



WEB COPY

CRP. No.3875 of 2



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 13-07-2026

CORAM

THE HON'BLE MR.JUSTICE P.B. BALAJI

**CRP. No.3875 of 2026
and CMP. Nos.16973 and 16716 of 2026**

M/s.Laxmi Jewellery Chennai Pvt. Ltd.,
Rep. by its Director,
No.65, N.S.C. Bose Road,
Chennai - 600 081.

..Petitioner(s)

Vs

1.Mr.Mahveerchand Dhoka
2.Mrs.Premalatha
3.Mr.Ronak
4.Mr.Arpth

..Respondent(s)

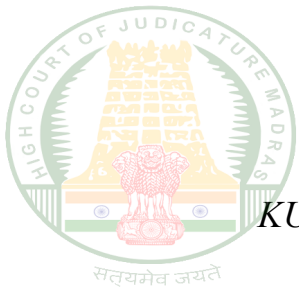
PRAYER: This Civil Revision Petition is filed under Article 227 of the Constitution of India, to set aside the order dated 22.06.2026 passed in R.L.T.A. No.195 of 2025 by the XV Additional City Civil Court.

For Petitioner(s): Mr.S.R.Rajagopal,
Senior Counsel for
Ms.Vijaylakshmi Rajagopal

For Respondent(s): Mr.Ralph V. Manohar

ORDER

Today the Director of the Petitioner/tenant Company has field an affidavit of undertaking, the same is extracted for easy reference hereunder:-



"UNDERTAKING AFFIDAVIT OF MR.ASHOK KUMAR JAIN

I, Ashok Kumar Jain, S/o.late Pukraj Jain, aged about 66 years, Managing Director of the Civil Revision Petitioner herein, M/s.Laxmi Jewellery Chennai Private Limited, having office at No.65, N.S.C.Bose Road, Sowcarpet, Chennai - 600 079, do hereby solemnly affirm and sincerely state as follows:

1. I am the Managing Director and authorized representative of the Revision Petitioner herein, and as such I am well acquainted with the facts and circumstances of the case and therefore, I am competent to swear to this Affidavit.

2. Without prejudice to any of the Petitioner's rights and without prejudice to the right of Mrs.Ratan Jain and Mrs.Poorvi Jian, particularly in relation to Suit in C.S. No.161 of 2022, pending on the file of this Hon'ble Madras High Court, the Petitioner undertakes to handover the subject matter premises on 'as is, where is' basis to the Respondents on or before 31st day of December 2026.

3. The Petitioner further undertakes to continue to pay the agreed monthly rent of Rs.7,800/- (Rupees Seven Thousand Eight Hundred only), without any default, until the date of handing over vacant possession of the subject premises. The petitioner undertakes that all rental payments due up to 31st December 2026, shall be duly paid.

4. The Respondents may be directed to refund the rental security deposit of Rs.6,00,000/- (Rupees Six Lakhs Only) to the Petitioner simultaneously with or immediately upon, the Petitioner vacating the subject matter premises in terms of this undertaking.

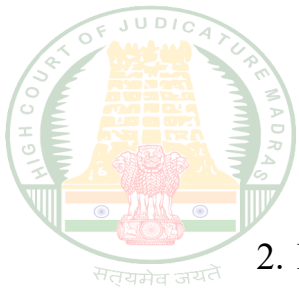


WEB COPY

5. The Respondents may further be restrained from making any further claim for damages, compensation, mesne profits, or any other monetary claim whatsoever in respect of the Petitioner's occupation or use of the subject premises after accepting possession in terms of this undertaking.

Therefore, it is most humbly prayed that this Hon'ble High Court may be pleased to take this undertaking on file, record the same and pass such further or other orders as this Hon'ble Court may deem fit and proper in the circumstances of the case and thus render justice."

2. The petitioner who has already filed a suit in C.S. No.161 of 2022, which is pending before Original Side of this Court for specific performance of an agreement of sale, has now come forward to vacate and hand over vacant possession of the tenanted premises, on or before 31.12.2026, without prejudice to his rights in the pending suit in C.S. No.161 of 2022. The petitioner has also undertaken that he would continue to pay the monthly rents Rs.7,800/-, till date of vacating and handing over vacant possession, on or before 31.12.2026. This undertaking is recorded. At paragraph No.4, the petitioner has stated that he has paid an advance rental security amount about Rs.6,00,000/- which is required to be refunded at the time of the petitioner vacating. However, Mr.Ralph Manohar, takes serious objection to the said averment in Paragraph 4 of the affidavit and states that presently, he is unable to ascertain whether any security deposit amount is available.

**P.B.BALAJI.J.,**

2. Mr.S.R.Rajagopal, learned Senior Counsel would however fairly state that security deposit was originally paid to the then landlord and therefore, he states that the respondents may ascertain the actual amount that was paid and is still available with the respondents and such amount states atleast can be reduced. He would however fairly states that the refund of advance of security deposit will not come in the way of the petitioner vacating and handing over the vacant possession, as undertaken, without prejudice to the pendency of C.S. No.161 of 2022 and the result thereafter. Mr.Ralph Manohar, learned counsel for the respondents undertakes to withdraw the pending Execution Petition.

3. Recording the above undertaking affidavit, this Civil Revision Petition is **dismissed**, granting time to the petitioner to vacate on or before 31.12.2026. Consequently, connected Miscellaneous Petitions are also dismissed. No costs.

13-07-2026

Index: Yes/No
Speaking/Non-speaking order
Neutral Citation: Yes/No

RKP

To
The XV Additional City Civil Judge, Chennai.

**CRP. No.3875 of 2026
and CMP. Nos.16973 and 16716 of 2026**