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C.R.P.No.3646 of 2022

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 15.03.2023

**CORAM
THE HONOURABLE MRS.JUSTICE T.V.THAMILSELVI**

C.R.P. No.3646 of 2022

R.Amal Ranjit Singh

... Petitioner

Vs

1. S.Jayashree
2. P.Mariappan
3. B.Rajamani

...Respondents

Prayer : Civil Revision Petition filed under Article 227 of the Constitution of India, praying to direct the learned Principal District Judge, Coimbatore to number the plaint in Un-numbered O.S.No. Of 2022 [filing No.OS/4725/2022 (CNR.No.TNCB010087682022)] on the file of the learned Principal District Judge, Coimbatore and further directs to dispose the same in accordance with law.

For Petitioner	:	Mr.A.Tamilarasan
For R1	:	Mr.K.Magesh
For R2 and R3	:	No appearance

ORDER

This Civil Revision Petition has been filed by the petitioner seeking to direct the learned Principal District Judge, Coimbatore to number the plaint



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in filing No.OS/4725/2022 (CNR.No.TNCB10087682022) on the file of the learned Principal District Judge, Coimbatore and further directs to dispose the same in accordance with law.

2. The case of the petitioner is that the schedule mentioned property belongs to the 1st defendant/ 1st respondent herein by virtue of sale deed dated 26.03.1997. Further, the 1st defendant/ 1st respondent herein intended to sell the scheduled mentioned property to the plaintiff/petitioner herein and the plaintiff/petitioner herein has also expressed his willingness to purchase the said property. In pursuance to which a due negotiation was agreed and the sale consideration amount of the property has been fixed as Rs.2,90,000/- per cent (Rs.2,90,000/-x 4 cents) totally Rs.11,60,000/- and an advance amount of Rs.5,60,000/- has to be paid on the date of entering sale agreement on 01.03.2018 a sum of Rs.2,60,000/- was paid by way of cash and a sum of Rs.3,00,000/- was paid by way of Demand Draft and further time for performing the sale has been fixed 24 months from the date of sale agreement i.e., 01.03.2018. The balance amount of Rs.6,00,000/- alone payable by the petitioner to the 1st defendant/1st respondent herein for execute the sale agreement. In the meanwhile, the 1st defendant/1st respondent herein has sold the property to the 2nd defendant/2nd respondent



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herein on 03.05.2018 and in turn the 2nd defendant/2nd respondent herein execution another sale deed on 08.12.2021. The petitioner approached the 1st defendant/1st respondent herein on several occasions to execute the sale deed and to receive the balance amount of Rs.6,00,000/- in turn the 1st defendant refused to receive the balance amount and not come forward to execute the sale deed. Thereafter, the petitioner came to understand that the 1st defendant/1st respondent herein had executed the sale deed to the 2nd defendant/2nd respondent in the year 2018.

3. Aggrieved over the action of the 1st defendant/1st respondent herein, the petitioner filed the suit before the trial Court for the relief stated that in the plaint. The trial Court without considering the facts on merits returned the plaint.

4. The learned counsel appearing for the revision petitioner submitted that the trial Court has returned the suit plaint filed by the plaintiff without numbering the plaint is unsustainable. He further submitted that oral sale agreement entered between the plaintiff and the 1st defendant on 01.03.2018 with regard to purchase of property belongs to the 1st defendant and time was fixed for a period of 24 months to perform the contract. He further



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submitted that before the lapse of 24 months, the 1st defendant has executed the sale deed in favour of the 2nd defendant, which is in violation of the specific contract between the parties. The plaintiff filed the suit claiming, calling upon the 1st defendant to execute the sale deed as per the oral sale agreement dated 01.03.2018. But the trial Court had returned the plaint stating that the copy of the sale agreement is to be produced and time was fixed for performing the alleged contract and there is no reason specific has been assigned for inordinate delay.

5. Heard the learned counsel for the revision petitioner and the learned counsel for the first respondent.

6. On perusal of the records, it reveals that the plaintiff has not produced any materials to show that the alleged transaction between the parties and stated to be oral in nature and no agreement has been produced by the petitioner before the trial Court nor before this Court. From the records, it can be seen that the transaction alleged to have been between the parties are money transaction.



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7. In view of the above, this Civil Revision Petition is disposed of.

Hence, the petitioner at liberty to workout his remedy before the appropriate forum.

8. Registry is directed to return the original plaint to the counsel on record for the petitioner.

15.03.2023

Internet : Yes/No

Index : Yes/No

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To

The learned Principal District Court, Coimbatore.



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T.V.THAMILSELVI, J.

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