



CRP. No. 4006 of 2022

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 06.11.2023

CORAM:

THE HON'BLE MRS.JUSTICE T.V.THAMILSELVI

CRP No.4006 of 2022

&

CMP No. 20825 of 2022

SKM Animal Feeds & Foods (India) Pvt. Ltd.
Represented by its Managing Director,
Dr.M.Chandrasekar
No.101, Iraniyan Street,
Karur Bypass Road,
Erode – 638 002.

...Petitioner

Vs.

1.P.Gopalakrishnan
2.N.Periyasamy
3.S.Dhanavel

....Respondents

PRAYER : This petition filed under Article 227 of Constitution of India, to strike off the plaint in O.S No. 344 of 2021 pending on the file of the District Munsiff Court, Erode.

For Petitioner : Mr. S.Rajasekar
For R1 : Mr.S.Lakshmipathy



WEB COPY



CRP. No. 4006 of 2022

For R2 : Mr.Ali Hassan Khan
For R3 : Mr.A.P. Bajaji

ORDER

These petitions has been filed to strike off the plaint in O.S No. 344 of 2021 pending on the file of the District Munsiff Court, Erode.

2.Heard the learned counsel for the petitioner and the learned counsel for the respondents.

3.According to the petitioner, the subject matter of suit in O.S No. 344 of 2021 is belongs to the petitioner by way of purchase through public auction under SARFAESI proceedings vide sale certificate dated 30.06.2022. But suppressing the above facts respondents herein filed suit against the original owner/first defendant and the auction purchaser/petitioner herein seeking for permanent injunction as such is barred under Section 9 of Civil Procedure Code. Further, if they have any claim with regard to tendency or lease hold right they can adjudicate the same before Debt recovery tribunal not before the Civil Court. Therefore, he prayed to strike off the plaint.

4. Considering the facts of the case, it reveals that the respondents one



CRP. No. 4006 of 2022

and two herein filed suit in O.S No. 344 of 2021 before the District Munsiff Court, Erode, stating that they have taken the suit property for rent for running the car work shop from the third respondent herein and entered into a unregistered lease agreement on 20.03.2015 for a period of five years. As per the terms of the lease agreement the plaintiff paid a sum of Rs. 30,000/- as advance and also agreed to pay a sum of Rs.3,000/- as rent per month and after expiry they have entered into a new lease agreement on 21.03.2018 and paid a sum of Rs.80,000/- as advance and agreed to pay a sum of Rs.8,000/- as rent. Accordingly, the plaintiffs were running the car work shop and also liable to pay electricity consumption charges. While so, they came to know about that the suit property was purchased by the petitioner herein from the first defendant/third respondent herein. Admittedly, the respondents are entitle to protect their rights hence they filed the suit. But on seeing the plaint averments, it reveals that plaintiffs/respondent 1 and 2 herein were known about that the suit property was purchased by the petitioner herein, which clearly reveals that they were aware of the SARFAESI proceedings against the original owner/first defendant. As rightly pointed out by the counsel of the petitioner/first defendant as per the sale certificate dated 30.06.2022 the second



CRP. No. 4006 of 2022

defendant/petitioner is a absolute owner of the suit property. If at all any claims with regard to tenancy or lease hold right as alleged by the plaintiffs it is open to them to agitate the same before the Debt Recovery Tribunal not before the Civil Court. Accordingly, plaint in O.S No. 344 of 2021 is ordered to be strike off.

5. In the result, this Civil Revision Petition is allowed. No Cost. Consequentially, connected miscellaneous petition is closed.

06.11.2023

pbl



WEB COPY



CRP. No. 4006 of 2022

T.V.THAMILSELVI,J.

Pb1

To

1. The District Munsiff Court, Erode.

CRP No.4006 of 2022

&

CMP No. 20825 of 2022

06.11.2023