

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Reserved on : 06.07.2021

Pronounced on : 30.07.2021

CORAM

THE HONOURABLE MR. JUSTICE C.V.KARTHIKEYAN

C.R.P.(PD).No.62 of 2021

and

C.M.P.No.442 of 2021

1.V.Vanitha

2.Arthi

3.Anuradha

...Petitioners/Respondents 1 to 3/Plaintiffs

Vs.

1.Rajamaniammal

2.Sridevi

3.Shenbagaraman

... Respondents 1 & 2 / petitioners 1 & 2/
Defendants 1 & 2

... 3rd respondent / 4th Respondents /
3rd Defendant

Prayer:- This petition filed under Article 227 of the Constitution of India, to set aside the Fair and Decretal order passed in I.A.No.9 of 2020 in O.S.No.128 of 2015 dated 21.12.2020 on the file of the III Additional District & Sessions Judge, Poonamallee and direct the III Additional District & Sessions Judge, Poonamallee to pass a Decree in terms of the compromise recorded by the Court.

For Petitioner : Mr.G.Masilamani, Senior Counsel
For Mr.N.Senthil Kumar
For R1 & R2 : Mr.R.Sagadevan
For R3 : Ms.E.Ranganayaki

ORDER

This revision petition has been filed by the plaintiffs in O.S.No.128 of 2015 pending on the file of the III Additional District and Sessions Court, Poonamallee under Article 227 of the Constitution of India questioning the order dated 21.12.2020 in I.A.No.9 of 2020 in O.S.No.128 of 2015, I.A.No.9 of 2020 had been filed by the 1st and 2nd defendants in the suit under Section 151 of CPC to withdraw the compromise filed on 13.01.2020 and 03.02.2020.

2.The revision petitioners filed O.S.No.330 of 2010 before the Sub Court Poonamallee, which suit was subsequently transferred to the III Additional District Court Ponammallee and re-numbered as O.S.No.128 of 2015 seeking a judgment and decree to declare the title of the suit property in S.No.188/1A and for consequential injunction restraining the defendants from interfering with peaceful possession and enjoyment of the suit property in S.No.188/1A and to declare the Sale Deed dated 14.12.2009 executed by the 1st and 2nd defendants in favour of the 3rd defendant as null and void.

3.Before examining the order now questioned in this Revision Petition, a few background facts will have to be narrated.

4.The father-in-law of the 1st revision petitioner, by name K.Sampath owned properties on the southern side of Mount Poonamallee High Road (Porur Trunk Road) and also on the northern side of the said road.

5.The property on the southern side of Mount Poonamallee High Road bore S.No.188/25. The property on the northern side of Mount Poonamallee High Road bore S.No.188/1A. The property in S.No.188/25 on the southern side of the Mount Poonamallee High Road measured 18 cents. The property in S.No.188/1A on the northern side of the Mount Poonamallee High Road measured 21,738 Sq.ft.

6.The property on the southern side in S.No.188/25 was vested by K.Sampath by a Sridhana Deed dated 11.09.1942 in favour of his sister Mangalam Ammal for her life and later to her son Krishnamoorthy. After the death of Mangalam Ammal, her son Krishnamoorthy / husband of the 1st respondent sold the 18 cents of land to one Logambal by registered Sale Deed dated 01.06.1957 registered as Doc.No.1424/1957 in the office of the Sub-Registrar, Saidapet Joint II. Thus after that Sale Deed, Krishnamoorthy and his family members had no existing title to the

property in S.No.188/25 which was on the southern side of the Mount Poonamallee High Road.

7. With respect to the property in S.No.188/1A which was on the northern side of Mount Poonamallee High Road, a Sale Deed dated 14.12.1979 was executed by K.Sampath and his sons including the husband of the 1st petitioner / Vijayaragavan in favour of a society by name “Siddha Naickenpatti Hindu Nadar Uravin Murai Magamai Fund” with respect to a portion to an extent of 15,642 Sq.ft. The said society constructed a Kalyana Mandapam called Easwari Kalyana Mandapam in the said land. K.Sampath and his sons retained the remaining 6096 Sq.ft of land. On 28.12.1992, K.Sampath executed a registered Will bequeathing the 6096 Sq.ft of land in S.No.188/1A which was on the northern side of the Mount Poonamallee High Road along with the house there in to his son Vijayaraghavan who is the husband of the 1st petitioner.

