

C.R.P.(PD)(MD).No.2484 of 2023

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BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED : 06.08.2025

CORAM:

THE HONOURABLE MR.JUSTICE M.DHANDAPANI

C.R.P.(PD)(MD)No.2484 of 2023

and

C.M.P.(MD)No.12928 of 2023

Ravi @ Ravikumar

...Petitioner

Vs.

Pasumpon

... Respondent

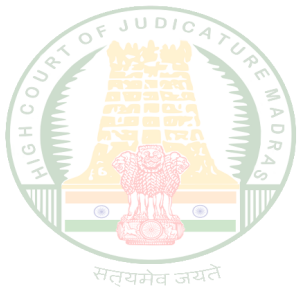
PRAYER: Civil Revision Petition - filed under Article 227 of Constitution of India, to call for the records relating to the impugned fair and decreetal order dated 08.08.2022 and made in I.A.No.227 of 2018 in O.S.No.165 of 2005 on the file of the III Additional Sub Court, Madurai set aside the same.

For Petitioner : Mr.K.Vidhyasagar

For Respondent : Mr.S.Balamohan

ORDER

This Civil Revision Petition is filed challenging the order dated 08.08.2022 and made in I.A.No.227 of 2018 in O.S.No.165 of 2005 on the file of the III Additional Sub Court, Madurai.

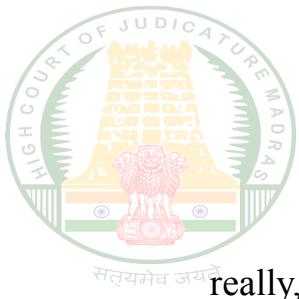


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2.The petitioner is the defendant in the suit in O.S.No.165 of 2025 on the file of the III Additional Sub Court, Madurai filed by the respondent for specific performance. The suit was decreed *ex-parte* on 05.01.2006 as against the petitioner. In the suit, the plaintiff mentioned the address of the petitioner/defendant as “Sakthi Illam, No.6/324, Sakthi Nagar, Athikulam, Madurai”. However, the real address of the petitioner is “Sakthi Illam, No. 6/32, Sakthi Nagar, Athikulam, Madurai”. The *exparte* decree was obtained with the wrong address of the petitioner and summons were also sent to the wrong address. Therefore, the petitioner filed an application to set aside the said *exparte* decree in I.A.No.227 of 2018. The trial Court has dismissed the said application. Challenging the same, the present Civil Revision Petition is filed.

3.The learned counsel for the petitioner submits that the respondent has filed the suit for specific performance as against the petitioner herein stating that petitioner has executed a sale agreement in favour of the respondent and thereafter, the petitioner failed to honour the sale agreement. However, the respondent mentioned the address of the petitioner wrongly in the plaint. If



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really, there is any transaction between the petitioner and the respondent, the respondent would have known the real address of the petitioner.

4.The learned counsel for the petitioner/defendant further submits that the respondent is the money lender and there was a money transaction between the petitioner's father and the respondent. The father of the petitioner borrowed a sum of Rs.3 lakhs from the respondent by signing promissory note, in which the father of the petitioner given the original sale deed for security purpose. With regard to the same, a criminal case was lodged before Thideer Nagar Police Station, since the vehicle owned by the petitioner's father was abducted by the respondent. In that case, a compromise was reached between the petitioner's father and the respondent stating that the father of the petitioner has to pay a sum of Rs.1 lakh as advance and to repay a sum of Rs.13,500/- as monthly installment with regard to the loan borrowed from the respondent. The respondent/plaintiff by forging the documents given as security, created the sale agreement and filed the present suit for specific performance as against the petitioner with evil motive and obtained an exparte decree. Since the decree and judgment was obtained behind the back of the petitioner, it is not binding on the petitioner. However,



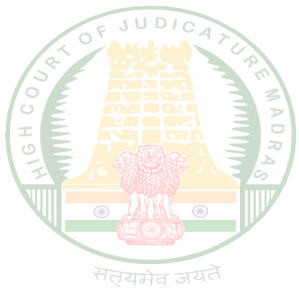
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the trial Court has dismissed the application filed by the petitioner seeking to set aside the exparte decree and the same is not sustainable. Accordingly, he prayed for appropriate orders.

5.The learned counsel for the respondent would submit that admittedly, the petitioner/plaintiff entered into a sale agreement with the petitioner for Rs.1,75,000/-. The petitioner has received a sum of Rs.1,60,000/- towards part payment of the sale deed and the remaining amount of Rs.15,000/- is deposited before the trial Court. In the sale deed owned by the defendant, the address of the defendant was mentioned as “ Sakthi Illam, Door No.6/324, Sakthi Nagar, Athikulam, Madurai. On that basis alone, the plaintiff mentioned the address of the defendant as “Sakthi Illam, Door No.6/324, Sakthi Nagar, Athikulam, Madurai” in the plaint. The suit was decreed and sale deed was also subsequently executed by the Court in favour of the respondent herein. Hence, the said fact cannot be put against the petitioner to set aside the decree and judgment obtained in his favour.

6.Heard the rival submissions made on either side and perused the materials placed on record.



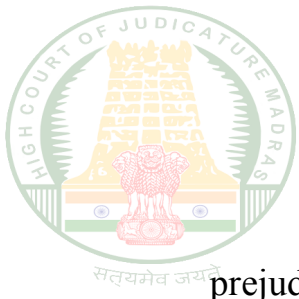
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7.The facts in the present case are not in dispute. Admittedly, the suit for specific performance was filed by the respondent/plaintiff as against the petitioner/plaintiff and the said suit was decreed *ex-parte*. In the plaint, the address of the defendant is mentioned as “Sakthi Illam, Door No.6/324, Sakthi Nagar, Athikulam, Madurai. The petitioner claims that it is not the address of the petitioner.

8.For the purpose of doing substantive justice, this Court issued a direction to the Jurisdictional Tahsildar to find out the real address of the petitioner. The Tahsildar also appeared before this court and produced the photographs of the petitioner’s house, in which it is found that the door number of the petitioner's house is mentioned as 'door No.6/342' not as alleged by the respondent/plaintiff in his plaint as 'No.6/324'.

9.With that wrong address, the respondent initiated the suit proceedings as against the petitioner for specific performance and summons were issued to the petitioner. Eventually, the respondent obtained an *ex-parte* order as against the petitioner. In any event, an *ex-parte* decree cannot be allowed to continue, since if the *ex-parte* decree is sustained, it would cause serious



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prejudice to the petitioner. Therefore, the order of the trial Court is liable to be dismissed.

10. Accordingly, the order passed by the trial Court in I.A.No.227 of 2018 and the consequential sale deed executed by the Court in favour of the respondent are here by set aside. The trial Court is directed to restore the suit on file and dispose of the same within a period of six months from the date of receipt of a copy of this order.

11. This Civil Revision Petition is allowed on the above terms. No costs. Consequently, connected miscellaneous petition is closed.

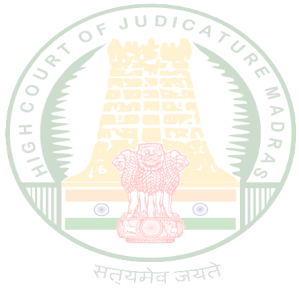
06.08.2025

NCC : Yes/No
Internet : Yes / No
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To
1.III Additional Sub Court, Madurai.

2. The Section Officer,
Vernacular Records,
Madurai Bench of Madras High Court,
Madurai.

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M.DHANDAPANI,J.

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