



A.No.3938 of 2022
in C.S.No.230 of 2021

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N.SATHISH KUMAR, J.

This application has been filed to amend the pleadings and also the prayer introducing the prayer seeking declaration to cancel the sale deed said to have been executed by the first defendant in favour of the second defendant.

2. The entire case of the plaintiff itself is to the effect that he was tenant under the first defendant in respect of the suit schedule property on a monthly rent at Rs.8,103/-, however, during the existence of the tenancy, the first defendant has offered to sell the properties for a total consideration of Rs.1,12,00,000/-. According to the plaintiff, the said arrangement was only an oral agreement, the same has not been reduced in writing. The advance amount paid to the tenancy agreement has been adjusted towards the advance sale consideration. Therefore, the plaintiff laid a suit against the defendants. Though the second defendant is made as a party, the relief is sought only against the first defendant to execute the sale deed. Now, the amendment is sought for a direction to the second defendant also to execute



the sale deed in the prayer column but also seeking to set aside the sale deed in favour of the second defendant.

3. The amendment has been objected by the respondents by filing counter. According to the respondents, the suit itself is falsely laid only in order to squat over the property and to resist the possession in favour of the second defendant. Hence, opposed the amendment.

4. At the very foundation, the plaintiff case is based on the oral agreement which has to be proved in the manner known to law. Mere amending the plaint, seeking relief against this defendant, this Court is of the view that the same will not prejudice the rights of the defendants. The defendants can very well non suit the plaintiff taking note of the nature and the pleadings of the plaint. Though this Court is unable to countenance the submissions of the plaintiff as to the oral agreement for the simple reason that having entered the proper lease deed, it is highly improbable to contend that there is no agreement for such huge transaction. Be that as it may, this aspect can be gone into during trial only.



5. Such view of the matter, the application is allowed and the Registry is directed to carry out the necessary amendments and the plaintiff shall file the amended plaint copy. The copy of the amended plaint copy be served in advance to the defendants and the defendants are permitted to file additional written statement, if any. In the meanwhile, the plaintiff is directed to deposit the entire arrears of rent from April 2021 to till date to the credit of this suit on or before 23.01.2024 and continue to pay the admitted rent till the disposal of the suit.

6. Post on 24.01.2024 for compliance.

03.01.2024

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