8. K.Sampath died on 23.06.1998, and the Will came into the force. Vijayaraghavan developed the front portion of the property by putting up three shops and leased out the same. Vijayaraghavan died on 02.06.2002. The revision petitioners namely, his wife and two daughters inherited the said property in S.No.188/1A measuring 6096 Sq.ft on the

northern side of Mount Poonamallee High Road.

9. After the death of Vijayaraghavan on 02.09.2002, the 1st and 2nd respondents namely, the wife of Krishnamoorthy and her daughter executed a General Power of Attorney in favour of one Ziaudeen to sell the property in S.No.188/25 which was on the southern side of Mount Poonamallee High Road and which had already been sold to Logambal by Krishnamoorthy by registered Sale Deed dated 01.06.1957.

10. The 1st and 2nd respondents then filed O.S.No.641 of 2004 on the file of the District Munsif Court, Poonamallee against the revision petitioners herein seeking recovery of possession of S.No.188/25 but described the boundaries of the said property as if it was on the northern side of Mount Poonamallee High Road, even though S.No.188/25 was on the southern side of Mount Poonamallee High Road. That suit was subsequently renumbered as O.S.No.2 of 2013.

11. Another suit in O.S.No.1036 of 2004 was independently filed by the respondents against the tenants of the revision petitioners again with respect to S.No.188/25, but giving the boundaries of the property in S.No.188/1A. The suit was re-numbered as O.S.No.3 of 2013 and was also on the file of the District Munsif Court, Poonamallee.

12. Thereafter, a Sale Deed dated 14.12.2009 was executed by the 1st and 2nd respondents in favour of the 3rd respondent herein, Shenbagaraman claiming that both S.Nos.188/25 and 188/1A relate to the same property and giving boundaries of S.No.188/1A.

13. Thereafter, in view of the above transactions, the revision petitioners filed O.S.No.330 of 2010 before the Sub Court Poonamallee, which suit was re-numbered as O.S.No.128 of 2015 and transferred to the III Additional District Court, Poonamallee to declare their title with respect to S.No.188/1A which was always on the northern side of Mount Poonamallee High Road and to declare the Sale Deed dated 14.12.2009 executed by the 1st and 2nd respondents through their Power of Attorney Agent Ziaudeen in favour of the 3rd respondent as null and void.

14. A written statement was filed by the 1st and 2nd respondents, now stating that they had cancelled the Power of Attorney given to the Ziaudeen. Ziaudeen also died on 11.06.2020. During the pendency of the suit, the front portion of the shop was acquired and the 3rd respondent Shenbagaraman taking advantage of the Sale Deed dated 14.12.2009 also took possession of a portion and opened a Tasmac bar in that place.

15. This necessitated the revision petitioners to file I.A.No.202 of 2017 to amend the plaint to incorporate the subsequent developments

namely, acquisition of the front portion of the land and the trespass of the 3rd respondent and for relief of recovery of possession. That Interlocutory Application was dismissed by order dated 16.08.2017.

16.C.R.P.(PD).No.4763 of 2017 was filed by the revision petitioners questioning the dismissal of I.A.No.202 of 2017 and the said Civil Revision Petition was allowed by order dated 05.07.2019. Criminal complaints were also lodged by the revision petitioners against the respondents and also against the husband of the 2nd respondent and also against the Power of Attorney Agent and the same was registered as Crime No.193 of 2019 by the Central Crime Branch, Chennai City Police. The High Court in W.P.No.22950 of 2019 by order dated 05.08.2019 also directed initiation of criminal proceedings.

17.The facts narrated above would reveal that K.Sampath had property on the northern side of Mount Poonamallee High Road and on the southern side of Mount Poonamallee High Road. The property on the northern side of Mount Poonamallee High Road was S.No.188/1A. A portion of that was sold to a society which constructed Easwari Kalyana Mandapam. The remaining portion was in possession of the son of K.Sampath by name Vijayaraghavan on whose death the petitioners herein who are his widow and daughter acquired title.

