

A.No.1194 of 2020
in
C.S.No.128 of 2020

DR.G.JAYACHANDRAN,J.,

This application is taken out by the plaintiff, who filed the suit for recovery of Rs.1,27,87,671/- from the defendant, who received the said money for grant of license in his theater, to collect parking charge for the two wheeler.

2. In this application, the applicant apprehends that the defendant would alienate the property and it is difficult to receive the suit claim. Therefore, this application seeking attachment before judgment, in case, the defendant failed to furnish security to the suit amount, is filed.

3. Subsequent to the lease agreement, the first defendant had converted the proprietorship firm into partnership firm and therefore, after filing the suit, the plaintiff has come to know about this and the partners are impleaded as defendant. The respondents have filed counter primarily questioning the genuineness of the lease deed dated 17.08.2016 and denying the liability to pay the applicant.

4. However, from the bank statement furnished by the plaintiff/applicant, this Court finds that between 18.03.2016 and 11.07.2016 around a sum of Rs.1,40,00,000/- has been transferred from the account of the plaintiff maintained in the Tamil Nadu Mercantile Bank, Royapettah branch to the 1st defendant or to his firm Rohini Movies and there is no explanation in the counter, why this money was transferred to the account of the 1st defendant and his firm Rohini Movies.

5. In the said circumstances, this Court is of the opinion that to save interest of the applicant, the respondents/defendants are bound to furnish security for a sum of Rs.1,27,87,671/- on or before 24.07.2021, failing which there shall an order of attachment before judgment the schedule mentioned property.

6. List the matter on 25.07.2021.

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