



Application No.4906 of 2024

Dr.G.JAYACHANDRAN, J.

This suit is filed for recovery of money based on the memorandum of agreement dated 05.04.2022 in which apparently the plaintiff is not a party or signatory. While so, the suit is laid against six persons, out of which respondents/defendants 3, 5 & 6 are residing outside the territorial jurisdiction of this Court and therefore, leave to sue is sought.

2. The 1st defendant has filed application opposing the application on the ground that there is no privity of contract between the plaintiff and the defendants. The suit is laid without any cause of action for the plaintiff who seek for recovery of money.

3. As far as the plea to grant leave to sue the defendants 3, 5 & 6 concerned terming them as a formal party is only to get a collusive decree against the 1st defendant under the guise of terming them as a formal party.



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4. This Court, after going through the plaint and the counter filed, though this application is only for grant of leave, the very foundation to lay a suit does not appear to be available in this case in favour of the plaintiff. The cause of action in the plaint reads as below:-

“The plaintiff submits that the cause of action for the present suit arose at Chennai within the jurisdiction of this Hon'ble Court, where the 1st defendant resides in Anna Nagar, where the plaintiff has met the 1st defendant and the other members of the group for the purpose of discussion in Anna Nagar, where the plaintiff resides, where the plaintiff was directed to visit the Police Station and to collect records, where the plaintiff was directed to visit the advocates who are engaged by the 4th defendant, where the plaintiff attended various meetings with the parties to explore settlement possibilities, where the cheques issued by the 1st defendant to the plaintiff were deposited by the plaintiff with their Bankers HDFC Bank, Perambur Branch, where the memorandum of agreement dated 05.04.2022 was entered between the various parties and consequently within the jurisdiction of this Hon'ble Court.”



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5. There is no document to correlate with the alleged cause of action with the plaintiff except his claim that he was accompanying the parties during the negotiation.

6. The Learned Counsel for the plaintiff draw the attention of this Court towards the statement of account of the plaintiff wherein there is a debit entry in the account of the plaintiff indicating the 1st defendant had paid him Rs.5 lakhs. This cannot be a cause of action to file a suit against the 1st defendant for recovery of Rs.2,30,00,000/- while the document relied by the plaintiff himself indicates it was the 1st defendant, who paid him Rs.5 lakhs on the said date.

Hence, application for leave to sue is dismissed.

12.11.2024

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Note: Registry is directed to return the plaint.



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