18.The property on the southern side of Mount Poonamallee High Road which had S.No.188/25 was sold by Krishnamoorthy the husband of the 1st respondent to Logambal by Sale Deed dated 01.06.1957. However, the 1st and 2nd respondents filed suits giving the boundaries of S.No.188/1A, but mentioning S.No.188/25 claiming recovery of possession. The fraud played is evident.

19.The property on the southern side of Mount Poonamallee High Road was already sold in the year 1957. The suits were filed mentioning the survey number of that property but giving the boundaries of the property on the northern side of Mount Poonamallee High Road, which belonged to the revision petitioners herein. A Sale Deed was also executed in favour of the 3rd respondent, Shenbagaraman. This necessitated not only filing of a suit to set aside that particular Sale Deed, but also initiation of criminal complaints against the 1st and 2nd respondents.

20.The suit in O.S.No.128 of 2015 before the III Additional District Court, Poonamallee, proceeded for trial and the 1st revision petitioner given evidence as PW-1 and filed proof affidavit on 07.12.2019. She also marked Exs.A1 to A19 on 19.12.2019. The report of the Thasildar, the plan prepared by the Revenue Officers and the

report of the Advocate Commissioners were also marked as Exs.X1 and X2. It was made clear that there were two separate properties, one on the northern side and the other on the southern side of Mount Poonamallee High Road and that fraud had been played by the respondents by giving the boundaries of the properties, which was situated on the northern side of Mount Poonamallee High Road, but giving the survey number of the southern side property of Mount Poonamallee High Road, which was already sold in the year 1957.

21. At this juncture, on 19.12.2019, a Joint Compromise Memo had been entered into between the petitioners and the 3rd respondent namely, Shenbagaraman, the purchaser who opened the Tasmac bar and in the Joint Memo of Compromise, the 3rd respondent admitted that there were two separate properties in S.No.188/1A and S.No.188/25 and that his vendors namely the 1st and 2nd respondents did not have title to convey the land in S.No.188/1A. He also handed over the possession of the property where he had put up Tasmac bar to the petitioner herein. The Joint Memo of Compromise was also recorded on 19.12.2019 after the 3rd respondent was enquired by the Court.

22. The trial in the suit however proceeded and PW-1/Vanitha/1st revision petitioner filed additional proof affidavit and marked Exs.A49 to

A51. The 1st and 2nd respondents / 1st and 2nd defendants remain exparte.

23.In the meanwhile, the suits which they had filed namely, O.S.No.641 of 2004 (re-numbered as O.S.No.2 of 2013) and O.S.No.1036 of 2004 (re-numbered as O.S.No.3 of 2013) before the District Munsif Court, Poonamallee, were also dismissed for default.

24.The investigation in the criminal complaint also proceeded and the 2nd respondent and her husband were remanded to judicial custody on 08.01.2020. On 13.01.2020, the 1st respondent / 1st defendant in O.S.No.128 of 2015 filed an application to set aside the exparte order and also presented a Joint Memo of Compromise entered into between her and the petitioners wherein, she admitted that her husband Krishnamoorthy had sold the property in S.No.188/25 by Sale Deed dated 01.06.1957 to Logambal and that she had no right over the said property and also agreed to compensate the revision petitioners for the loss by paying the Court fees paid by them in O.S.No.128 of 2015 amounting to Rs.6,85,183/-.

25.After examining the 1st respondent, the Joint Memo of Compromise was also recorded by the I Additional District Judge, Poonamallee on 13.01.2020. The parties and the respective advocates also signed in the Joint Memo of Compromise.

26.The 1st petitioner herein Vanitha, thereafter stated no objection to the bail application filed by the 2nd respondent and her husband and they were granted bail by the learned Judicial Magistrate – I, Poonamallee, on the very same date 13.01.2020. The suit however proceeded over against 2nd respondent / 2nd defendant and proof affidavit of PW-2 was filed. PW-2 was the attesting witness to the Will dated 28.12.1992 of K.Sampath and he was examined. The Thasildar, Maduravayal was examined as PW-3 on 27.01.2020.

27.It was made clear that there were two separate properties, one on the northern side and other on the southern side of Mount Poonamallee High Road.

