

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 05.02.2021

CORAM:

THE HONOURABLE MR.JUSTICE G.K.ILANTHIRAIYAN

C.R.P.(P.D).No.2092 of 2016
and C.M.P.No.10930 of 2016

1.B.Kanchana @ Sridevi
2.B.Rukumani
3.Anuradha

...Petitioners

Vs

1.K.Chandra Moorthy
2.B.Suhendran

...Respondents

Prayer: Civil Revision Petition filed under Article 227 of the Constitution of India to set aside the order dated 26.04.2016 in I.A.No.1238 of 2015 in O.S.No.241 of 2015 on the file of Principal District Munsif at Poonamalle.

For Petitioners : No appearance

For Respondents : Mr.C.T.Mohan for R1
Notice served- NA for R2

ORDER

The Civil Revision Petition has been filed as against the order dated 26.04.2016 in I.A.No.1238 of 2015 in O.S.No.241 of 2015 on the file

of Principal District Munsif at Poonamalle, thereby dismissed the petition filed by the petitioner herein to reject the plaint.

2.The petitioners are the defendants in the suit filed by the 1st respondent herein for injunction in respect of the suit property, except due process of law. The petitioners filed the petition in I.A.No.1238 of 2015 to reject the plaint, under Order 7 Rule 11 (D) CPC on the ground that the case of the 1st respondent is only on the basis of unregistered sale agreement dated 28.06.2010. The 1st respondent suppressed the registered sale agreement dated 26.07.2013 in document No.P129/2013 in the office of the Sub-Registrar, Virugambakkam, and also cancellation of the said sale agreement dated 20.08.2014 vide pending cancellation document No.201400164 and also received a sum of Rs.40 lakhs under 6 cheques. All the cheques were encashed with the HDFC Bank, Valasaravakkam. Therefore, there is no manner of contract or agreement is in existence between the petitioners and the 1st respondent. Further averred that there is no cause of action arose to file the suit. The 1st respondent filed counter and averred that the petitioners approached him, registered the agreement dated 28.06.2010 and after registration of the agreement the 1st respondent

consulted his Advocate and he was informed that there is no necessity for the agreement dated 26.07.2013, as the agreement dated 28.06.2010 is still in force and therefore, the agreement dated 26.07.2013 was cancelled. Therefore, there is absolutely no necessity to state about the agreement dated 26.07.2013, when the same was cancelled even before filing the suit. In fact the payment transaction is between the 1st respondent and one S.Dhanashekaran and D.Sasirekha and as such, the petitioners cannot question about the said transaction. Even assuming that the 1st respondent suppressed the fact, it is not the ground for rejection of plaint. The agreement dated 28.06.2010, is still in existence and as such the suit is very much maintainable. That apart, there are various issues to be tried before the trial Court and as such, this Court finds no infirmity or irregularity in the order dated 26.04.2016 in I.A.No.1238 of 2015 in O.S.No.241 of 2015 on the file of Principal District Munsif at Poonamalle.

3. Accordingly, this Civil Revision Petition stands dismissed. No costs. Consequently connected miscellaneous petition is closed.

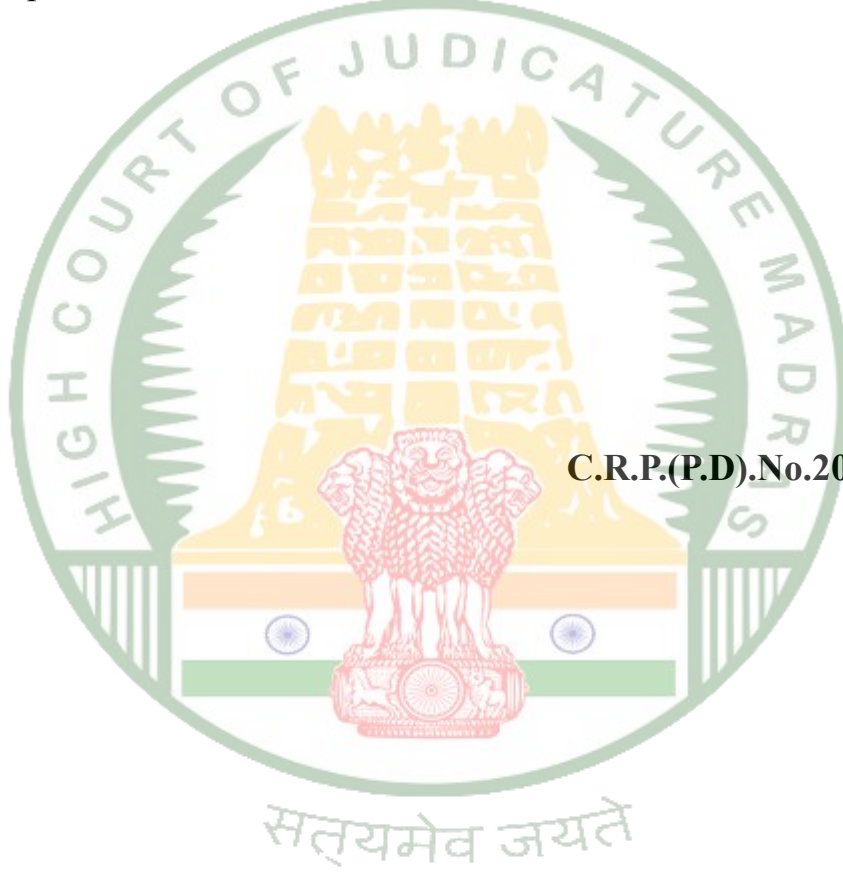
Jer
Index: Yes/No
Speaking Order: Yes/No

05.02.2021

C.R.P.(P.D).No.2092 of 2016

G.K.ILANTHIRAIYAN.J,
Jer

To
The Principal District Munsif, Poonamalle.



C.R.P.(P.D).No.2092 of 2016

WEB COPY

05.02.2021