



IN THE HIGH COURT OF JUDICATURE AT MADRAS

(ORDINARY ORIGINAL CIVIL JURISDICTION)

FRIDAY, THE 19TH DAY OF MARCH 2021

THE HON'BLE MR. JUSTICE R.PONGIAPPAN

C.S. No.524 of 2018

1.Ms. Shazia Zainab
D/o. Javid Rahman,
Flat – C, Block 1, 2nd Floor,
Vijayshanthi Court Yard,
Plot No. 15, Door No. 27 (Old Door No.12)
Pycrofts Garden Road, Nungambakkam
Chennai 600 034
Presently residing at H-1632,
Brigade Cosmopolis, 286, Whitefield Main Road,
Whitefield, Bengaluru – 560 066.

2.Ms.Zohena Fatima
D/o. Javid Rahman,
Flat – C, Block 1, 2nd Floor,
Vijayshanthi Court Yard,
Plot No. 15, Door No. 27 (Old Door No.12)
Pycrofts Garden Road, Nungambakkam
Chennai 600 034

.. Plaintiffs

vs.

1. K. Rajendiran
S/o. P.M. Krishnaswamy
No. 2A, Cools Waters
No. 41, 4th Sea Ward Road,
Thiruvanmiyur
Chennai 600 041.

2. Mrs.R. Hemalatha
W/o. Rajendiran
No. 2A, Cools Waters
No. 41, 4th Sea Ward Road,
Thiruvanmiyur



Chennai 600 041.

3. P.Manoharan
S/o. Periyasamy
No. 17A, Alagiri Nagar East Street,
Vadapalani,
Chennai 600 026.

4. E. Murugan
S/o. P.Eganathan
Door No. 91 & 92, Sri Rama Illam
Gangaiamman Koil Street,
Vadapalani,
Chennai 600 026.

5.E. Velu
S/o. P.Eganathan
Door No. 91 & 92, Sri Rama Illam
Gangaiamman Koil Street,
Vadapalani,
Chennai 600 026.

.. Defendants

Civil suit praying that this Hon'ble Court be pleased to pass a judgment and decree in favour of Plaintiffs:

a) For a Declaration that the sale deed dated 18.11.2015, registered as Document No.1414 of 2015 in the office of the Joint Sub-Registrar-II, Thousand Lights, executed by the 2nd Defendant claiming to be the Power of Attorney of the Plaintiffs in favour of the 1st Defendant is void, illegal and not binding on the Plaintiffs and set aside the same.

(b) For a Declaration that the sale deed dated 09.08.2016, registered as Document No.931 of 2016 in the office of the Joint Sub-Registrar-II, Thousand Lights, executed by the 1st Defendant through his Power Agent,



3rd Defendant in favour of 5th Defendant is void, illegal and not supported by any consideration and will not convey any right title or interest over the suit property to the 5th Defendant and set aside the same;

(c) For a Permanent Injunction restraining the Defendants herein, their men, agents, servants, subordinates or any other person or persons claiming through them or authorized by them from, in any manner, interfering with the Plaintiffs peaceful possession and enjoyment of the suit property, more fully described in the Schedule

(d) to direct the Defendants to pay the costs of the suit.

This suit coming on this day before this Court for hearing in the presence of Mr.A.R.L.Sundaresan, Senior Advocate for M/s.A.L.Ganthimathi, Advocates for the plaintiff herein, and the defendants herein, not appearing in person or by advocate and the said defendants herein, having been set exparte and upon reading the plaint filed herein and the other exhibits therein referred to and upon perusing the evidence adduced therein and this Court observing that the plaintiffs have proved their case, it is ordered and decreed as follows:-

That the sale deed dated 18.11.2015, registered as Document No.1414 of 2015 in the office of the Joint Sub-Registrar-II, Thousand Lights, executed by the 2nd Defendant claiming to be the Power of Attorney of the Plaintiffs in favour of the 1st Defendant herein, be and is hereby



declared as void, illegal and not binding on the Plaintiffs and set aside the same.

