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A.No.597 of 2022
in C.S.No.768 of 2016

V. BHAVANI SUBBAROYAN, J.

Application No.597 of 2022 has been filed to amend the plaint:

(a) directing the defendants 1 and 2 to perform the agreement of sale dated 02.09.2013 registered as Document No.1976/2013 and to do all such acts, deeds and things as may be necessary to convey and assure the properties more particularly set out in the schedule-C hereunder by a deed of conveyance in favour of the plaintiff by sale deeds, the cost of which shall be borne by the plaintiff within a time fixed by this Hon'ble Court;

(b) upon failure of the defendants 1 and 2 to execute the sale deed for the suit schedule-C property, this Hon'ble Court may be pleased to execute the sale deed for the suit schedule – C property in favour of the plaintiff;

(c) declaring the Mortgage Deed dated 07.04.2016 registered as document No.1219/2016 with S.R.O. Periamet, as null and void.

(d) Permanent injunction restraining the defendants 1 to 3, their men, agents, servants or any one authorized by them from in any way dealing or



encumbering or alienating or changing the nature of the suit schedule – C property;

(e) to pay the costs of the suit;

(f) such further or other relief as this Hon'ble Court may deem fit and proper in the circumstances and thus render justice

instead of

(a) directing the defendants 1 and 2 to perform the agreement of sale dated 02.09.2013 registered as Document No.1976/2013 and to do all such acts, deeds and things as may be necessary to convey and assure the properties more particularly set out in the schedule-C hereunder by a deed of conveyance in favour of the plaintiff by sale deeds, the cost of which shall be borne by the plaintiff within a time fixed by this Hon'ble Court;

(b) upon failure of the defendants 1 and 2 to execute the sale deed for the suit schedule-C property, this Hon'ble Court may be pleased to execute the sale deed for the suit schedule – C property in favour of the plaintiff;

(c) declaring the Release Deed dated 07.04.2016 executed by the 2nd Defendant to and in favour of the 1st Defendant, vide registered as document No.1218/2016 with S.R.O. Periamet, as null and void.



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(d) declaring the Mortgage Deed dated 07.04.2016 executed by the 1st Defendant to and in favour of 3rd defendant, vide registered as document No.1219/2016 with S.R.O.Periamet, as null and void.

(e) Permanent injunction restraining the defendants 1 to 3, their men, agents, servants or any one authorized by them from in any way dealing or encumbering or alienating or changing the nature of the suit schedule – C property;

(f) to pay the costs of the suit; and

(g) such further or other relief as this Hon'ble Court may deem fit and proper in the circumstances and thus render justice.

2.Heard Mr.S.Ramesh Kumar, learned counsel for the applicant, Mr.M.Mahendrakumar, learned counsel for the first defendant and Mr.M.Christella, learned counsel for the third defendant and perused the materials available on record.



V. BHAVANI SUBBAROYAN, J.

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3.The defendants 1 and 2 not contesting the case.

4.Learned counsel appearing for the third defendant has no serious objection in allowing this application.

5.Having satisfied with the reasons stated in this affidavit filed in support of this application, this application is allowed as prayed for.

6.Learned counsel for the plaintiff is directed to carry out the necessary amendment and to serve the amended plaint copy to the other side counsel.

7.For framing draft issues, post the matter on 06.04.2022.

17.03.2022

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