

IN THE HIGH COURT OF JUDICATURE AT MADRAS

RESERVED ON: 13.02.2018

PRONOUNCED ON: 15.02.2018

CORAM:

THE HONOURABLE MR.JUSTICE C.V.KARTHIKEYAN

CS.No.861 of 2015

1.Sri Palani Andavar Temple Trust represented by its
Managing Trustee, B.Keerthi Kumar, Chennai-94

2.B.Keerthi Kumar

3.B.Sampath Kumar

4.B.Manoharan

5.B.Prabhakaran

Plaintiffs

Vs

M/s.Ramani Realtors Private Limited
represented by its Executive Director
V.Subramaniam, Chennai-14
Defendant

Prayer:- This Civil Suit is filed under Order VII read with
Section 92 of CPC read with Section 41 of the Original Side
Rules, for the reliefs as stated therein.

For Plaintiffs : Mr.T.R.Rajagopalan, SC for
Ms.P.Veena

For Defendant : Mr.T.S.Baskaran

JUDGEMENT

This Civil Suit had been filed, seeking the
following reliefs:-

i.Ratification of the joint development
agreement, dated 22.10.2012, between the
Plaintiffs 1 to 5 and M/s.Ramani Realtors

Private Limited, on the terms agreed upon.

- ii. Ratification of the part sale consideration of Rs.50 lakhs and Rs.20 lakhs received by the Plaintiff Trust from the Defendant for vacating the tenants and encroachers over the Trust property.

2. The Schedule of Property is as follows:-

"All that piece and parcel of the land situated at Nerkundram Village, Ambattur, Taluk, Tiruvallur District, Chennai, bearing S.No.23/2B1, measuring an extent of 15.466 grounds, bounded on the:-

- North by : Land in S.No.23/2B2 of Mandradiyar.
 South by : Poonamallee High Road and land leased to Ramakrishnan.
 East by : Land in S.No.24/1A1 of the land land owner herein.
 West by : Land in S.No.23/1B2B and 23/2B1 of the land owner herein."

3. The case of the Plaintiff as set out in the plaint, is as follows:-

a. The 1st Plaintiff is the Public Trust, namely, Sri Palani Andavar Temple Trust, represented by its Managing Trustee, B.Keerthi Kumar, the 2nd Plaintiff herein and the 3rd to 5th Plaintiffs are the Trustees. The suit property originally belonged to the grand father of the Plaintiffs, namely, T.Ponirula Pillai, who had executed a registered deed of dedication and settlement on

14.12.1931, registered as Document No. 1771 of 1931,
<https://hcservices.ecourts.gov.in/hcservices/>

dedicating the Schedule properties by creating the 1st Plaintiff Trust. He appointed T.P.Balasubramaniam, his son, as the Trustee during his life time and after his life time, his eldest son, the 2nd Plaintiff. The object of the Trust is to carry out the daily worship of the Temple of Sri Palani Andavar and other deities installed in the Temple adjacent to the Schedule property and also to carry on worship on festival occasions.

b. It has been further stated that the property was managed by leasing out the property to various tenants and the rental income was used towards fulfilling the object of the Trust. After the death of T.P.Balasubramaniam on 2.3.1981, the 2nd Plaintiff, who is the eldest son of T.P.Balasubramaniam, became the Managing Trustee and the 3rd to 5th Plaintiffs, who are the other sons of T.P.Balasubramaniam, became the Trustees. Another property of the Trust, measuring 4.10 acres, which was acquired by a Trust Deed, dated 7.4.1949, was sold to N.S.R.Mandradiar, after getting permission from the Court in CS.No.195 of 1973, by judgement dated, 9.11.1973.

c. In addition to the tenants, there were several encroachers in the Trust premises and the Trust was not able to evict them as they were demanding very huge amount as compensation for vacating the Trust premises. If the Trust property is developed, it will yield more income,

which will be beneficial to the Trust. A sum of Rs.70 lakhs was required to settle the tenants/ encroachers. The Defendant, M/s.Ramani Realtors Private Limited offered to help them with finance to vacate the tenants and the encroachers and the Defendant advanced a sum of Rs.50 lakhs for vacating the tenants and the encroachers from the property.

d. It has been stated that the Trust had entered into a joint development agreement dated 22.10.2012 with the Defendant for joint development of the suit property. The Defendant had also advanced a further sum of Rs.20 lakhs for paying compensation to the tenants and the encroachers to vacate the premises. The Petitioner Trust got the tenants and the encroachers vacated from the premises. The Defendant had insisted to approach the Court, seeking approval for joint development of the property. It has been stated that the market value of the suit property is only Rs.19 crores and as per the guideline value of the Government, it is only Rs.18,55,97,000/-. If the Offer of the Defendant is accepted, the Trust will be benefited to an extent of Rs.3,00,00,000/- by way of non refundable deposit, including the sum of Rs.70 lakhs already received and will also have 50% of the total UDS worth Rs.9.27 crores. Apart from that, the rental income from the developed property will be used to meet the

requirements of the Temple. Hence, this civil suit had been filed, seeking the reliefs as stated above.

4. The Defendant has filed a written statement, admitting the plaint averments. It has been stated that the Defendant will abide by all and any order or directions of this Court in furtherance of the suit agreement and that the Defendant has no objection on the plaint as framed by the Plaintiffs. The Defendants has also prayed to ratify the joint development agreement for the benefit of the Plaintiffs Trust, by decreeing the suit.

