltd. Vs. M/S. Development Consultant Ltd.**[5], if a document was inadmissible in evidence for want of registration, none of its terms could be admitted in evidence nor could the same be used for any collateral purpose. Various clauses of the unregistered supplementary lease deed could not be taken into consideration in view of the decision in **Sunil Kumar Roy Vs. M/S. Bhowra Kankanee Collieries Ltd. & others**[6]. It, therefore, held that the trial Court was not correct in holding that the supplementary lease deed was a part of the registered lease deed dated 17.10.2011. For these reasons, the order passed by the trial Court was set aside and the matter was remanded to the trial Court to decide the application filed by the defendants under Order

[4] For short, 'the High Court'
[5] 2008 INSC 639
[6] 1970 INSC 251

VII Rule 11(a) and (d) of the Code afresh. The plaintiffs being aggrieved by this order have preferred the present appeal.

7. Mr. Niraj Kishan Kaul and Mr. Shadan Farasat, learned Senior Advocates for the plaintiffs submitted that the High Court committed an error in going into the question of admissibility of the supplementary lease deed dated 08.02.2013 while adjudicating the application under Order VII Rule 11 of the Code. At that stage, only the plaint averments and the documents filed along with the plaint were required to be taken into consideration. The defence sought to be raised by the defendants as regards non-admissibility of the supplementary lease deed was not required to be gone into as the same was a matter of trial. On a meaningful reading of the plaint, a cause of action was clearly indicated therein. Further, there was no statement made in the plaint that would indicate that the suit was barred by any provision of law for it to be rejected under Order VII Rule 11(d) of the Code. The trial Court rightly found that the plaint was not liable to be rejected at this stage. The High Court committed an error in examining the issue of admissibility of the unregistered supplementary lease deed when, in fact, parties were yet to lead evidence and the trial had not commenced. The decisions relied upon in the impugned order related to adjudication at the conclusion of the trial and not at the stage of consideration on an application seeking rejection of the plaint. It was, thus, submitted that the application seeking rejection of the plaint was liable to be dismissed and the order passed by the High Court was liable to be set aside.

8. Per contra, Mr. Gagan Gupta, learned Senior Advocate for the defendants supported the direction issued by the High Court of remanding the proceedings for a fresh consideration. Referring to averments made in the plaint, it was submitted that the plaintiffs had sought to rely upon the registered lease deed dated 17.10.2011 as well as the supplementary lease deed dated 08.02.2013 that was unregistered to contend that the terms of the registered lease deed had been modified by the supplementary lease deed. In absence of the subsequent document being registered, it was inadmissible in evidence and, therefore, its contents could not be looked into for any purpose, whatsoever. The plaintiffs had sought reliefs in the suit by relying upon the supplementary lease deed, which was unregistered. The High Court, therefore, was justified in holding that in the absence of registration, the supplementary lease deed could not be looked into. As the entire suit of the plaintiffs was based on an inadmissible document, no relief could be granted to the plaintiffs. In fact, there was no cause of action for the plaintiffs to file the suit for eviction and to claim arrears of rent. He, therefore, submitted that the High Court rightly directed consideration of the application for rejection of the plaint afresh by taking into account only the lease deed dated 17.10.2011. Placing reliance on the decisions in **M/S Paul Rubber Industries Private Limited Vs. Amit Chand Mitra & another**[7], **M/S. K.B. Saha and Sons Pvt. Ltd.** *(supra),* **Satish Chand Makhan and others Vs. Govardhan Das Byas and others**[8] and **Sunil Kumar Roy** *(supra)*, it was submitted that no interference with the order passed by the High Court was warranted and the civil appeal ought to be dismissed.

9. We have heard the learned Senior Advocates for the parties at length. We have perused the plaint averments and the documents filed along with the plaint. Having given due consideration to the rival contentions, we are of the view that the aspect of admissibility or otherwise of a document filed along with the plaint cannot be made the basis for seeking rejection of the plaint under Order VII Rule 11(a) and/or (d) of the Code. The

[7] 2023 INSC 854
[8] Civil Appeal No.10041 of 1983 decided on 27.10.1983

question of admissibility or otherwise of a document is a matter for consideration at the trial and it is only at that stage that such issue could be raised and gone into. The question as regards admissibility of a document would be relevant while adjudicating the suit on merits and not while considering a prayer for rejection of the plaint.