28.After coming out on bail, the 2nd respondent / 2nd defendant and the petitioners also entered into a Joint Memo of Compromise on 03.02.2020. The 2nd respondent / 2nd defendant also appeared before the Court and on recording satisfaction, the III Additional District Court, Poonamallee recorded the compromise on 03.02.2020.

29.Thereafter, the 2nd respondent and her husband filed Crl.O.P.No.3544 of 2020 before the Madras High Court to quash the complaint in Crime No.193 of 2019. However, in view of the seriousness of the fraud committed, a learned Single Judge of this Court by order

dated 05.03.2020 refused to quash the FIR and directed the investigation to be completed and further directed that final report should be filed within a period of 12 weeks from the date of receipt of the copy of the said order by the Judicial Magistrate. It was also observed that if the parties settled the issues amicably, the petitioners were at liberty to file another application seeking to quash the FIR.

30. In the order of the learned Single Judge, the compromise already entered into between the petitioners and the respondents and recorded by the III Additional District Judge, Poonamallee, had not been mentioned.

31. Then on 09.03.2020, the 1st and 2nd respondents appointed a new counsel to represent them. Thereafter, the suit in O.S.No.128 of 2015 had to be necessarily adjourned owing to Covid-19 pandemic and the lock down imposed restricting hearing of cases by the Courts.

32. On 18.11.2020, the 3rd respondent, Shenbagaraman who came to know that he had been conveyed a property over which his vendors had no title, issued a notice calling upon his vendors namely, the 1st and 2nd respondents to pay the sale consideration of Rs.95,00,000/-. After receipt of the notice, the 1st and 2nd respondents filed I.A.No.9 of 2020 on 30.11.2020 to withdraw the Compromise Memo dated 13.01.2020 and

03.02.2020 claiming that there was coercion.

33.A counter was filed by the revision petitioners denying such allegation. Orders were passed allowing I.A.No.9 of 2020 thereby permitting the withdrawal of the Memos of Compromise on 21.12.2020 leading to the filing of the present Civil Revision Petition.

34.Heard arguments advanced by Mr.G.Masilamani, learned Senior Counsel appearing on behalf of the revision petitioners and Mr.R.Sagadevan, learned counsel for the 1st and 2nd respondents and Ms.E.Ranganayaki, learned counsel for the 3rd respondent.

35.The facts stated above were reiterated by Mr.G.Masilamani, learned Senior Counsel. They are not in dispute. They have not been questioned or challenged by the 1st and 2nd respondents.

36.The only contention raised by the learned counsel for the 1st and 2nd respondents is that the said respondents are facing a legal action for return of Rs.95,00,000/- by the 3rd respondent who claimed that a fraud had been played on him by the 1st and 2nd respondents by conveying a property over which they had no title. It is also contended that the revision petitioners did not co-operate in ensuring that the FIR in Crime No.193 of 2019 was quashed by the Madras High Court.

37.It must be pointed out that the learned Single Judge, as a matter of fact, had observed that if the parties had entered into a compromise or settled the matter, they are at liberty to file a further application seeking to quash FIR. That is the step which the 1st and 2nd respondents should take. They cannot go back on a solemn undertaking given to the Court and recorded by the Court after enquiry. This would mean that they have played a fraud on the Court by claiming coercion on a validly executed compromise memo.

38.In the order, the learned III Additional District Judge, Poonamallee had relied on **2000 (3) SCC 581, United India Insurance Co.Ltd. V. Rajendra Singh & others**, wherein, it was observed that a court is not powerless to recall its own order if it is convinced that the order was obtained through fraud or misrepresentation.

39.In this case, it is not the case of the 1st and 2nd respondents that the court was led to record the memo of compromise by fraud. Rather they claimed that they were under coercion to sign the Memo of Compromise in view of the criminal complaint given by the petitioners. They admitted that they had conveyed the property in which they had no right to the 3rd respondent.

40.The facts stare in their face.

41. There were two separate properties, one on the southern side of Mount Poonamallee High Road and the other on the northern side of Mount Poonamallee High Road. The husband of the 1st respondent was entitled to the property on the southern side of Mount Poonamallee High Road and he sold it to Logambal in the year 1957. The 1st and 2nd respondents herein however, dealt with the property on the northern side of Mount Poonamallee High Road and very “innocently” but actually very “fraudulently” gave the boundaries of the properties on the southern side. This fraud stares on their fact. It would be in their interest that the matter is settled amicably.

