



C.S.No.555 of 2010

IN THE HIGH COURT OF JUDICATURE AT MADRAS

RESERVED ON : 03.11.2022

PRONOUNCED ON : 15.12.2022

CORAM

THE HON'BLE MR.JUSTICE G.CHANDRASEKHARAN

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M/s.B.B.C.Spring Field Flat,
Owners' Association,
(Registration No.150/1996),
Authorised and Ex-Represented
by its Secretary, Mr.Suresh
Chandra D.Jain,
No.58, E.V.K.Sampath Road,
Vepery, Chennai 600 007.

... Plaintiff

vs.

- 1.Inderchand D.Kochar
- 2.Sarala Kumar
- 3.Suresh Kumar D.Kochar
- 4.Anitha
- 5.Ramesh Kumar D. Kochar
- 6.Rajakumari
- 7.K.Diwakar (Since Deceased)
- 8.Meerakumara Swamy
- 9.Vani Prathap
- 10.The Member Secretary,
Chennai Metropolitan
Development Authority,
No.8, Gandhi Irwin Road,
Egmore, Chennai 600 008.



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11. The Commissioner,
Corporation of Chennai,
Chennai 600 003.

12. M/s. Barath Building
Construction Associates Pvt. Ltd.
Rep by its Managing Director,
No. 15, Neelakantha Mehta Street,
T. Nagar, Chennai 600 017.

13. Usha Diwakar

14. D. Sanjeevi

...

Defendants

Prayer: This Civil Suit is filed under Order VII Rule 1 of C.P.C. r/w Order IV of Rule 1 of the O.S. Rules, for a decree and judgment against the defendants and their agents, servants or any one acting under them:

(a) Declaration that the sale deed executed by 7 defendant in favour of defendant 1 to 6 on 15.4.2005 and registered as Doc.No.819 of 2005 for the "B" Schedule property is null void and delivery of the possession (excluding the dwelling units on rear side) of the "B" Schedule property to the extent of vacant land in order to make it as common area for the entire property as per 1st Original Sanction Plan B/13969/89 dated 20.6.1990 issued by 10th and 11th defendant to enjoy by all the occupants of 18 grounds 58 sq. feet., belongs to entire Flat owners of the Association and thus render Justice.

(b) Mandatory direction to remove the compound wall with gate (as shown in the plan attached to plaint) marked red put up by the defendants and remove unauthorised construction of compound wall as shown in the Plan by defendants 10 and 11 in between the front property and the rear side properties i.e., between "A" and "B" Schedule properties as shown in the Plan



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attached to the plaint, paving to all the residents and the flat owners in order to utilise the rear side "B" Schedule property as common area for parking and other common facilities as left out for the sanction plan of 18 grounds 58 sq. feet., for which the plan sanction has been obtained and thus render justice (Plan attached to plaint with description).

(c) For damages of a sum of Rs.48,00,000/- at the rate of 3 lakhs per month against the defendant 1 to 7 and also 13th defendant for unlawfully and illegally utilising the common area as exclusive area and also conveying common area for the defendants 1 to 6 by the 7th defendant at the rate of Rs.3,00,000/- per month from the January 2009 to 30th April 2010 for a sum of Rs.48,00,000/- and also damages from the date of filing the suit till the date of decree.

(d) Declare that the release deeds executed by defendants 8 9 in favour of the 7th defendant by two release deeds dated 10.7.2003 and 09.2.2004 and registered as Doc. Nos. 1569 of 2005 and 364 of 2004 are null and void as the defendants 8 and 9 do not have any right to convey the land in favour of the 7th defendant.

(e) For Permanent injunction restraining the defendants 1 to 6 in dealing with the "B" Schedule property or putting up any construction or leasing with or doing any act on the "B" Schedule property or on common area as indicated in Original Plan B/13969/89, dated 20.06.1990 (for 18 ground 58 sq. feet) and not to allow any unauthorised construction in the suit schedule mentioned property by the Defendants 10 and 11 and thus render

justice.



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(f) for costs of the suit;

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For Plaintiff : Mr.P.Subba Reddy

For Defendant : Mr.M.V.Venkateshan
Nos.1 to 6

For Defendant
No.7 : No appearance

For Defendant
Nos.8 to 12 : Set ex-parte

For Defendants
Nos.13 & 14 : Mr.M.A.Lakshmipathi

J U D G M E N T

The suit is filed for declaration, mandatory injunction, damages and for permanent injunction.

2.The case of the plaintiff association is that there are totally 77 flats in the front side and three flats on the rear side of the property. All the members formed an association called as M/s.B.B.C.Spring Field Flats Association. 'A' schedule property originally belongs to K.Kumarasamy. K.Kumarasamy gave the entire 'A' schedule property for development and sale to the 12th defendant, who promoted flats and sold to the members of the association. The extent of the property belong to K.Kumarasamy was approximately 18 grounds and 58 sq.ft. K.Kumarasamy died on 23.09.1993, leaving behind his



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wife, son and daughter, who are the defendants 7, 8 & 9. Initially, the application for sanction plan was made by defendants 7 & 8 through the 12th defendant. The plan sanction was obtained by the owners and promoters for the entire property. Larger area of vacant space was left for car parking. The planning authorities, namely, the defendants 10 & 11, sanctioned planning permission for the development of the entire property of 18 grounds and 58 sq.ft, in two blocks. Initially, sanction was given for ground and three floors. Thereafter, additional construction of four floors was made and applied to Government for regularization of all seven floors. The Government passed an order in G.O.M.S.No.79, dated 08.02.1994, regularising the ground plus seven floors. The owner and the builder had put up an unauthorised construction of a dividing wall in between the front portion and rear portion. There is no dividing wall in the sanction plan, dated 20.06.1990. The flat owners, who are residing in the front portion, directed the builder and the owner to remove the unauthorised construction in order to utilise the back side open space for car parking.

3.The sale deed executed by the defendants 7 to 9 clearly indicates that the entire 'A' schedule property was used for promotion of flats. The developers by obtaining the power of attorney from the original owners



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executed sale deeds in favour of purchasers of flats, wherein, undivided share of land was sold to each flat owner from and out of 18 grounds and 58 sq.ft.

