

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 23.09.2021

CORAM:

THE HONOURABLE MS.JUSTICE V.M.VELUMANI

C.R.P.(PD)No.3411 of 2017
and C.M.P.Nos.15877 & 15878 of 2017

Easwaran @ Shoddan

.. Petitioner

Vs.

1.Muruganandam
2.Murugasamy
3.Senguttuvan

.. Respondents

Prayer: Civil Revision Petition filed under Article 227 of the Constitution of India to set aside the fair and decreetal order dated 24.07.2017 made in T.R.O.P.No.67 of 2016 on the file of the Principal District Court, Tiruppur. सत्यमेव जयते

For Petitioner : Mr.D.R.Arunkumar

For Respondents : No appearance (For R1)

Mr.Mukunth (For R2 & R3)
for M/s.Sarvabhauman Associates

ORDER

(The matter is heard through 'video conferencing/hybrid mode')

This Civil Revision Petition is filed challenging the fair and decreetal order dated 24.07.2017, dismissing Tr.O.P.No.67 of 2016 on the file of the Principal District Court, Tiruppur, filed by the petitioner, for transfer of O.S.No.114 of 2014 pending on the file of the Sub Court, Udumalpet, to be tried along with O.S.No.25 of 2015 on the file of the I Additional District Court, Tirupur, filed by the respondents 2 and 3.

2.According to the petitioner, the 1st respondent herein filed O.S.No.114 of 2014 on the file of the Sub Court, Udumalpet, for specific performance of agreement of sale dated 25.01.2012, against the petitioner. The respondents 2 and 3 filed O.S.No.25 of 2015 on the file of the I Additional District Court, Tirupur, for specific performance of agreement of sale dated 26.06.2013, against the petitioner. The petitioner has stated that he has taken defence in both the suits that sale agreements in both the suits are not true and valid documents. The respondents ought

to have cancelled the documents. The petitioner, respondents 2 and 3 and others were Trustees of Aingaran Educational Trust. They were running a School by name Sri Sristivikas Academy Matriculation Higher Secondary School, at Udumalpet. The dispute arose between the members of the Trust and several mediations were held among the Trustees in the presence of one Nagamanickam and others. The settlement talks went for about a month and thereafter, a settlement was arrived at in the middle of June, 2013 and hence, documents relied on by the respondents in both the suits are only part of settlement and they are not intended as sale agreements. Further, in both the suits, oral and documentary evidence to be let in are one and the same. If both the suits are tried separately, there is possibility of conflicting decisions.

3.The 1st respondent and the respondents 2 and 3 separately filed counter statements and submitted that the properties, parties and agreement of sale in both the suits are entirely different and issues are not connected with both the suits. The petitioner has filed the Tr.O.P. only to

drag on the proceedings and prayed for dismissal of Tr.O.P.No.67 of 2016. The learned Judge, considering the averments in the affidavit, counter statements and plaint in both the suits, dismissed Tr.O.P.

4. Against the fair and decreetal order dated 24.07.2017 made in Tr.O.P.No.67 of 2016, the petitioner has come out with the present Civil Revision Petition.

5. Though notice has been served on the 1st respondent and his name is printed in the cause list, there is no representation for him either in person or through counsel.

6. Heard the learned counsel appearing for the petitioner as well as the respondents 2 and 3 and perused the entire materials available on record.

7. From the materials on record, it is seen that the 1st respondent

filed suit in O.S.No.114 of 2014 on the file of the Sub Court, Udumalpet, against the petitioner for specific performance of agreement of sale dated 25.01.2012. Whereas, the respondents 2 and 3 filed suit for specific performance of agreement of sale dated 26.06.2013 against the petitioner, on the file of the I Additional District Court, Tirupur. According to the petitioner, both the sale agreements are part of the settlement arrived between the petitioner, respondents 2 and 3 and other Trustees of Aingaran Educational Trust and they are not intended as sale agreements. The petitioner has taken same defence in both the suits. On the other hand, it is the case of the 1st respondent and respondents 2 and 3 that the parties and agreement of sale are entirely different in both the suits. The 1st respondent in C.R.P is not a party in O.S.No.25 of 2015. The respondents 2 and 3 are not parties in O.S.No.114 of 2014. From the above materials, it is seen that the agreement of sale in O.S.No.114 of 2014 is dated 25.01.2012. According to the petitioner, the settlement talks went for a month and settlement was arrived at in the middle of June, 2013, long after the agreement of sale dated 25.01.2012. The

agreement of sale in O.S.No.25 of 2015 is dated 26.06.2013. Considering the dates of agreement of sale, the parties to the suit, the properties are different and that the settlement has been arrived in the middle of June, 2013, the contention of the petitioner that conflicting decisions may be delivered is not acceptable. The learned Judge has considered the entire materials and rightly dismissed Tr.O.P. There is no error or irregularity in the order of the learned Judge, warranting interference by this Court.

For the above reasons, this Civil Revision Petition is dismissed. No costs. Consequently, connected Miscellaneous Petitions are closed.

23.09.2021

Index :: Yes/No
gsa

To

The Principal District Judge,
Tiruppur.

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V.M.VELUMANI, J.

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