42. I am confident that when a further quash petition is filed against Crime No.193 of 2019, the Court would appreciate the realization of the fraud played by the respondents and examine such a petition in its proper perspective, particularly, because of its order dated 05.03.2020 in CrI.O.P.No.3544 of 2020 wherein such liberty was reserved to the respondents herein.

43. As records the notice issued by the 3rd respondent, the 1st and 2nd respondents will have to face the consequences of receiving consideration of Rs.95,00,000/- and conveying a property over which they had no title or interest. But that can certainly not mean they can turn

around and withdraw the compromise entered into by them with the revision petitioners herein who are the lawful owners of the properties on the northern side of Mount Poonamallee High Road, a portion which had been fraudulently conveyed by the 1st and 2nd respondents to the 3rd respondent.

44. The learned III Additional District Judge, Poonamallee, felt that the trial will have to proceed in O.S.No.128 of 2015, I hold that it would only be a mockery of justice and needless procedure, particularly, when parties had signed a Memo of Compromise and had agreed to such Memo of Compromise and had also given admissions under Order XII Rule 6 of CPC. The Court will have to proceed in manner known to law and not proceed in manner established by its own whims and fancies. The learned III Additional District Judge, Poonamallee, also stated that PW-1 had not been cross-examined forgetting that the respondents herein had been set exparte and had taken conscious decision not to participate in trial at that relevant point of time.

45. The learned Senior Counsel for the revision petitioners relied on *Aanchal Cement Limited V. Gimpex Limited* reported in **2015 (2) MWN (Civil) 434**, wherein, a learned Single Judge of this Court held in paragraph 18 as follows:-

“18. With regard to the coercion, it is the submission of the learned Counsel for the Plaintiffs that the 2nd Plaintiff was made to sign in the Deed of Compromise while he was under judicial custody, by threatening him with dire consequences, including the prolonged period of imprisonment, if he fails to pay the money as demanded by the Defendant. But, I find that the said Deed of Compromise was signed on 12.3.2012. After the 2nd Plaintiff obtained bail, the father and brother of the 2nd Plaintiff have applied for Anticipatory Bail before this Court by relying upon the same Deed of Compromise and obtained Anticipatory Bail by Order dated 26.3.2013 and 3.4.2013. The present Suit was filed on 8.4.2013 i.e., after the father and brother of the 2nd Plaintiff obtained anticipatory. But, till filling of the present Suit, there was no Complaint by the Plaintiffs that the Deed of Compromise was obtained by coercion. Had the Deed of Compromise been obtained from a person under coercion, in normal course it is expected that the concerned shall either move the Court or Police Authorities for proper action. In the instant case, no such action has been taken by the Plaintiffs; but, straightaway the present Suit has been filed by the Plaintiffs seeking declaration that the Deed of Compromise is null and void. Since the Deed of Compromise was obtained while the 2nd Plaintiff was in judicial custody, that itself is not sufficient to come to a

conclusion that the Deed of Compromise was obtained under coercion and threat. To prove the threat/coercion, some more evidences is required, which is lacking in this case. Further more, in the instant case, the Deed of Compromise was signed only in the presence of the Jail Superintendent, which is not in violation of any law. Further, the factual aspects of this Court would show that the father and brother of the 2nd Plaintiff relied upon the Deed of Compromise dated 12.3.2013 to get Anticipatory Bail from this Court, stating that the matter was compromised between the parties. Once the said document was relied upon for their benefit, now they cannot turn back and say that the said Deed of Compromise was obtained under coercion and threat. In this regard, it would be appropriate to extract Section 27 of the Specific Relief Act:

“Section 27. When rescission may be adjudged or refused.— (1) Any person interested in a contract may sue to have it rescinded, and such rescission may be adjudged by the Court in any of the following cases namely:

- (a) Where the contract is void able or terminable by the Plaintiff.*
- (b) Where the contract is unlawful for causes not, apparent on its face and the Defendant is more to blame than the Plaintiff.*

(2) Notwithstanding anything contained in sub-section (1), the court may refuse to rescind the contract—

(a) Where the Plaintiff has expressly or impliedly ratified the contract; or

(b) Where, owing to the change of circumstances which has taken place since the making of the contract (not being due to any act of the Defendant himself), the parties cannot be substantially restored to the position in which they stood when the contract was made; or

(c) Where third parties have, during the subsistence of the contract, acquired rights in good faith without notice and for value; or

(d) Where only a part of the contract is sought to be rescinded and such part is not severable from the rest of the contract.

