



BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED : 30.08.2019

CORAM

WEB COPY

THE HONOURABLE MRS.JUSTICE J.NISHA BANU

C.R.P (MD) No.1492 of 2019

R.Parvathy

.. Petitioner /  
Plaintiff

Vs.

1.R.Rajalakshmi

2.S.Aiyappan

3.A.R.Senthilkumar

.. Respondents /  
Defendants

PRAYER: Civil Revision Petition is filed under Article 227 of the Constitution of India praying to direct the learned Sub Judge, Uthamapalayam in Unnumbered Suit in A.No.1934 of 2019 on the file of the Sub Judge, Uthamapalayam, Theni District, to take the suit on file and to decide the same in accordance with law and allow the civil revision petition.

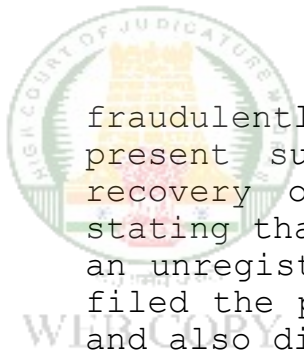
For petitioner

: Mr.A.Haja Mohideen

**ORDER**

Against the return of plaint, this revision petition is filed.

2.According to the petitioner / plaintiff, the 1<sup>st</sup> respondent / 1<sup>st</sup> defendant agreed to sell the suit property for a sum of Rs.1,10,000/- to the 2<sup>nd</sup> respondent / 2<sup>nd</sup> defendant and to that extent, she executed the suit sale agreement dated 05.05.2012. On the date of execution of the suit sale agreement, the 1<sup>st</sup> respondent / 1<sup>st</sup> defendant has received a sum of Rs.1,00,000/- as advance and further it has been agreed that balance of sale consideration should be paid within five years and the 1<sup>st</sup> respondent / 1<sup>st</sup> defendant should execute a sale deed in favour of the 2<sup>nd</sup> respondent / 2<sup>nd</sup> defendant or the person to whom, he sought to be executed. Thereafter, the 2<sup>nd</sup> respondent / 2<sup>nd</sup> defendant has received the advance amount of Rs.1,00,000/- from the petitioner / plaintiff and made over the sale agreement to her on 01.02.2017. The 1<sup>st</sup> respondent / 1<sup>st</sup> defendant has failed to perform her part of the contract and also executed a settlement deed in respect of the suit property in favour of 3<sup>rd</sup> respondent / 3<sup>rd</sup> defendant



fraudulently. Therefore, the petitioner / plaintiff has filed the present suit before the Court below for alternative prayer of recovery of money. The learned Judge has returned the plaint stating that how the plaint is maintainable as the sale agreement is an unregistered one. Against which, the petitioner / plaintiff has filed the present revision seeking to set aside the order of return and also direct the learned Judge to number the plaint.

3.The learned counsel for the petitioner would submit that the sale agreement is dated 05.05.2012 and the compulsory registration of the sale agreement came into effect only from 12.10.2012. But, the Court below has erroneously return the plaint. Thus, he prayed to direct the Court below to number the suit filed by the petitioner.

4.Heard the learned counsel for the petitioner and perused the materials available on record.

5.Perusal of return shows that the learned Judge has returned the plaint stating that the sale agreement has not been registered. The petitioner / plaintiff without taking any steps to comply with the return stating the above aspect before the learned Judge, has straight away filed this civil revision petition. Therefore, the petitioner / plaintiff shall comply with the defects pointed out by the Court below and represent the same and thereafter, the learned Judge shall decide the same on merits.

6.With the above observations, this civil revision petition is dismissed. No costs.

7.Registry is directed to return the original plaint filed alongwith the revision, to the petitioner / plaintiff forthwith, after retaining a photocopy of the same.

Sd/-

Assistant Registrar

// True Copy //

Sub Assistant Registrar(CS)

smn

To

1.The Subordinate Judge,  
Uthamapalayam,  
Theni District.

<https://hcservices.ecourts.gov.in/hcservices/>



2. The Record Keeper,  
E.R. Section,  
Madurai Bench of Madras High Court,  
Madurai.

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+1 CC to M/s.A.HAJA MOHIDEEN, Advocate ( SR-84469[F] dated  
30/08/2019 )

ORDER MADE IN  
C.R.P (MD) No.1492 of 2019  
30.08.2019

JMN(27.09.2019) 3P : 4C