The legal heirs of K.Kumarasamy, namely, his wife, son and daughter executed a sale deed in favour of the defendants 1 to 6 on 15.04.2005 for an extent of 8400 sq.ft. They do not have any right to convey the property to the defendants 1 to 6. The sale in favour of the defendants 1 to 6 is ab-initio void and it is a sham document. The defendants 1 to 6 in collusion with the 7th defendant put up a wall separating the single property into two blocks. On the rear side of the property, three flats had been built up with a total extent of 5500 sq.ft. The documents created by the 7th defendant i.e., two release deeds, dated 10.07.2003 and 09.02.2004, executed by K.Meera Kumarasamy and K.Vani Pratap in favour of the 7th defendant are not valid in law. The area left over around the three flats on the rear side is a common property and the plaintiff's members have right to utilise that area.

4.The defendants 1 to 7 had put up an unauthorised additional construction on the rear side of the flat. The writ petitions filed by the plaintiff in this regard in W.P.Nos.17220 & 17221/2005 were disposed off stating that the dispute is civil in nature. The Writ Appeal Nos.1472 & 1473/2005 were also disposed by this Court with a direction to the



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Commissioner, Corporation of Chennai. Therefore, this suit for the aforesaid reliefs claimed.

5.The case of the third defendant is that the entire extent of 18 grounds and 58 sq.ft belongs to K.Kumarasamy. There were buildings in the land. Front portion was occupied by the tenants and the bungalow was occupied by K.Kumarasamy along with his family. K.Kumarasamy entered into a joint development agreement with the 12th defendant. As per the agreement, front portion in the 'A' schedule property was permitted to be sold to various persons, after promoting flats in the land. Rear portion, namely, the 'B' schedule property was retained by K.Kumarasamy. It is specifically stated in the development agreement that a new pucca bungalow with childrens' park, fountain and open space will be provided in the place of existing superstructure in the 'B' schedule property. The extent of land given to the 12th defendant for improvement was only 50% of the land. E.V.K.Sampath road is the access to 'B' schedule property. There is a compound wall demarcating 'A' and 'B' schedule properties with a gate. Accepting to these conditions, 12th defendant constructed a bungalow as early as 1991 and put up a compound wall with a gate thereon and handed over the same to the heirs of K.Kumarasamy. 77 flats were constructed in the 'A' schedule



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property with covered car parking. When flat owners purchased the flats, they were aware of the existence of the bungalow and the rights of the heirs of K.Kumarasamy over the 'B' schedule property. The suit has been filed nearly 16 years after the construction of the compound wall and bungalow in the 'B' schedule property. Heirs of the K.Kumarsamy, namely, the defendants 8 and 9 have released their right in favour of the 7th defendant in the 'B' schedule property. 7th defendant sold the 'B' schedule property to the defendants 1 to 6 on 15.04.2005. The sale deed makes it clear that the rear portion of nearly 3.5 grounds with a compound wall and building is exclusive property of K.Kumarasamy. When some of the flat owners attempted to park their vehicles in the open space exclusively provided for defendants 1 to 6, it was objected. Therefore, this suit is filed. The defendants submitted that 'B' schedule property with land and building and with compound wall and gate are in exclusive possession and enjoyment of the title holders continuously from 31.03.1994, when the same was handed over by the 12th defendant and even thereafter without any interruption. The plaintiff has not produced the by-laws of the association, resolution, authorising the Secretary to institute the suit. The plaintiff started the legal proceedings only after the property was sold to the defendants 1 to 6 in 2005. They have not made any claim prior to that. The suit is not at all maintainable. Therefore, he prayed for



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dismissal of this suit.

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6.The defendants 1, 2, 4 to 6 adopted the written statement of the third defendant.

7.The case of the defendants 13 and 14 is as follows:

The entire extent of 18 grounds and 58 sq.ft. in R.S.No.651, Block No.15, Vepery Village, originally belonged to K.Kumarasamy. The 13th defendant is the daughter-in-law of K.Kumarasamy and 14th defendant is his grandson. There was an old bungalow in the 18 grounds of land. K.Kumarasamy entered into a development agreement with the 12th defendant for the construction of the residential flats in the land. As per the agreement, K.Kumarasamy was entitled to 50% undivided share, namely, 9 grounds & 59 sq.ft. 12th defendant agreed to construct an independent bungalow house in the rear side in the land of an extent of 8400 sq.ft. for the exclusive use of K.Kumarasamy and his family members. The 12th defendant long before the construction of the apartments in the front side constructed an independent house on the rear side with a right to use the passage leading from EVK Sampath road to the said western portion. From 1992, K.Kumarasamy was in occupation of the independent bungalow. After the death of K.Kumarasamy on 23.09.1993, his legal heirs inherited the independent bungalow on the rear



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side. Flats in the front side were constructed only after the death of K.Kumarasamy. Plaintiff association has no common right in respect of the land retained by K.Kumarasamy. 13th defendant's husband obtained release deed from his mother K.Meera Kumarasamy and sister K.Vani prathap in respect of their 1/3rd undivided share in 8400 sq.ft. of land with bungalow, through release deeds dated 10.07.2003 and 09.02.2004. He sold the land together with building to defendants 1 to 6 on 18.04.2005. The compound wall was constructed by the 12th defendant at the time of constructing the independent bungalow on the western side. Thus, the suit is not maintainable and liable to be dismissed.

8.On the basis of the aforesaid pleadings, the following issues are framed:

1.Whether the plan sanction has been obtained for the suit A schedule property, i.e. 18 grounds and 58 sq.feet on 20.02.1990 to construct flats on the entire property of 18 grounds and 58 sq. feet?

2.Whether any vacant land available to execute sale deed by 7th defendant in the suit 'A' Schedule property in favour of the defendants 1 to 6 dated 15.04.2005 and registered as Document No.819 of 2005?



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3. Whether such sale deed executed by 7th defendant in favour of the defendants 1 to 6 on 15.04.2005 and registered as Document No.819 of 2005 is valid or not?

4. Whether the defendants 1 to 9 have right to put up compound wall segregating suit 'B' schedule property from and out of 'A' schedule as separate property?

5. Whether the members of the plaintiff association having individual right in the entire 'A' schedule suit property are entitled to seek for direction to remove the compound wall put up by the defendants 1 to 9 segregating 'B' schedule property from and out of 'A' schedule property?

6. Whether the plaintiffs are entitled for mandatory direction to remove the compound wall and gate put up by the defendants 1 to 9 from and out of suit A schedule mentioned property in order to make the entire 18 grounds 58 sq. feet as property to every flat owner of plaintiff's association in accordance with the sanction plan dated 20.02.1990?

