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C.R.P.No.2630 of 2023

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 12.02.2024

CORAM:

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

C.R.P.No.2630 of 2023

and

C.M.P.No.16221 of 2023

P.Vikash Kumar

... Petitioner

-Vs-

1. A. Mohan Das

Parasmal Sowcar (deceased)

P.Sohan Bai (deceased)

2. P.Manju Bai

3. P.Dinesh Kumar

4. P.Nikitha

5. Ashok Kumar

6. Mahendar

7. Narangi Kavar

8. Suraj Bai

9. Chandan

... Respondents

Prayer : Civil Revision Petition is filed under Article 227 of the Constitution of India, praying to set aside the order dated 28.06.2023 in I.A.No.10 of 2023 in O.S.No. 2169 of 2019 on the file of the XVIII Addl.



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Judge, City Civil Court, Chennai and consequently allow the same as prayed for.

For Petitioner : Mr.K.K.Sancheti
For Respondents : Mr.B.K.Sreenivasan

ORDER

Challenging the impugned order passed in I.A. No.10 of 2023 in O.S.No. 2169 of 2019 by the learned XVIII Addl. Judge, City Civil Court, Chennai, the Revision Petitioner/1st defendant preferred this Civil Revision Petition.

2. For the sake of convenience, parties are referred as per the ranking in the suit.

3. Before the original side of this court, the 1st respondent/plaintiff filed a suit in C.S.No. 266 of 2017 for the relief of specific performance and other consequential relief against revision petitioner herein. Subsequently, it was transferred to City Civil Court, Chennai and renumbered as O.S.No.2169 of 2019. During the pendency of the proceedings, the 2nd defendants was died. As he died, his legal heirs were



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impleaded and now the case is pending against the defendants 1 to 11.

According to plaintiff, the suit property measuring an extent of 1155 sq.ft. together with building consist of ground, first and second floor bearing Door No.19-A, Choolaimedu (Old survey No.17/4) Puliur Village belong to defendant's father Shri Parsan Chand absolutely by way of purchase through the sale deed dated 31.01.1996. In the year of 2003, the plaintiff was inducted as a tenant in respect of ground floor and second floor portions of the suit property for a monthly rent of Rs.5500/- and later, the defendant's father Parsan Chand entered into a tenancy agreement in the year of 2004 in respect of that portions and the plaintiff paid a sum of Rs.50,000/- towards rental advance. Two tenancy agreements in respect of ground and second floor portions were entered and thereafter, he paid the rent regularly. While so, the defendant's father offered to sell the suit property and requested the plaintiff to purchase the same, thereby on 05.09.2007, a sale agreement was entered between them and a sale consideration was fixed as Rs.25,21,954/- and on that day itself, the plaintiff paid a sum of Rs.3,25,000/- by cash towards advance and the maintenance work assigned by the plaintiff was also deducted, besides the total amount of Rs.95,000/- was treated as rental advance. Thus, on the



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date of sale agreement, totally a sum of Rs.12,54,500/- was treated as an advance. So, there is a balance amount of Rs.12,67,954/- and assured to pay the remaining amount at the time of execution of sale deed in his favour by the defendant's father. The defendant's father also agreed to get consent deed from his wife and children. So, the time limit was not fixed. The plaintiff was always ready to perform his part of agreement, but the defendant's father delayed the matter as he was not able to get a consent deed from his wife and children. But, due to ill-health of father of defendant, his relative by name Parasmal Jai used to come and collect the monthly rents from him and he had also paid the rent regularly upto January 2015, but in February 2015, the 1st defendant issued a letter stating that his father Parsan Chand died and requested him to pay rent to him and also called upon the plaintiff to vacate from the suit property. For that, he gave reply on 03.03.2015 and claimed documents to prove ownership of defendant. Without furnishing the documents, on 29.07.2015 the defendant's mother filed two eviction petitions in R.C.O.P.Nos.1317 1318 of 2015 before the XIII Small Causes Court, Chennai. In that suit, the plaintiff contested the same as there is no landlord and tenant relationship in view of the sale agreement and also contended that



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petitions are not maintainable in law. However, the other legal heirs of Parsan Chand executed a Release deed in favour of defendant, as such he became absolute owner of property and he is bound to execute sale deed as agreed by his father, but the defendant attempted to vacate him unlawfully. So, he filed a suit in O.S.No.6129 of 2016 seeking permanent injunction and the same is pending before the City Civil Court, Chennai. In that suit also, the plaintiff stated about the agreement, but the same was denied by defendants. Therefore, the plaintiff issued a notice on 10.03.2017 about his readiness and willingness, but he gave a reply contending that plaintiff's claim is barred by limitation and also stated that his father has not executed any sale agreement and he is always ready to perform his contract. Immediately, the plaintiff filed a suit for specific performance.