10. Averments in the plaint alone are material while considering an application under Order VII Rule 11 of the Code. It would, therefore, be necessary to refer to the same. The material averments read as under:

> "2. That the defendants approached the plaintiffs and requested them to let out the said land to them to construct a building over the said land to run Educational Institution in the same. At the request of the defendants, the plaintiffs had agreed to let out the Schedule-1 land on the terms and conditions agreed between the plaintiffs and the defendants.
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> 3. That a registered Lease Agreement containing the agreed terms and conditions was executed on 17.10.2011 duly signed by both the Lessors and Lessee for a fixed period of 33 years commencing on 01.10.2011 and ending on 30.09.2044 on monthly rent of Rs.92,550/- with condition to increase 7% per year. The period of 01.10.2011 to 31.03.2013 was given by the Lessors to the Lessee for construction of School Building over the said land. It was agreed that during the said period the Lessee would pay only Rs.1000- per month to each of the lessors for the entire land. The possession of the land was handed over to the Lessee by the lessors on 01.10.2011.
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> 4. That it was agreed that during the said period the lessee would construct and develop a multistoried building over the said land for the purpose of running Educational Institution with all facilities and amenities on their own cost and the lessee would neither claim nor adjust the expenses occurred by him in constructing the school building etc. and shall not deduct any amount from the monthly rent.
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> 5. That subsequent to the execution of the said Lease Agreement the Lessee approached the Bank to obtain loan of Rs. Six Crore for construction of the building for school "Open Mind" a Birla School

over the said land. Bank asked the lessee to execute equitable mortgage of the said land for sanction of loan as collateral securities. Thereafter, the lessee requested the plaintiffs lessors to execute equitable mortgage of the land as they were the owners of the said land. On the request of the lessee the plaintiffs became ready to execute equitable mortgage of their said land on the request of the defendant lessee, the plaintiffs became ready to execute equitable mortgage of their said land but for the said purpose with the consent of both the plaintiff (lessors) and defendants (lessees) some modification was made in terms and conditions of the previous lease and as such for said modification with their consent a supplementary lease deed was executed on 15.02.2013 duly signed by both the parties, the plaintiffs and the defendants. The said supplementary lease was executed in continuation of the previous lease deed. Thereafter, the plaintiffs agreed to execute equitable mortgage of their land for sanction of loan amount Rs. Six Crore to construct building for School "Open Minds".

6. That as per the supplementary lease was executed for modification of some terms and conditions of the previous lease so the Supplementary lease does not required to be registered."

[emphasis supplied by us]

As regards the denial of execution of the supplementary lease deed by the defendants in their reply notice, it was pleaded in paragraph 14 of the plaint as under:

"14. That the defendants in its reply notice has denied the execution of the Supplementary Lease Agreement. It wrongly alleged that the plaintiffs by putting undue pressure on the Secretary of the defendant No.1 had taken his several signatures on blank paper and stamp paper without letting the defendants know that what they will do the same. It is also alleged in the same reply notice that on the said signature stamp paper & blank paper the said Supplementary Lease Deed was prepared without the knowledge and consent of the defendants. It is very strange that the Secretary of the defendant No.1 who is a Learned man and who is running a big renowned school 'Open Minds' in the town of Patna would give several signatures on blank paper and blank stamp paper of Rs.5000/- without knowing the reason for the same. On the stamp paper over which he had given the signature with stamp it is written that the said stamp was purchase for execution of "Lease". The said Supplementary Lease contains sixteen pages and each & every page of the said document contains the signatures & seal of the Secretary of defendant No. 1. There is also the seal of Sharda Educational Society on the last page of the said lease with signature of the said Secretary. So purely an absurd imaginary story has been invented by the defendants. Not any sensible man call believe the said story alleged in the reply notice. It is also wrongly alleged in the said reply notice then the terms of a registered document cannot be modified by an unregistered document. It is also wrong Misrepresentation of Law has been made in the same reply notice that the Supplementary Lease Deed is a transfer deed of immovable property. Under such misinterpretation it is alleged that no immovable property can be transferred by unregistered deed for value more than Rs.100/-. It is submitted that by the said lease deed no property is being transferred. Further it is wrongly alleged in the said reply notice that the defendants are tendering the rent of the lease premises to the plaintiff by money order which they are refusing."

[emphasis supplied by us]

On these pleadings, the plaintiffs prayed for a decree for eviction and arrears of rent against the defendants.

11. The defendants sought rejection of the plaint under the provisions of Order VII Rule 11(a) and (d) of the Code. The averments made in paragraphs 7 to 11 of the application filed by them are relevant and are reproduced as under:

"7. That from the aforesaid statements made in the plaint it is quite apparent that it is admitted that there is a registered deed of deed dated 17.10.2011 which has been duly executed by both the parties and is duly registered. With the said admission the plaintiffs have contended that there is another supplementary lease and the rate of rent given therein has not been paid by the defendants and therefore the defendants became defaulter in payment of rent and thereby became liable to be evicted from the premises in suit.

