



WEB COPY

A No. 3787 of 2



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 29-01-2026

CORAM

THE HON'BLE MR.JUSTICE P. DHANABAL

A No. 3787 of 2025

in CS NO. 88 OF 2025

Mrs. Kasturi

W/o.V.Munuswamy, No.14/24, Selli Amman
Kovil, 2nd Street, Baasiyam Reddy Colony,
Peravallur, Chennai - 600 082.

..Applicant(s)

Vs

1. Mr. L.A. P. Parthiban and 2 others

S/o.Parthasarathy, No.32, Bajanai Kovil Street,
Chennai - 600 099.

2. The Sub Registrar

Sembium Sub Registrar Office, 340, Paper
Mills Road, Jagannathan Colony, Perambur,
Chennai - 600 011.

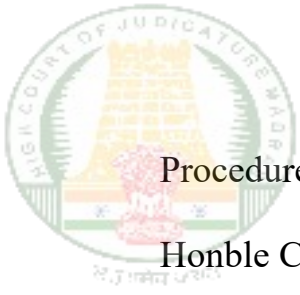
3. The Inspector General of Registration

100, Santhome High Road, Chennai - 600 028.

..Respondent(s)

PRAYER: The application has been filed under Order XIV Rule 8 of Original

Side Rules read with Order VII Rule 11(a) and Section 151 of Code of Civil



Procedure praying to reject the plaint in C.S. NO.88 of 2025, on the file of this Honble Court under Order VII Rule 11(a) of CPC.

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For Applicant(s): M/S.C. Iyyapparaj
G.Paramasivam
R.Raghul
B.Vetrivel
P.Sarveswaran
J.Andrea Anjalin

For Respondent(s):

ORDER

This application has been filed to reject the Plaint.

2. According to the applicant, she is the 1st defendant in the main Suit, which has been filed for the relief of specific performance of contract. The respondent filed the Suit alleging that the Plaintiff / 1st respondent entered into an agreement dated 22.11.2023. Based on the agreement dated 22.11.2023, agreeing to sell the property to the tune of Rs.1,55,00,000/- and on the same day, the 1st defendant received an advance amount of Rs.92 lakhs and therefore, prayed to grant specific performance of contract or alternatively direct the 1st defendant to refund the sum of Rs.92 lakhs along with interest at the rate of 24% p.a. The alleged agreement dated 22.11.2023 and the revised sale agreement dated 09.07.2024, wherein it has been clearly stated that the earlier



agreement dated 22.11.2023 expired after 6 months and thereafter, a new agreement was being entered into. Once a fresh contract is executed in supersession of the earlier one, the earlier agreement ceases to have legal effect and cannot be enforced. Even in the pre-suit notice, the Plaintiff himself has referred to this new alleged agreement as 17.07.2024. Therefore, there is inconsistency in his pleadings. In the absence of a clear plea and prayer based on the revised agreement, the Suit for specific performance of the superseded agreement dated 22.11.2023 is not maintainable and the Plaint is liable to be rejected for want of cause of action and for suppression of material facts. As per the Plaint documents, based on the agreement dated 22.11.2023, the same shall be superseded by the fresh agreement dated 09.07.2024. There is no cause of action for the Suit and the Suit is bad for non-joinder of necessary party and for non-impleadment of one Hema Kalaivani. Therefore, the Suit is liable to be rejected.

3. The 1st respondent filed a counter alleging that the application filed by the applicant for rejection of Plaint is misconceived. There are no grounds to attract Order VII Rule 11 of Code of Civil Procedure. The applicant / 1st defendant had executed a written agreement dated 22.11.2023 agreeing for sale consideration of Rs.1,55,00,000/- and on 28. 02.2024, he made endorsement for the receipt of money. The Plaintiff has pleaded the cause of action and no any suppression of material facts. The grounds raised by the applicant with



agreement dated 22.11.2023 stood expired and was superseded by a fresh contract, is a disputed question of fact and the same can be adjudicated through trial. Therefore, there are no grounds to attract the provisions of Order VII Rule 11 of Code of Civil Procedure. Therefore, the application is liable to be dismissed.

4. This Court heard both sides and perused the entire materials available on record.

5. This application has been filed by the applicant / 1st defendant to reject the Plaint on the ground that there is no cause of action for the Suit. According to the Plaint averments, there are pleadings about the cause of action and as per the Plaint, the cause of action arose at Peravallur Village, Chennai, where the Suit property is situated. It is well settled law that the Plaint can be rejected, if the Plaint does not disclose the cause of action, whereas in this case, the cause of action is pleaded, then it has to be decided through trial that whether it is true or not. According to the applicant / 1st defendant, the Plaintiff has filed the Suit by suppressing the material facts. While so, the suppression of facts is a matter of trial. Since the Suit disclose cause of action and there are pleadings in respect of cause of action, the application filed for rejection of Plaint cannot be considered at this stage and it needs elaborate trial. Therefore, this application has no merits and deserves to be dismissed.



6. Accordingly, the application is *dismissed*.

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Index: Yes/No

Speaking/Non-speaking order

Neutral Citation: Yes/No

MJS

To

1. The Sub Registrar
Sembium Sub Registrar Office, 340, Paper Mills Road, Jagannathan Colony,
Perambur, Chennai - 600 011.
2. The Inspector General of Registration
100, Santhome High Road, Chennai - 600 028.



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P.DHANABAL, J.

MJS

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