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IN THE HIGH COURT OF JUDICATURE AT MADRAS

(ORDINARY ORIGINAL CIVIL JURISDICTION)

MONDAY THE 21ST DAY OF MARCH 2022

THE HON'BLE MR. JUSTICE P.VELMURUGAN

A.No.2792 of 2020

in

C.S.No.321 of 2019

1.PRABHU RAMAKRISHNAN

S/o. W.Narasingh Prasad (late)

Old No.2,New.No.3,

Venkatachalam Chetty Street,

Triplicane,

Chennai – 600 005.

2.N. VISHAL PRASAD

S/o. Prabhu Ramakrishnan

Old No.2, New No.3,

Venkatachalam Chetty Street,

Triplicane, Chennai- 600 005.

: Plaintiff

Vs.

1.SHYAM KUMAR SHRIVASTAVA

S/o. Late R.P.Shrivastava

Railway Quarters No.RB-IV/405-A,

Rail Saurabh Colony,

Kanhghar,

Jabalpur (M.P.)

2.RAM KUMAR SHRIVASTAVA

S/o. Late R.P.Shrivastava

H.No.687, Near Dr. Arua Bhatnagar Clinic,

Near Sheetalamai,



Ghamapur, Jabalpur (M.P.)

3.SANJAY KUMAR SHRIVASTAVA

S/o. Late. Shrivastava
No.D/225, Maa Narmade Nagar,
Behind Swami Aiyappa School Bilheri,
Mandala Road, Jabalpur (M.P.)

4.ANITA SHRIVASTAVA

D/o. Late R.P.Shrivastava
W/o.Mr.U.K.Shrivastava
No.G/109, Bangala Desh Colony,
Ahartal Krishi Nagar,
Jabalpur (M.P.)

5.SANGEETA SETPAL

D/o.Late Mr.R.P.Shrivastava
W/o. Mr.M.L.Setpal,
Railway Qtr No.RN -II/279/7,
2nd Bridge Prakash Colony Civil Line,
Jabalpur (M.P.)

6. RASHMI KHARE

D/o. Late Mr.M.V.Vaerma,
W/o.Mr.Vijay Khare,
No.90, Quarter,
Sanjeevnee Nagar,
Jabalpur (M.P.)

7. KEERTHI SHRIVASTAVA

D/o. Late Mr.M.V.Vaerma,
W/o.Mr.Deepk Shrivastava
Behind Shubj Motors,
Near Kachh Patiar Samaj,
Maha Nada Roa,
Jabalpur (M.P.)

8.VIJAY KUMAR VARMA

S/o.Late Mr.M.Vaerma,
No.1728, Wright Town,
Infront of Shakti Apartment,



Madhan Maha station Road,
Jabalpur (M.P.)

9.AJAY KUMAR VERMA
S/o.Late.Mr.M.V.Vaerma
No.1728, Wright Town,
Infront of Shakti Apartment,
Madhan Maha Station Road,
Jabalpur (M.P.)

10.NEETA SHRIVASTAVA
D/o. Late. Mr.M.V.Vaerma
W/o.Mr.Kamalesh Shrivastava
No.90, B Sharada Kunj, Phase II,
Behind Shravan Kanta State Ayodhaya By Pass,
P.P.Pipalani, Bhopal (M.P.)

11.SAMBATH KUMAR
S/o.Mr.Pattabi,
No 15B, Shunmugam Nagar,
Padharikuppam, Cuddalore – 607 401.

12.NARAYANAN
S/o. Mr.Ganesan
No.109, M.M. Colony,
2nd Street, A Block,
Aminjikarai, Chennai – 600 029.

13.PRADEEP KUMAR
S/o. Vijayasekhar Reddy,
No.1,2,3 Satyavedu, Vardulu
Pincode – 517 588.

14.SELVDURAI
S/o.Mr.Joseph
No 113, Maduraisamy Madam,
Perambur, Chennai – 600 011.

15.NIRMAL
S/o. Perumal
No.38A, Paagalmedu,



Pincode – 601103.

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16.R. RAMA KRISHNAN

S/o. Ramasamy.

No.321, Perumal Kovil Street,
Kannadapalayam, Pothur,
Chennai – 600 062.

17.A. VIJAYA KUMAR

S/o. Arunachalam,

No.11, Thirumalai Nagar Extn II,
Kolathur, Chennai- 600 099.