Explanation.— In this Section “contract”, in relation to the territories to which the Transfer of Property Act, 1882, does not extend, means a contract in writing.

Sub-section (2)(a) to Section 27 of the Act would clearly say that the Court may refuse to rescind the contract if the Plaintiff has expressly or impliedly ratified the contract. When that being the legal position, at this stage, the Plaintiff and his family members, who had relied upon the

Deed of Compromise in the Court of law to get bail, cannot say that the Defendant has obtained the Deed of Compromise under coercion and threat.

(Emphasis Supplied)

46. The learned Senior Counsel also relied on **(2006) 5 SCC 566, Pushpa Devi Bhaget (Dead) Through L.R. Sadhna Rai (SMT) V. Rajinder Singh and Others**. The Hon'ble Supreme Court held as follows:

“26. The matter can be viewed from a different angle also. After the issues were framed by the trial court, the plaintiffs had examined two witnesses and closed their evidence and thereafter the matter was set down for the evidence of the defendants. The first defendant was treated as ex parte. As Defendants 2 and 3 did not lead any evidence in spite of numerous opportunities, their evidence was treated as closed. On 17-5-2001, the matter was finally adjourned to 23-5-2001 for the evidence of Defendants 4 and 5 with a condition that if they did not lead evidence on that date their evidence will be closed. On 23-5-2001, Defendants 4 and 5 did not lead any evidence. On the other hand, the counsel for the defendants made a statement on oath that the premises will be vacated on 22-1-2002. Thereafter, counsel for the plaintiff also made a statement agreeing to grant of time till 21-1-2002. There was also agreement

*that the plaintiffs will be entitled to the payment of only Rs 4800 per month (equivalent to the rent) and nothing more up to 22-1-2002. The effect of it is that the parties have gone to trial on the issues and the only evidence led by the defendants is that they will vacate the premises on 22-1-2002. No other evidence being led, the necessary conclusion is that the defendants admitted the plaintiffs' claim and merely sought time to vacate. **Therefore, the suit can be said to have been decreed on the basis of evidence and the admissions made by the defendants.** In *Jineshwardas* [(2003) 11 SCC 372] such a situation was noticed. In that case, the High Court made an order on a consensus expressed by both the learned counsel at the time of hearing of the second appeal, that the respondents will pay Rs 25,000 within a period of one month with interest in the manner stipulated. The appellant subsequently filed an application for review, contending that the said order disposing of the appeal was a compromise decree, and as it was not in writing and signed by the parties, the appeal could not have been disposed of on the basis of the submissions. The High Court, however, refused to entertain such objections. This Court while upholding the decision of the High Court and holding that there was a valid compromise, also observed: (SCC p. 377, para 8)*

“That apart, we are also of the view that a judgment or decree passed as a result of consensus arrived at before court, cannot always be said to be one passed on compromise or settlement and adjustment. It may, at times, be also a judgment on admission, as in this case.””

(Emphasis Supplied)

47. In the instant case, two Joint Compromise Memos which have been recorded by the Court, admissions have been made by the 1st and 2nd respondents and a duty is cast on the III Additional District Judge, Poonamallee, to examine such admission and if they confirm to the requirements under Order XII Rule 6 of CPC, to pass a judgment on such admissions. But merely because there has been a change of counsel and a new plea has been taken that the compromise memos had been entered into by coercion, acceptance of that plea would defeat the interest of the justice. It would be questioning the sanctity of the earlier order passed by the Court, which recorded the compromise memos after examining the parties. The compromise memos had been signed by the respondents and also by their counsels.

