



A. No.1033 of 2021
in
C.S. No.509 of 2019

A. No.1033 of 2021
in
C.S. No.509 of 2019
C.S. No.492 of 2019
and
A. No.2466 of 2020

ABDUL QUDDHOSE, J.

Heard Ms.C.Rekha Kumari, learned counsel for the applicant /plaintiff and Mr.K.V. Babu, learned counsel for the 1st defendant and Mr.Rahul K.Jain, learned counsel for the 2nd to 4th defendants.

2. This application has been filed under Section 39 Rule 2(a) of CPC seeking for punishing the first respondent / first defendant for wilful disobedience of the interim order dated 10.02.2020 passed by this Court in O.A. No.1007 of 2019 in C.S. No.509 of 2019. According to the applicant / plaintiff, the first respondent has disobeyed the interim order dated 10.02.2020 passed by this Court in O.A. No.1007 of 2019 in C.S. No.509 of 2019 by letting out the suit schedule property to a third party.

3. However, Mr.K.V. Babu, learned counsel for the first



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respondent / first defendant, on instructions would submit that the suit property was never let out to any third party in disobedience of the order referred to supra. He also referred to paragraph No.9 of the counter affidavit filed by the first respondent / first defendant and would submit that presently the suit schedule property has been sealed by the Greater Chennai Corporation on account of unapproved additional structure and it is under their lock and seal. He would also submit that negotiations for lease of the suit schedule property was done by the first respondent / first defendant with GKM Hospitals Private Limited on 08.11.2019 much prior to the interim order dated 10.02.2020, which is the subject matter of this contempt petition.

4. He would also submit that the said lease did not fructify in view of the interim order dated 10.02.2020 passed by this Court, which is the subject matter of this contempt petition. He would further submit that the first respondent/ first defendant has never let out the property to



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GKM Hospitals Private Limited or to any other third party as alleged by the applicant / plaintiff. He would also submits, on instructions that the first respondent / first defendant does not have the intention of letting out the property to any third party in the near future also.

5. Since the statement made by the learned counsel for the first respondent / first defendant makes it clear that as on date, no third party has been let in by the first respondent / first defendant either by a lease or by any other mode, the apprehension raised by the applicant /plaintiff in the contempt petition is uncalled for. After recording the undertaking given by the first respondent / first defendant through his counsel, this application viz., A. No.1033 of 2021 is closed.

6. The learned counsel for the first respondent / first defendant also submits that there is a possibility for settlement of the matter and that the first respondent / first defendant is negotiating to sell the property



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for a market price to enable the first respondent / first defendant, to settle
the claim of the applicant /plaintiff.

Post the matter for reporting settlement on 12.01.2022.

13.12.2021

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