



A NO. 1158 of 2025 in C.S.No.242 of 2024
IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: **08-04-2025**

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THE HONOURABLE MR JUSTICE K.KUMARESH BABU

A NO. 1158 of 2025 in C.S.No.242 of 2024

Dhanvantra Healthcare Private Ltd
Having their registered office at NH 45, Trichy
Chennai National Highway, Next to Samayapuram
Toll Plaza, Samayapuram Post. Trichy 621 112.

Applicant(s)

Vs

1. Asiamed Hospital Private Ltd
Represented by its Authorized Signatory Dr.Madan
Mohan, Flat 101, Entco Govardhan, Apartment, 3rd
Avenue, Indira Nagar, Chennai 600 020. and 3
Others

Respondent(s)

For Applicant:

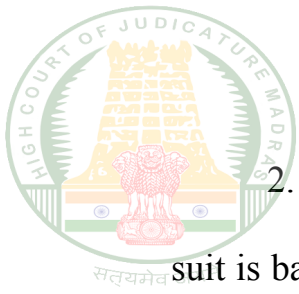
M/s.S.Ramachandran

For Respondents:

Mr.K.R.Ramesh Kumar
For R.1

ORDER

The present application has been taken out to delete the applicant, who has been arrayed as 4th defendant in C.S.No.242 of 2024, as he is not necessary party to the suit.



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2. Learned counsel for the applicant would contend that the claim in the suit is based upon the payments made by the plaintiffs to the defendants 1 to 3 pursuant to a memorandum of understanding for sale of a property, of which, he is the subsequent purchaser. Therefore, utmost, he cannot held liable for payment of money and any relief that could be claimed is only against the defendants 1 and 3 and therefore, he is not proper and necessary party.

3. Countering his argument, the learned counsel appearing for the first respondent/plaintiff would contend that the plaintiff have entered into an agreement of sale through a Memorandum of Understanding with the defendants 1 to 3 and since they did not honour the said Memorandum of Understanding, the plaintiff has sought for return of money that has been paid by him as part sale consideration. He would rely upon the judgment of the Hon'ble Apex Court in the case of **VIDEOCON PROPERTIES LTD vs Dr.BHALACHANDRA LABORATORIES AND OTHERS** reported in **(2004) 3 SCC 711**, that with regard to such money paid as advance/part sale consideration, a charge is being created on the property not only on such part sale consideration, but also on the interest that is liable to be paid by the vendor of the property and therefore, he would submit that the applicant/4th defendant, being the subsequent purchaser of the property would also be a



proper and necessary party as a charge is created over the said property.

Therefore, learned counsel prays for dismissal of the application.

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4. Heard both sides and perused the materials available on record.

5. It is the claim of the plaintiff that the suit was filed for recovery of money paid as part sale consideration pursuant to a Memorandum of Understanding that he had entered with the defendants 1 and 3. As rightly pointed out by the learned counsel for the first respondent/plaintiff, the Hon'ble Apex Court has held that such an amount paid will have a charge over the property not only for the principal paid, but also the interest that enures upon such principal. If the contention of the applicant is accepted and he is deleted from the array of the parties and if the judgment and decree is passed in favour of the plaintiff and in his attempt to execute the judgment and decree, if the property of which a charge has been created is sought to be attached, then, it will only lead to multiplicity of proceedings, where the applicant/fourth defendant would take further application under the protection of Order 21 of Civil Procedure Code.



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K.KUMARESH BABU.J.,

sr

6. In such view of the matter, this Court is of the view that the applicant/4th defendant is a proper and necessary party of the suit in C.S.No.242 of 2024.

7. In view of the aforesaid reasonings and findings reasons, the application stands dismissed.

08-04-2025

To

1. Asiamed Hospital Private Ltd
Represented by its Authorized Signatory Dr.Madan
Mohan, Flat 101, Entco Govardhan, Apartment, 3rd
Avenue, Indira Nagar, Chennai 600 020.

2. Ferdous Hotels Private Ltd And 3 Others
No.286, T.T.K.Road, Alwarpet, Chennai 600 018.

3. Mr.Ershad Ahmed
Director M/s.Ferdous Hotels Private Ltd

4. MR.G.NaTARAJAN
Director, M/s.Ferdous Hotels Private Ltd

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