



C.R.P.No.366 of 2025

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IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated :07.04.2025

Coram:

THE HONOURABLE Ms. JUSTICE P.T.ASHA

C.R.P.(PD)No.366 of 2025

and

C.M.P.No.2202 of 2025

Palaniappan, aged 57 years,
S/o Muthusamy Gounder,
11/4, Kudi Theru, Samaya Sangili Post,
Kumarapalayam Taluk,
Namakkal District.

.. Petitioner/Petitioner/Plaintiff

/versus/

Kumaraswamy, aged 46 years,
S/o Thangavel,
Old Number 1/60B, New Number 1/125/1
Malappalayam,
T.Goundamapalayam Village,
Kaadachanallur Village,
Tiruchengode Taluk,
Namakkal District.

..Respondent/Respondent/Defendant

Civil Revision Petition has been filed under Article 227 of Constitution of India praying to set aside the fair and final order dated 04.11.2024 made in I.A.No.3 of 2023 in O.S.No.41 of 2016 passed by the Principal Sub Court, Tiruchengode.



C.R.P.No.366 of 2025

WEB COPY

For Petitioner :Mr.B.Jawahar

For Respondent :Not ready in notice
Private notice sole respondent served

ORDER

Challenging the order dismissing the plaintiff's application to file a reply statement, the plaintiff is before this Court.

2. The parties are being referred to in the same ranking as before the trial Court for ease of understanding.

3. The facts are as follows:-

The plaintiff had filed a suit in O.S.No.41 of 2016 before the Principal Sub Court, Tiruchengode seeking specific performance of the contract based on the sale agreement dated 11.03.2024 or an alternative relief for the return of the advance amount of Rs.2,00,000/-.



C.R.P.No.366 of 2025

WEB COPY

4. The contention of the plaintiff is that the defendant entered into an agreement of sale with the plaintiff in respect of the suit property. The total sale consideration was fixed at Rs.2,25,000/- out of which Rs.2,00,000/- was paid as advance. For the payment of the balance amount, a period of two years was fixed (i.e.) the agreement was to have been performed on or before 10.03.2016. The plaintiff submitted that he is always ready and willing to perform his part of contract. However, the defendant had evaded performing his part of contract for one reason or the other. On 08.02.2016, the plaintiff issued a legal notice expressing his readiness and willingness to perform his part of contract in respect of the suit property and though the notice was served on the defendant, the defendant neither sent a reply nor complied with the demand. Therefore, the plaintiff has come forward with the suit in question.

5.The defendant had filed a written statement *inter alia* denying the allegations contained in the plaint. He would submit that on 11.03.2014, he had borrowed a sum of Rs.2,00,000/- from the plaintiff for meeting certain



C.R.P.No.366 of 2025

WEB COPY

family commitments. As security for the said loan, an agreement of sale had been executed and it was agreed that the same should not be enforced. However, the plaintiff is now attempting to take advantage of the execution of the agreement of sale. The defendant further submitted that as of the year 2014, the market value of the property was Rs.5,00,000/- and by no stretch of imagination would the defendant have agreed to sell the property for a sum of Rs.2,25,000/-. That apart, the very fact that a period of two years was fixed for paying the balance amount of Rs.25,000/-, itself proves that the document was intended only as security.

6.It appears that after the plaintiff had entered the witness box as PW-1 and filed his proof affidavit, the defendant filed I.A.No.1 of 2022 to receive additional written statement and the said application was allowed and the additional written statement was taken on file. Thereafter, the plaintiff/petitioner had filed I.A.No.3 of 2023 seeking permission to file a reply statement. This application was dismissed by the learned Principal Subordinate Judge, Tiruchengode, stating that this was nothing but a



C.R.P.No.366 of 2025

WEB COPY

dilatory tactics. This order is challenged by the petitioner.

7. Private notice which has been issued to the respondent had been served and however, he has not chosen to appear either in person or through a counsel.

8. Heard the learned counsel for the petitioner and perused the material available on record.

9. From perusing the records, it is seen that the defendant had taken out an application for receiving the additional written statement in I.A.No.1 of 2022 and the same was allowed by an order of the Court dated 16.08.2022. Additional issues were also framed. The Court did not grant an opportunity to the plaintiff/petitioner to file a reply statement, after the additional written statement was filed. Therefore, since the defendant had raised certain new facts, there was a necessity to file a reply statement and therefore, on 14.01.2023, the plaintiff has filed I.A.No.3 of 2023 to receive



C.R.P.No.366 of 2025

WEB COPY

the reply statement. The plaintiff has taken out this application without any delay. The reason for rejecting the application, therefore, is without any merit. The defendant has chosen to file the application for receiving the additional written statement only after the chief examination of PW-1. Therefore, it would be, in the interest of justice, that the plaintiff is permitted to file reply statement and accordingly, this Civil Revision Petition is allowed and the order dated 04.11.2024 made in I.A.No.3 of 2023 in O.S.No.41 of 2016 passed by the learned Principal Sub Court, Tiruchengode, is hereby set aside. Consequently, connected Miscellaneous Petition is closed. No costs.

07.04.2025

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Index:yes/no

Speaking order/non speaking order

Neutral citation:yes/no

To

The Principal Sub Juge, Tiruchengode.



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C.R.P.No.366 of 2025

P.T.ASHA,J.

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