

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 12.03.2018

CORAM:

THE HON'BLE JUSTICE **C.V.KARTHIKEYAN****C.S. No.594 of 2016**

M/s. Concorde Residential Schools,
Kerala Pvt. Ltd.
Represented by its Authorised Signatory,
TC 24/53, Post Box No.7,
Opp. Secretariat. MG Road,
Thiruvananthapuram,
Kerala – 695 001. .. Plaintiff

..Vs..

1. ICICI Bank Limited,
1, Cenotaph Road,
Teynampet, Chennai – 600 018.
Represented by its Chief Manager.

2. Axis Bank Limited
192, Karumuttu Nilayam,
Anna Salai, Chennai – 600 002.
Represented by its Chief Manager

3. State Bank of India Limited,
18/3, Sigappi Achi Building,
Rukmini Lakshmipathi Road,
Egmore, Chennai – 600 008.
Represented by its Chief Manager

4. Everonn Education Limited
Capital Tower", Unit No.203 & 204,
II Floor, New Door Nos.6/13 & 6/14,
Kodambakkam High Road,
Dr.M.G.R. Salai, Nungambakkam,
Chennai – 600 034.

5. Edification India Limited

Capital Towers", Unit No.203 & 204,
II Floor, New Door Nos.6/13 & 6/14,
Kodambakkam High Road,
Dr.M.G.R. Salai, Nungambakkam,
Chennai – 600 034.

6. Everonn Skilling India Limited
Capital Towers", Unit Nos.203 & 204,
II Floor, New Door Nos.6/13 & 6/14,
Kodambakkam High Road,
Dr.M.G.R. Salai, Nungambakkam,
Chennai – 600 034.

7. Everonn Schools Limited
Capital Towers", Unit Nos.203 & 204,
II Floor, New Door Nos.6/13 & 6/14,
Kodambakkam High Road,
Dr.M.G.R. Salai, Nungambakkam,
Chennai – 600 034. ... Defendants

For Plaintiff : K.Jayapriya

For Defendants : ---

PRAYER : Plaintiff has been filed Under Order IV Rule 1 of O.S. Rules read with Order VII, Rule 1 of Civil Procedure code, (a). declare that the corporate guarantees dated 22.03.2014 and 11.11.2014 (2 Nos.) furnished by the Plaintiff are null and void as the same are vitiated by fraud and misrepresentation, and consequently pass an order of permanent injunction restraining the 1st to 3rd Defendants, either through themselves, their men, servants, agents, representatives or any one claiming through them from taking any actions under the aforesaid documents; (b). declare that the recall notices dated 13.04.2016, 12.05.2016 (3 Nos.) & 31.05.2016 (2 Nos.) issued by the 3rd, 2nd and 1st Defendants as null and void and consequently restrain the 1st to 3rd Defendants, either through themselves, their men, servants, agents, representatives or any one claiming through them

from taking any actions pursuant to the said recall notices; (c). award the costs of the present suit in favour of the Plaintiff; and (d). grant such other and further relief(s) in favour of the Plaintiff and against the Defendants as this Court may deem fit, just and proper in the circumstances of this case.

J U D G M E N T

A memo had been filed by the second defendant that they had entered into a compromise with the plaintiff. The memo is recorded. Quite apart from this the learned counsel for the plaintiff had also made the following endorsement:

"As the matter with regard to D1 & D2 have been mutually settled, the Plaintiff is not pressing any relief against D1 & D2".

2. Accordingly, the suit is dismissed as against D1 and D2.

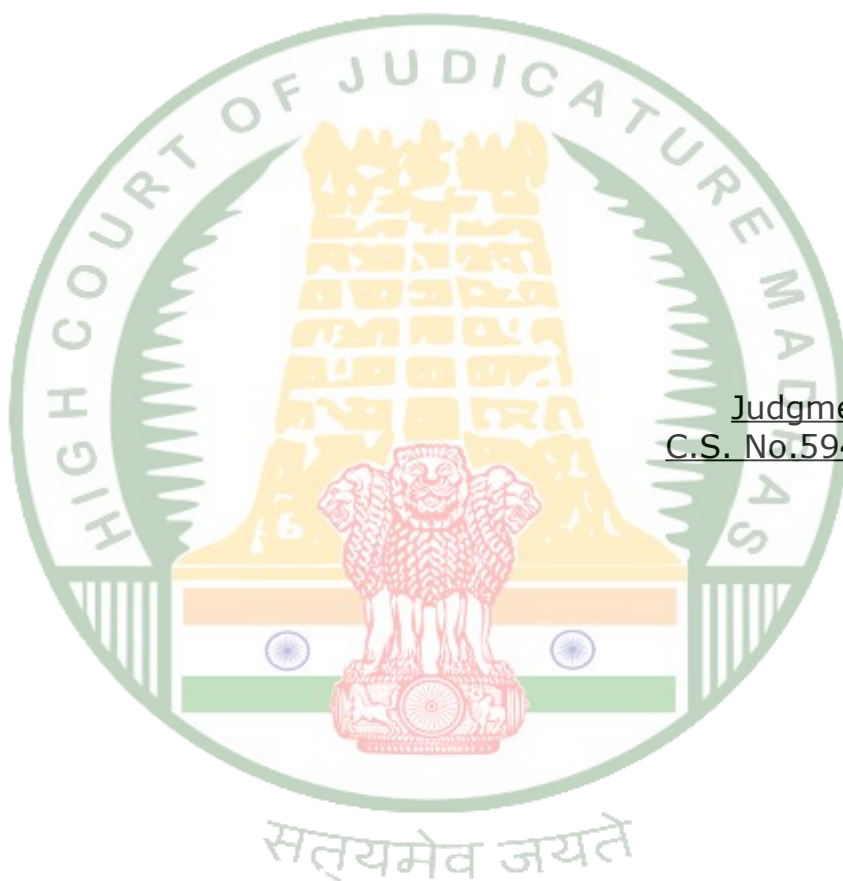
3. In view of this endorsement made A.No.5868 of 2016 and A.No.5969 of 2016, which had been filed in C.S.No.594 of 2016 are both closed as the reliefs do not survive. No Costs.

12.03.2018
(2/3)

Index : Yes / No
Web : Yes / No

msvm

C.V.KARTHIKEYAN, J



Judgment in
C.S. No.594 of 2016

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