7. Whether the plaintiffs are entitled to claim for damages against the defendants 1 to 9 in view of



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exclusive enjoyment by the defendants 1 to 6 for schedule 'B' property which is within 18 grounds and 58 sq. feet of 'A' schedule property, so long as they continue to hold exclusive enjoyment?

8. Whether the Release Deed executed by defendants 8 and 9 in favour of 7th defendant dated 10.07.2003 and 09.02.2004 registered as Document No.1569 of 2005 and Document No.364 of 2004 have to be declared as null and void or not?

9. To what other relief the plaintiff is entitled to ?

9.PW1 was examined and Exs.P1 to P37 were marked. Ex.P38 was marked by consent before this Court. DW1 was examined and Exs.D1 and D2 were marked.

Issues 1 to 5 & 8:

10.The learned counsel for the plaintiff submitted that there was a development agreement between the erstwhile owner of the land measuring 18 grounds 58 sq.ft. in O.S.No.25 (part), R.S.No.651 (part), C.C.No.3583, Block No.15, Vepery Village, Chennai, K.Kumarasamy and V.Ramaiah on 06.03.91 for the constructions of flats in the land. Originally, ground plus



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three floors were constructed and then four additional floors were also constructed. There are now seven floors with 77 flats. All the flat owners formed the plaintiff association. At the time of sale of the flats, individual flat owners were sold the flats along with undivided share in the 18 grounds and 58 sq.ft. Therefore, all the flat owners have undivided share in the total extent of 18 grounds and 58 sq.ft. However, after selling the undivided shares in 18 grounds and 58 sq.ft to all flat owners, the defendants 8 & 9 had executed a release deed in favour of the deceased 7th defendant claiming that they have separate and independent right in 50% of the land in 18 grounds and 58 sq.ft. On the basis of the release deed executed by the 8th and 9th defendants, 7th defendant sold portion of the property to the defendants 1 to 6. After selling the undivided shares in 18 grounds and 58 sq.ft. to the 77 flat owners, the alienations made by the defendants 7 to 9 are not legal and valid. In this regard, the plaintiff association initiated writ proceedings. The Writ Court, finding that the issue involved is in the nature of civil dispute, directed the plaintiff association to approach the Civil Court. Thus, the suit came to be filed.

11.It is further submitted by the learned counsel for the plaintiff that the plan approval was given for construction of the building in 18 grounds 58 sqft. The builder was given power of attorney to deal with the 18 grounds 58



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sq.ft. Therefore, any subsequent alienations made contrary to the terms of power of attorney deed is not valid. Ex.D1 development agreement is a created document. The members of the plaintiff association have undivided interest in the total extent of 18 grounds and 58 sq.ft. and that is denied by the defendants by putting up a compound wall on the rear side of the building claiming exclusive ownership to the rear side portion of the land and depriving the members of the plaintiff association from using the common area for the purpose of car parking or for other use. The defendants are not legally entitled to do that.

12.In support of his submissions, the learned counsel for the plaintiff relied on the following judgments in *Maria Margarida Sequeria Fernandes and others Vs. Erasmo Jack De Sequeira* reported in (2012) 5 SCC 370 for the proposition that "every trial is voyage of discovery in which truth is the quest". The truth should be the guiding star in the entire judicial process. Truth alone has to be the foundation of justice. The entire judicial system has been created only to discern and find out the real truth. Judges at all levels have to seriously engage themselves in the journey of discovering the truth. He also relied on the judgment in *Garre Mallikharjuna Rao Vs.Nalabothu Punniiah* reported in 2013 (4) SCC 717 for the proposition that the stamp



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paper purchased at a different place 11 months prior to the date of agreement for sale created a strong suspicion in the genuineness of the document. The stamp paper for Ex.D1 was purchased at Watrap on 06.03.1991 and on the same date this agreement was entered at Chennai. Therefore, the genuineness of Ex.D1 is doubtful.

13.Per contra, the learned counsel for the defendants 1 to 6 submitted that as per Ex.D1 development agreement, entire 18 grounds and 58 sq.ft. was not handed over to the builder for developing the apartments with flats. The developer, as per Ex.D1 development agreement, admitted to provide and handover a total constructed area on the 50% of the undivided share of the land in the schedule property for the benefit of the owner of the land, namely, K.Kumarasamy for his unhindered residential purpose in accordance with the sanctioned plan, to be secured by the builder. Only the remaining portion of the undivided share of the land was transferred to the prospective buyers of the apartment. Therefore, the plaintiff cannot claim any undivided interest in the 50% of the land retained by the land owner K.Kumarasamy for his unhindered residential purpose. Even as per the plaint averments, the owner and the builder had put up the compound wall long back. It is not as though the compound wall was constructed just prior to the filing of the suit.



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The plaintiff has not initiated any legal proceedings till 2005. Only after the defendants 1 to 6 purchased the property, the plaintiff had filed this suit. The flats were constructed only after 1993. The plaintiff has not produced any document to show that from 1996 to 2010, they used the 'B' schedule property. No evidence was produced to show that defendants 1 to 6 constructed the compound wall. There are two separate plans for the apartments and the independent building in the 'B' schedule property. The suit is filed by the plaintiff association, represented by its Secretary, Mr.Suresh Chandra D.Jain. Mr.Suresh Chandra D.Jain is not owning any flat, therefore, he is not eligible even to become a member of the plaintiff association. When that be the case, the filing of the suit by Mr.Suresh Chandra D.Jain as Secretary of the plaintiff association is not maintainable. The learned counsel appearing for defendants 13 & 14 had also advanced identical argument. Thus, the learned counsel for defendants 1 to 6 and 13 & 14 submitted that this suit has no merits, the relief asked is unworkable; the suit is barred by limitation and prayed for dismissal of the suit. In support of their submissions, the learned counsel for the defendants relied on the judgment in *Khatri hotels private limited and anr. vs. Union of India and another* reported in *AIR 2011 SCC 3590* for the proposition that the when the suit is based on multiple causes of action, the period of limitation will start



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from the date of first cause of action. The compound wall was constructed long back, but the suit was filed belatedly and therefore the suit is barred by limitation.

14. There is no dispute with regard to the fact that K.Kumarasamy, who died even before the completion of the project, was the owner of 18 grounds and 58 sq.ft. as detailed above. It is also not in dispute that he entered into a development agreement with one V.Ramiah for developing the land into apartments containing flats and independent bungalow. Independent bungalow was meant to be constructed for the exclusive use of the land owner K.Kumarasamy. The apartments were meant to be constructed for selling the flats to the prospective buyers.

