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IN THE HIGH COURT OF JUDICATURE AT MADRAS

Reserved on: 12-11-2026	Delivered on: 17-11-2026

CORAM

THE HON'BLE MR JUSTICE N. ANAND VENKATESH

Civil Revision Petition No.5290 of 2026
& CMP.Nos.22993 & 26950 of 2026

CNR:{HCMA011810282026}

Case QR

P.Srinivasan
S/o. P.Padmanabhan,
No.11, Thiru.Vi.Ka. 3rd Street,
Mylapore, Chennai 600 004.

...Petitioner

Vs

1. Sharvika Properties rep.
   by its Managing Partner,
   B.Gopi, S/o. V.Bakthavachalam,
   No.5, Plot No.A and B, II Floor,
   Service Road, Krishna Nagar,
   West Tambaram,
   Chennai 600 045.

2. K.N.Sampath
   S/o. N.V.Narasimman,
   No.1, Ramadoss Street,
   RST Nagar, Old Perungalathur,
   Chennai 600 063.

   Jayashree Ravindran (Deceased)

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3. Swastic Homes, a Partnership
Firm, Rep. by its Partner,
K.Ravichandran,
S/o. M.Kesavan, New No.53,
Singanna Chetty Street,
Chintadripet, Chennai 600 002.

4. M.Ravindran
S/o. K.Mathanagopal,
Flat No.C-12,
Ven Foundation, No.1,
Velammal School Road,
Mogappair, Chennai 600 037.

...Respondents

PETITION under Article 227 of The Constitution of India against the order dated 07.2.2026 passed in I.A.No.5 of 2025 in O.S.No.335 of 2023 on the file of the Principal District Court, Kancheepuram.

For Petitioner: Mr.N.Surya Narayanan

For Respondents: Mr.E.Om Prakash, SC for
Mr.M.S.Rishi for R1

Service awaited for R2

Mr.P.Vishnu Manoharan for R3

Mr.Varun Srinivas for R4

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ORDER

This civil revision petition has been filed under Article 227 of The Constitution of India against the order dated 07.2.2026 passed in I.A.No.5 of 2025 in O.S.No.335 of 2023 on the file of the Principal District Court, Kancheepuram (for short, the Court below) wherein the application filed by the petitioner/D2 under Order VII Rule 11 of the Civil Procedure Code (CPC) seeking to reject the plaint, came to be dismissed.

2. This Court has converted the above revision into one under Section 115 of the CPC.

3. Heard the learned counsel for the petitioner and the respective learned counsel appearing for respondents 1, 3 & 4.

4. This Court has carefully considered the submissions of the learned counsel on either side and perused the materials available on record and more particularly the impugned order.

5. The first respondent, who is the plaintiff, filed the said suit seeking for the relief of specific performance and for other

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consequential reliefs.

6. In the said suit, the petitioner/D2 filed the said application seeking for rejection of the plaint on the ground that there was no cause of action to sustain the said suit against him.

7. However, the Court below, while dealing with the said application, came to the conclusion that there were averments made in the plaint to the effect that there was an oral agreement between the first respondent/plaintiff and the petitioner/D2; that it was supported by the documents filed along with the plaint; and that therefore, the cause of action in the present case involved a bundle of facts, which would be considered only after recording evidence. Ultimately, the Court below dismissed the said application. Aggrieved by that, the above revision has been filed before this Court.

8. The case of the first respondent/plaintiff was as follows:

(i) The suit property originally belonged to the sister of the petitioner/D2 – one Ms.P.Ramalakshmi. She was said to have entered into an oral agreement to sell the suit property to the second

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respondent/D1 in the month of May 2016. On account of that, the second respondent/D1 availed loan and paid the advance sale consideration through the account of the third defendant, who was the power of attorney (PoA) agent of the said Ms.P. Ramalakshmi, to the tune of Rs.95 lakhs. On receipt of the amount, the said Ms.P.Ramalakshmi handed over the original title deed dated 19.10.1960 to the second respondent/D1 and permitted the third defendant, who was the PoA agent, to deal with the suit property.

(ii) The said Ms.P.Ramalakshmi died on 21.5.2018 leaving behind the petitioner/D2 and others as her second class legal heirs to inherit the suit property. The other legal heirs released their respective share in the suit property in favour of the petitioner/D2 to enable completion of the sale process.

