



C.R.P.(PD)No.469 of 2025

0IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 13.02.2025

CORAM:

THE HONOURABLE Ms. JUSTICE **P.T.ASHA**

C.R.P.(PD)No.469 of 2025

and

C.M.P.No.2786 of 2025

K.Ravi

...Petitioner

-Vs-

1.K.Loganathan

2.L.Manonmani

3.L.Ramprabhu

... Respondents

Prayer: Civil Revision petition filed under Article 227 of the Constitution of India, to call for the records and set aside the order dated 11.12.2024 passed in I.A.No.4 of 2023 in O.S.No.957 of 2022 by the I Additional District Judge, Coimbatore.

For Petitioner

: Mr.V.S.Senthilkumar

ORDER

Challenging the order allowing the defendants to file an additional written statement, the petitioner/plaintiff is before this Court.



C.R.P.(PD)No.469 of 2025

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2. The parties are referred to in the same rank as before the trial Court.

3. The facts are set out below:

The plaintiff filed a suit in O.S. No. 957 of 2022 on the file of the I Additional District Court, Coimbatore, against the defendants to recover a sum of Rs. 54,67,201/- with subsequent interest at 12% per annum on Rs. 50 lakhs until its realization.

4. The plaintiff's case is that the defendants entered into an agreement of sale dated 18.03.2021 with the plaintiff for the sale of the scheduled property. The sale price was fixed at Rs. 5,50,000/- per cent, amounting to a total of Rs. 1,98,00,000/-. The plaintiff asserts that various payments were made, totaling Rs. 50 lakhs.

5. The plaintiff submits that time was not the essence of the contract. Meanwhile, the plaintiff discovered that there was a dispute regarding the scheduled property. Upon further examination of the title, he found that the defendants did not have a clear title to the entire



C.R.P.(PD)No.469 of 2025

30 cents. Consequently, he requested the defendants to execute a sale deed for 18 1/2 cents, which the defendants refused. Since the request was not complied with, the plaintiff issued a notice calling upon the defendants either to execute a sale deed or to return the advance amount. As neither was done, the plaintiff filed the suit.

6. The defendants initially filed a written statement admitting the execution of the sale agreement and acknowledging receipt of Rs. 10 lakhs before the execution of the agreement. However, they denied receiving the balance amount of Rs. 40 lakhs, which the plaintiff claimed to have paid over a period of time.

7. The defendants contend that time was always the essence of the contract. They further deny the plaintiff's assertion that there were issues concerning the title to the property. According to the defendants, the plaintiff entered into the agreement only after verifying the title documents, encumbrance certificate, and revenue records and was satisfied with the title to the 36 cents of land, of which 26 1/2 cents belonged to the defendants and their brother, Rangaraj. The plaintiff then



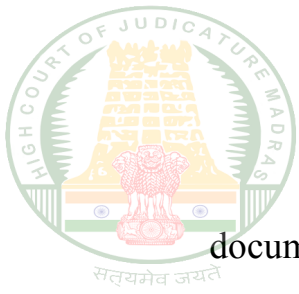
C.R.P.(PD)No.469 of 2025

offered to purchase the land at Rs. 5,50,000/- per cent.

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8. Denying the various allegations in the plaint, the defendants assert that a sum of Rs. 16,18,750/- was due from the plaintiff to the first defendant's brother, Rangaraj, who had executed a sale deed for 26 1/2 cents for a total consideration of Rs. 68,75,000/-. However, the plaintiff had only paid Rs. 12,56,750/- under the sale deed dated 19.11.2021. The plaintiff had issued two post-dated cheques for Rs. 40 lakhs in favor of the defendants, and an amount of Rs. 16,18,750/- remained payable for the 12 1/2 cents. After adjusting the advance amount of Rs. 10 lakhs under the sale agreement dated 18.03.2021, the unpaid amount for the 12 1/2 cents remained outstanding.

9. Just before the commencement of the trial, the defendants filed a petition to submit an additional written statement with subsequent pleadings. In the affidavit filed in support of the petition, the defendants stated that certain subsequent events had occurred after the filing of the suit, which needed to be brought to the court's attention. Therefore, they sought to file the additional written statement along with supporting



C.R.P.(PD)No.469 of 2025

documents.

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10. The learned I Additional District Judge, Coimbatore, allowed the application despite strong opposition from the plaintiff. Aggrieved by this order, the plaintiff has filed the present revision petition.

11. Heard Mr. V.S. Senthilkumar, learned counsel for the petitioner, for admission.

12. The records indicate that the trial has not yet commenced. The defendant has made a counterclaim in the additional written statement, and it is open to the plaintiff to file a reply statement and challenge the contentions raised in the additional written statement during the trial.

13. The acceptance of the additional written statement does not imply that the defendant's claims have been accepted; they must still be proved by the defendant. The plaintiff is not prejudiced by the additional written statement being taken on file. Therefore, the order passed by the learned I Additional District Judge, Coimbatore, is appropriate, and



C.R.P.(PD)No.469 of 2025

I find no reason to interfere.

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14. Accordingly, this Civil Revision Petition is dismissed.

No costs. Consequently, the connected C.M.P. is closed.

13.02.2025

nvi

Internet: Yes

Index : Yes/No

Speaking/Non Speaking order

To

The I Additional District Judge, Coimbatore.



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C.R.P.(PD)No.469 of 2025

P.T.ASHA,J.,

nvi

C.R.P.(PD)No.469 of 2025 and
C.M.P.No.2786 of 2025



WEB COPY



C.R.P.(PD)No.469 of 2025

13.02.2025