8. That in view of the provisions of section 49 of The Registration Act a lease deed for a period of one year or more is necessarily required to be registered and it is also settled law that a registered document can not be modified or supplemented by another unregistered document or by a decree of the civil court of competent jurisdiction, but not otherwise.

9. That admittedly on the basis of the statements made in the plaint the only deed of lease registered is dated 17.10.2011 and there had been no other registered deed of modification of the said lease and therefore under the law it is only the said deed of lease and terms thereof which are binding on the parties. But the plaintiffs are basing their claim on the basis of the said unregistered supplementary lease deed and the terms contained therein which is completely contrary to the terms of rate of rent as contained in the registered deed of lease. More so the said supplementary deed being also barred under

section 49 of the Registration Act of which no cognizance may be taken by any Court of Law.

10. That in view of the aforesaid facts and position of law it is quite apparent that the entire statements made in the plaint does not disclose a cause of action for filing the eviction suit by the plaintiffs against the defendants and the suit is also barred by law, being under section 49 of The Registration Act.

11. That accordingly the plaint of the aforesaid suit is a liable to be rejected as per the provisions of Order VII rule 11 of the Code of Civil Procedure. As the same is apparent on the face of the plaint on the basis of the statements made in the plaint, hence the defendants or raising the said objection for rejection of the aforesaid plaint at the threshold."

[emphasis supplied by us]

12. On a complete reading of the plaint, it is revealed that pursuant to the lease deed dated 17.10.2011, the defendants were put in possession of the subject land on lease for a period of thirty-three years. The monthly rent agreed was ₹92,550/- with 7 per cent annual increase. A school building was to be constructed over the said land by 31.03.2013 after which the defendants were to pay ₹1,000/- per month as lease rent for the entire land. It is further seen that according to the plaintiffs, on 15.02.2013 a supplementary lease deed was executed modifying certain terms and conditions of the lease deed dated 17.10.2011. The monthly rent was revised at ₹9/- per sq. ft. for the constructed portion of 27,500 sq. ft. on each floor, the total being 1,37,500 sq. ft. Since the defendants failed to pay the arrears of rent as revised, a notice under Section 106 of the Act of 1882 was issued on 25.04.2022 and the lease was terminated. It was also pleaded in the plaint that it was not necessary to have the supplementary lease deed registered. Besides seeking eviction of the defendants, the plaintiffs also sought a decree for arrears of rent.

13. According to the defendants, it was the case of the plaintiffs that as the defendants had defaulted in payment of the revised rent as per the supplementary lease deed that was not registered, they were sought to be evicted. Referring to Section 49 of the Act of 1908, it was contended that the supplementary lease deed could not be relied upon as it was unregistered and its cognizance could not be taken by any court of law. Therefore, according to the defendants, the plaint did not disclose a cause of action for filing the suit and it was also barred by law in view of Section 49 of the Act of 1908.

14. It must be borne in mind that rejection of a plaint under Order VII Rule 11 of the Code results in non-suiting the plaintiff without any trial. Considering the drastic consequence flowing from the rejection of a plaint under Order VII Rule 11 of the Code, it is only the plaint averments and the documents filed along with the plaint that can be looked into to consider whether it discloses a cause of action or whether the suit is barred under any law. In this regard, reference may be made to the decision in **P.V. Guru Raj Reddy Rep. by GPA Laxmi Narayan Reddy & Another Vs. P. Neeradha Reddy & Ors.**[9]. In paragraphs 5 and 6, it has been held as under:

> "5. Rejection of the plaint under Order VII Rule 11 of the 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 VII rule 11, therefore, are stringent and have been consistently held to be so by the Court. It is the averments in the plaint that has 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 VII 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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> 6. In the present case, reading the plaint as a whole and proceeding on the basis that the averments made therein are correct, which is what the Court is required to do, it cannot be said that the said pleadings ex facie discloses that the suit is barred by limitation or is barred under any other provision of law. The claim of the plaintiffs with regard to the knowledge of the essential facts giving rise to the cause of action as pleaded will have to be accepted as correct. At the stage of consideration of the application under Order VII rule 11 the stand of the defendants in the written statement would be altogether irrelevant."

