



A. No.1575 of 2021

in

C.S.No.869 of 2017

V.BHAVANI SUBBAROYAN., J.

This Application has been filed to revoke the leave which was granted by this Court on 18.09.2017 in A.No.5577 of 2017.

2. The learned counsel for the applicant would submit that the suit itself is not maintainable before this Court in view of the fact that all the properties are situated within the jurisdiction of the Kancheepuram District and as per law, the suit is maintainable only before the Kancheepuram District Court and not before this Court.

3. It has been further submitted that while no part of cause of action arose within the jurisdiction of this Court, the applicant/plaintiff has suppressed all the aforesaid material, and obtained leave to sue the suit against the defendants before this Court by order dated 18.09.2017 of this Court.



4. On a perusal of the records, it is seen that the plaintiff has filed the suit seeking for to specifically enforce the agreements of sale dated 19.06.2012, 29.09.2012, 29.11.2012 by directing the 1st defendant herein to execute and register the 3 sale deeds in respect of the plaint schedule properties in favour of the dissolved firm in the name of RVS Developers, free from all encumbrances, on the the date to be fixed by this Court, and in the event of default, the Assistant Registrar, (Original Side), High Court of Judicature, at Madras to execute the 3 sale deeds in respect of the plaint schedule properties in favour of the firm RVS Developers or its nominee or nominees;

(ii) Directing the defendants to jointly and severally to pay the costs of the suit to the plaintiffs.

5. Subsequent to the above, the 1st defendant has filed Application No.2374 of 2018 seeking for to reject the plaint on the following grounds:

(i) the plaintiff being the partner of dissolved partnership firm, she is not entitled to file the present suit.

(ii) The suit is barred by limitation



(iii) The suit filed by the plaintiff is hit by Order II Rule 2 of Code of Civil Procedure, 1908.

6. This Court after considering submissions made by the learned counsel on both parties, has dismissed the aforesaid application by its order dated 10.02.2021 having put forth its explanation.

7. Further, the Application Nos.1576 and 1577 of 2021 were allowed by order dated 27.07.2021 of this Court in filing written statements belatedly on the side of the defendants 1 & 2 on payment of cost of Rs.5,000/- to Covid Fund maintained by the Corporation of Chennai.

8. After the Written statements were taken on file, the matter has been listed for framing issues on 01.09.2021. At that juncture, while the 1st defendant has come out with the Application No.1575 of 2021, to reject the plaint on the jurisdictional ground, the matter has been listed on various dates to explore possibility of amicable settlement between the parties. Even though the matter is being listed for the last several occasions, there is



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no development in the progress of settlement talks and the matter is pending since 2017 before this Court without disposal.

9. Under such circumstances, the rejection of plaint on the ground that the properties are situated outside of the territorial jurisdiction of this Court cannot be considered since the leave to sue is allowed on the ground that the agreements of sale were executed in Chennai by the parties while they are residing and carrying on business within the territorial jurisdiction of this Court.

10. In view of the above, the Application is not sustainable and hence the same is dismissed.

23.02.2022

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