

A.No.9287 of 2019
in C.S.987 of 2015

DR.G.JAYACHANDRAN, J.

This application is filed by one G.Natarajan to get himself impleaded as 5th defendant in the suit pending on the file of this Court since 2015. When the matter is posted for reporting settlement, this petition to get implead is filed.

2. The matter is being pending for nearly four years and after the enactment of Commercial Courts Act, this Court on considering the pleadings found that it is a commercial dispute and therefore, the commercial division of this Court has taken up the case for disposal.

3. In the course of hearing, the matter was referred to mediation. In the mediation, the parties could not arrive at compromise and therefore, file has been reverted back to the Court for adjudication. On 24.06.2019, the matter was listed under the caption for 'Case Management Hearing' issues were framed and the Additional Master was requested to record the evidence. The examination of witnesses could not be completed within the time fixed in the course of case management hearing. Hence the Additional Master has sent back the records to the Court on 24.10.2019.

4. At that stage the learned counsel for the plaintiff has sought time to report settlement. Accordingly, the matter was adjourned to 20.11.2019 and further adjourned to 03.12.2019.

5. At this stage, the present application is taken out to implead on the ground that the 2nd respondent entered into sale agreement with the proposed defendant/applicant in respect of the property situated at Perumbakkam Village bearing Survey No.296/8 part measuring to an extent of 42 cents for total sale consideration of Rs.96,60,000/-. Subsequently, on 14.01.2012, the proposed respondent paid a sum of Rs.5,00,000/- to the 2nd respondent herein and agreed to pay the remaining balance amount of Rs.91,60,000/- within a period of 30 days. Likewise, the 1st respondent entered into a sale agreement with the petitioner to sell immovable property bearing Survey No.298/8 part measuring total extent of 42 cents and 16 cents in Survey No.296/2 for sale consideration of Rs.32,70,000/-. Subsequently, on 14.02.2012 he paid a sum of Rs.5,00,000/- to the 1st respondent.

6. It is averred in the affidavit that both the 1st and 2nd respondents had failed to sell the property, despite he expressed his willingness to

tender the balance sale consideration. While on 30.09.2019 (After lapse of 7 years) the 3rd respondent received a sum of Rs.2,90,000/- towards sale consideration of the above mentioned property. The 3rd respondent has received the money on behalf of the respondents 1 and 2.

7. The petitioner claims that the respondents 1 to 3, who are the plaintiffs in the suit suppressing the material fact of entering into agreement with him and has filed the present suit against third parties (Respondents 4 to 7) so as to defeat his right in the suit schedule property. In support of his claim, the petitioner has enclosed a copy of the sale agreement entered between him and the respondents 1 and 2 dated 14.01.2012 and 14.02.2012 respectively and copy of the demand draft to show payment to the 3rd respondent on 30.09.2019.

8. On the face of the averment in the affidavit and documents, this Court could see that it is cock and bull story to defeat the course of litigation. Even if the petitioner have any semblance of right, he should have worked out his remedy within the period of limitation. By just showing a demand draft copy saying the 3rd respondent received the money in the year 2019 for the contract entered in the year 2012, the petitioner herein has filed this application to get himself implead. This Court finds no merit in this application.

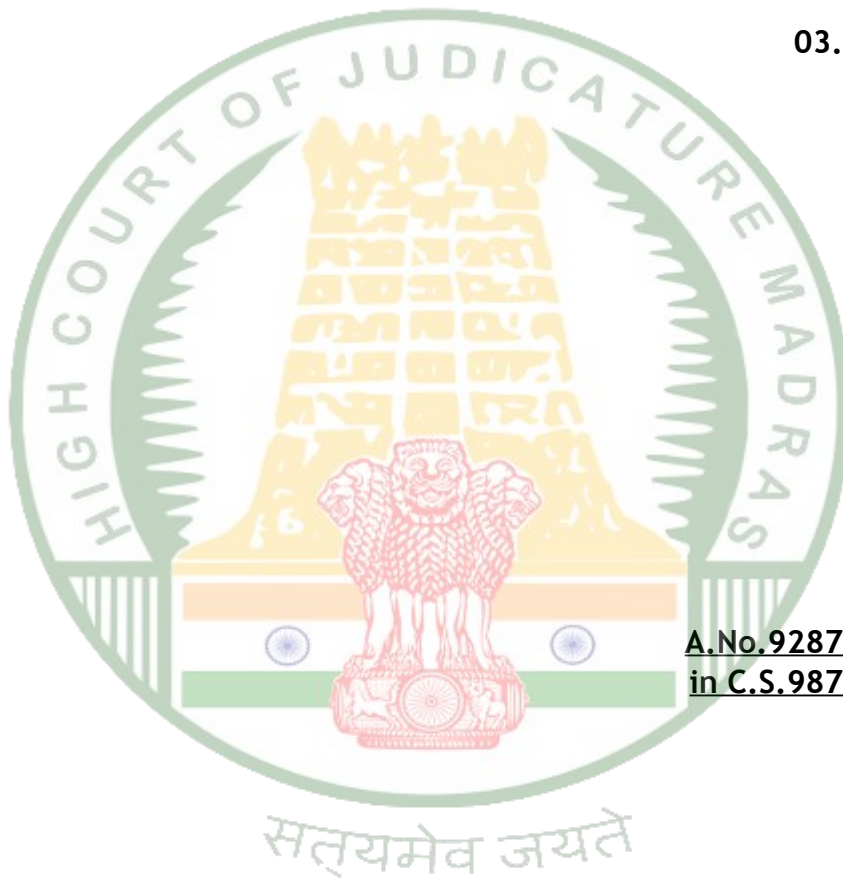
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9. Hence, this application is dismissed.

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