18.MUNUSWAMY

S/o.Narayanan,

No.109, M.M. Colony,
2nd Street, A Block,
Aminjikarai, Chennai – 600 029.

19.A. BASKAR

S/o. Mr.Anbalagan

No.1, V Block,
S.S.Puram, Bricklin Road,
Purasawalkkam,
Chennai – 600 007.

20.D. LOKESH

S/o. Damodran

Barakka Road,
2nd Street, Nammalvarpet,
Chennai – 600 012.

21.K. PRAKASH

10, Nallama Naidu Street,
Nammalvarpet,
Chennai – 600 012.

22.SUB REGISTRAR

Red hills,

Chennai – 600 052.

23.A.K. NAGESWARA RAO



S/o. Kupparam.
No.86/1, Baracka Road,
Varadammal Garden,
Third Street, Kilpauk,
Chennai-10.

***24.PRIYANSHI SHRIVASTVA,
aged about 24 years**

***25.YASH KUMAR SHRIVASTAVA
aged about 22 years
and both residing at No.D/225, Maa Narmade nagar,
Behind swami Aiyappa School,
Bilher i, Mandala Road, Jabalpur(MP)**

**(defendants 24 and 25 brought on records as legal heirs of the deceased
3rd defendant as per order dated 22.06.2021 in A.No.923/2021)**

:Defendants

A.No. 2792 of 2020:-

1..SAMBATH KUMAR
S/o.Mr.Pattabi,
No 15B, Shunmugam Nagar,
Padharikuppam, Cuddalore – 607 401.

2.NARAYANAN
S/o. Mr.Ganesan
No.109, M.M. Colony,
2nd Street, A Block,
Aminjikarai, Chennai – 600 029.

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S/o. Vijayasekhar Reddy,
No.1,2,3 Satyavedu, Vardulu
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S/o.Mr.Joseph
No.113, Maduraisamy Madam,
Perambur, Chennai – 600 011.



5.NIRMAL

S/o. Perumal

No.38A, Paagalmedu,

Pincode – 601103.

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S/o. Ramasamy.

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No.1, V Block,

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Purasawalkkam,

Chennai – 600 007.

10.D. LOKESH

S/o. Damodran

Barakka Road,

2nd Street, Nammalvarpet,

Chennai – 600 012.

11.K. PRAKASH

10, Nallama Naidu Street,

Nammalvarpet,

Chennai – 600 012.

... Applicants

Vs.

**1.PRABHU RAMAKRISHNAN**

S/o. W.Narasingh Prasad (late)
Old No.2, New.No.3,
Venkatachalam Chetty Street,
Triplicane,
Chennai – 600 005.

2.P.VISHAL,

S/o. Prabhu Ramakrishnan
Old No.2, New. No. 3,
Venkatachalam Chetty Street,
Triplicane, Chennai – 600 005.

3.SHYAM KUMAR SHRIVASTAVA

S/o. Late R.P.Shrivastava
Railway Quarters No.RB-IV/405-A
Railway Saurabh Colony,
Kachgar, Jabalpur (M.P.)

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S/o. Late R.P.Shrivastava
H.No.687, Near Dr. Arua Bhatnagar Clinic,
Near Sheetalamai,
Ghamapur, Jabalpur (M.P.)

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S/o. Late. Shrivastava
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12.NEETA SHRIVASTAVA

D/o. Late. Mr.M.V.Vaerma
W/o.Mr.Kamalesh Shrivastava
No.90, B Sharada Kunj, Phase II,
Behind Shrayan Kanta State Ayodhya By Pass,
P.P.Pipalani, Bhopal (M.P.)



14. Sub Registrar,
Red Hills,
Chennai – 600 052.

15. A.K. Nageshwara Rao,
S/o. Kupparam,
No.6/1, Baracka Road,
Varadammal Garden,
Third Street, Kilpauk
Chennai – 600 010.

... Respondents

Application praying that this Hon'ble Court be pleased to strike off the following specific pleadings found in the Plaint in C.S. No. 321 of 2019 as specifically mentioned herein below:-

(I) In Page-6, (Paragraph-3) (line-7): "That the suit ended in compromise, where in the suit schedule mentioned properties were allotted to the 1st plaintiff and his father. Pending suit the 1st plaintiff's father died and in his place the daughters and wife were impleaded as legal heirs to succeed to his half share in the entire property."