4. The written statement also filed by defendant denying the plaintiff's claim and the trial was begun. On the side of plaintiff, witnesses were examined. At that time, the 1st defendant filed an application to reject the plaint under Order 7 Rule 11 of C.P.C. stating that the plaintiff already waived his right to file a suit for specific performance while filing the suit



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in O.S.No.6129 of 2016 and also under Order 2 Rule 2 of C.P.C., the present suit for specific performance is totally barred as it is a second suit on the same cause of action as mentioned in the earlier suit in O.S.No.6129 of 2016.

5. By way of reply, learned counsel for plaintiff would submit that while deciding the application in O.A. No.367 of 2017 in A.Nos.2179 and 2180 of 2017, in which plaintiff prayed for interim injunction as well as praying to stay the RCOP proceedings and the said applications were dismissed. Against which, O.S.A.Nos. 127, 128 and 129 of 2017 was preferred and the same was also dismissed and as against the same, appeal was preferred and in the said O.S.A., the defendant gave a consent before the Division Bench. Accordingly, time was granted to file written statement and also time was granted to frame the issue and both parties are directed to adduce their evidence within a time bound manner by obtaining consent from both parties. Thereafter, the written statement was filed by the defendants and the trial was begun. Pointing out the said part, learned counsel for plaintiff argues that the defendant has no right to file a petition to reject the plaint at the time of examination of witnesses, which



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is contrary to the consent given by him to cooperate for the trial proceedings. Contrary to the said consent, he filed the present application to reject the plaint as such is not maintainable and instead of conducting the trial, filing of said application, as such is totally unfair. Accordingly, he prayed to dismiss this Civil Revision Petition.

6. On hearing both sides, the trial judge concludes that while allowing O.S.A.Nos. 127 to 129 of 2017, this Court directed single judge of original side to dispose the suit within three months and also granted time to the defendants to file a written statement and liberty is also granted to the plaintiff to file a reply statement. Accordingly, the witnesses directed to adduce their evidence. Therefore, at this stage, having given consent before this Court to conduct trial, thereafter, filing the present application to reject the plaint as such is not maintainable. Accordingly it was dismissed. Against which, the Revision Petitioner preferred this Civil Revision Petition.

7. The learned counsel for Revision Petitioner argues that while filing the earlier suit in O.S.No. 6129 of 2016, the plaintiff herein waived



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the relief of specific performance as the same is beyond the time of limitation. Therefore, the earlier suit was filed only for permanent injunction in respect of the suit property and the same is contested by him by taking a defence that the revision petitioner is a tenant and not an agreement holder. During the pendency of said suit, plaintiff filed the present suit in O.S.No.2169 of 2019 (formerly suit in O.S.No. 266 of 2017) for the relief of specific performance as well as permanent injunction as such is not maintainable in law, as he already waived the relief of specific performance. Therefore, the application to reject the plaint was filed stating that the said suit is not maintainable, but, the trial judge without considering the said legal aspects, erroneously dismissed the application, which is misconception of law and facts, unfair and the same is liable to be set aside.

8. By way of reply, learned counsel for 1st respondent would submit that without the consent of plaintiff, his earlier counsel made an endorsement in the plaint stating that he has waived the relief of specific performance inadvertently and the same would not bind the plaintiff. Thereafter, as the defendant refused to accept the agreement in the suit in



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O.S.No.6129 of 2016, the cause of action arose for the present suit for the relief of specific performance. Hence, the said suit is maintainable in law and it is not based on the same cause of action. Apart from that, while disposing O.S.A., both plaintiff and defendant consented to conduct the trial in a time bound manner. Having given the consent, the defendant has no right to file an application to reject the plaint subsequently and the same was rightly appreciated by the trial judge, which needs no interference. Accordingly, he prayed to dismiss the petition as no merit.

