



C.R.P.No.6344 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 15.12.2025

CORAM

THE HONOURABLE MR.JUSTICE S.SOUNTHAR

C.R.P.No.6344 of 2025
and C.M.P.No.31463 of 2025

1.D.Suresh
2.D.Nethaji

... Petitioners

vs.

1.V.Mohan Kumar
2.S.Muthusamy
3.Azhagarsamy

... Respondents

PRAYER: Civil Revision Petition is filed under Article 227 of the Constitution of India, to call for the records pertaining to the fair and decreetal order dated 17.07.2025 passed in I.A.No.3 of 2024 in O.S.No.529 of 2024 on the file of the Additional Sessions Judge, Mahila Court, Chengalpattu and set aside the same and allow the application for rejection of plaint.

For Petitioner : Mr.A.Ramalingam

ORDER

The Civil Revision Petition is filed challenging the order passed by the trial Court dismissing the application filed by the petitioners/defendants seeking rejection of the plaint.



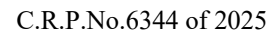
2. The respondents herein filed a suit seeking specific performance of the agreement dated 20.08.2015, entered between the petitioners and the respondents. The prayer in the suit reads as follows:

“a. Directing the defendants 1 and 2 to perform their legal obligation specifically in compliance of the agreement of sale, dated 20.08.2015 entered between the plaintiff and the defendants in respect of the suit property and execute the sale deed in the name of the plaintiff by the defendants 1 and 2.”

3. The petitioners filed an application under Order VII Rule 11 of CPC, seeking rejection of the plaint on the ground of limitation and failure of cause of action. The said application was dismissed by the trial Court. Aggrieved by the same, the petitioners have come before this Court.

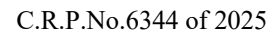
4. The learned counsel appearing for the petitioners raised the following points in support of his prayer for rejection of plaint:

(i) The suit agreement was dated 20.08.2015 and as per the terms of the agreement, the plaintiffs agreed to pay the entire sale consideration within a period of three months from the date of commencement of sale of the plots. After forming layout of the premises and as per the plaint document No.4, the first sale was effected on 14.03.2016 and the instant suit was filed only on 25.07.2024 and therefore, the suit is barred by limitation.

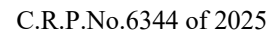


(iii) Thirdly, he submitted that the suit agreement was not registered as per Section 3 of the Real Estate (Regulation and Development) Act 2016 and therefore, the suit is barred.

6. It is settled law, as far as the sale agreement of the immovable property is concerned, the time is an essence of the contract. Though three months period from the date of first sale was fixed as time for performance, the defendants received payments long thereafter. Therefore, *prima facie*, it appears, parties never treated time as a essence of contract. Whether time is treated as essence of contract or not is a question of fact. In such circumstances, the objections raised by the defendants on the ground of limitation cannot be accepted at this stage. The question of limitation in this case is a mixed question of law and fact and therefore, the same can be



9. As far as the contention regarding Section 3 of the Real Estate (Regulation and Development) Act 2016, is concerned, the said provision prohibits promoter from advertisement, marketing or selling the plots



10. I do not find any error in the impugned order passed by the trial Court. Accordingly, the Civil Revision Petition stands dismissed. No costs. Consequently, the connected civil miscellaneous petition is closed.

15.12.2025

Index : Yes / No
 Speaking order : Yes / No
 Neutral Citation : Yes / No
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S.SOUNTHAR, J.

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To

The Additional Session Judge,
Mahila Court, Chengalpattu.

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