

O.A.No. 1008 of 2018
in
C.S.No. 738 of 2018

R.SUBRAMANIAN, J.

This application has been filed seeking order of injunction restraining the respondent from alienating or encumbering the suit properties.

2. The original suit in C.S.No. 738 of 2018 has been filed seeking specific performance of a Joint Venture agreement for development. The agreement is dated 23.09.2015. The agreement fixes a period of 27 months for performance of the contract. Clause 9 of the agreement specifically states that the land owners have handed over the possession of the property on the date of the agreement to the promoter/plaintiff. It is the case of the plaintiff that the possession was not handed over.

3. Upon the expiry of 27 months, the defendants/respondents had issued a notice on 13.11.2017 for cancelling the joint venture agreement. The very next day i.e., 14.11.2017, it appears that the power of attorney executed in favour of the plaintiff was cancelled. Despite all that, the plaintiff issued a legal notice seeking specific performance on 05.01.2018 to which a reply has been sent by the defendants on 15.01.2018. Thereafter, the plaintiff has come forward with the present suit only on 04.09.2018.

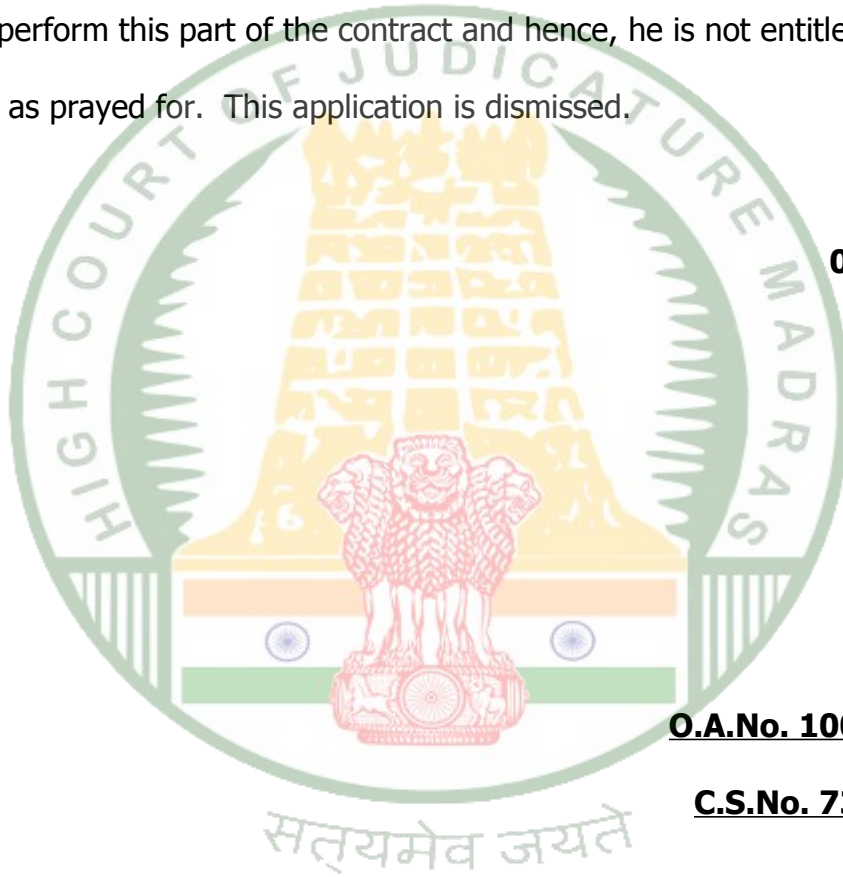
R.SUBRAMANIAN, J.

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4. Thus, I find that the plaintiff, atleast prima facie was not ready and willing to perform this part of the contract and hence, he is not entitled to interim injunction as prayed for. This application is dismissed.

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09.04.2019



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