2. That the sale deed dated 09.08.2016, registered as Document No.931 of 2016 in the office of the Joint Sub-Registrar-II, Thousand Lights, executed by the 1st Defendant through his Power Agent, 3rd Defendant in favour of 5th Defendant herein, be and is hereby declared as void, illegal and not supported by any consideration and shall not convey any right title or interest over the suit property to the 5th Defendant and the same, be and is hereby set aside.

3. That (1) K. Rajendran, (2) Mrs. R.Hemalatha, (3) P. Manoharan, (4) E. Murugan, (5) E. Velu, the defendants herein, their men, agents, servants, subordinates or any other person or persons claiming through them or authorized by them, be and are hereby restrained by an order of permanent injunction from in any manner, interfering with the Plaintiffs peaceful possession and enjoyment of the suit property, more fully described in the Schedule hereunder.

4. That the defendants herein, do pay to the Plaintiffs herein, the costs of this suit, as and when taxed by the taxing officer of this Court and noted in the margin thereof.

Schedule of Property

All that piece and parcel of land and building residential flat consisting a



total super built up area of 2565 sq.ft, bearing Flat No. C on the second floor in the "COURTYARD" together with an undivided 1/32nd (1471.468 sq.ft.) share of land from and out of 18 grounds 2161 sq.ft., as per document and 19 grounds 1487 sq.ft., as per patta comprised in R.S. Nos. 87/23, 87/24 and 87/25, Block No. 15 situated at Nungambakkam Division, Egmore-Nungambakkam Taluk, Chennai District, within the registration district of Central Chennai and Sub-District of Joint - II, Thousand Lights bearing a postal address of Flat No. C, 2nd Floor, Block 1, (as per Corporation assessment Old Door No.12/10, Door No. 27/10) Plot No. 15, Old Door No. 12, Door No. 27, Pycrofts Garden Road, Chennai – 600034, and building named as "COURTYARD" constructed over the schedule property with two covered car park bearing Nos. SF/C in the ground floor of the building and bounded on the:

North by: Land in R.S. Nos. 87/1 Part, 87/6, 87/16 and pycrofts garden road in R.S. No. 87/5 Part

South by: Nullah in Block No. 19

East by :Pycrofts Garden Road in R.S. No. 87/5 Part and land in R.S. No. 87/6

West by : Land in R.S. No. 87/1

and situated within the registration district of Central Chennai and sub –



Total Extent of Land: 1/32nd sq.ft. undivided share of land out of total extent of 18 grounds 2161 sq.ft as per document and as per patta 19 grounds 1487 sq.ft.

Total Building area: 2565 sq.ft. on the second floor.

WITNESS THE HON'BLE MR. JUSTICE SANJIB BANERJEE,
CHIEF JUSTICE, HIGH COURT AT MADRAS AFORESAID, THIS THE
19TH DAY OF MARCH 2021.

Sd/-

ASSISTANT REGISTRAR(O.S. I)

//Certified to be true copy//

Dated at Madras this the day of 2021.

COURT OFFICER(O.S.)

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22/04/2021

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C.S. No.524 of 2018

ORDER

DATED : 19.03.2021

THE HON'BLE MR.JUSTICE
R.PONGIAPPAN

FOR APPROVAL: 23/07/2021

APPROVED ON: 27/06/2021



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IN THE HIGH COURT OF JUDICATURE AT MADRAS

Date : 19.03.2021

CORAM

THE HON'BLE MR.JUSTICE R. PONGIAPPAN

C.S.No.524 of 2018

1. Ms. Shazia Zainab

2. Ms.Zohena Fatima

.. Plaintiffs

vs.