15. Ex.D1 is the development agreement executed between K.Kumarasamy and V.Ramiah on 06.03.1991. It is seen from this agreement that K.Kumarasamy, the owner of the land measuring 18 grounds and 58 sq.ft. decided to demolish the existing old, outdated and partly dilapidated building and develop the property. Since he had no resources to develop the property, he entered into an agreement with the second party, namely, V.Ramiah on 03.08.1989 for developing the property. The second party was



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not able to implement the agreement. Therefore, the agreement dated

03.08.1989 was cancelled and thereafter, this agreement was entered into. As

per this agreement, the developer V.Ramiah agreed to construct a building and hand over the constructed area on the 50% portion of the undivided land to the first party, namely, K.Kumarasamy for his unhindered residential purpose. Remaining 50% was agreed to be handed over to the developer for the construction of apartments to the prospective buyers. It was made clear that K.Kumarasamy did not intend to convey or transfer the schedule property with the developer. Second party has to construct the building with his own funds. It is further made clear that K.Kumarasamy agreed to transfer only 9 grounds and 29 sq.ft., being 50% of the undivided share in the entire schedule property to V.Ramiah. There is a further agreement that the builder V.Ramiah agreed to construct and deliver to K.Kumarasamy for his immediate residential purpose, the built up area of 5500 sq.ft in the undivided area of 9 grounds 29 sq.ft retained by K.Kumarasamy. The builder also agreed to build and construct 39000 sq.ft. in the form of multi-storeyed apartments. There are other terms of agreement as well. We can gather from this joint development agreement that the land owner K.Kumarasamy had agreed to convey only 50% of the land measuring 18 grounds 58 sqft. i.e., 9 grounds 29 sq.ft., to the builder for construction of apartments/buildings and



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retained the remaining 50%, namely, 9 grounds 29 sq.ft. for his own use.

Ex.D1 is challenged by the plaintiff stating that this is a created document and it has no legal force on the date of conveying the undivided share in the total extent of 18 grounds and 58 sq.ft. to all the flat owners. We will consider the binding nature of this document later.

16. (i)Mrs.K.Meera Kumarasamy, wife of late K.Kumarasamy, (ii)K.Diwakar (iii)K.Vani pratap, son and daughter of late K.Kumarasamy had executed Ex.P38 power of attorney deed, dated 09.11.1993, in favour of V.Ramiah. It is acknowledged in this document that K.Kumarasamy had executed a power of attorney deed for the purpose of development and sale of the buildings in favour of V.Ramiah on 24.04.1989. On his death, the aforesaid persons, as his legal heirs, inherited the property. As per the development agreement dated 06.03.1991, the existing whole building was demolished and construction of multi-storeyed building had reached the advanced stage. The completed residential portion was handed over to late K.Kumarasamy, during his life time. After his death, it was necessary and essential for executing the power of attorney deed in favour of V.Ramiah for the purpose of development and sale of the property. Accordingly, this power of attorney deed came to be executed. It is evident from this document that



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on 09.11.1993, residential building was constructed as per Ex.D1 development agreement and handed over to K.Kumarasamy and the construction of the apartments had reached the advanced stage. Both the parties have not produced the power of attorney deed dated 24.04.1989 executed by K.Kumarasamy in favour of V.Ramiah.

17.Ex.P4 is the copy of the Government Order in G.O.Ms.No.79, Housing and Urban Development Department, dated 08.02.1994. The Government Order came to be passed on the basis of the appeal filed by V.Ramiah, Managing Director of Bharath Building Construction Associates (P) limited and Proprietor, B.B.C., for regularisation of additional construction of fourth to seventh floors made in S.No.651, Block No.15 of Veperiy Village. After taking into consideration his grounds of appeal, rules and other relevant matters, the Government Order was issued. After allowing the appeal filed by V.Ramiah, directions was also issued to issue the notification to enable the Member Secretary, M.M.D.A. to issue planning permission for the construction made.

18.Ex.P7 is the memorandum of B.B.C. Spring Field Flat Owners' Association. Ex.P9 is the copy of the registration certificate given by the



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authority under the Tamil Nadu Societies Registration Rules, 1978 for registering the plaintiff association as a Society under the Act. Ex.P5 is the list of members of the Society. Ex.P33 is the flat maintenance details of Flat Nos.78 and 79. Ex.P8 is the copy of the letter sent to K.Diwakar. Diwakar was required to satisfactorily substantiate with regard to the use of the open land between the main block and his block by necessary clarification. What we can gather from Ex.P8 is that there are two blocks, one in the front portion consisting of apartments with flats and other, in rear portion, an independent bungalow.

19.Ex.P10 is the stop work notice given by CMDA. Exs.P13 to P31 relates to notice and writ proceedings between the parties. Through Ex.P13 notice, the plaintiff association sent a complaint to (1) the Member Secretary, CMDA (2) The Commissioner, Corporation of Chennai and the first defendant D.Inderchand Kochar alleging that the total area of 18 grounds and 58 sq. ft. is a common area. Whiles, the first defendant is making unlawful construction. Exs.P14 and 15 are the copies of telegrams in this regard.

20.The plaintiff filed W.P.No.17220 of 2005 against the Member Secretary, CMDA, the Commissioner, Corporation of Chennai and first defendant D.Inderchand Kochar for demolishing unauthorised constructions.



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However, this Writ Petition was dismissed giving liberty to the plaintiff to file a civil suit. Another Writ Petition in W.P.No.17221 of 2005 was filed by the plaintiff against the same parties for taking action on the representation given by the plaintiff on 06.05.2005. This Writ Petition also ended in dismissal for the reason that the dispute is of civil in nature.

21.Ex.P18 is the reply to the notice of the plaintiff in Ex.P13. It is claimed in this reply that K.Kumarasamy retained 9 grounds 29 sq.ft. and only the remaining 9 grounds 29 sqft. was conveyed for the construction of the apartments. As per the agreement between the builder and K.Kumarasamy, builder constructed a building measuring 5500 sqft. over 3.5grounds and handed over the possession, rest of the land was developed into multi-storeyed building consisting stilt car parking and seven residential floors. Members of plaintiff association parked car, obstructing the passage used by the first defendant. When that was objected, this notice containing false allegations was given. It is stated that there was no unlawful construction.

