



A.No.3176 of 2023 in C.S. No.522 of 1993

A.A. NAKKIRAN,J

This application is filed to pass orders to cancel the Lease Deed dated 27.09.1995 entered into between the former Hereditary Trustee Viz., Srinivasalu Chetty and 2nd respondent represented by his Power Agent.

2.The learned counsel for the applicant would submit that since there is violation of some terms and conditions in the lease deed executed on 27.09.1995 which was entered into between the former Hereditary Trustee Viz. A.Srinivasalu Chetty and the 2nd respondent represented by his Power agent according to the Judgment dated 19.01.1995 passed in the subject suit and thereby the 2nd respondent had exploited the interest of the Trust, he seeks this Court to pass orders to cancel the Lease Deed dated 27.09.1995 entered into with the 2nd respondent herein.

3.The learned counsel for the 1st respondent would submit that as the Lease Agreement Deed executed on 27.09.1995 has been violated by the 2nd respondent without following the Court's Judgment dated 19.01.1995 made in C.S. No.522 of 1993, the 1st respondent has filed this application to cancel the said Lease Deed.



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4. The learned counsel for the 2nd respondent would submit that based on the Judgment dated 19.01.1995 in C.S.No.522 of 1993, the Lease Deed dated 27.09.1995 was executed between the applicant and the 2nd respondent. The applicant cannot seek the relief to cancel the said Deed in the same suit by filing this application until and unless they challenge the Judgment dated 19.01.1995 passed in the said suit by way of appeal and file a separate suit for the fresh cause of action. Hence, this application is liable to be dismissed.

5. Heard both sides and perused the materials available on records.

6. Having considered the facts and circumstances of the case and submissions made by the the learned counsel for both parties, it can be seen that the relief of the applicant is to cancel the lease deed dated 27.09.1995 which was executed based on the Judgment dated 19.01.1995 of this suit. It is admitted fact that the lease deed dated 27.09.1995 was effected between the parties concerned in the result of the Judgment dated 19.01.1995. If the applicant is aggrieved by the Judgment dated 19.01.1995 in C.S. No.522 of 1993 passed by this Court with regard to the lease deed dated 27.09.1995 entered into with the 2nd respondent, either the applicant ought to have challenged the aforesaid Judgment by way of appeal or filed a separate suit seeking for the fresh cause of action. ie to cancel the said Deed. Further, they cannot seek remedy in the same suit in the Judgment dated 19.01.1995 for the fresh cause of action.



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7.In the result, the application stands dismissed. No costs.

18.12.2023

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