1. K. Rajendiran

2. Mrs.R. Hemalatha

3. P.Manoharan

4. E. Murugan

5. E. Velu

.. Defendant

Civil Suit filed under Order IV Rule 1 of Original Side Rules read with Order VII Rule 1 CPC praying for the following judgment and decree against the defendant.

a) For a Declaration that the sale deed dated 18.11.2015, registered as Document No.1414 of 2015 in the office of the Joint Sub-Registrar-II, Thousand Lights, executed by the 2nd Defendant claiming to be the Power of Attorney of the Plaintiffs in favour of the 1st Defendant is void, illegal and not binding on the Plaintiffs and set aside the same.

(b) For a Declaration that the sale deed dated



09.08.2016, registered as Document No.931 of 2016 in the office of the Joint Sub-Registrar-II, Thousand Lights, executed by the 1st Defendant through his Power Agent, 3rd Defendant in favour of 5th Defendant is void, illegal and not supported by any consideration and will not convey any right title or interest over the suit property to the 5th Defendant and set aside the same; and

(c) For a Permanent Injunction restraining the Defendant herein, their men, against, servants, subordinates or any other person or persons claiming through them or authorised by the from, in any manner, interfering with the Plaintiffs peaceful possession and enjoyment of the suit property, more fully described in the Schedule

(d) to direct the Defendants to pay the costs of the suit.

For Plaintiffs : Mr.AR.L.Sundaresan,
Senior Advocate for
M/s.A.L. Ganthimathi

For defendants : No appearance
Set exparte

J U D G M E N T

The suit is filed for declaration that the sale deeds dated 18.11.2015



respectively, are void, illegal, not supported by any consideration, not binding on the plaintiffs and set aside the same. And also for a permanent injunction restraining the defendants from interfering with the Plaintiffs peaceful possession and enjoyment of the suit property with costs.

2.The brief facts of the case of the plaintiffs are as follows:

2(a) The case of the plaintiffs is that that plaintiffs are the daughters of Mr.Javid Rahman. The suit property registered as Document No.801 of 2008 in the office of the Joint Sub-Registrar -II, Thousand Lights belongs to them and they are in possession and enjoyment and have been living in the said house along with their parents till date.

2(b) The Plaintiffs father running a company under the name and style of M/s Atlas Power India Private Ltd, at Bangalore and for the business of the company the plaintiffs father was in need of investment and as a business proposition, he sought for funding from the 1st Defendant and the 1st Defendant appears to have provided funds to the tune of Rs.2 Crores. The above funding was purely a business venture and not in the nature of a loan or deposit. As the business did not take off, the father of the plaintiffs was not in a position to give good returns to the said investment. Under such circumstances their father was constrained to execute a Power of Attorney dated 3.3.2011 in favour of Mr.R.Prabhu nominated by the 1st



been purchased by the Plaintiffs father. No consideration was received by him from the 1st Defendant or any other person for the said Power of Attorney.

2(c) The said R.Prabhu Power Agent of the 1st Defendant executed a sale deed in respect of the aforesaid 3 plots of land together with the construction which was put up by their father in favour of persons related/nominated by the 1st Defendant. The 1st sale deed is dated 19.12.2013 registered in favour of one Mrs.Priya Rajendiran daughter of the 1st Defendant for an alleged cash consideration of Rs.41,00,000/-. No consideration was paid by the purchaser to the Power of Attorney, much less transferred to their father. The sale deed is not supported by any actual consideration.

2(d) The second and third sale deeds also dated 19.12.2013 executed in favour of one R.Kavitha, and R.Krithiga priyadarshini nominated by the 1st Defendant. The said sale deeds are for a purported sale consideration of Rs.43,00,000/- and Rs.41,00,000/- respectively said to have been paid in the form of cash. No consideration was passed on to the power of attorney, much less paid over to the plaintiffs father . The said sale deeds are also not supported by any actual consideration.

2(e) Though three valuable properties at Manapakkam village were conveyed in favour of the 1st Defendant's nominees through the Power of



Attorney Mr.R. Prabhu, the Plaintiffs father did not choose to challenge the same as the 1st defendant stated that by the aforesaid transactions, the amount which was provided for by him for the business venture would stand squared off. As such the financial connections between the Plaintiffs father and the 1st Defendant ended and there was no amount due or payable by our father to the 1st Defendant or anyone claim under him.