15. Section 49 of the Act of 1908 specifies the effect of non-registration of a document that is required to be registered under Section 17 of the Act of 1908 or by any provisions of the Act of 1882. Absence of registration of such document would not affect any immovable property comprised therein or be received as

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[9] 2015 INSC 113

evidence of any transaction affecting such property or conferring such power. However, as per the proviso to Section 49 of the Act of 1908, an unregistered document affecting immovable property that is required to be registered can be received as evidence of any collateral transaction not required to be effected by a registered instrument. It, thus, becomes clear that where a document required to be registered by Section 17 of the Act of 1908 or under the Act of 1882 is not registered, a party relying upon that document can attempt to rely upon it as evidence of any collateral transaction that is not required to be effected by a registered instrument. In other words, whether a party can seek benefit of the proviso to Section 49 of the Act of 1908 is a matter to be adjudicated by the Court at the trial of a suit. Without an opportunity to lead evidence in that regard, a party cannot be entirely shut out on the ground that the document in question though required to be registered under Section 17 of the Act of 1908 or under the Act of 1882 is unregistered. Without granting an opportunity to a party relying on such document to lead evidence to either attempt to prove such unregistered document or to rely upon the proviso to Section 49 of the Act of 1908 so as to give evidence of any collateral transaction that is not required to be effected by a registered document, a party cannot be prevented at the inception itself from even relying upon such document. In any event, the contention that a document cannot be relied upon as it is inadmissible in evidence for want of registration is a matter that can hardly be considered under Order VII Rule 11 of the Code while seeking rejection of the plaint. At that stage, such adjudication would be premature and that too without permitting a party relying upon such unregistered document to lead evidence as regards a collateral transaction.

16. The matter can be viewed from another angle. In the plaint, it was specifically pleaded by the plaintiffs in paragraph 6 that as the supplementary lease deed was executed for modifying some terms and conditions of the registered lease, it did not require registration. In the application filed under Order VII Rule 11 of the Code by the defendants, a plea was raised that the supplementary lease deed was required to be registered and, therefore, in absence of its registration, cognizance of the same could not be taken. It is, thus, the defence of the defendants that the supplementary lease deed requires registration. While considering an application under Order VII Rule 11 of the Code, the averments made in the plaint have to be taken at their face value. The stand of the defendants as taken in the application for rejection of the plaint would be wholly immaterial as held in **P.V. Guru Raj Reddy** *(supra)*. Thus, permitting the defendants to raise an issue as to non-registration of the supplementary lease deed while seeking rejection of the plaint under Order VII Rule 11 of the Code would amount to ignoring the plaintiffs' averments, which state that the said document did not require registration. Material that is beyond the plaint or documents filed along with it would, therefore, be required to be taken into consideration for adjudicating the defendants' prayer for rejection of the plaint. This is wholly impermissible while exercising jurisdiction under Order VII Rule 11 of the Code.

17. While the trial Court proceeded to hold that the supplementary lease deed sought to amend and modify the terms of the registered lease deed and, thus, the suit was maintainable, the High Court proceeded to record a finding that the supplementary lease deed not being registered, it was inadmissible in evidence. The High Court, thereafter, remanded the matter to decide the application afresh without taking into consideration the supplementary lease deed that was unregistered. In our view, both the Courts misdirected themselves while adjudicating the application filed by the defendants under Order VII Rule 11 of the Code. The issue of admissibility or otherwise of a document would be the subject matter of trial. Recording a finding that a particular document was inadmissible in evidence even before parties lead evidence would be contrary to law.

18. Having considered the plaint averments in their entirety and on a meaningful reading of the same, we are of the view that the plaint discloses a cause of action and that it is not barred by any law. The plaint is, therefore, not liable to be rejected under Order VII Rule 11(a) and/or (d) of the Code.

19. For the aforesaid reasons, the impugned order passed by the High Court dated 17.12.2024 in Civil Revision No.87 of 2023 is set aside. The application filed by the defendants under Order VII Rule 11(a) and (d) of the Code is rejected. The trial Court shall proceed to decide the suit on its own merits and in accordance with law. It is clarified that observations made hereinabove are only for the purpose of deciding the present appeal. We have not gone into the question of admissibility or otherwise of the supplementary lease deed dated 15.02.2013. The trial Court shall decide the suit on its own merits, uninfluenced by any observations made hereinabove.

The Civil Appeal is, accordingly, allowed with no orders as to cost.

Pending Interlocutory Application is also disposed of.

……………………………J.
[UJJAL BHUYAN]

……………………………J.
[ATUL S. CHANDURKAR]

NEW DELHI,
SEPTEMBER 9, 2026.