

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 12.12.2018

CORAM

THE HONOURABLE MR. JUSTICE C.V. KARTHIKEYAN

S.A.No.865 of 2003

Muthuraja

...Appellant/ Plaintiff

Vs

1.Gnanaprakasam

2.Rangaswamy

3.V.Rajagopal

... R1 & R2/Defendants 2 & 3

4.Indira

5.Chandra

6.Vasantha

7.Latha

... Respondents 3 to 7/Respondents 3 to 7.
in A.S. 143/95

Prayer: Second Appeal filed under section 100 of C.P.Code, against the judgment and decree dated 31.10.2000 and passed in A.S.No.143 of 1995 on the file of the Court of the First Additional District Judge-cum Chief Judicial Magistrate of Coimbatore, confirming the judgment and decree dated 25.04.1995 passed in O.S.No.960 of 1991, on the file of the Third Additional District Munsif, Coimbatore.

For Plaintiff :: No appearance

For Respondents :: No appearance

ORDER

The Plaintiff in O.S.No. 960 of 1991 on the file of the Third Additional District Munsif Court, Coimbatore is the appellant herein. The said suit was dismissed by Judgment and Decree dated 25.4.1995. As against that Judgment, the Plaintiff filed A.S.No.143 of 1995 before the First Additional District Court cum Chief Judicial Magistrate Court, Coimbatore. That appeal was also dismissed by Judgment dated 31.10.2000. The Plaintiff has filed the present has been appeal against that Judgment. The second appeal has not been admitted.

2. The case of the appellant/plaintiff is that he entered into an agreement with the second defendant/second respondent Rangaswamy on 25.10.1983 for purchase of the suit schedule property. He claimed to have paid advance amount also. The land belongs to the first defendant/first respondent. The first respondent/first defendant had entered into an agreement to sell the land to the third respondent/third defendant. The second respondent/second defendant was the power of attorney agent of the third respondent/third defendant.

3. It is seen that the plaintiff had entered into an agreement to purchase the property from the third respondent/third defendant represented by the second respondent/second defendant as power of attorney agent. However, the third respondent/third defendant was not the owner of the suit property. The first respondent/first defendant was the owner. He had not signed in the agreement. The agreement is not enforceable. Both the Courts have dismissed the suit and also the Appeal filed by the appellant. They have concurrently held that the agreement is not enforceable.

4. I find no irregularity in the judgments of both the Courts. The Second Appeal is rejected since there is no substantial questions of law. No costs.

Sd/-
Assistant Registrar

//True Copy//

Sub Assistant Registrar

jas/vsg

To

1. The I Additional District Judge cum,
Chief Judicial Magistrate Court,
Coimbatore.

2. The III Additional District Munsif,
Coimbatore.

3. The Section Officer,
VR Section, High Court,
Madras.

S.A.No.865 of 2003

NRI (CO)
GN(15/02/2019)