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C.M.P.No.13915 of 2024
in C.R.P.No.406 of 2022

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V.LAKSHMINARAYANAN,J.,

By an order dated 25.04.2024, I had allowed the revision to condone the delay and to set aside the *exparte* decree. I had further imposed a condition that the civil revision petitioners shall pay the cost that had incurred by the respondent/plaintiff in order to get the sale deed executed.

2. Mr.MA.P.Thangavel had pleaded that on account of over sight his client was not in a position to pay the cost of Rs.20,000/- and the additional cost imposed in terms of the order dated 25.04.2024 in Clause Nos.(c) and (d). Therefore, while extending time, I directed Mr.MA.P.Thangavel, to make the payment of Rs.20,000/- as well as cost incurred in executing the sale deed immediately.

3. In compliance with the order, the civil revision petitioners have given two Demand Drafts to Mr.S.Dhayaleeswaran. The Demand Draft for Rs.20,000/- is in DD No.581520 and Demand Draft for Rs.71,300/- (actual



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cost) is in DD No.581686. This is in full compliance with the order dated 25.04.2024. The receipt of the demand drafts is acknowledged by Mr.S.Dhayaleeswaran.

4. At this stage, Mr.MA.P.Thangavel would submit that the plaintiff taking advantage of the Sale Deed might alienate the property and creating more confusion over the title to the suit property.

5. Mr.S.Dhayaleeswaran is clear and categorical that his client has no intention to alienate the property. His statement is recorded.

6. In the light of the compliance, C.M.P.No.13915 of 2024 stands allowed.

dm

02.08.2024



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