(II) In Page-6 Paragraph 5 (line-5): "The blood sisters of the first plaintiff namely Rathna Shrivastava, Kanthi Shrivastava, Madhumathi, N. Sudha had transferred their 1/24th share in the entire properties in favour of the first plaintiff."

(III) In Page-6, (Paragraph 5), (line-10): "In insofar as the stepsisters of the 1st plaintiff namely Shyamala Devi, Uma Devi, Girija Shrivastava, Usha Rai and Mrs. Bhuvaneshwari Shrivastava are concerned, Mrs. Bhuvaneshwari Devi had settled 1/24th share in favour of the 1st plaintiff vide document registered as Document No. 8652 of 2012 at SRO Redhills, hence she is also not added as party to the suit."

(IV) In Page-7, (Paragraph 7), (line-4): "Out of the properties found in the suit C.S. No. 114/63 the said Khaniya Lal was entitled to 2/4th share and the 1st plaintiff and his father each were entitled to 1/4th out of the entire properties. Pending suit Narisinga Prasad died and this wife of



C.B. Prasad and daughters were impleaded as legal heirs in so far as his 1/4th share out of the entire property is concerned. The parties to the suit entered into compromise and based on the same the suit C.S. No. 114/63 was decreed on 24/04/1969 by the Hon'ble High Court of Madras. In terms of the said decree the suit schedule properties along with other properties measuring to an extent of about 308 acres were allotted to the plaintiffs and the sisters referred to as J schedule in the said decree. Thus the 1st Plaintiff was vested with 50% and his father was vested with 50%. Out of 50% vested with the 1st plaintiff's father Narasinga Prasad, the 1st Plaintiff herein, his mother and his other sisters have 1/24th share each. The plaintiff submits that as stated above he was already vested with 12/24 as coparcener and 1/24 out of his father's share thus the Plaintiff is entitled to 13/24 out of the entire extent of land and this other sisters have each 1/24 share. Thus each of the sisters would be entitled to 1/24."

(V) In Page-7, (Paragraph 8), (line-1): "out of the above said shares C.B. Prasad mother the 1st plaintiff settled her share of 1/24 out of the schedule mentioned property in favour of her grandson the 2nd plaintiff herein vide deed of settlement dated 30/04/2012 registered as Document No. 8651/2012 at SRO Redhills. Further to the same is submitted above Rathna Shrivastava, Kanthi Shrivastava, Madhumathi, N. Sudha and Bhuvaneshwari Shrivastava have transferred their 1/24th share in the entire properties in favour of the first plaintiff vide separate deed of settlement dated 05/09/2012, 08/11/2013, 05/09/2012, 29/11/2013 and 04/05/2012 registered as Document Nos. 10582/2012, 12760/2013, 10583/2012, 13664/2013 and 8652/2012 respectively. Thus as seen about the 1st plaintiff has been vested with 19/24th share out of the entire schedule mentioned property and 1/24th of the 2nd plaintiff. Thus out of the leftover share of 4/24 the defendants 1 to 5 are totally entitled to 1/24 (as legal heirs of Girija Devi) and defendants 6 to 10 (legal heirs of Uma Devi) are jointly entitled to 1/24th share out of the entire schedule mentioned properties."

(VI) In Page-8, (Paragraph 9), (line-1): "the plaintiff submits for all practical purposes a partition deed was executed on 31/12/1980



registered as Document No. 5405 of 1980 SRO Madras North. In terms of the said partition deed the quantum of share of all the sharers had been decided. Thus the first plaintiff was allotted 13/24th share and other sisters were allotted 1/24th share. Though several other properties were specifically allotted by metes and bounds as per their respective shares, the schedule mentioned properties alone were left as such in view of certain other issues relating to encroachments and acquisitions. But it was made very clear that the first plaintiff was entitled to 13/24th share and his mother and other sisters each entitled to 1/24.

(VII) In Page-8, (Paragraph 10), (line-1): “the plaintiff submits that based on there was a partition deed is sisters namely Rathna Shrivastava, Kanthi Shrivastava, Madhumathi, N. Sudha and Bhuvaneshwari Shrivastava executed the independent deed of settlements settling the respective shares of 1/24 out of the schedule mentioned properties by deed of settlement dated 05/09/2012, 08/11/2013, 05/09/2012, 29/11/2013 and 04/05/2012 registered as Document Nos. 10582/2012, 12760/2013, 10583/2012, 13664/2013 and 8652/2012 respectively at SRO Redhills. Regarding properties found in item no. 2 of the Suit schedule hereunder. Thus as per the above deed of settlements and development of shares as coparcener the 1st plaintiff has obtained 19/24 shares and the 2nd plaintiff by virtue of the settlement deed executed by Mrs. C.B. Prasad is vested with 1/24th share in the schedule mentioned properties.”