(iii) Later, the second respondent/D1 approached the first respondent/plaintiff and offered to sell the suit property for a sum of Rs.9,05,00,000/-. Since the second respondent/D1 did not have any sale agreement from the petitioner/D2 nor the general PoA deed to deal with the suit property, he approached the petitioner/D2 expressing all the facts. The petitioner/D2 admitted the facts and orally agreed and assured to get the necessary sale deed executed in favour of the first respondent/plaintiff in respect of the suit

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property as per the terms agreed to by his sister. He also assured to get a no objection letter from the third defendant.

(iv) In the meantime, it is quite surprising to note that the petitioner/D2, who was represented by the second respondent/D1, was said to have executed a sale agreement even on 16.9.2015 in respect of the suit property for a total sale consideration of Rs.5.50 Crores after receiving the advance amount to the tune of Rs.2 Crores with the understanding that the petitioner/D2 would ultimately execute the sale deed in favour of the first respondent/plaintiff.

(v) Since substantial amounts were paid by the second respondent/D1 to the said Ms.P.Ramalakshmi and he was also possessing the original documents, steps were taken to get the sale deed executed by the petitioner/D2. Subsequently, the second respondent/D1 executed a sale agreement dated 02.3.2021 in favour of the first respondent/plaintiff for a total sale consideration of Rs.9,05,00,000/-. According to the first respondent/plaintiff, the agreement holder/D1 was to be paid Rs.3.90 Crores and the petitioner/D2 was to be paid a sum of Rs.5.15 Crores and in total, a sum of Rs.9.05 Crores was payable in order to get the sale deed executed by the petitioner/D2 in favour of the first respondent/

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plaintiff. A draft sale deed was also shared by the second respondent/D1 on 27.2.2021.

(vi) As orally agreed by all parties, the first respondent/ plaintiff had taken two demand drafts, both dated 28.6.2022, for a total sum of Rs.5 Crores in favour of the petitioner/D2 and they were also shared as photos through whatsapp. The agreement did not get through in spite of the first respondent/plaintiff being ready and willing to pay the balance sale consideration. It was under those circumstances, the said suit was filed before the Court below seeking for the following reliefs:

> *"a. For specific performance of the oral agreement of sale concluded on the last week of February 2021 between the plaintiff and the 2nd defendant and written agreements of sale dated 02.3.2021 and 28.06.2022 between plaintiff and the 2nd defendant's agreement holder - 1st defendant with the consent of 2nd defendant, directing the 2nd defendant to execute and register the deed of sale in favour of the plaintiff in respect of the property more fully described in the schedule herewith for Rs.9,05,00,000/- (Rupees Nine Crores and Five Lakhs Only) within a time to be fixed by this Hon'ble court and consequently direct 1st defendant to sign as confirming party and do all acts necessary to put*

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the plaintiff in full possession of the suit property and on his default, the Court itself may execute the sale deed in favour of the plaintiff conveying the suit property.

b. Directing the 1st Defendant to pay a sum of Rs.5,00,000/- (Rupees Five Lakhs Only) to the Plaintiff that is due to him, with interest at 18% per annum from date of plaint to till realization.

c. Directing the 1st Defendant to pay compensation a sum of Rs.1,00,00,000/- (Rupees One Crore Only) to the Plaintiff for his breach of contract and making loss to him."

9. In the said suit, the petitioner/D2 filed the said application seeking to reject the plaint on the ground that no cause of action had been disclosed, that there was an illusory cause of action sought to be projected by the first respondent/plaintiff without any supporting materials, that there was not even a single material to establish that there was any agreement between the petitioner/D2 and the first respondent/plaintiff and that the entire materials would only establish an agreement between the petitioner/D2 and the second respondent/D1, who was said to be the agreement holder.

10. The learned Senior Counsel appearing on behalf of the first

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respondent/plaintiff submitted that the first respondent/plaintiff made specific averments to the effect that there was an oral agreement between the first respondent/plaintiff and the petitioner/ D2 and to substantiate the same, certain documents were also filed along with the plaint; that therefore, the issue as to whether there was an oral agreement cannot be decided in the application filed for rejection of the plaint; that it requires a full-fledged trial; and that therefore, the impugned order passed by the Court below does not require the interference of this Court.