2(f) On the eve of 1st Plaintiff's wedding the 1st Defendant came out with unreasonable demands and pressurized the Plaintiffs father to execute documents as dictated by him stating that with such documents , he could pacify the persons who had allegedly provided funds to him. The Plaintiffs father was not agreeable to execute any such documents as he did not owe any money to the 1st Defendant or anyone claiming under him. However, the 1st Defendant threatened the plaintiffs father and plaintiffs that if they did not execute the documents as dictated by him he would stop the marriage by spoiling the name and image of the plaintiffs family through social media and make false propaganda about their family to the bride-groom's family. Wilting under pressure, they succumbed to the dictates of the 1st Defendant and on 15.10.2014, the 1st Defendant extracted an agreement for sale agreement . Under the sale agreement the property described in the Schedule was purported to have been agreed to be sold to the 1st Defendant



Rs.50,00,000/- was paid as advance by cash at the time of entering into the sale agreement. But no advance cash consideration was paid by the 1st Defendant to them on 15.10.2014 or on any other date.

2(g) The 1st Defendant again threatened the father of the Plaintiffs, succumbing to his threats and balckmails, the plaintiffs father made the plaintiffs father to execute a power of attorney dated 6.10.2015 in favour of the 2nd Defendant, who is the wife of the 1st defendant. In the first week of July 2016 the 1st Defendant started against pestering the Plaintiffs father for ransom claiming, the plaintiffs grew suspicious of the conduct of the 1st Defendant and made enquiries in the sub-registrar's office, Thousand Lights and to the shock and surprise came to know that the 1st Defendant had created a sale deed dated 18.11.2015 in his favour through his wife, the 2nd defendant purporting to convey for a purported sale consideration of Rs.3 Crores. The sale deed further recites that the original title deeds were handed over and the purchaser has been put in possession of the property. The 2nd defendant was not in possession of the property and hence the recital that possession of the property was transferred to the 1st defendant is false. No sale consideration has been paid under the sale deed on the date of sale or earlier. The entire tenor of the document is false, incorrect and not supported by any consideration whatsoever. The said sale deed was also not acted upon.



2(h) During June 2018, the 1st Defendant along with 4th and 5th

Defendants and a group of henchmen came to the suit property and demanded that the Plaintiffs family should vacate the flat claiming that the same belongs to the 5th Defendant. They withstood the threat stating that they would call the police. However, they suspected that some further documents might have been created by the defendants and searched in the sub-registrar office, Thousand Lights and came to know that the 1st Defendant has executed a power of attornery dated 4.2.2016 in favour of the 3rd Defendant and pursuant to the same, the 3rd Respondent has executed the sale agreement dated 5.2.2016 in favour of the 4th Defendant for a purported sale consideration of Rs.1,65,00,000/- and as if a sum of Rs.1,00,000/- has been paid as advance.

2(i) The defendants joined together and are claiming right under the aforesaid documents and are threatening to evict the from the suit property. The Plaintiffs are in possession of the suit property as absolute owners. In the above circumstances, the plaintiffs father was constrained to lodge a complaint with the Commissioner of Police, Chennai on 08.06.2018 requesting suitable action. however, the police have treated the complaint as a property dispute and not taken any action. Hence the Plaintiffs have filed this suit for the reliefs as stated above.

3. Though notices were served to all the defendants, no one appeared



for the Defendants. Hence the Court has directed the Registry to print the names of all the Defendants in the cause list. Even after their names were also printed none of the Defendants have appeared either personally or through their counsels. Hence, for their non-appearance an order of ex parte was passed against the Defendants 1 to 5 and the matter was referred to the learned Master for recording ex parte evidence.

4. In this suit, on the side of the plaintiffs, the 2nd plaintiff was examined herself as P.W.1 and Ex.P.1 to Ex.P.12 were marked.

