



WEB COPY

CRP No. 980 of 2



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 27-02-2026

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THE HON'BLE MR.JUSTICE S. SOUNTHAR

**CRP No. 980 of 2026 and
CMP.No.5274 of 2026**

N. Doraikannan

..Petitioner(s)

Vs

1. C.G. Platina Owners Association
Rep. by its President S. Athisamy,
No.18, 3rd Street, Vinayagapuram,
Arumbakkam,
Chennai - 106.
2. Casagrand Builder Pvt Ltd.,
Formerly M/s Casa Grande Pvt Ltd.,
NPL Devi, 5th Floor,
N.No.111, O.No.59, LB Road,
Thiruvanmiyur,
Chennai 41.

..Respondent(s)

PRAYER: Civil Revision Petition is filed under Article 227 of Constitution of India praying to set aside the Judgement and decree dated 01.08.2025 passed in IA No.5 of 2021 in OS No.3381/2020 on the file of the III Additional City Civil Court, Chennai.

For Petitioner(s): M/s.V.Balakrishnan

For Respondent(s): Mr.S. Arunkumar

ORDER

The civil revision petition is filed challenging the order passed by the trial court dismissing the application filed by the petitioner/1st defendant seeking rejection of the plaint.



2. The first respondent herein/plaintiff filed a suit seeking direction to the petitioner herein to pay a sum of Rs.17,30,100/- (rupees seventeen lakhs thirty thousand and hundred only) towards Corpus Fund, Monthly Maintenance Charges, default fees, etc., due from March 2017 to 31.01.2020 in respect of the flats belonging to the petitioner in Schedule-A property which are morefully described as Schedule-B property. The first respondent also sought for mandatory injunction directing the petitioner and the second respondent to hand over the title deed documents described in Schedule-C to the suit property.

3. It is an admitted fact that the petitioner herein, who was the owner of the site, entered into a development agreement with the second respondent for the purpose of construction of 26 flats. As per the development agreement, the second respondent/2nd defendant was given right to sell 12 flats and 14 flats have to be handed over to the petitioner/1st defendant towards his share. After the completion of the project by the second respondent, the petitioner herein sold three flats allotted to him through second respondent. Therefore, 11 flats were handed over to the petitioner/1st defendant as on October 2016. However, the petitioner/1st defendant failed to pay monthly maintenance to the first respondent association in respect of the flats under his control. It is further stated by the first respondent association that after completion of the project, there was a closure agreement between the petitioner and the second respondent and as per the same, the petitioner/ 1st defendant and the second respondent/ 2nd defendant were obliged to hand over the title documents and original documents



of the site to the first respondent association. However, the petitioner and the second respondent failed to hand over the same. Therefore, the instant suit has been filed seeking above said reliefs.

4. The petitioner herein, who was arrayed as first defendant in the suit, filed instant application seeking rejection of the plaint on the ground that as per clause 13(17) of Bye-laws association, in case of any dispute between the association and members, the matter should be referred to the decision of the general body and without following the said procedure, the instant suit has been filed. It is further stated that though it was claimed by the first respondent association that 11 flats were handed over to the petitioner as per the closure agreement dated 12.10.2016, only 8 flats were handed over and hence, the first respondent association has no cause of action to demand maintenance and other charges for 11 flats.

5. The trial court was not convinced with the points raised by the petitioner and dismissed the application seeking rejection of the plaint and aggrieved by the same, the petitioner/ 1st defendant has come before this court.

6. The learned counsel for the petitioner would contend that 2nd respondent handed over only 8 flats to the petitioner and therefore, the suit filed by the first respondent association seeking recovery of monthly maintenance and other charges in respect of 11 flats is not tenable in law. He further submitted that the first respondent association was formed only during February 2018 and therefore, the plaint prayer for recovery of amount from March 2017



is not maintainable. He further submitted that as per clause 13(17) of Bye-laws, the suit filed by the first respondent association, without referring the matter to the general body of the association, is not maintainable.

7. As far as the first contention of the petitioner is concerned, whether the 2nd respondent handed over 11 flats or 8 flats to the petitioner is a disputed question of fact which requires interference. Therefore, the same cannot be decided at the stage of petition for rejection of the plaint. Further, the instant application has been filed for recovery of charges due in respect of 11 flats. Even assuming the second respondent handed over only 8 flats and the plaintiff was not entitled to maintain a suit in respect of the alleged 3 flats, we cannot reject the entire plaint.

8. As per the plaint prayer, the 1st respondent association seeks recovery of charges in respect of arrears from March 2017 to January 2020. It was vehemently contended by the learned counsel for the petitioner that the first respondent association was formed only in February 2018. Therefore, the prayer for recovery of amount from March 2017 is not maintainable. Merely because the suit prayer is not maintainable in respect of portion of the period for which the recovery is sought for, we cannot reject the entire plaint. Therefore, the said submission is also rejected.

9. As far as the availability of alternative remedy as per Clause 13(17) of Bye-laws is concerned, the trial court, in the impugned order, observed that the first respondent association produced the extract of the minutes before the court



to prove that the matter was deliberated upon in the General Body meeting on 28.10.2018. Therefore, the petitioner has not made out any case for rejection of

the plaint based on the averments found in the plaint and the plaint documents.

The issues raised by the petitioner have to be decided based on the evidence to be let in by the respective parties at the time of final disposal. Therefore, I do

not find any serious error in the impugned order passed by the trial court.

Accordingly, the civil revision petition stands dismissed. Consequently, the connected miscellaneous petition is closed. No cost.

27-02-2026

Index: Yes/No

Speaking/Non-speaking order

Neutral Citation: Yes/No

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To

The III Additional City Civil Court, Chennai.



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S.SOUNTHAR, J.

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