9. Considering both side submissions, the fact reveals that originally the parties are denoted as plaintiff and defendant in the suit. The plaintiff, who was inducted as a tenant into the suit property by the father of defendant viz., Parsan Chand for a monthly rent in the year of 2006. Subsequently, in the year of 2007, defendant's father offered to sell the property to the plaintiff. Accordingly, he entered into a sale agreement and after deduction of advance and maintenance amount, there is a balance sale consideration of Rs.12,67,954/- and the plaintiff always ready and willing to perform his part, but father of defendant evaded stating that he would get consent from all the legal heirs, but inspite of his efforts,



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defendant's father not executed a sale deed. While so, in the year of 2015, notice was issued by the defendant stating that his father was died and other legal heirs executed a release deed in his favour, thereby he became the absolute owner of the property, due to which, he directed the plaintiff to pay the rent to him and also directed to vacate from the suit property, for which, a suitable reply was given to him. Thereafter, R.C.O.P. was filed seeking for eviction against him. Thereafter, in the year of 2016, the plaintiff filed a suit in O.S.No.6129 of 2016 for the relief of permanent injunction. On perusal of that plaint, it reveals that he has stated about the sale agreement with defendant's father. Therefore, the Court returned the plaint stating how the permanent injunction suit alone is maintainable without filing a suit for specific performance subject to limitation. Accordingly, the plaint was rejected. While representing the plaint on 09.12.2016, the counsel for plaintiff made an endorsement as follows :-

“The plaintiff is waiving the relief of specific performance, since the same is beyond the time of limitation. The present suit is only for bare injunction restraining the defendant from disturbing the possession and enjoyment of suit property of plaintiff. Hence, the suit for permanent injunction is alone maintainable. Returns are duly complied and presented.”



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Accordingly, the suit was taken on file for permanent injunction alone as the plaintiff waived the relief of specific performance. Thereafter, in the year of 2017, the plaintiff filed a suit for specific performance stating that on 10.03.2017 he issued a notice to the defendant informing his readiness, but the same was replied by the defendant stating that his relief is barred by limitation. Therefore, the present suit for specific performance is filed by the plaintiff.

10. Admittedly, during the pendency of proceedings, Interlocutory application was filed by the plaintiff seeking for permanent injunction as well as staying the proceedings in RCOP, but the same was dismissed by the City Civil Judge. Against which, O.S.A. Nos. 127 to 129 of 2017 was preferred by him against defendant before the Division Bench. All the appeals were disposed of with a direction, thereby three months time was granted to dispose the suit in C.S.No.266 of 2017 and liberty was also granted to file a reply statement and direction was also given to pay the rent arrears without prejudice to the right of parties. After that, the written statement was filed and trial was begun. Witnesses were examined on the side of plaintiff. At this juncture, the defendant filed the present



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application to reject the plaint, since because the plaintiff already waived his claim of specific performance. It is an admitted fact that the plaintiff is an advocate by profession and at the time of argument, learned counsel for plaintiff would submit that without plaintiff's consent, the counsel, who is appearing for plaintiff made an endorsement in the plaint that the claim of specific performance is waived by him. But he has submitted that no such instruction was given by him. Therefore, the alleged endorsement made by the plaintiff's erstwhile counsel would not bind him. Further, he has also pointed out that while disposing O.S.A., by the consent of both plaintiff and defendant, three months time was granted to dispose the suit. Therefore, the defendant is not entitled to file an application to reject the plaint. On the other hand, he is bound to cooperate for the trial proceedings. But, by way of reply, 1st defendant's counsel replied that an endorsement made by counsel for plaintiff would also bind the plaintiff as he gave vakalatnama and in terms of Order 3 Rule 4 empowers the counsel to act on behalf of plaintiff. For that, he relied on the ratio laid down in the authority held in **Rev. App. SR.Nos. 67110, 67105 & 67143 of 2017 dated 01.08.2018** in the case of **A.Mohandoss vs. P. Vikash Kumar**, wherein this Court held as follows :-



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"10. In a decision reported in "(2015) 5 SCC 747 (Y.Sleebachen and others versus State of Tamil Nadu, through Superintending Engineer, Water Resources Organisation and another)", the following observations were made by the Hon'ble Supreme Court of India.

