

IN THE HIGH COURT OF JHARKHAND AT RANCHI
F. A. No. 109 of 2015

Surendra Rai

.....

..... Appellant

Vrs.

1. Md. Ilias Ansari
2. Md. Rafique Ansari
3. Ajij Ansari
4. Md. Manuwar Ansari
5. Md. Shamim Ansari
6. Md. Gyasuddin

..... Respondents

CORAM: HON'BLE MR. JUSTICE RAJESH KUMAR

For the Appellant :Mr. M. K. Habib, Adv.

For the Respondents :

....

04/28.03.2018

Heard learned counsel for the appellant.

The present appeal has been filed on 15.07.2015 without filing Court fees of Rs. 49,750/-. Office has pointed out this defect on 21.07.2015. Due to non supply of court fees, the matter had been listed before the Joint Registrar (Judicial) on 29.07.2015, who granted two weeks' time for filing the deficit court fees. In spite of time granted, deficit court fees had not been deposited and the matter had been listed before the learned Registrar General on 15.11.2015, who had also granted two weeks' time for depositing the deficit court fees.

Since 2015 till today, deficit court fees, as pointed out by the Office and despite twice time granted by the Lawazima Board, have not been filed.

Plaintiff/appellant has filed Title Suit No. 402 of 2010, which was rejected under Order VII Rule 11 on 03.11.2010. After rejection of the said suit, Title Suit No. 589 of 2010 was filed for giving effect to the agreement dated 05.11.2008 by which the plaintiff has entered into the agreement with the defendant for purchasing the suit land.

From perusal of the order of the Trial Court, it appears that the suit was dismissed on the ground that the plaintiff was not ready and willing to perform his part of the contract continuously between period of contract till the hearing of this Suit. It has been further held that the cheque of Rs. 9,00,000/- given by the plaintiff was not cleared due to insufficient fund. It has also been held that the agreement has not been signed by the co-sharer and co-sharer has also not been made party

in the suit and therefore, the suit itself is not maintainable and it is bad for non joinder of necessary party as Md Hashim is not made party in this suit whose name is mentioned in agreement as seller.

From the above fact, it is evident that the appellant-plaintiff is not at all ready and willing to perform his part of contract as per agreement rather it appears that he is only interested in keeping the litigation alive. Thus, it is clear that the present appeal is vexatious in nature and accordingly the same is hereby dismissed for want of prosecution.

(Rajesh Kumar, J.)

Kamlesh/