22.Exs.P19 and 21 are the counter affidavit filed by the Commissioner, Corporation of Chennai and first defendant D.Inderchand Kochar in W.A.No.1472 & 1473 of 2005 and W.A.M.P.No.2737 of 2005. Ex.P20 is the copy of the order granting interim injunction in W.A.M.P.No.2737 of



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2005 in W.A.No.1472 of 2005. Ex.P22 is the notice from the Member Secretary, CMDA to the Commissioner, Corporation of Chennai and others about the deviation in the Construction. Ex.P23 is the demolition notice from CMDA to the first defendant D.Inderchand Kochar stating that the construction of ground floor plus 2 floors at D.No.58, E.V.K.Sampath Road, Veperiy, Chennai is unauthorised and he was asked to restore the land to its condition, prior to the construction. Ex.P24 is the contempt petition filed in Cont.P.No.888 of 2006. Ex.P25 is the affidavit filed by Member Secretary cum Managing Director, CMDA. Ex.P26 is the reply by the first defendant to the Member Secretary, CMDA to Ex.P23 notice. It is claimed in the reply by the first defendant that this letter was sent wrongly to him instead of sending it to Mr.Naveed. It is further stated that he had not violated any provisions of the Act. Ex.P27 is the additional counter affidavit filed by the first defendant in Cont.P.No.888 of 2006. Ex.P29 is the order passed in W.A.Nos.1472 and 1473 of 2005. Two weeks time was given to the 2nd respondent, therein, for demolishing the unauthorised additional construction. Ex.P30 is the additional affidavit filed by 2nd respondent in W.A.Nos.1472 and 1473 of 2005. W.A.Nos.1472 and 1473 of 2005 came to be disposed with a direction to the standing committee of the second respondent to dispose of the appeal filed by the third respondent. Cont.P.No.888 of 2006 came to be disposed as



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closed, taking into consideration, the counter affidavit filed by the third respondent, namely, the first defendant herein. Thus, it is clear from Exs.P31 & 28 orders that the plaintiff was not able to get any favourable orders in the Writ and Contempt proceedings. The dispute has to be decided only on the basis of the evidence produced in this case.

23.Ex.D1 is the oldest document filed in this case. It is notarised xerox copy of the development agreement between K.Kumarasamy and V.Ramaiah. Before producing this document, defendants gave a notice to the plaintiff, to produce the original joint development agreement, dated 06.03.1991 in the Court through Ex.P34. Ex.P35 is the reply to Ex.P34 given by the learned counsel for the plaintiff to the learned counsel for the defendants, wherein, it is informed that the plaintiff is not in possession of the joint development agreement dated 06.03.1991. Only thereafter, it appears that Ex.D1 was marked.

24.Ex.D1 was challenged by the learned counsel for the plaintiff on the ground that it is a fabricated document to suit the case of the defendants. In support of this submissions, he stated that the stamp paper for writing the agreement was purchased at Watrap, on 06.03.1991 and on the same date, the



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agreement was entered. Page numbers are given only from page no. 4 and there is no page nos. 1 to 3. It is practically not possible for writing this joint development agreement at Madras on 06.03.2021 on a stamp paper on 06.03.1991 at Watrap. It is true that there is this discrepancy on the face of the record.

25.However, Ex.P38 is the document relied by the plaintiff and only through this document, the flat owners were sold the flats by the developer V.Ramiah. The plaintiff cannot refuse the existence of this document or challenge the genuineness of this document. This document was not marked by either side during the trial. Only during the course of arguments, this document was marked by the plaintiff with the consent of the defendants. This is a xerox copy of the power of attorney deed executed on 09.11.1993 by 1.Meerakumarasamy wife of K.Kumarasamy 2.Diwakar and 3.Vani Prathap, son and daughter of K.Kumarasamy in favour of V.Ramiah. Reading of this document shows that K.Kumarasamy had already executed the power of attorney document on 24.04.1989 for the purpose of development for the Construction and sale in respect of the property bearing D.No.58, E.V.K.Sampath Road, Vepery, Chennai. K.Kumarasamy had also entered into a development agreement with V.Ramaiah on 06.03.1991. Thus,



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it is clear from this document that Ex.D1 development agreement is referred in Ex.P38 power of attorney deed. Therefore, this Court, despite the discrepancy pointed by the learned counsel for the plaintiff, is of the view that it is not necessary to doubt the genuineness of Ex.D1 joint development agreement.

26.It is recited in Ex.P38 that on the death of K.Kumarasamy, his wife, daughter and son inherited the above mentioned property. Pursuant to the joint development agreement dated 06.03.1991, V.Ramiah demolished the existing old buildings and started construction of multi-storeyed building and the construction was in the advance stage. He also constructed a residential building and handed over the possession to K.Kumarasamy even during his life time. The residential building referred here is the 'B' schedule property in the suit. Multi-storeyed building referred here is the flats in 'A' schedule property. These recitals show that the joint development agreement dated 06.03.1991 was acted upon and the residential building in 'B' schedule property, flats in 'A' schedule prpoerty were constructed by V.Ramiah.

27.After the death of K.Kumarasamy, it was felt that it was necessary and essential for the wife and children of K.Kumarasamy to execute and



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register a fresh power of attorney in favour of V.Ramiah for the purpose of development (constructions) and sale of the property. Therefore, this Ex.P38 power of attorney was executed by them in favour of V.Ramiah. Only on the basis of Ex.P38, V.Ramiah had sold the flats to the buyers.

28.Coming back to the joint development agreement, it was already stated that K.Kumarasamy claimed to have retained 50% of the undivided share of the land and only transferred 50% of the undivided land for the construction of the flats. In the 50% of the land i.e.,9 grounds and 29 sq.ft. retained by him, residential building with built up area of 5500 sq.ft was built.

29.Perusal of the commissioner report and plan marked as Ex.P32 shows that defendants 1 to 6 are in possession and enjoyment of the 8801.68 sqft = 3.66 grounds. The remaining portion, i.e. 34997 sq.ft.= 14.57 grounds is in the possession of the plaintiff association, wherein, the flats had been constructed and car parking had been provided. Infact, though K.Kumarasamy intended to retain 9 grounds 29 sq. ft. in the total extent of 18 grounds and 58 sq.ft, he retained only 8801.68 sq.ft. = 3.66 grounds alone with the ground plus two storeyed building in it.