5. The following issues were framed for trial and adjudication on 28.04.2016:-

- i. Whether the Plaintiffs are entitled to get ratification of the joint development agreement, dated 22.10.2012 entered into between the Plaintiffs 1 to 4 and the Defendants?
- ii. Whether the Defendant is entitled to get ratification of the part payment of sale consideration of Rs.50 lakhs and Rs.20 lakhs respectively received by the Plaintiffs Trust from the Defendant for vacating the tenants and encroachments in occupation of the Plaintiffs therein?
- iii. To what other reliefs, the Plaintiffs are entitled?

6. In the trial, the 2nd Plaintiff was examined as PW.1 and Ex.P1 to Ex.P14 were marked. On the side of the Defendant, neither any witness was examined nor any document was marked.

7. **Issues (1) and (2) :-** Ex.P12 is the agreement for joint venture dated 22.10.2012 entered into between the 1st Plaintiff and the Defendant. A perusal of the same shows that the Defendant had to construct a building complex and endeavoured to obtain maximum permissible FSI. He had also undertaken to deliver 50% of the constructed built up area and the balance 50% shall be used exclusively by the Defendant. The Defendant had also paid a sum of Rs.50 lakhs by means of three cheques, for Rs.25 lakhs, Rs.10 lakhs and Rs.15 lakhs each.

8. It was further agreed between the parties that apart from 50% of the super built up constructed area, the 1st Plaintiff shall receive a sum of Rs.3 crores. The Defendant also agreed to pay another sum of Rs.20 lakhs as advance, apart from Rs.50 lakhs paid by means of three cheques. The 1st Plaintiff also undertook to obtain necessary court permission to enable the Defendant to implement the joint development as contemplated in the agreement. It is further seen that on 24.12.2012, the 1st Plaintiff had executed a receipt for receiving a sum of Rs.20 lakhs by means of four cheques of Rs.5 lakhs each. This naturally means that the Defendant had paid a sum of Rs.70 lakhs. These factors establish that the parties have moved forward after the execution of the agreement.

9. Now, both the parties require ratification of

the terms of the agreement by this Court. The Defendant in the written statement had agreed to abide by the terms of the agreement and also by the conditions imposed by the Court. The only condition that the Court can impose is that both the parties must adhere to specifically perform their respective parts of the joint development agreement and ensure that it is progressed on a time bound scale which would be of mutual benefit to both the parties.

10. In view of the evidence recorded and the documentary evidence presented, the issues (1) and (2) are answered affirmatively in favour of the Plaintiff. I hold that the Plaintiffs are entitled for ratification of the joint development agreement, dated 22.10.2012, between the Plaintiffs 1 to 5 and M/s.Ramani Realtors Private Limited, on the terms agreed upon and also for ratification of the part sale consideration of Rs.50 lakhs and Rs.20 lakhs received by the Plaintiff Trust from the Defendant for vacating the tenants and encroachers over the Trust property.

11. In the result, the civil suit is decreed as prayed for. No costs. The Plaintiff Trust shall adhere to the procedures and the legal requirements contemplated under law, while carrying out the tasks as prayed in this civil suit.

1. List of Witnesses Examined on the side of the Plaintiffs:-

1. PW.1 - B.Keerthi Kumar

2. List of Exhibits marked on the side of the Plaintiffs:-

1.Ex.P1 is the certified copy of the trust deed dated 4.12.1931.

2.Ex.P2 is the xerox copy of the settlement deed dated 5.8.1947

3.Ex.P3 is the death certificate of Ponirule Pillai, dated 28.10.1971.

4.Ex.P4 is the xerox Company of the death certificate of T.B.Balasubramaniam, dated 13.03.1981.

5.Ex.P5 is the xerox copy of the legal heirship certificate of T.Ponirula Pillai, dated 17.11.1971.

6.Ex.P6 is the xerox copy of the order in CS.No.195 of 1973, dated 9.11.1974.

7.Ex.P7 is the xerox copy of the sale deed dated 28.11.1973 execute in favour of N.SRajkumar Manradiar.

8.Ex.P8 is the xerox copy of the legal heirship certificate of T.B.Balasubramaniam, dated 01.05.1981.

9.Ex.P9 is the certified true copy of the resolutions of the Board of Trust, dated 7.8.2012.

10.Ex.P10 is the certified true copy of the resolutions of the Board of Trust on receipt of payment, dated 20.10.2012.

11.Ex.P11 is the certified true copy of the resolutions of the Board authorising the Managing Trustee B.Keerthikumar to take possession dated 22.10.2012.

12.Ex.P12 is the notarised copy of the joint development agreement dated 22.10.2012, entered into between the Plaintiff and the Defendant.

13.Ex.P13 is the certified true copy of the resolutions dated 24.12.2012 passed by the Board of receipt of Rs.20 lakhs from the Defendant.

14.Ex.P14 is the certified true copy of the resolutions dated 26.12.2012, authorizing the managing trustee B.Keerthi Kumar to receive the amount.

3. List of Witnesses Examined on the side of the defendant:-

DW.1 - V.Govindarajan

4. List of Exhibits Marked on the side of the defendant:-

Nil

sd/.C.V.K.J
15.02.2018

//Certified to be true copy//

Dated at Madras this the day of 2018.

सत्यमेव जयते

COURT OFFICER(O.S.)

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