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Rev.Apl.No.100 of 2021

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated: 13.11.2024

CORAM:

THE HONOURABLE MR.JUSTICE RMT.TEEKAA RAMAN

Review Application No.100 of 2021
in
CRP(PD)No.2039 of 2020

1.Maruthai

... Review Applicant

Vs

Vel Construction,
Rep by its Proprietor Veeravel,
S/o Thanga Anandan,
No.18, MRK Road,
Srimushnam,
Cuddalore District.

... Respondent

PRAYER: Review Application filed under Section 114 r/w Order 47
Rule 1 of CPC, to review the order, dated 30.12.2020, passed by this
Court in CRP(PD) No.2039 of 2020.

For Applicant

: No appearance



WEB COPY



Rev.Apl.No.100 of 2021

For Respondent : No appearance

ORDER

This Review Application is filed to review the order, dated 30.12.2020, passed by this Court in CRP(PD) No.2039 of 2020.

2.Today(13.11.2024), when this Review Application is taken up for consideration, there is no representation on both sides.

3.The Review application is filed by the defendant in O.S.No.220 of 2019. The respondent/plaintiff has filed the above suit for recovery of money, based on two documents, viz., construction agreement, dated 07.04.2016 and a cheque. The defendant has filed an interlocutory application in I.A.No.1771 of 2019, under Order VII Rule 11 of Civil Procedure Code, for rejection of the plaint, on the ground that there is no cause of action. The suit was filed based on two forged documents, viz., unregistered construction agreement and the alleged



Rev.Apl.No.100 of 2021

cheque for a sum of Rs.15,00,000/-. The schedule of the property belonged to the wife of the defendant does not belong to the defendant and there is no cause of action. The said application was dismissed by the learned III Additional District and Sessions Judge, Cuddalore, Viruthachalam. As against the dismissal of the said order, CRP(PD) No. 2039 of 2020 was filed.

4. After hearing both the parties, I have pronounced the order on 30.12.2020 by holding that

"12 (a) Admittedly, the suit was filed for balance of the amount in connection with the construction of the building in the suit property which stands in the name of the wife of the defendant. According to the plaint averment, the suit was filed for balance of the amount unpaid as agreed between the parties and not in connection with the suit property and therefore, the defendant being a party to the plaint document viz., the suit construction agreement, the suit is held to be maintainable.



Rev.Apl.No.100 of 2021

WEB COPY

12 (b). According to the revision petitioner/defendant, the suit agreement itself is a forged one. As per the plaint document, the defendant has paid Rs.80,00,000/- towards the plaintiff account and hence, it is a matter for evidence that has to be let in during the time of trial.

13. (a). The next contention is that whether the suit builders agreement is true and genuine, as contented by the plaintiff or forged and fabricated as projected by the defendant, is the disputed question of fact, for which, evidence has to be let in during the time of trial.

13. (b). The next plea raised by the revision petitioner/defendant is that the alleged cheque payment are misused and it never intended to be given to the defendant and those cheques have been given to the money transaction and the same was alleged to have been misused. Yet again, this point is for matter of evidence.

13. (c). It is to be stated that as per the plaint averment,



Rev.Apl.No.100 of 2021

the defendant is alleged to have paid a sum of Rs.2,25,000/- on 12.01.2017 and within three years, the suit has been filed and hence, the last contention raised by the learned counsel for the revision petitioner that the money claim under the suit is barred by limitation cannot be sustainable."

5.Considering that the points involved, which are mixed question of law and facts and it is a matter for evidence, the order of dismissal in I.A.No.1771 of 2019 was confirmed. Accordingly, the Civil Revision Petition was dismissed.

6.Now, the present Review application is filed raising point in ground No.1 that the subject matter falls under the Commercial Courts Act 2015 and therefore this Court has no jurisdiction.

7.On the date of passing the order on 30.12.2020, the Commercial Court jurisdiction was not notified and hence I find that



Rev.Apl.No.100 of 2021

WEB COPY

the point raised by the review applicant does not arise on the subject matter. I find no error in the order passed in CRP(PD) No.2039 of 2020, dated 30.12.2020.

8.Accordingly, this Review Application is dismissed. No costs.

13.11.2024

NCC : Yes / No.
Index : Yes / No.
Internet : Yes / No.
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Rev.Apl.No.100 of 2021

RMT.TEEKAA RAMAN.,J.

vrn

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