

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 19.01.2018

CORAM

THE HONOURABLE MR.JUSTICE R.SUBRAMANIAN

C.S.No.660 of 2004

M/s.Fair Deal Construction,
rep. by its Proprietor N.Ravindran,
S/o.Naganathan,
11, Venkata Narayanan Road,
T.Nagar, Chennai - 17.

... Plaintiff

Versus

1.Dr.Sheela Rajarathinam (Deceased)

2.M/s.Bay City Developers (P) Ltd.,
Rep. by its Managing Director,
V.Vishnu Reddy,
S/o. V.Ragunatha Reddy,
Thiru Apartments, 33, 3rd Main Road,
R.A.Puram, Chennai - 600 028.

3.S.Babu

4.P.Rajalakshmi

5.Ravi Rajarathinam

6.Ashok Rajarathinam

7.Meera Suresh Menon

8. Sanjay Rajarathinam

... Defendants

Plaint filed under Order VII Rule 1 of Civil Procedure Code read with Order IV Rule 1 of Original Side Rules praying to pass a judgment and decree:

a) directing the defendants 1 and 2 specially perform their part of the obligations on behalf of the deceased, the 2nd defendant is the power holder of the 1st defendant for the agreement of the sale dated 15.11.2002 by executing and registering the sale deed or deeds in respect of the suit property in favour of the plaintiff or his nominee or nominees after discharging the encumbrance over the suit property and register the sale on receipt of the balance sale consideration of Rs.57,71,875/- on a date to be fixed by this Hon'ble Court and direct the Asst. Registrar, original side of the High Court of Madras to execute and register, deed of the sale in respect of the schedule of property in favour of the plaintiff or his nominee on deposit of the balance sale consideration of Rs.57,71,875/- to the credit of the suit;

b) for a declaration that the plaintiff have got equitable charge over the suit property, for the payments made and expenditure incurred to the plaintiff in relation to the agreement for sale dated 15.11.2002;

c) to declare the sale deeds dated 08.07.2004, in Document Nos.1970 & 1971 of 2004, registered in the office of the Sub-Registrar, Ashok Nagar, executed the sale deed in favour of the defendants 3 and 4 as null and void;

d) for a permanent injunction against the defendant their men, agents, servants or any of the person or persons claiming through them from alienating or dealing with the property or by way of sale, mortgage, joint development, lease or otherwise except in accordance with the agreement for sale dated 15.11.2002 entered with the plaintiff and

e) to direct the defendants to pay the cost of the suit.

For Plaintiff : No appearance
For Defendants : Mr.K.F.Manavalan for D1, D5 to D7
Mr.R.Thiyagarajan for D3 and D4

J U D G M E N T

It is seen from the proceedings of the learned Additional Master that despite several opportunities the plaintiff is not present for cross examining the defence witness. The matter was listed yesterday before me, since none appeared for the plaintiff, the matter was posted for dismissal today [19.01.2018]. Even today none appears for the plaintiff.

2. Hence, the suit is dismissed for default. No costs.

19.01.2018

dsa

Index : Yes/ No

Internet : Yes/ No

Speaking Order/ Non-speaking Order

R.SUBRAMANIAN, J.

dsa



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