30.The plaintiff's case is that the plan approval was obtained for



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construction of flats and buildings for 18 grounds and 58 sq.ft. and a development agreement was entered for constructions of flats and buildings in 18 grounds 58 sq.ft. K.Kumarasamy's wife and children have no right to execute the release deed among themselves and then sell the property to the defendants 1 to 6. In support of their case, they relied on Ex.P3 memorandum of agreement of constructions and Ex.P6 sale deed. Both are xerox copies. Ex.P3 memorandum agreement of construction was entered into between 1.Ashok Metha 2.Hina A.Metha with B.B.C.Associates (P) limited through its Managing Director V.Ramiah to purchase the flats with undivided interest of share of the plaintiff in old municipal door no.5, new municipal no.58 E.V.K.Sampath Road, formerly known as Rundalls road, Vepery, Madras 600 007. Ex.P6 is the sale deed. It is seen from the sale deed that the extent of entire property is shown as 'A' schedule property with a measurement of 18 grounds and 58 sq.ft. in the aforesaid address. The property conveyed is shown as 'B' schedule property to an extent of 421 sq.ft. It is also seen from Ex.P4 that the entire 18grounds of land was considered while allowing the appeal filed by V.Ramiah.

31.Ex.P2 is the copy of the plan approval given by CMDA for the construction of the flats and also the building in 'B' schedule property. The



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plan approval for the constructions of the flats and the building in 'B' schedule property was given in proceedings in B2/13969/89 dated 20.06.1990. Of course, two plans were approved for the construction of a building in the 'B' schedule property and the flats in the remaining area. These documents, namely, Exs.P2, P4 and P6 clearly show that at the time of getting plan approval, V.Ramiah had shown the entire extent of 18 grounds and 58 sq.ft. Ex.P6 specifically reads that undivided share of land in the 'A' schedule property to an extent of 421 sq.ft. out of 43258 sq.ft. was sold. The claim of the plaintiff for the access to the land, in between the flats in 'A' schedule property and building in 'B' schedule property, on the basis of Ex.P2, P4 and P6 is justifiable and legal? What has to be considered is whether the right given in the sale deed of the flat owners can be enforced now, when there was a clear intention by the land owner to retain 50% of the land for his own use and transfer was made only in respect of remaining 50% of the land, for the construction of the flats.

32. We have already seen that even in Ex.P38, there is clear reference about Ex.D1 joint development agreement. Ex.D1 joint development agreement clearly shows the intention of K.Kumarasamy to retain 50% of the land to himself for his own use and transfer only the balance 50% for the



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construction of the flats. It is also seen from Ex.P38 that the building in 'B' schedule property was constructed even before the execution of Ex.P38 power of attorney deed and handed over to K.Kumarasamy. Thus, the 'B' Schedule property was in possession and enjoyment of K.Kumarasamy and after him, his wife, son and daughter and now in the possession and enjoyment of the defendants 1 to 6 through their purchase of the property from seventh defendant Diwakar through Ex.P12 sale deed. Diwakar's mother and sister, who are the defendants 8 and 9 had executed Exs.P36 and P37 release deeds releasing their respective 1/3rd share in the 'B' schedule property in favour of Diwakar. Diwakar in turn sold the property to the defendants 1 to 6 through Ex.P12 sale deed.

33.It is claimed that there are 77 flats, but the sale deed in respect of only one flat is produced as Ex.P6. Other sale deeds are not produced to find out the conveyance made through those sale deeds. Ex.P6 had come into existence on 13.02.1995 and all the other sale deeds might have also come into existence during this period, especially after execution of Ex.D1 joint development agreement. Though, it is claimed by the plaintiff that the defendants 1 to 6 had put up compound wall unauthorisedly, Ex.P8 proves otherwise. Ex.P8 is the letter dated 15.04.1996 addressed by the plaintiff association to the seventh defendant. Apart from making reference about the



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payment of maintenance charges and the need to stop the commercial activities, it is also stated about the exclusive use of the open the land between the main block and the rear block. It is stated that exclusive use of land between the main block and the seventh defendant's block needs to be satisfactorily substantiated and immediate clarification is required in this regard. It means the open land in between the main block and the seventh defendant's block was in the exclusive use of 7th defendant. Ex.P8 makes it abundantly clear that 'B' schedule was in exclusive use of the seventh defendant and now by the defendants 1 to 6.

34.The photographs filed by the Commissioner shows that in the compound wall separating the 'B' schedule property and the remaining area, flat numbers are written earmarking particular space for parking the car of the concerned flat owner. The compound wall appears to be very strong with decorated design and iron gates. It could not have been constructed in a day or a two or even in a month or two. It could have taken a considerable time to construct this compound wall. Therefore, the claim that the compound wall was constructed by the seventh defendant in collusion with the defendants 1 to 6 could not have been true. On the other hand, in all probability and as evidenced from Ex.P8, the compound wall could have been



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constructed long back, probably at the time of construction of building in 'B' schedule property.

35. Defendants 1 to 6 have raised a serious objections for PW1 to represent the plaintiff association stating that PW1 does not own a flat in the 'A' schedule property. As per the memorandum of plaintiff association, only the owners of the flats can become the member of the association. PW1 has not produced any document to show that he is owning a flat in the 'A' schedule property. As per Ex.P7 memorandum, only the members can become office bearers. If there is an expense to be met for more than Rs.5,000/-, prior approval of the President has to be obtained. PW1 has not produced any single piece of evidence in this regard. Reading of Ex.P7 shows that the membership of B.B.C. Spring Field Flat Owners Association is confined to the direct flat owners and it is obligatory for them to enrol themselves as a member. The close relatives of the flat owners who are leading members of the family, appropriate nominee duly authorised by any commercial undertaking owning the flat, on being formally authorised by the flat owner, will for all purposes be deemed to be regular member during the period of authorisation. The members who are managing affairs will be inducted to the management committee consisting of 17 members. The



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committee members will be selected from all blocks. The President, the Vice President, Secretary, Joint Secretary and Treasurer will be elected by the General Body. Committee members will be elected by flat owners in each block independently. This clause makes it clear that only a person owning a flat can become a member in B.B.C. Spring Field Flat Owners Association and only a member can elect the committee members and the committee members, in turn, will elect the President, the Vice President, Secretary, Joint Secretary and Treasurer. PW1, as claimed by the defendants 1 to 6, has not produced any evidence to show that he is owning a flat entitling him to become the member of the B.B.C. Spring Field Flat Owners Association and then the Secretary of the association. The only document he filed is Ex.P1 authorising him, as the Secretary of the Association to represent the case on behalf of the Association. This is dated 05.02.2014. Again, there is no evidence produced to show that he filed a similar authorisation when the suit was filed.