Exhibits produced on the side of the plaintiffs:

S.No.	Exhibits	Date	Description
1.	P-1	11.09.2008	Certified copy of sale deed executed in favour of the plaintiffs registered as Doc.No.801 of 2008 in the office of the District Registrar, Madras South.
2.	P-2	02.02.2008	Original Memorandum of Articles of Association of M/s. Atlas Power India Pvt.Ltd.,
3.	P-3	03.03.2011	Certified copy of the General Power of Attorney executed by the Plaintiffs in favour of Mr.R.Prabhu
4.	P-4	19.12.2013	Certified copy of the sale deed by Power of Attorney agent of 1 st Defendant, R.Prabhu in favour of Mrs.Priya Rajendran
5.	P-5	19.12.2013	Certified copy of the sale deed by Power of Attorney agent of 1 st



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S.No.	Exhibits	Date	Description
			Defendant, R.Prabhu in favour of Ms.R. Kavitha
6.	P-6	19.12.2013	Certified copy of the sale deed by Power of Attorney agent of 1 st Defendant, R.Prabhu in favour of Mrs.Krithiga Priyadarshini
7.	P-7	27.07.2016	Encumbrance Certificate
8.	P-8	06.10.2015	Certified copy of the General Power of Attorney executed by Plaintiffs in favour of 2 nd Defendant
9.	P-9	18.11.2015	Certified copy of the sale deed executed by 2 nd Defendant as Power Agent in favour of the 1 st Defendant
10	P-10	05.02.2016	Certified copy of the sale agreement executed by the 3 rd Defendant in favour of the 4 th Defendant
11	P-11	09.08.2016	Certified copy of the sale deed executed by the 3 rd Defendant acting as POA of 1 st Defendant in favour of the 5 th Defendant
12	P-12	08.06.2018	Xerox copy of the complaint lodged by Plaintiff's father with the Commissioner of Police, Chennai

Witnesses examined on the side of the plaintiffs:

P.W.1. - Ms. Zohena Fathima

5. Heard the learned counsel for the plaintiff and perused the records.

6. The 2nd Plaintiff Ms. Zohena Fathima was examined as P.W.1



in the plaint. From the evidence of P.W.1 and the documents filed, it is proved that the sale deed dated 18.11.2015 bearing document No.1414 of 2015 executed in favour of 1st Defendant through his wife 2nd Defendant would not convey any right, title or interest in favour of the 1st Defendant and not binding on the plaintiff. It is also proved that the 2nd Defendant was not in possession of the property and hence, the recital that possession of the property was transferred to the 1st Defendant is per se false.

7. Further the sale deed dated 9.8.2016 registered as document No.931 of 2016 in the office of the Joint Sub-registrar-II, Thousand Lights, in favour of the 5th Defendant, who is brother of 4th Defendant purporting to convey the suit property for an alleged sale consideration of Rs.1.65 Crores. However, physical possession of the property still continues with the Plaintiffs and they are residing in the said Flat with their family and are paying Property Tax, water charges, Electricity charges, Flat Maintenance Charges etc., The above fact proved that the sale deed executed by the 1st Defendant through his power agent, 3rd Defendant in favour of 5th Defendant is void, illegal and not supported by any consideration and will not convey any right, title or interest over the suit property to the 5th Defendant.

8. The Defendants 1 to 5 joined together and are claiming right under the aforesaid documents and are threatening to evict the plaintiffs from the suit property. The plaintiffs are proved that they are in actual possession of



the suit property as absolute owners thereof and the Defendants 1 to 5 are joined together and claiming right over the property. From the documents filed and the evidence of P.W.1 and also the argument of the learned counsel for the Plaintiffs the Plaintiffs have proved their case. In view of the same, the Plaintiffs are entitled for the reliefs as prayed for.

9. In the result, the suit is decreed as prayed for with costs.

Sd./-R.P.A.J.

19/03/2021

//Certified to be true copy//

Dated at Madras this the day of 2021.

COURT OFFICER(O.S.)

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