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C.R.P.No.3785 of 2019

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Reserved on : 14.06.2023

Pronounced on : 10.07.2023

CORAM : JUSTICE N.SESHASAYEE

C.R.P.No.3785 of 2019

M/s.Tide Water Oil India Ltd.,
Represented by its Senior Manager
(Accounts & Finance)
Mr.Sivaramakrishnan
10th Floor, Seshachalam Complex
Nandanam,
Chennai - 600 035.

.. Petitioner / Petitioner / Defendant

Vs

M/s.Reliance Industries Ltd.,
Represented by its Authorised Signatory
Mr.Sridhar Sathi
S/o.K.V.Sathiyavaageeswaran
Having its registered office at :
III Floor, Makers Chambers
IV Nariman Point
Mumbai - 400 021.
And its Regional Office at :
No.89, Radhakrishnan Salai
Mylapore, Chennai - 600 004.

.. Respondent / Respondent / Plaintiff



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Prayer : Civil Revision Petition filed under Article 227 of the Constitution of India, praying to allow the revision by setting aside the order and decretal order passed in I.A.No.1/2019 in O.S.No.341/2018 dated 18.09.2019 passed by the Additional District Judge I, Tiruvallur, as illegal and consequentially allow I.A.No.1/2019 and reject the plaint and pass necessary orders as this Court may deem fit in the given circumstances of the case.

For Petitioner : Mr.Adinarayana Rao

For Respondent : Mr.N..Anantha Ramakrishnan

ORDER

This revision arises out of an order dismissing an application in I.A.No.1 of 2019, filed by the defendant under Order VII Rule 11 (a) and (d) C.P.C. The backdrop of the present proceeding may now be stated:

- The plaintiff had purchased a block of 1.68 acres of land from the defendant some time in 2002. Upon purchasing the property, it faced certain obstruction from third parties, about 8 or 9 in number, who claim that they had purchased a fractional area from the vendor of the defendant. The plaintiff approached the defendant, and only upon the plaintiff intimating about the sales made by the vendor of the defendant in favour of such third parties



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as referred to above, even the defendant came to know about such alienations. According to the plaintiff, he begun to settle the claims of each of those third parties, and has now instituted a suit for reimbursement of the said sum which it had defrayed for perfecting its title.

- In short, the quintessence of the case of the plaintiff is that inasmuch as the defendant had sold certain property to it, which includes the properties which it had earlier sold to third parties, it became necessary for the plaintiffs to settle third party claims, and has laid the present suit for recovering the amounts that was incurred to perfect its title.

2. The defendant would now enter appearance and had taken out an application in I.A.No.1 of 2019 under Order VII Rule 11(a) and (d) on the ground that the suit does not disclose the cause of action, and that the suit is barred by limitation. This application was contested by the plaintiff. The trial Court vide the impugned order dated 18.09.2019, dismissed the same, and rejected the application on both the scores. This order is now in



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challenge.

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3. Heard both sides. Learned counsel for the revision petitioner/defendant submitted:

- The plaintiff claims it had settled certain Krishnaveni, Radha, Mohammed Jon, Lakshmi, Dhanalakshmi and Saraswathi. Of the six, the defendant admits that amount paid to Krishnaveni by the plaintiff for perfecting title for the portion of the property which Krishnaveni had earlier purchased from the vendor of the defendant. So far as others are concerned, at no point of time, the defendant had admitted it. Having said that, under four specific sale deeds under which the plaintiff had purchased the properties from Mohammed Jon, Lakshmi, Dhanalakshmi, Saraswathi dated 11.03.2014, 08.01.2015, 08.01.2015 and 13.03.2015 respectively, the plaintiff himself has recited that it had purchased the property covered by those sale deeds a second time, not from the defendant but from Govindan, the original owner of the entire block of property, his power agent Devadoss Reddy and Chellappan.



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- In other words, when the plaintiff himself admits in some of the documents which he relies on that it had purchased the property not from the defendant but from third parties, and if he suffer any threat to his title from those who had executed these sale deeds, then he ought to seek indemnification only from those who had sold the property to the plaintiff and not from the defendant.

4. In response, the learned counsel for the plaintiff would submit that though the recital may indicate something else, the fact remains that the properties are covered under the sale deed executed by the defendant in favour of the plaintiff. A statement in the recital may not constitute any conclusive admission and it can always be explained in law.

5. The foundation of petitioner's case is that because few of the sale deeds do not refer to the defendant but to certain Govindan and others, the defendant is not liable based on the very documents which the plaintiff has produced. A document may only disclose who has executed a document in whose favour but it is not conclusive as to who has paid the money and who received it. To state it differently, so far as these sale deeds are concerned



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there was passing of consideration, but whose liability the plaintiff had settled can still be a matter for enquiry. This would mean that the suit presents a triable issue, and hence this Court does not consider that the approach of the trial court is fundamentally faulty.

6. In conclusion, this Court does not find any merit in the petition and the same is dismissed. No costs.

10.07.2023

Index : Yes / No
Speaking order / Non-speaking orders

To:

- 1.The I Additional District Judge
Tiruvallur.
- 2.The Section Officer
VR Section, High Court, Madras.



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N.SESHASAYEE.J.,

ds

Pre-delivery order in
C.R.P.No.3785 of 2019

10.07.2023