11. The case, as projected by the first respondent/plaintiff, is as follows :

(a) During May 2016, the sister of the petitioner/D2 – the said Ms.P.Ramalakshmi orally agreed to sell the suit property to the second respondent/D1. A sum of Rs.95 lakhs was said to have been paid to her by the second respondent/D1 through the third defendant, for which, a receipt was given on 08.5.2016. A PoA was also executed by the said Ms.P.Ramalakshmi in favour of the third defendant on 24.5.2017. When approached, the petitioner/D2 was said to have informed the first respondent/plaintiff to only deal with the second respondent/D1. There was a written sale agreement on

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02.3.2021, through which, the second respondent/D1 agreed to sell the suit property to the first respondent/plaintiff for Rs.9.05 Crores, out of which, a sum of Rs.3.90 Crores would be payable to the second respondent/D1 and Rs.5.15 Crores would be payable to the petitioner/D2.

(b) Subsequently, there was a fresh agreement dated 28.6.2022 executed by the second respondent/D1 whereby the amount payable to the petitioner/D2 was changed to Rs.5.25 Crores. The monies due and payable to the second respondent/D1 was paid by the first respondent/plaintiff and the demand drafts were taken in favour of the petitioner/D2 and the photos were shared to the petitioner/D2. Since the petitioner/D2 was not coming forward to execute the sale deed, the said suit came to be filed.

12. The first respondent/plaintiff, in order to substantiate their submissions, filed the documents along with the plaint. The cell phone call conversations records between the first respondent/ plaintiff, the second respondent/D1 and the petitioner/D2 have been filed as doc.Nos.39 & 40. Apart from that, a draft sale deed dated 27.2.2021, which was sated to have been sent by the second respondent/D1 to the first respondent/plaintiff has been filed as doc.No.9. The first respondent/plaintiff is also relying upon doc.No.10

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dated 02.3.2021 in order to establish that there was a sale agreement executed by the second respondent/D1 in favour of the first respondent/plaintiff as agreed by the petitioner/D2 wherein two cheques were issued in favour of the petitioner/D2. The first respondent/plaintiff is also relying upon many other documents to establish that the petitioner/D2 was well within the loop and was aware about the discussions that were taking place between the first respondent/plaintiff and the second respondent/D1.

13. It is not necessary for this Court to analyse each document and render a finding since it will go beyond the scope of enquiry in an application filed for rejection of the plaint.

14. The extent, to which, the first respondent/plaintiff will be able to sustain the reliefs sought for with the available materials and the strength of the documents relied upon, are beyond the scope of consideration in an application filed for rejection of the plaint. Even if this Court finds a semblance of cause of action after going by the averments in the plaint and the documents that were relied upon, this Court has to necessarily relegate the parties for trial and allow the suit to be decided on merits based on the evidence let in by both sides.

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15. The entire issue in the case in hand will boil down to the issue as to whether there was an oral agreement between the first respondent/plaintiff and the petitioner/D2. This issue necessarily involves appreciation of the evidence. At this preliminary stage, the Court is required to confine its examination strictly to the averments made in the plaint and the documents filed along with the plaint and should not venture into the merits or veracity of the claims. The issue regarding execution of the oral agreement is certainly a triable issue and therefore, the said suit cannot be summarily rejected.

16. The Court below properly appreciated these principles and came to the conclusion that there was a specific averment regarding the oral agreement between the first respondent/plaintiff and the petitioner/D2 and certain documents were also relied upon to substantiate the same. Therefore, it cannot be stated that there was no cause of action for filing the said suit. In the considered view of this Court, this finding does not suffer from any perversity or illegality warranting the interference of this Court.

17. In the light of the above discussions, the above civil

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revision petition is dismissed and the impugned order dated 07.2.2026 passed in I.A.No.5 of 2025 in O.S.No.335 of 2023 on the file of the Principal District Court, Kancheepuram is sustained. It is made clear that any observations made or findings rendered by this Court in this order absolutely will not have any bearing while the suit is dealt with by the Court below. No costs. Consequently, the connected CMPs are closed.

17-11-2026

To
The Principal District Court,
Kancheepuram.

RS

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N.ANAND VENKATESH,J

RS

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