36.It is relevant to refer the evidence of PW1 and DW1. They have filed the proof affidavit reiterating the averments made in their pleadings. PW1 has stated that he has not filed any document to show that he was elected as Secretary of the plaintiff association. But, it is in the minute book



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of the plaintiff association. He continued to state that the minute book is not filed. He also stated that he has not filed any document to show that the plaintiff association passed a resolution to file the suit in 2010 and he has not produced any document to show that he was a Secretary in the year 2010, when the suit was filed. He admitted that he has not stated in the plaint as to the year in which the compound wall was constructed. He admitted that he has not produced any document to substantiate the claim of damages prayed for in the suit. He claims that he is the owner of the flat No.70, but stated that he has not filed any sale deed in respect of the flat No.70. He stated that he did not know that K.Kumarasamy retained 50% of the property mentioned in 'A' Schedule. He admitted that the bungalow mentioned in Ex.P2 plan is an independent building constructed in the year 1992. He admitted that the plaintiff raised a claim over 18 grounds in the suit property only in the year 2010. Diwakar was running work shop in the open space in 8400 sq.ft. land on the rear side bungalow and the plaintiff never objected it.

37.This evidence clearly shows that he has not produced any sale deed to show that he is the owner of the flat No.70, entitling him to become the member of the B.B.C. Spring Field Flat Owners Association. It is also evident from his evidence that the bungalow in 'B' schedule property was



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constructed even in the year 1992. He has not stated the year of construction of compound wall in the plaint, which is essential to consider the relief of mandatory injunction prayed. The claim with regard to the 18 grounds and 58 sq.ft is made only in 2010. He has not produced any material to show that he was elected as Secretary of the Association. It is claimed by the defendants 1 to 6 that the Association has not authorised PW1 to file the suit, but PW1 filed the suit personally by spending money from his own pocket claiming himself to be the Secretary of the plaintiff association, just to harass the defendants 1 to 6.

38.DW1 claim that he raised objections to Ex.P33 and Ex.P33 came to into existence after filing of the suit. It is his consistent evidence that the front side is a separate property and rear side is a separate property. There is a separate corporation assessment, sewerage and patta for the bungalow in 'B' schedule property. He purchased 3.5 grounds from the owner K.Kumarasamy. He has patta for 'B' schedule property and it is still in force.

39.A careful analysis of the oral and documentary evidence in this case shows that the land owner K.Kumarasamy intended to retain 9 ground and 28 sq.ft. for his own purpose. However, commissioner report, plan and photos



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shows that the defendants 1 to 6 are in possession and enjoyment of only 8801 sq.ft. and in remaining portion measuring 39477 sq.ft. in 'A' schedule property apartments are constructed and in possession and enjoyment of the flat owners. The defendants 1 to 6, prior to them, their vendors were in continuous possession and enjoyment of the 'B' schedule property from the year 1991 onwards. The plaintiff has not even stated in the plaint as to the period during which the compound wall was constructed. Though the plaintiff association initiated writ proceedings, the writ proceedings ended in dismissal as discussed above. The suit is first filed only in the year 2010.

40.Despite an objection was taken with regard to the maintainability of the suit by PW1 for the reason that he is not the owner of the flat and therefore, he cannot represent the B.B.C. Spring Field Flat Owners Association as a secretary, PW1 has not taken any steps for establishing that he is the owner of the flat and therefore, he can become a member and elected as a Secretary and file the suit. Only one sale deed is produced for the perusal of this Court out of the 77 flats. It is not known whether recitals found in Ex.P6 are also incorporated in other sale deeds. Without producing the sale deeds of other flats, it cannot be decided with certainty that undivided land was conveyed to the buyers in the total extent of 18 grounds and 58



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41. Even if the sale deeds of other flats are produced, they will be of no use to advance the case of the plaintiff for the reason that as per Ex.D1, only 50% of the land was entrusted to the developer V.Ramiah for the construction of the flats in 'A' schedule property. The remaining 50% was retained by K.Kumarasamy for his own personal use and enjoyment. We have already seen that from the Commissioner report and plan Ex.P32, that the present owners defendants 1 to 6 are in possession and enjoyment of 8801.68 sqft = 3.66 grounds. The remaining portion i.e., 34997 sq.ft. = 14.57 grounds is in possession and enjoyment of the plaintiff association. When there was a clear intention on the part of the owner of the land K.Kumarasamy to transfer only 50% of the land for the development of the flats, sale deed executed by the developer V.Ramiah, creating undivided interest in the total extent of 18 grounds and 58 sq. ft., in the considered view of this Court will not affect the right of K.Kumarasamy and later, his wife and children and now, the defendants 1 to 6 in the land and building which was/is in their occupation. To be precise, the plaintiff cannot claim any right on the basis of the sale deeds executed in the favour of the flat owners in respect of the area of 8801.68 sqft = 3.66 grounds and in the building thereon.



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42.The learned counsel for the plaintiff further submitted that Section 6 of the Tamil Nadu Apartment Ownership Act 1994 deals with the common areas and facilities. He further submitted that each apartment owner shall be entitled to undivided interest in the common area and facilities in the percentage specified in the Deed of Apartment. Such percentage shall be computed by taking, as the basis, the extent of the plinth area available in the apartment in relation to the total extent of the plinth area available in the building. Therefore, he submitted that the members of the plaintiff association is entitled for an undivided interest in the common area and facilities in the total extent of 18 grounds and 58 sq.ft.

43.True it is that, each apartment owner is entitled to an undivided interest in the common area and facilities in the specified percentage as dealt with under Section 6 of the Tamil Nadu Apartment Ownership Act, 1994 . However, this Court finds that the plaintiff association is not entitled to claim any undivided interest in the area, which is in the occupation of defendants 1 to 6, for the reason that the area in the occupation of the defendants 1 to 6 was not handed over to the developer of the flats for common usage. Thus, this Court finds that the plaintiff association is not entitled for any of the



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reliefs claimed in the plaint.

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44.In view of the reasons stated above, this Court finds that the plan sanction was obtained for 'A' schedule property i.e., 18 grounds and 58 sq.ft. on 20.02.1990 not only to construct the flats in 'A' schedule property, but also for the construction of the ground plus two floors in the 'B' schedule property. Thus, issue no.1 is answered.