"The counsel appearing for a party is fully competent to put his signature to the terms of any compromise upon which a decree can be passed in proper compliance with the provisions of Order 23 Rule 3 and such decree is perfectly valid, depending on the authority conferred on the counsel in terms of the vakalatnama. It will be prudent for counsel not to act on implied authority except when warranted by the exigency of circumstances demanding immediate adjustment of suit by agreement or compromise and the signature of the party cannot be obtained without undue delay. In these days of easier and quicker communication, such contingency may seldom arise. A wise and careful counsel will no doubt arm himself in advance with the necessary authority expressed in writing to meet all such contingencies in order that neither his authority nor integrity is ever doubted. This essential precaution will safeguard the personal reputation of the counsel as well as uphold the prestige and dignity of the legal profession. To insist upon the party himself personally signing the agreement or compromise would often cause undue delay,



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loss and inconvenience, especially in the case of non-resident persons. It has always been universally understood that a party can always act by his duly authorised representative. If a power-of-attorney holder can enter into an agreement or compromise on behalf of his principal, so can a counsel, possessed of the requisite authorisation by vakalatnama, act on behalf of his client. Not to recognise such capacity is not only to cause much inconvenience and loss to the parties personally, but also to delay the progress of proceedings in court."

11.In the above decision, the Hon'ble Supreme Court of India has, in detail, analysed the role of the advocate and his authority to represent the interest of his client, in paragraphs 18 to 20 which are extracted below:

" 18. That apart, we find that as per the provisions of Order 3 Rule 4, once the counsel gets power of attorney/authorisation by his client to appear in a matter, he gets a right to represent his client in the court and conduct the case. Further, in Bakshi Dev Raj (2) v. Sudheer Kumar 2011 8 SCC 679, this Court held that though Order 23 Rule 3 CPC requires a compromise to be in writing and signed by parties, the signature of the advocate/counsel is valid for the said purposes. Detailed discussion on this aspect which ensues in the said judgment and is relevant



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for our purpose, reads as under: (SCC pp. 686-89, paras 25-30)

25. Now, we have to consider the role of the counsel reporting to the court about the settlement arrived at. We have already noted that in terms of Order 23 Rule 3 CPC, agreement or compromise is to be in writing and signed by the parties. The impact of the above provision and the role of the counsel has been elaborately dealt with by this Court in Byram Pestonji Gariwala v. Union Bank of India Byram Pestonji Gariwala v. Union Bank of India , 1992 1 SCC 31 and observed that courts in India have consistently recognised the traditional role of lawyers and the extent and nature of implied authority to act on behalf of their clients. Mr Ranjit Kumar, has drawn our attention to the copy of the vakalatnama (Annexure R-3) and the contents therein. The terms appended in the vakalatnama enable the counsel to perform several acts on behalf of his client including withdraw or compromise suit or matter pending before the court. The various clauses in the vakalatnama undoubtedly gives power to the counsel to act with utmost interest which includes to enter into a compromise or settlement.

26. The following observations and conclusions in paras 37, 38 and 39 are relevant: (Byram Pestonji Gariwala case, SCC pp. 46-47)



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“37. We may, however, hasten to add that it will be prudent for counsel not to act on implied authority except when warranted by the exigency of circumstances demanding immediate adjustment of suit by agreement or compromise and the signature of the party cannot be obtained without undue delay. In these days of easier and quicker communication, such contingency may seldom arise. A wise and careful counsel will no doubt arm himself in advance with the necessary authority expressed in writing to meet all such contingencies in order that neither his authority nor integrity is ever doubted. This essential precaution will safeguard the personal reputation of the counsel as well as uphold the prestige and dignity of the legal profession.

38. Considering the traditionally recognised role of counsel in the common law system, and the evil sought to be remedied by Parliament by the CPC (Amendment) Act, 1976, namely, attainment of certainty and expeditious disposal of cases by reducing the terms of compromise to writing signed by the parties, and allowing the compromise decree to comprehend even matters falling outside the subject-matter of the suit, but relating to the parties, the legislature cannot, in the absence of express words to such effect, be presumed to have disallowed the parties to enter into a compromise by the counsel in their cause or by their



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passed on compromise or settlement and adjustment. It may, at times, be also a judgment on admission.

