

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 23.04.2019

CORAM

THE HONOURABLE MR.JUSTICE R.SUBRAMANIAN

C.S.No.50 of 2019,
A.No.1215 of 2019
and
O.A.No.50 of 2019

1.V.Balaji

2.B.Rani

... Plaintiffs

Vs.

1.T.S.Parthasarathy

2.P.Vasudevan

3.V.Ragavendran

4.V.Barath Kumar

5.J.Srinivasan

6.City Union Bank,
Rep. by its Manager,
Mandaveli Branch,
Mandaveli Street,
Mandaveli, Chennai - 600 028.

... Defendants

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

(a) directing the defendants 1 to 4 to specifically perform their part of the obligations and duties arising out of the agreement for sale dated 20.08.2018 by executing a deed of sale in faovur of the plaintiffs, on receipt of the balance sale consideration of Rs.2,18,00,000/- (Rupees Two Crores and Eighteen Lakhs only), along with the 5th defendant, in respect of the suit schedule mentioned property, on a date to be fixed by this Hon'ble Court and, in default, direct an officer of this Hon'ble Court, on deposit of the balance sale consideration of Rs.2,18,00,000/- (Rupees Two Crores and Eighteen Lakhs only) payable by the plaintiffs to the defendants 1 to 4 as per terms of the agreement for sale dated 20.08.2018, by executing a deed of sale in respect of the suit schedule mentioned property in favour of the plaintiffs and register the same at the cost and expenses of the plaintiffs on a date to be fixed by this Hon'ble Court or, in the alternate, direct the defendants 1 to 5 to pay the plaintiffs the sum of Rs.2,19,94,700/- (Rupees Two Crores Nineteen Lakhs Ninety four Thousand and Seven Hundred only) together with future interest at 18% per annum from the date of plaint till date of realization, being the damages arising out of the breach of contract dated 20.08.2018;

(b) declaring that the alleged termination of the agreement for sale dated 20.08.2018 on 11.11.2018 , by the 2nd defendant is illegal, invalid and non-est in the eyes of law and consequently the same is not binding upon the plaintiffs in relation to the suit schedule property;

(c) declaring that the sale deed dated 13.11.2018 executed by the defendants 1 to 4 in favour of the 5th defendant and registered as Document No.3571 of 2018 in the office of the sub-Registrar, Mylapore, Chennai Central, in respect of the suit schedule property, more fully described in the plaint schedule hereunder, is illegal, invalid, non-est in the eyes of law and consequently it is not binding on the plaintiffs in relation to the said property in view of the subsistence of the contract entered into between the plaintiffs and the defendants 1 to 4 dated 20.08.2018;

(d) permanent injunction restraining the 5th defendant, or his agents, servants, men, or anyone claiming under or through him and/ or or authorized by him from creating any charge, mortgage, lease or sale and/ or altering the physical features of the property, more fully described in the plaint schedule hereunder, detrimental to the interests of the plaintiffs without the leave of this Hon'ble Court or except in accordance with law;

(e) Mandatory injunction directing the 5th defendant to discharge the Housing Loan due to the 6th defendant and upon such discharge, jointly execute the sale deed in respect of the property, more described in the schedule hereunder, along with defendants 1 to 4 in favour of the plaintiffs on a date to be fixed by this Hon'ble Court and

(f) for costs of the suit.

For Plaintiffs : Ms.Vasudha Thiagarajan

JUDGMENT

The learned counsel for the plaintiffs has made the following endorsement:

“The plaintiffs may be permitted to withdraw the suit as the disputes have been settled out of court. In view of the same the entire court fees paid may be directed to be refunded by the Registry.”

2. In view of the same, the suit is dismissed as settled out of court. The entire court fee paid on the plaint is directed to be refunded. No costs. Consequently, the connected Applications are closed.

23.04.2019

dsa

Index : Yes/No

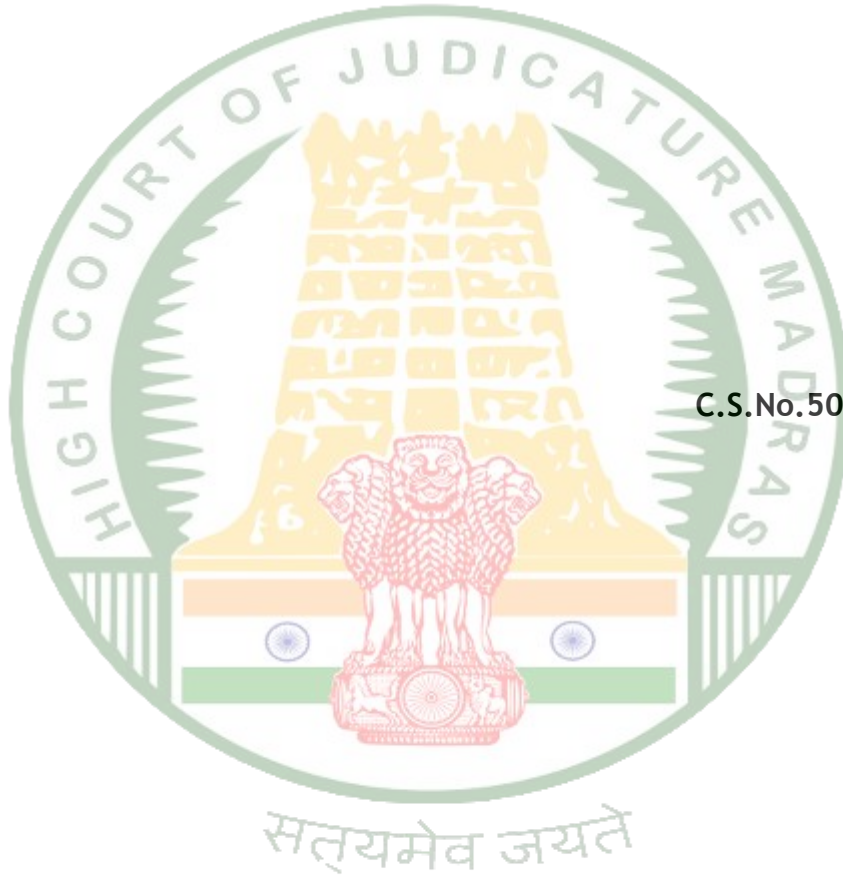
Internet : Yes/No

Speaking Order/ Non-Speaking Order

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R.SUBRAMANIAN, J.

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