(VIII) In Page-8, (Paragraph 11), (line-1): “the plaintiff submits that as per the above classification the legal heirs of the 2 sisters namely late Girija Shrivastava (defendants 1 to 5) and Uma Devi the defendant (6 to 10) are entitled to 1/24 and 1/24th of us jointly there are entitled to 2/24 share only.”

(IX) In Page-9, (Paragraph 11), (line-11): “It is submitted that insofar as item no. 1 of the schedule hereunder the properties measuring around 2 grounds and 284 square-feet land and building with market in R. S. No. 2381/84 part, Block-47, out of which also 2 of the plaintiff's sisters have settled their 1/24th share in favour of the 1st Plaintiff and similarly the other sisters are ready and willing to transfer their respective shares in item no. 1 in favour of the 1st plaintiff except the defendants 1 to 10.”



(X) In Page-9, (Paragraph 12), (line-1) : *“Plaintiff submits that now it is learnt that two of his deceased sisters (namely Smt. Uma Devi and Smt Girija Shrivastava) legal has the defendants 1 to 10 had sold the properties measuring nearly 52 acres though they are jointly entitled to only 11.66 acres out of the schedule mentioned property to and in favour of the defendants 11 to 22 the following manner:”*

(XI) In Page-13, (Paragraph 15), (Line-2): *“As submitted above the Defendants 1 to 10 clearly know their rights and quantum of share. They have absolutely no right to sell more than 11.66 acres in Item No. 2 and have 2/24th share jointly in Item No. 1. of the schedule mentioned property which the market building measuring about 2 grounds and 287 square-feet. But the defendants have taken law into their own hands and of illegally sold the lands measuring an extent of about 52.36 acres out of Item No. 2 of the schedule hereunder, which is liable to be set aside.”*

(XII) In Page-15, (Paragraph 19), (Line-1), (Page-15): *“The plaintiffs submit that as on date the plaintiffs are in joint possession of the suit schedule property and the 1st plaintiff has 19/24 and the 2nd plaintiff has 1/24th share over the suit schedule properties.”*

(XIII) In Page-15, (Paragraph 20), (line-1): *“Thus it has become necessary for the plaintiffs to approach this Hon;ble Court to partition the suit schedule property by metes and bounds and allot 19/24th share to the 1st plaintiff and 1/24th share to the 2nd plaintiff in the properties mentioned in the schedule hereunder.”*

(XIV) In Page-12, (Paragraph 13), (line-1): *“It is also submitted that out of the total properties mentioned in the schedule hereunder few properties are under encroachment and lost their value. Though the properties are not been partitioned by metes and bounds the defendants 1 to 10 with the active collusion of the defendants 11 to 21 who are fictitious persons conspired with the 22nd defendant sold 52.36 acres of land by clearly demarcating the boundaries and specifying the exact survey numbers and extent. It is submitted that though the defendants have right to an extent of 11.66 acres only, their land extent has not been specified exactly. It is to be seen that several lands are under encroachment and acquisition. But the defendants 1 to 10 have*



conveniently selected the lands which are more value and are clear without any encroachment or encumbrances and sold to four times their share. Thus the defendants 1 to 10 have sold nearly 44.16 acres of land out of the 1st plaintiff share clandestinely and illegally.”

(XV). In Page-13, (Paragraph 14), (line-1): “The plaintiff submits that he smells a larger extent of criminal network running behind the scene as on an investigation of the sale it is found that the sale has been registered on the cent rate though the area guideline value is in square feet rate. Further to the same the details of the buyers namely defendants 11 to 21 are bereft. Astonishingly the entire sale consideration has been said to have been paid by cash. The defendants 1, 2, 3, 4 and 5 has purchased the properties in bits and pieces by several deeds which details has been enumerated below. Thus all the sale consideration is by way of cash which is against the existing law both IT Act and also against the GO of the Registration Department. The sale deed does not contain Aadhar Card or Pan Card number of the Defendants 11 to 21.”

(XVI) In Page-13, (Paragraph 15), (Line-1): “As seen from the above facts are larger conspiracy would unfold unnecessary criminal action as against the perpetrators of the crime. As submitted about the defendants 1 to 10 clearly know their rights and quantum of share.”