28. In Jagtar Singh v. Pargat Singh 1996 11 SCC 586 it was held that the counsel for the appellant has power to make a statement on instructions from the party to withdraw the appeal. In that case, Respondent 1 therein, elder brother of the petitioner filed a suit for declaration against the petitioner and three brothers that the decree dated 4-5-1990 was null and void which was decreed by the Subordinate Judge, Hoshiarpur on 29-9-1993. The petitioner therein filed an appeal in the Court of the Additional District Judge, Hoshiarpur. The counsel made a statement on 15-9-1995 that the petitioner did not intend to proceed with the appeal. On the basis thereof, the appeal was dismissed as withdrawn. The petitioner challenged the order of the appellate court in the revision. The High Court confirmed the same which necessitated the filing of SLP before this Court.

29. The learned counsel for the petitioner in Jagtar Singh case contended that the petitioner had not authorised the counsel to withdraw the appeal. It was further contended that the court after admitting the appeal has no power to dismiss the same as withdrawn except to decide the matter on merits considering the legality of the reasoning of the trial court and the conclusions either agreeing or



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disagreeing with it. Rejecting the said contention, the Court held as under: (Jagtar Singh case, SCC p. 587, paras 3-4)

“3. The learned counsel for the petitioner has contended that the petitioner had not authorised the counsel to withdraw the appeal. The Court after admitting the appeal has no power to dismiss the same as withdrawn except to decide the matter on merits considering the legality of the reasoning of the trial court and the conclusions either agreeing or disagreeing with it. We find no force in the contention. Order 3 Rule 4 CPC empowers the counsel to continue on record until the proceedings in the suit are duly terminated. The counsel, therefore, has power to make a statement on instructions from the party to withdraw the appeal. The question then is whether the court is required to pass a reasoned order on merits against the decree appealed from the decision of the Court of the Subordinate Judge? Order 23 Rules 1(1) and (4) give power to the party to abandon the claim filed in the suit wholly or in part. By operation of Section 107(2) CPC, it equally applies to the appeal and the appellate court has coextensive power to permit the appellant to give up his appeal against the respondent either as a whole or part of the relief. As a consequence, though the appeal was admitted under Order 41 Rule 9, necessarily the Court has the power to dismiss the appeal as withdrawn without



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going into the merits of the matter and deciding it under Rule 11 thereof.

4. Accordingly, we hold that the action taken by the counsel is consistent with the power he had under Order 3 Rule 4 CPC. If really the counsel has not acted in the interest of the party or against the instructions of the party, the necessary remedy is elsewhere and the procedure adopted by the court below is consistent with the provisions of CPC. We do not find any illegality in the order passed by the Additional District Judge as confirmed by the High Court in the revision.

30. The analysis of the above decisions make it clear that the counsel who was duly authorised by a party to appear by executing the vakalatnama and in terms of Order 3 Rule 4, empowers the counsel to continue on record until the proceedings in the suit are duly terminated. The counsel, therefore, has the power to make a statement on instructions from the party to withdraw the appeal. In such a circumstance, the counsel making a statement on instructions either for withdrawal of appeal or for modification of the decree is well within his competence and if really the counsel has not acted in the interest of the party or against the instructions of the party, the necessary remedy is elsewhere.”



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19. Likewise in 2011, this Court in *Jineshwardas v. Jagrani*, has held as under: (SCC p. 376, para 7)

“7. 39. If a power-of-attorney holder can enter into an agreement or compromise on behalf of his principal, so can a counsel, possessed of the requisite authorisation by vakalatnama, act on behalf of his client. (Byram Pestonji Gariwala case, SCC p. 47, para 39)”

Therefore, the endorsement made by plaintiff's counsel while filing the suit in O.S.No.6129 of 2016 on 09.12.2016 would bind plaintiff. As per endorsement made by plaintiff's counsel in the earlier suit, the claim of specific performance is waived by the plaintiff. For which, he relied the ratio laid down in the authority reported in **CDJ 1974 SC 171** in the case of **P.Dasa Muni Reddy vs. P. Appa Rao**, wherein the Apex Court held in para 13 as follows :-

“ 13. Abandonment of right is much more than mere waiver, acquiescence or laches. The decision of the High Court in the present case is that the appellant has waived the right to evict the respondent. Waiver is an intentional relinquishment of a known right or advantage, benefit, claim or privilege which except for such waiver the party would have enjoyed. Waiver can also be a voluntary surrender of a



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right. The Doctrine of waiver has been applied in cases where landlords claimed forfeiture of lease or tenancy because of breach of some condition in the contract of tenancy. The doctrine which the courts of law will recognise is a rule of judicial policy that a person will not be allowed to take inconsistent positions to gain advantage through the aid of courts. Waiver sometimes partakes of the nature of an election. Waiver is consensual in nature.....”

