

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated: 09..04..2015

Coram:

The Honourable Mr.SANJAY KISHAN KAUL, CHIEF JUSTICE
and
The Honourable Mr.Justice T.S.SIVAGNANAM

W.A.No.584 of 2015

P.Manishankar

.. Petitioner

versus

1.The Deputy Registrar of Co-operative Societies
Virudhachalam Circle, Virudhachalam,
Cuddalore District.

2.The President

M.Agaram Primary Agricultural Co-operative Credit Society
M.Agaram Village and Post,
Virudhachalam Taluk,
Cuddalore District.

.. Respondents

Appeal filed under Clause 15 of the Letters Patent against the order dated 12.03.2015 passed in M.P.No.2 of 2015 in W.P.No.5865 of 2015, on the file of this Court.

WP.5865/2015:Praying to grant an order of Interim stay staying all further proceedings of the impugned order passed by the 1st respondent in form 9 dt.20.1.15 (in MP.2/15) pending WP.5865/15 filed under Article 226 of the Constitution of India to issue writ of certiorari of India to issue writ of certiorari calling for the entire records relating to impugned order passed by 1st respondent in form 9 dt.20.1.15 and quash the same.

For Petitioner ::: Mr.C.Prakasam

For Respondents ::: Mr.L.P.Shanmughasundaram
Special Government Pleader

JUDGMENT

(The Order of the Court was made by The Hon'ble The Chief Justice)

The petitioner failed to comply with the terms of the consent order passed on 04.03.2015 and consequently the interim injunction was vacated. The relevant portion of the order reads as under:

"4.The learned counsel for the petitioner submitted that the petitioner is willing to pay a sum of Rs.2,00,000/- (Rupees Two Lakhs only) before 10.00 a.m., tomorrow, i.e., 05.03.2015, i.e., before the commencement of auction and that the petitioner would also pay another sum of Rs.8,00,000/- (Rupees Eight Lakhs only) on or before 11.03.2015 and shall also pay the balance amount of Rs.9,08,699/- (Rupees Nine lakhs eight thousand six hundred ninety nine only) on or before 08.04.2015."

2. Learned counsel for the appellant seeks to contend that what was offered to be paid was only a sum of Rs.2,00,000/- and the remaining amount was directed to be paid by the Court. We unfortunately cannot read the order in the manner the learned counsel for the petitioner seeks to read. There is one continuing sentence consisting of other portions which records the offer to pay three different amounts at three different stages, which persuaded the court to grant the extraordinary relief of staying the auction one day before it was to be held. We may notice that the petitioner claims title in the property mortgaged by his mother stating that he was minor on the date when the mortgage took place. The said mortgage is stated to be without permission of the guardian Court. Even the title documents have not been placed before us to establish the nature of the title claimed by the appellant.

3. We are thus of the opinion that in any case, in view of there being an offer to pay and the Court having agreed to the same, there can not be breach of the same without justifiable cause. Other than saying the appellant is unable to pay, as recorded in the subsequent order, nothing else is stated. There is no reason to interfere with the impugned order.

4. The writ petition stands dismissed. No costs.

Sd/-

Assistant Registrar

True Copy

Sub Assistant Registrar

Copy to:

The Deputy Registrar of Co-operative Societies
Virudhachalam Circle, Virudhachalam,
Cuddalore District.

+1 cc to Mr.C.Prakasam, Advocate,SR.20001

+1 cc to Government Pleader,SR.19762

+1 cc to Mr.L.P.Shanmugasundaram, Advocate,SR.20126.

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krd 20/4

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