(XVII) In Page-9, (Paragraph 12), Line-1: “Plaintiff submits that now it is learnt that 2 of the deceased sisters (namely Smt. Uma Devi and Smt. Girija Shrivastava) legal heirs the defendants 1 to 10 have sold properties measuring to nearly 52 acres though they are jointly entitled to 11.66 acres out of the schedule mentioned property to and in favour of the defendants 11 to 22 in the following manner: [a to pp documents- in Page 9, 10, 11, 12]

(XVIII) the cause of action paragraph, in respect of the applicants herein/defendants 11 to 21 pertaining to item no. 2 suit schedule property.

(XX) Page 16-17, “It is therefore prayed that this Hon’ble Court may be pleased to pass a Decree and Judgment as against the Defendants as follows

1. To partition the suit schedule mentioned property item no. 1 and item



no. 2 by metes and bounds and allot 19/24th share to the 1st plaintiff and thus render Justice.

2. The partition and allot 1/24th share in item no. 1 and item no. 2 of the schedule mentioned properties to the 2nd defendant.

3. To declare that the deeds of sale registered as Document Nos. 1836/19, 1837/19, 1838/19, 1839/19, 1840/19, 1841/19, 1842/19, 1843/19, 1844/19, 1845/19, 1846/19, 1847/19, 1849/19, 1854/19, dated 28/02/2019 Document Nos. 9116/16, 9117/16 dated 15/11/2016 and Document No. 9251/16 dated 28/01/2016 registered at SRO Redhills in favour of the 11th defendant as null and void and not binding as against the plaintiffs insofar as the plaintiff's 19/24th share in the schedule mentioned property.

4. To declare the deed of sale deeds dated 01/03/2019 registered as Document Nos. 1890/19, 1891/19, 1892/19, 1893/19, 1894/19, 1895/19, 1897/19, 1898/19, 9009/19 at SRO Redhills in favour of the 12th Defendant as null void and not binding as against the plaintiffs insofar as the plaintiffs 20/24th share in the schedule mentioned property.

5. To declare the deed of sale dated 01/03/2019, a registered as Document Nos. 1900/19, 1902/19, 1903/19, 1911/19, 1917/19 at SRO Redhills in favour of the 13th Defendant as null void and not binding as against the plaintiff's insofar as plaintiffs 20/24th share in the schedule mentioned property.

6. To declare that the deed of sale deeds dated 01/03/2019 registered as Document No. 1901/19 at SRO Redhills in favour of the 14th Defendant as null void and not binding as against the Plaintiffs insofar as the plaintiffs 20/24 share in the schedule mentioned property.

7. To declare that that the deed of sale deeds dated 28/02/2019 registered as Document Nos. 1896/19, 1907/19 and 1899 of 2019 at SRO Redhills in favour of the 15th Defendant as null void and not binding as against the plaintiffs insofar as the Plaintiffs 20/24 share in the schedule mentioned property.

8. To declare that the deed of sale deeds dated 01/03/2019 registered as Document Nos. 9252/16 dated 15/11/2016 and 1904/19 dated



03/01/2019 at SRO Redhills in favour of the 16th Defendant as null and void and not binding as against the Plaintiff insofar as Plaintiffs 20/24 share in the schedule mentioned property.

9. To declare that the deed of sale deeds dated 01/03/2019 registered as document no. 9255/16 dated 28/09/2016 at the SRO Redhills in favour of the 17th the Defendant as null void and not binding against the Plaintiffs insofar as the Plaintiffs 20/24th share in the schedule mentioned property.

10. To declare that the deed of sale deeds dated 15/11/2016 registered as Document No. 9253/16, at SRO Redhills in favour of the 18th Defendant as null and void and not binding as against the Plaintiffs insofar as the plaintiffs 20/24th share in the schedule mentioned property.

11. To declare that the deed of sale deeds dated 15/11/2016, registered as Document No. 9118 of 2016 at SRO Redhills in favour of the 19th Defendant as null void and not binding as against the plaintiffs insofar as the plaintiff 20/24th share in the schedule mentioned property.

12. To declare that the deed of sale deeds dated 15/11/2016 registered as Document No 9115 of 2016 SRO Redhills in favour of the 20th the defendant as null void and not binding as against the plaintiffs insofar as plaintiffs 20/24th share in the schedule mentioned property.

