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IN THE HIGH COURT OF JUDICATURE AT MADRAS

(ORDINARY ORIGINAL CIVIL JURISDICTION)

TUESDAY, THE 7TH DAY OF DECEMBER 2021

THE HON'BLE MR. JUSTICE N.SESHASAYEE

A.No.1733 of 2021

in

C.S.No.27 of 2015

&

C.S.No.450 of 2015

C.S.No.27 of 2015:-

M/s. Kalpana Foundations Pvt. Ltd.,

Rep.by its Managing Director

Mr.K.Ramesh Kumar

No.54/A, New No.152,

Periyar Pathai, Choolaimedu,

Chennai 600 094.

:Applicant/Plaintif

Vs

1. Mr.S.Ramesh Babu

S/o. Sathya Ramamurthy

2. Mrs.S.Vidhyadhari

W/o. Mr.S.Ramesh Babu

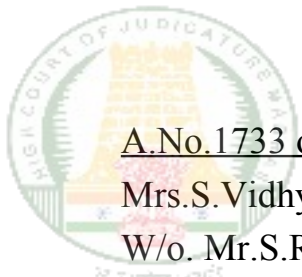
Both are residing at No.39/6

Brindavanam Apartments,

Thanikachalam Road,

Chennai 600 017.

:Respondents/Defendants



A.No.1733 of 2021:-

Mrs.S.Vidhyadhari
W/o. Mr.S.Ramesh Babu,
Residing at No.39/6
Brindavanam Apartments,
Thanikachalam Road,
Chennai 600 017.

... Applicant / 2nd Defendant

Vs.

M/s. Kalpana Foundations Pvt. Ltd.,
Rep.by its Managing Director
Mr.K.Ramesh Kumar
No.54/A, New No.152,
Periyar Pathai, Choolaimedu,
Chennai 600 094.

...Respondent / Plaintiffs

Application praying that this Hon'ble Court be pleased to strike out the pleading in the suit as against the Applicant / 2nd Defendant as she is wrongly impleaded as a party 2nd Defendant and for mis-joinder of parties in the above suit.

C.S.No.450 of 2015:-

Mr.Singanamala Ramesh Babu,
S/o S.Sathya Ramamurthy,
Sri Krishna Apartments,
(formerly Brindavan Apartments),
No.39/6, Thanikachalam Road,
T.Nagar, Chennai – 600 017.

... Plaintiff

-Versus-

Mr.K.Ramesh Kumar,
Managing Director,
M/s Kalpana Foundations Pvt. Ltd.,
No.54/A, New No.152, Periyar Pathai,
Choolaimedu, Chennai – 600 094.

... Defendant



This Application coming on this day before this court for hearing, the court
made the following order:-

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Application No. 1733 of 2021 is filed by the 2nd defendant in the suit in C.S. No. 27 of 2015 to strike out the pleading as against her as she is wrongly impleaded in the suit as 2nd defendant and for misjoinder of parties in the said suit.

2.The suit is laid for recovery of money allegedly on a joint venture agreement. The applicant/2nd defendant contends that there is no such joint venture agreement. This is opposed by the plaintiff.

3.Heard both sides.

4.This Court perused the plaint in which the plaintiff alleges in paragraph No.3 that both the defendants are owning separate blocks of land, that they had jointly entered into a joint venture agreement with the plaintiff, that these blocks of land were outstanding on a mortgage with the Indian Overseas Bank and that pursuant to the joint venture agreement, the plaintiff had paid a sum of Rs.2.10 crore to the mortgagee Bank.

5.Learned counsel for the plaintiff submitted that this also includes the mortgage which the 2nd defendant had created.



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6. Inasmuch as the suit is essentially one for recovery of money and the allegation being that the plaintiff had paid money for discharging wholly or partly, the mortgage liability of the 2nd defendant, it is imperative that the 2nd defendant is before the Court to face the trial. ***Hence, application No. 1733 of 2021 is dismissed.***

7. Both the suits are directed to be tried jointly. Evidence to be recorded in C.S. No. 27 of 2015. Post it before learned Additional Master III on 07.02.2022.

Sd./-NSSJ

07/12/2021

//Certified to be true copy//

Dated at Madras this the day of 2021.

COURT OFFICER(O.S.)

From 25th Day of September 2008 the Registry is issuing certified copies of the Orders/Judgments/Decrees in this format.

EVK 20/12/2021