Thus, on seeing the said endorsement, the plaint was taken on file by the trial court, since because as per the averment in the plaint in the earlier suit, the plaintiff narrated the alleged sale agreement of the year of 2007. Hence, the trial judge returned plaint questioning the plaintiff why the relief of specific performance was not filed. For that, the endorsement was made by the plaintiff's counsel that the plaintiff has waived the relief of specific performance and retained relief of permanent injunction alone. After that, the present suit was filed for specific performance and to get over the earlier endorsement, the plaintiff issued a notice in the year of 2017. Based on that, he claimed cause of action, besides he would also content that the cause of action for both suits are different in nature and not on the same cause of action. It is also noted by this court that while filing R.C.O.P. in the year of 2016, originally the landlord issued a notice



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to plaintiff demanding to vacate the property and also demanded for rent.

At that time itself, a reply notice was given by the plaintiff denying tenancy and long back the cause of action arose. Thereafter, the suit was filed only in the year of 2017. If at all, plaintiff's counsel made such an endorsement voluntarily, the plaintiff ought to have taken action against plaintiff for his unlawful act, but there is no such proof on the side of plaintiff that he has taken any such steps. Therefore, the contention of plaintiff that he has not given any instructions to his counsel as such is not acceptable one. Moreover, the plaintiff is an advocate by profession and he would know the consequence of the said endorsement made in the plaint. But, the trial judge without considering all these legal aspects erroneously held that already defendant gave consent for waiver of relief of specific performance, so he is not entitled to file an application to reject the plaint. However, filing of an application under Order 7 Rule 11 of C.P.C. to reject the plaint is also a part of trial for the reason that if at all, the plaint is rejected, it amounts to a decree. Against which, plaintiff is entitled to go for appeal. So, it is a part of trial proceedings. Therefore, nothing wrong in filing an application under Order 7 Rule 11 of C.P.C. and the findings given by the learned trial judge is liable to be set aside. Even at the time of



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filing the earlier suit, plaintiff has not reserved his right to go for a comprehensive suit. Therefore, the provision under Order 2 Rule 2 of C.P.C. also applicable to the facts of the instant case.

11. For the said provision of Order 2 Rule 2 of C.P.C., the learned counsel relied the ratio laid down in the authority reported in **2019 (4) CTC 2019** in the case of ***Pramod Kumar and another vs. Zalak Singh and others***, wherein the Apex Court held as follows :-

“Code of Civil Procedure, 1908 (5 of 1908), Order 2, Rule 2 – Bar under Order 2 Rule 2 – When applicable – Cause of action – what constitutes – Two separate suits filed challenging two Sale Deeds executed by predecessor-in-interest – Factual matrix for both suits identical – Limitation period for suits differ – Whether 2nd suit barred under Order 2, Rule 2 – Held, principle underlying Order 2, Rule 2 is no man can be vexed twice over same cause of action – Mere fact that different limitation period arises for two alienations cannot affect bar under Order 2, Rule 2 – cause of action is legal basis/factual matrix premised on which plaintiff seeks decree – pleadings in both suits being identical, Plaintiff ought to have included relief to set aside 2nd sale deed also in earlier suit – Law does not compel litigants to combine one or more cause of action in Suit – Embargo in Order 2, Rule 2



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arises only if claim omitted or relinquished and reliefs omitted and not claimed, arise from one cause of action – Order 2, Rule 2 not applicable if more than one cause of action exists – On same cause of action, Plaintiffs have omitted to sue in respect of 2nd sale deed, bar under Order 2, Rule 2 applicable. - Appeal allowed.”

Thus, in all aspects, the plaintiff has no locus standi to proceed with the trial as he already waived the relief of specific performance. Therefore, the findings of trial judge in I.A.No. 10 of 2023 in O.S.No.2169 of 2019 is set aside and application is ordered to be allowed. Accordingly, the plaint is ordered to be rejected. Accordingly, this Civil Revision Petition is allowed. No costs. Consequently, the connected Civil Miscellaneous Petition is closed.

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To

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Pre-delivery order in
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