



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 24.02.2016

CORAM:

THE HONOURABLE MR.JUSTICE K.K. SASIDHARAN

Civil Suit No.95 of 2013

and

A.No.1873 of 2014

M/s.Square Developers
represented by its Partner,
Mr.A.Godwin Wilson,
S/o.Arul Muthaiah,
59-B, 1st Main Road,
Sadasivam Nagar,
Madipakkam,
Chennai - 600 091.

.. Plaintiff

vs.

R.Ravishankar
S/o.P.Rajagopal
No.44, Oliver Road,
Mylapore,
Chennai - 600 004.

.. Defendant

Suit filed under Order VII Rule 1 of the Civil Procedure Code r/w Order IV Rule 1 of Original Side Rules for the following reliefs (a) direction to the defendant to perform the obligation on his part in terms of General Power of Attorney executed on 31.10.2012 and the Sale Receipt entered on 31.10.2012 and to execute the sale deed in favour of the plaintiff with regard to his 50% of undivided share; (b) to declare the revocation of the Power of Attorney executed on 07.02.2013 before the S.R.O. Mylapore as Doc.No.306 of 2013 is null and void; (c) to



grant permanent injunction restraining the defendant dealing with or from alienating to third parties the property mentioned in the schedule; (d) to restrain the defendant from interfering with the peaceful possession, enjoyment, right to entry and construction of the building by the plaintiff possession, enjoyment, right to entry and construction of the plaintiff; and (e) for the costs of the suit.

For Plaintiff : Mr.R.C.Paul Kanaagaraj
for Mr.T.K.S.Bharathy Anandraj

For Defendant : Mrs.K.M.Vatsala

JUDGMENT

The plaintiff filed a suit for a decree of specific performance on the basis of a sale receipt dated 31.10.2012, alleged to have been issued by the defendant. The defendant disputed the genuineness of the document.

2. The defendant during the course of hearing the applications in A.Nos.94 of 2013 and 2174 of 2013 agreed to deposit a sum of Rs.50,00,000/-.

3. The defendant deposited a sum of Rs.50,00,000/- before this Court. Thereafter, the plaintiff has filed the



application in A.No.1873 of 2014 to withdraw the said sum.

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4. When the application in A.No.1873 of 2014 came up for hearing on 22.02.2016, the learned counsel for the plaintiff submitted that in case permission is granted to withdraw the amount deposited by the defendant, the plaintiff will not press the suit. In view of the said submission, I have directed the plaintiff to file an affidavit.

5. In the affidavit dated 23.02.2016, the plaintiff agreed to withdraw the suit and prayed for an order to grant of permission to withdraw the amount deposited by the defendant.

6. The learned counsel for the defendant submitted that though the defendant is not agreeing with the terms of the sale receipt alleged to have been executed on 31.10.2012, still he is prepared to permit the plaintiff to withdraw the amount of Rs.50,00,000/- in view of the decision taken to withdraw the suit.

7. With regard to the contention taken by the learned counsel for the defendant on the basis of the agreements



executed by the plaintiff with third parties, the learned counsel for the plaintiff submitted that such issues would be taken care of by the plaintiff as indicated in the affidavit dated 23.02.2016.

The relevant portion of the affidavit reads thus:

"5. I further submit that the appellant/plaintiff is ready to withdraw the amount as well as the suit with an undertaking that there will be no future issues or litigation in the property of the defendant by the parties to whom this appellant/plaintiff had entered agreement. It is also pertinent to note that the parties who entered Agreement with this appellant/plaintiff regarding this schedule property are settled by this appellant/plaintiff with money they have given flats in their other projects and this plaintiff undertakes the liability to resolve any issues if arises in future on his own cost regarding the said agreement holders if any legal issues arised by them in future."

8. The defendant has no objection to withdraw the sum of Rs.50,00,000/- by the plaintiff without prejudice to his contention to the effect that no such sale receipt was



issued on 31.10.2012. The plaintiff agreed to return the document dated 31.10.2012 to the defendant. The plaintiff also agreed to take care of the agreement holders as indicated in paragraph No.5 of the affidavit dated 23.02.2016.

9. In view of the affidavit dated 23.02.2016 filed by the plaintiff, C.S.No.95 of 2013 is dismissed as withdrawn. The plaintiff is permitted to withdraw the amount deposited by the defendant with accrued interest less commission payable on such deposit. No costs.

sd/.K.K.S.J
24.02.2016

//Certified to be a true copy//

Dated this the day of 2016

R.s/17.03.2016

COURT OFFICER

From 25.09.2008 the Registry is issuing certified copies of the Order/Judgment Decree in this format.