45.It was found that only 50% of the land was transferred to the developer V.Ramiah for the construction of the flats. In respect of the balance 50% land available, defendants 8 and 9 had executed a release deed in favour of the seventh defendant through the registered Document Nos.1569 of 2005 and 364 of 2004. They are legally entitled to do that. Therefore, the release deed executed by the defendants 8 and 9 in favour of the seventh defendant in Document Nos.1569 of 2005 and 364 of 2004 are valid documents. Seventh defendant in turn sold a portion of land available with building in favour of the defendants 1 to 6 under the sale deed registered in Document No.819 of 2005 and this sale deed is valid. Thus, issue Nos.8, 2 & 3 are answered.



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46.It was already found that there is no specific mention about the period during which the compound wall separating 'B' schedule property from the rest of 'A' schedule property was constructed. It was also found that compound wall might have been constructed long back. When the extent of 8801.68 sqft = 3.66 grounds is in the possession and enjoyment of the defendants 1 to 6 now and prior to them, in the possession and enjoyment of the defendants 7 to 9, construction of the compound wall is within their right. Accordingly, issue no.4 is answered.

47.It was found that the plaintiff association has no right to claim undivided interest in the area of land in the possession and enjoyment of the defendants 1 to 6 i.e., 8801.68 sqft = 3.66 grounds and therefore, they are not entitled to seek a direction to remove the compound wall separating the 'B' schedule property from the rest of the 'A' schedule property. Thus, issue No.5 is answered.

48. Issue Nos.6, 7 & 9:

In view of the findings reached in the aforesaid issues, this Court finds that the plaintiff is not entitled to any of the reliefs claimed in the plaint. It is also to be noted that though the compound wall separating the 'B' schedule property from the rest of 'A' schedule property was constructed long back, the



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suit was filed only in 2010 and therefore, the prayer for mandatory injunction for removing the compound wall is barred by limitation also. Therefore, the suit is dismissed.

49.In the result, the suit is dismissed. Considering the facts and circumstances of the case, the parties are directed to bear their own costs.

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15.12.2022

Index: Yes/No

Internet : Yes/No

Speaking Order/Non-Speaking Order

List of witnesses examined on the side of plaintiff:

1. PW -1 Suresh Chandra D Jain.

List of documents marked on the side of plaintiff:

<i>S.No.</i>	<i>Exhibits</i>	<i>Description of documents</i>
1.	P1	Original Letter of Authorization dated 05.02.2014
2.	P2	Certified Copy of Plan Sanction by CMDA dated 20.06.1990
3.	P3	Xerox Copy of Memorandum of Agreement of construction dated 07.08.1992.
4.	P4	Xerox Copy of G.O.Ms.No.79 Housing & Urban Development Department dated 08.02.1994.
5.	P5	Copy of Members List
6.	P6	Certified Copy of Sale deed dated 13.02.1995
7.	P7	Xerox copy of Bye laws – BBC Spring Field Association Flat Owners Association dated 17.03.1996.



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S.No.	Exhibits	Description of documents
8.	P8	Copy of Letter from the plaintiff to the 7 th defendant dated 15.04.1996.
9.	P9	Certified copy of Certificate of Registration dated 13.05.1996.
10.	P10	Xerox copy of Stop work notice issued by CMDA dated 27.02.2003.
11.	P11	Xerox copy of patta issued by Tahsildar dated 13.08.2004.
12.	P12	Certified copy of Sale deed dated 15.04.2005.
13.	P13	Xerox copy of legal notice dated 06.05.2005.
14.	P14	Xerox copy of Telegraphic notice dated 06.05.2005.
15.	P15	Xerox copy of Telegraphic notice dated 15.05.2005.
16.	P16	Certified copy of High Court order in W.P.No.17220 of 2005 dated 31.05.2005.
17.	P17	Certified copy of High Court order in W.P.No.17221 of 2005 dated 31.05.2005
18.	P18	Copy of legal notice sent from the defendant's counsel to the plaintiff. Dated 12.06.2005.
19.	P19	Xerox copy of counter affidavit filed in W.A.No.1472 and 1473 of 2005. dated 07.10.2005.
20.	P20	Xerox copy of order passed by Hon'ble First Bench in W.A.No.1472/2005. Dated 26/10/2005.
21.	P21	Copy of counter affidavit filed by D1 in W.A.M.P.No.2737 of 2005 dated 16.12.2005.
22.	P22	Original Order by CMDA to Commissioner of Corporation dated 01.06.2006.
23.	P23	Copy of letter by CMDA to 1 st defendant dated 04.01.2007.
24.	P24	Xerox copy of Counter of Commissioner, Corporation of Chennai filed in Contempt No.888/2006.
25.	P25	Copy of Affidavit of Member Secretary of 1 st respondent in Contempt No.888/2006, dated 05.1.2007.



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<i>S.No.</i>	<i>Exhibits</i>	<i>Description of documents</i>
26.	P26	Copy of Letter of 1 st defendant to CMDA dated 08.01.2007.
27.	P27	Copy of Additional counter affidavit filed by the first defendant in the Suit, third respondent in Contempt Application No.888/2006 in W.A.M.P.No.2737/2005 in Writ Appeal No.1472 of 2004. dated 08.1.2007.
28.	P28	Certified Copy of order in Contempt Petition No.888/2006 dated 10.01.2007.
29.	P29	Certified copy of order in W.A.No.1472/2005 & 1473 of 2005 dated 13.03.2008.
30.	P30	Copy of Affidavit by Commissioner, Corporation of Chennai. Dated 21.04.2008.
31.	P31	Certified copy of order in W.A.No.1472 of 2005 & 1473 of 2005. dated 24.11.2008.
32.	P32	Report filed by the Advocate Commissioner in A.No.2923 of 2010 in C.S.No.555 of 2010 with plan copy dated 15.07.2010.
33.	P33	Letter from plaintiff association – flat maintenance details dated 04.03.2014.
34.	P34	Notice issued by the counsel for the 1 st defendant to the counsel for the plaintiff. Dated 10.02.2016.
35.	P35	Reply dated 04.04.2016
36.	P36	Certified copy of release deed dated 10.07.2003.
37.	P37	Certified copy of release deed dated 09.02.2004.
38.	P38	Copy of Power of Attorney. Dated 09.11.1993.

List of witnesses examined on the side of the defendants:

1.DW-1 Suresh Kumar D.Kochar

List of documents marked on the side of defendants:



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<i>S.No.</i>	<i>Exhibits</i>	<i>Description of documents</i>
1.	D1	Notarised copy of the joint venture agreement between V.Ramiah and Kumarasamy dated 06.03.1991.
2.	D2	Notarised copy of patta

15.12.2022

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G.CHANDRASEKHARAN,J.
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