



WEB COPY



A. No.233 of 2022
in
C.S. Dr. No.6119 of 2022

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ABDUL QUDDHOSE, J.

The suit has been filed for recovery of money arising out of a Memorandum of Understanding between the plaintiff and Mr.Guruvan Ayyavu. Under the said Memorandum of Understanding the plaintiff claims that Mr.Guruvan Ayyavu undertook to settle the dues of the plaintiff to the extent of Rs.4,77,00,000/-, which he has failed to pay.

2. Mr.Guruvan Ayyavu died and the plaintiff claims that the respondents / defendants are his Legal Heirs. The plaintiff now claims the suit claim from the defendants who are the Legal Heirs of Mr.Guruvan Ayyavu. The aforesaid Memorandum of Understanding has been entered into only at Chennai and as per the said Memorandum of Understanding, payments have to be made by Mr.Guruvan Ayyavu to the plaintiff only at Chennai. The defendants 1 and 3 are residing at Chrompet, Chennai, outside the jurisdiction of this Court. Hence, the applicant / plaintiff has sought for leave to sue, the respondents 1 and 3 before this Court. Since major part of the cause of the action arose only within the jurisdiction of



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this Court, this Court is inclined to grant Leave to sue as prayed for.

Accordingly, leave to sue is granted as prayed for.

3. Registry is directed to number the Suit, if it is otherwise in order and list the same.

25.01.2022

vsi2



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