48. The Court cannot be taken as a play ground to file Compromise memos and thereafter withdrawing the same and thereafter insisting that

when the parties were examined they were under coercion. Such a procedure should not be encouraged. It should not be permitted. It is prohibited.

49.I have every reason to interfere with the order passed by the learned III Additional District Judge, Poonamallee and the order is set aside. I.A.No.9 of 2020 filed by the 1st and 2nd respondents herein is dismissed. The Compromise Memos stand on the records of O.S.No.128 of 2015. The learned III Additional District Judge, Poonamallee is directed to proceed further in manner known to law with respect to O.S.No.128 of 2015 and dispose the suit within a period of three months from the date of receipt of copy of this order.

50.With the above observations, the Civil Revision Petition is allowed. No costs. Consequently, the connected Civil Miscellaneous Petition is closed.

30.07.2021

smv

Index : Yes / No

Internet : Yes / No

Speaking order : Yes / No

WEB COPY

CRP.No.62/2021

[Video Conferencing]

C.V.KARTHIKEYAN, J.,

The matter is placed under the caption "For Being Mentioned" in view of three typographical errors in the order dated 30.07.2021.

2.In paragraph No.25, in stead of **III Additional District Judge, Poonamallee**, it has been wrongly typed as I Additional District Judge. In paragraph No.41, in the last three lines, it has been mentioned as "Southern Side" in stead on "**Northern side**" and the line "this fraud stares on their fact." should be read as "**this fraud stares on their face**".

3.After carrying out necessary corrections, fresh order copy may be issued on receipt of necessary application.

04.08.2021

AP

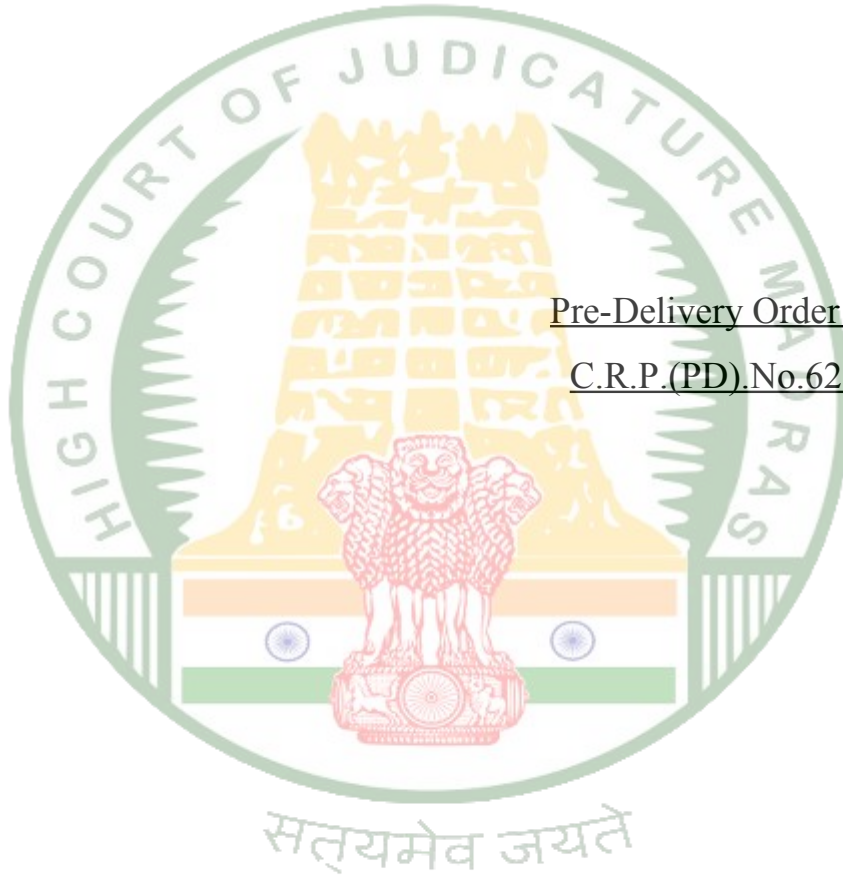
Internet : Yes

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To,
The III Additional District Court, Poonamallee.

C.V.KARTHIKEYAN, J.,

smv



Pre-Delivery Order made in
C.R.P.(PD).No.62 of 2021

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