

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated: 13.12.2019

CORAM

THE HON'BLE MR.JUSTICE M.SUNDAR

C.S.No.497 of 2004
and O.A.No.520 of 2004
and A.Nos.2375 & 2575 of 2004

Scope International Private Limited

'Cards Building'

First floor, No.1, Haddows Road

Chennai - 600 006.

Rep. by Finance Controller and Company

Secretary Ms.Vidya Balasubramanian.

.. Plaintiff

Vs.

1.M/s.Maars Software International Limited

Rep. by its Managing Director Mr.T.Varadarajan

New No.146, Old No.106/12,

Habibullah Road

T.Nagar, Chennai - 600 017.

2.Mr.M.M.Gupta

.. Defendants

This Civil Suit is preferred, under Order VII Rule 1 of the Code of Civil Procedure, 1908 and Order IV Rule 1 of O.S.Rules, praying

(a) for a direction, directing the 1st defendant to specifically perform their part of the obligation under the Lease Deed dated 09.01.2004 by obtaining approval of land conversion from the Directorate of Town and Country Planning, Chennai and obtain approval of the building plan as well as

the approval of the lift Inspectorate in respect of the Schedule mentioned property within the time stipulated by this Hon'ble Court and in default, permit the plaintiff to do the same at the cost of the 1st defendant;

(b) for a declaration that the 1st defendant should make an offer of sale of the Schedule mentioned property to the plaintiff in accordance with the Lease Deed dated 09.01.2004;

(c) for a declaration that the plaintiff has got the right of first purchase of the Schedule mentioned property in terms of the Lease Deed dated 09.01.2004 registered as Doc.No.403/2004 in the office of the Registrar of the Assurance, Tiruppur;

(d) for a declaration that the Memorandum of Understanding dated 26.03.2004 and/or any other Agreement or Deed of sale if any entered into or likely to be entered into by the 1st defendant with the 2nd defendant and/or any other person to sell, alienate, transfer or encumber in any manner the Schedule mentioned property other than in accordance with the Lease Deed dated 09.01.2004 is null and void ab initio;

(e) For a permanent injunction restraining the Defendants, their men, agents, servants or any other person/persons claiming through them from alienating the Schedule mentioned property by way of sale, mortgage, lease or otherwise encumber the Schedule mentioned property except in accordance with the contract entered into with the plaintiff on 09.01.2004;

(f) Grant such further or other reliefs as this Hon'ble Court may be pleased to grant; and

(g) cost of the suit.

For Plaintiff : Mr.N.V.Srinivasan
for M/s.N.V.S. & Associates

For Defendants : Ms.M.Hynul Fathima for
Mr.K.S.Natarajan for D2

No Appearance for D1

JUDGMENT

Mr.N.V.Srinivasan of M/s.N.V.S. & Associates [Law Firm), counsel on record for plaintiff submits that he has instructions from plaintiff to withdraw the suit. Saying so, learned counsel has made an endorsement in the case file, which reads as follows:

'Withdraw the suit without prejudice to merits in C.S.No.444 of 2006.

(sd/-)
Counsel for petitioner
13.12.2019'

2. Plaintiff company's Secretary (whom this Court is informed has duly authorized) has countersigned the same.

3. Aforesaid endorsement is reiterated in the hearing.

4. In the light of the endorsement and reiteration of the same, this suit is dismissed as withdrawn, albeit, preserving the rights of plaintiff, if any, in C.S.No.444 of 2006. There shall be no order as to costs. Consequently, connected applications are closed.

13.12.2019

Speaking/Non-Speaking order

Index : Yes/No

Internet: Yes/No

vsm

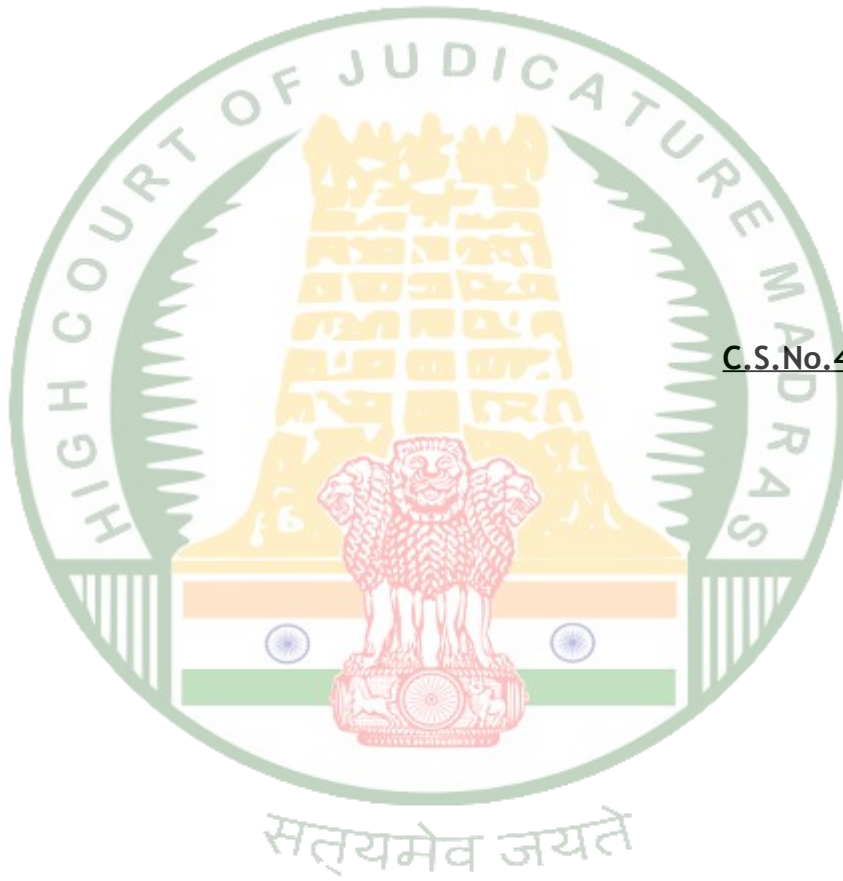


WEB COPY

C.S.No.497 of 2004

M.SUNDAR, J.

vsm



C.S.No.497 of 2004

WEB COPY

13.12.2019