



This Application has been filed under Clause 12 of the Letters Patent, seeking leave to institute the suit against the defendants within the jurisdiction of this Court.

2.A reading of the intended plaint shows that the suit had been filed seeking a direction against the 1st defendant, who is residing at Madukkur in Thanjavur District to pay a sum of Rs.1,35,34,000/- together with interest at 24% per annum on the principal sum of Rs.1,01,00,000/- from the date of filing of this plaint till the date of realization and for costs of the suit.

3.The suit is based on an Agreement of Sale dated 27.07.2022 entered into between the plaintiff and the 1st defendant and since the 1st defendant had sold the property subsequently to a third party, the plaintiffs claim return of the amount paid to the 1st defendant towards sale consideration. It is contended that the suit has been filed only for recovery of the amount and that the advance amount had been paid from the bank account of the plaintiff situated within the jurisdiction of this Court. It is also contended that part of cause of action had arisen within the jurisdiction of this Court and therefore, leave is sought.



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4.The learned counsel for the applicant, placed reliance on the judgment of a learned Single Judge of this Court reported in **2024 1 CTC 473, P.Gowshika Boopathy & Another Vs. T.Muthu & Others**. The learned Single Judge, in that particular case was involved in a question of suit for land and examined whether leave could be granted when a relief is sought against the property, which is situated outside the jurisdiction of this Court. The learned Single Judge had come to the conclusion that leave cannot be granted, since leave is sought on the property which is situated outside the jurisdiction of this Court and the Court could not enforce any decree. The ratio therein could not directly apply to the facts of this case, wherein the suit is for recovery of money.

5.But a perusal of the document filed along with the plaint would show that the suit had been filed for recovery of money paid as advance on the basis of the agreement of sale dated 27.07.2022. It is not a registered agreement of sale, but however, the stamp paper had been purchased at Madukkar in Thanjavur District. The defendants are also residing at Madukkar. Under the agreement of sale the total sale consideration was determined at Rs.2,89,17,000/-. It is also stated that cash of Rs.50/- Lakhs had been paid.



6. Naturally, the said amount had been paid at Thanjavur. The property which is the subject matter of the sale is also situated at Thanjavur.

Subsequently, the document relating to the property had also been executed only at Thanjavur. The fact that the plaintiff had parted with further consideration from the bank account, which is situated within the jurisdiction of this Court, is a cause which is created by the plaintiff for the convenience of the plaintiff. The bank account could be anywhere across the country and that does not indicate that wherever the bank or the branch of the bank is, the cause would arise. The cause would arise where the defendants resides, where the agreement had been entered and where the defendants had received payment. The first initial payment of Rs.50/- Lakhs which is part of the amount claimed in the plaint had been paid only at Thanjavur. The balance amount could have been transferred from the bank account at Chennai, but that would not give arise to any part of cause of action.

7. Taking all the factors into consideration, I am not inclined to grant leave. Accordingly, this Application stands dismissed. The Registry is directed to return back the plaint and original documents, if any filed along with the plaint to be presented before the jurisdictional Court.

02.07.2024

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C.V.KARTHIKEYAN,J.

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