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C.R.P.No. 92 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated : 04.02.2025

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THE HONOURABLE Ms. JUSTICE P.T. ASHA

C.R.P.No. 92 of 2025

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C.M.P.No. 805 of 2025

Monique

...Petitioner

Vs.

Narayanan

...Respondent

Prayer: Civil Revision Petition is filed under Article 227 of the Constitution of India, to set aside the order dated 27.02.2024 passed by the III Additional District Judge, Puducherry in IA.No.1056 of 2023 in OS.No.143 of 2018 and consequently allow the IA.No.1056 of 2023 in OS.No.143 of 2018.



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C.R.P.No. 92 of 2023

For Petitioner : Mr. T.Saikrishnan

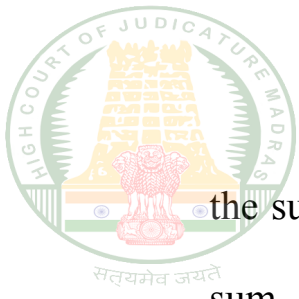
ORDER

The defendant in a suit O.S.No.143 of 2018 has filed this civil revision petition challenging the dismissal of her application in I.A.No.1056 of 2023 in O.S.No.143 of 2018, on the file of the III Additional District Judge, Puducherry.

2. The facts are briefly set out herein below.

3. The respondent had filed the suit O.S.No.143 of 2018 on the file of the III Additional District Judge, Puducherry for specific performance of an agreement dated 13.02.2014, to execute the sale deed after receiving the balance sale consideration of Rs.3,00,000/-, or in the alternative to refund the advance of Rs.7,78,667/- with interest at the rate of 12% per annum.

4. The plaintiff's case is that the defendant who is the owner of



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the suit property had agreed to sell the property to the petitioner for a sum of Rs.8,00,000/- The sale agreement dated 12.02.2014 was registered on the file of the Sub Registrar, Puducherry. Even at the time of executing the sale agreement the plaintiff had paid the entire sale consideration to the defendant. Since the defendant had not come forward to execute the sale deed the plaintiff had come forward with the suit in question.

5. The written statement was originally filed by the defendant denying the execution of the agreement and the receipt of the money. Thereafter, the defendant would contend that the defendant's husband was friend of the plaintiff and he had handed over the property documents to the plaintiff. It was her further case, that the plaintiff had approached the defendant stating that he would dispose of the property at a reasonable rate and thereafter it appears that the plaintiff has created a fake sale agreement.

6. The defendant would submit that these documents have now



C.R.P.No. 92 of 2022

been misused to create the agreement of sale. Subsequently, it appears that the defendant had taken out an application in I.A.No.835 of 2021 to amend the written statement. This application was dismissed as against which the petitioner preferred C.R.P.No.4194 of 2022. By order dated 06.02.2023, the learned Judge dismissed the Civil Revision Petition.

7. Having unsuccessfully contested an application for amending the written statement, the very same ingredients are sought to be introduced through the additional written statement. This application seeking leave to file additional written statement in I.A.No.1056 of 2023 was dismissed by the learned III Additional District Judge, Puducherry by order dated 27.02.2024. Against which the petitioner is before this Court.

8. From a perusal of the order dated 14.07.2022 passed in I.A.No.835 of 2021 (application filed by the defendant for amendment), the defendant had contended that her husband was eking out his



livelihood as Auto rickshaw driver and the income was very meager.

In order to meet their day to day expenses, he used to borrow often.

The borrowal was in all to the tune of Rs.5,00,000/- from the plaintiff.

To secure the repayment the sale agreement was entered into as a security.

9. It was further contended that the plaintiff had obtained a registered power of attorney dated 21.11.2011 from the defendant to deal with the property. The plaintiff had taken the defendant and her husband to the Registrar Office stating that for the debt of Rs.5,00,000/-, he is going to take a registered mortgage deed in respect of the suit property believing this the document was executed by the defendant and attested by her husband.

10. Taking advantage of their semi literacy the plaintiff asked them to put their signatures in the written documents. Therefore, the defendant had taken a plea that the agreement of sale was not enforceable as it was taken only to secure a hand loan. This application



C.R.P.No. 92 of 2025

came to be dismissed. The learned Judge opined that the parties cannot improve their case after commencement of the Trial.

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11. Now in the guise of additional written statement the very same contents taken in the amendment petition has been raised so what the defendant could not achieve through amendment application is sought to be re-introduced in the guise of an additional written statement. The application has been rightly rejected by the Trial Court. This Court is also inclined to agree with the order passed by the III Additional District Judge, Puducherry.

12. The Civil Revision Petition is dismissed. Consequently, the connected miscellaneous petition is closed. No costs.

04.02.2025

Index : Yes/No
Internet : Yes/No

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C.R.P.No. 92 of 2023

To

The III Additional District Judge,
Puducherry.

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P.T. ASHA, J.



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C.R.P.No. 92 of 2025

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C.R.P.No. 92 of 2025

04.02.2025