

IN THE HIGH COURT OF JUDICATURE AT MADRAS

(ORDINARY ORIGINAL CIVIL JURISDICTION)

FRIDAY, THE 11TH DAY OF MARCH 2022

THE HON'BLE MR. JUSTICE T. RAJA

And

THE HON'BLE MR. JUSTICE SATHI KUMAR SUKUMARA KURUP

C.S.No. 627 of 2008

Shrutivinda Agro – Farms Pvt. Ltd.,
Plot No. 102, Dhanunjaya Nest,
Rajiv Nagar, Yusufguda,
Hyderabad – 500 044. A.P.
Represented by its Power of Attorney Agent
Umashankar Viswanathan.

... Plaintiff

-Vs-

1. Nova Dyeing and Printing Mills Ltd.,
Represented by its Director,
Thakur J. Bakshani,
Old No.36, New No.126,
Nelson Manickam Road,
Aminjikarai,
Chennai – 600 029.

2. Thakur J. Bakshani,
Rajendra Apartments,
Flat No. 610, II Floor,
258, Beracha Road, Kellys,
Chennai – 600 010.

.... Defendants

Civil Suit praying that this Hon'ble Court be pleased to pass a
judgment and decree ;

a) Directing specific performance of the terms of the Agreement for Sale dated 14.7.2005 by executing the sale deed and conveying the schedule-B mentioned property by the defendants to and in favour of the plaintiff.

b) consequential permanent injunction restraining the defendants, their men, servants, agents or any other persons claiming under them from in any manner alienating or encumbering or altering the physical feature of or parting with the schedule – B property to any third parties except in accordance with the agreement for sale deed 14.7.2005 entered into between the parties herein.

*c) Alternatively and without prejudice, in the event of this Hon'ble Court coming to a conclusion that the relief of Specific Performance of the Agreement dated 14.07.2005 cannot be granted, this Hon'ble Court may be pleased direct the defendants to make payment of Rs.78 Crores as damages to the plaintiff.

***(Amended as per order dated 07.11.2013
in Appln.No. 3373 to 3376 of 2013)**

*d) directing the defendants to pay the costs of the suit.

This Civil Suit and C.S.No. 877 of 2005 along with O.S.A.Nos. 191 and 192 of 2018 having been heard on 17.02.2022 in the presence of

Mr.ARL. Sundaresan, Senior Counsel and Mr.Satish Parasaran, Senior Counsel for M/s. Madhan Babu, Advocates for the plaintiff herein and Mr.P.Subha Reddy, Advocate for the defendants herein and upon reading the pleadings filed herein and the order herein dated 08.02.2018 and having stood over for consideration till this date and coming on this day before this Court for orders in the presence of said advocates for the parties hereto and this Court having observed that the plaintiff (Mr.Thakur J. Bakshani) has only filed the C.S.No. 877 of 2005 challenging the correctness of the agreement for sale and obtained an order of injunction dated 07.10.2005 against the defendants therein not to interfere in any manner with the sale agreement, and Besides, on the basis of the sale agreement and the payment of part consideration, the first defendant (plaintiff in C.S.No. 627 of 2008) has also purchased 8 acres of nearby land, and has been waiting for the execution of the sale deed on payment of the balance consideration, as the access to the purchased land is only through the suit land, when the first defendant (plaintiff in C.S.No. 627 of 2008) has fulfilled the aforementioned conditions, this Court is of the considered opinion that the first defendant would suffer hardship, if the equitable relief of specific performance is not granted, moreover, when the first defendant has proved its readiness and willingness to perform its part of the contract by paying part of the sale consideration of Rs.2,50,00,000/- and the plaintiff has not

disputed the execution of the sale agreement and that the first defendant has also filed the Civil Suit No.627 of 2008 seeking the relief of specific performance within the time of three years, as the limitation for filing the suit as prescribed under Article 54 of the Limitation Act having not commenced, the judgment and decree passed by the trial Court, without considering the aforementioned aspects, dismissing the suit for specific performance, are unjustified, as the trial Court ought to have held that the sale agreement is valid and enforceable one,

It is ordered as follows :-

That the impugned judgment and decree dated 08.02.2018 made in C.S.No. 627 of 2008 passed by the trial Court, be and are hereby set aside.

2. That the plaintiff/purchaser herein, be and is hereby directed to deposit the balance sale consideration for a sum of Rs.13,75,00,000/- (Rupees Thirteen Crores Seventy Five Lakhs only) before the trial Court within a period of two weeks from the date of receipt of a copy of this order.

3. That on such deposit, the sale deed in respect of the suit property morefully set out in the Schedule-B hereunder, shall be executed by the vendor in favour of the purchaser within a period of four weeks therefrom.

4. That the alternate prayer for damages in this suit, be and is hereby rejected.

5. That there shall be no order as to costs of this suit.

SCHEDULE – SUIT PROPERTY

ED

21.04.2022

C.S.No. 627 of 2008

DECREE

DATED : 11/03/2022

THE HON'BLE MR. JUSTICE
T. RAJA

AND

THE HON'BLE MR. JUSTICE
SATHI KUMAR SUKUMARA KURUP

FOR APPROVAL: 22.04.2022

APPROVED ON : 22.04.2022

Copy To :

1. The Registrar General,
High Court, Madras.
2. The Account Section