13. To declare that the deed of sale deeds dated 15/11/2016 registered as document no. 9114/2016 at SRO Redhills in favour of the 21st defendant as null void and not binding as against the plaintiffs insofar as the plaintiffs 20/24 share in the schedule mentioned property.

14. For the cost of the suit.”

This Application coming on this day before this court for hearing, the court made the following order:-

This Application has been filed to strike off the specific pleadings found in the plaint in C.S.No.321 of 2019.



3. First and second respondents are the plaintiffs.

4. The Respondents 1 and 2 have filed the Suit for partition and also for declaration of some of the sale deeds as null and void and not binding against the respondents 1 and 2/plaintiffs.

5. During the pendency of the Suit, the applicants have filed the present application to strike out a portion of the averments made in the plaint, as mentioned in the affidavit.

6. Learned counsel for the applicants submitted that Applicants 1 to 11/defendants 11 to 21 are the purchasers in respect of various items of the properties from the respondents 3 to 12/defendants 1 to 10 for valid consideration and they are bona-fide purchasers in respect of the said item of the properties from the actual owners of the property. Applicants 1 and 2, and 4 to 11 are various purchasers of the property and there is no conflicting interest among the applicants. Therefore, they filed the present application to strike out the portion of the averments made in the plaint. These allegations made in the plaint are falsehood, unfounded, baseless, frivolous and vexatious and the same are unnecessary and scandalous.

Applicants culled out the pleadings from the plaint and placed the existing



state of affairs as found in the suit documents, which will affirm on the face of it that the pleadings are apparently unnecessary, scandalous, frivolous and vexatious. The averment is to the effect that the first plaintiff is entitled to 19/24 share and the second plaintiff is entitled to 1/24 share in respect of the Suit Item No.1 of the suit scheduled property, in which the defendants 11 to 21 have interest. The entirety of the aforesaid allegations in the plaint in various paragraphs are sought to be culled out for consideration by this Court and the pleadings are deliberate, falsehood and devised for the purpose of sustaining the unfounded, baseless, frivolous and vexatious plaint. Therefore, that portion of the plaint as mentioned in the affidavit, has to be struck off.

7. The learned counsel for the respondents 1 and 2/plaintiffs submitted that they filed the suit for partition. The applicants are only subsequent purchasers. Though the learned counsel for the applicants submitted that, some of the properties are not covered and even otherwise, they are the bona-fide purchasers for valuable consideration without any notice, and therefore, all the defence taken by the applicants would have to be decided only after the trial and not at this stage. The applicants have no right to deny the rights of the respondents 1 and 2. Averments made in the plaint are not as stated by the applicants in the affidavit are frivolous, scandalous and vexatious. Therefore, the application has to be dismissed.



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8. Heard both sides and perused the materials available on record.

9. Admittedly, the respondents 1 and 2 herein has filed the suit for declaration to declare the various sale deeds as mentioned in the plaint, as null and void. Whether the applicants are bona-fide purchasers or not, whether the vendors of the applicants have got a better title and whether it would bind the shares of the respondents 1 and 2/plaintiffs, are all to be decided only after trial and not at this stage. Though the applicants have referred to certain pending cases and the documents thereto, but that cannot be decided right now. Order VI Rule 16 C.P.C., is very clear as to under what circumstances, the pleadings can be struck off. Since the respondents 1 and 2/plaintiffs are admittedly the share holders of some of the items of the properties and their entitlement of shares and quantum of shares and whether binding on other sale deeds, would have to be decided only after trial and not at this stage. On a reading of the entire materials, and also the affidavit filed by the applicants, this Court does not find any merit in the application.

10. It is well settled proposition of law that at the time of deciding the



averments made in the plaint and if the averments in the plaint lead to any ingredients of Order VI Rule 16 C.P.C., certainly, that portion can be struck off from the pleadings. On a reading of the entire plaint, this Court does not find any reason that it would attract Order VI Rule 16 C.P.C., to strike off that portion of the plaint as mentioned in the affidavit of documents. This Court finds that there is no merit in the application and the same is liable to be dismissed. Accordingly, this Application is dismissed.

Sd./-PVJ.

21/03/2022

//Certified to be true copy//

Dated at Madras this the day of 2022.

COURT OFFICER(O.S.)

From 25th Day of September 2008 the Registry is issuing certified copies of the Orders/Judgments/Decrees in this format.

EVK 04/04/2022