



IN THE HIGH COURT OF JUDICATURE AT MADRAS

(ORDINARY ORIGINAL CIVIL JURISDICTION)

WEDNESDAY, THE 05TH DAY OF JANUARY 2022

THE HON'BLE MR. JUSTICE ABDUL QUDDHOSE

C.S.No. 344 of 2021  
and  
O.A.Nos. 739 and 740 of 2021  
and  
A.No. 4246 of 2021

Mr. S. Kushal Raj,  
S/o. Samrathmal,  
residing at Pawan Nivas,  
No.418, Mint Street,  
Sowcarpet, Chennai – 600 001.

.. Plaintiff /Applicant/Applicant  
(in C.S.No. 344 of 2021 and  
O.A.Nos. 739 & 740 of 2021 and  
A.No. 4246 of 2021)

-Vs-

1. Mr. T. Shantilal,  
S/o. Tilokchandji,  
residing at No.2,  
Paramasiva Chetty Street,  
Park Town, Chennai – 3.  
Having Office at No.6,  
Ekambareswarar Agraharam Street,  
Park Town,  
Chennai – 600 003.

2. The Sub-Registrar,  
Sub-Registration Office,  
Sowcarpet, Chennai – 600 001.

... Defendants/Respondents/Respondents  
(in C.S.No. 344 of 2021 and  
O.A.Nos. 739 & 740 of 2021 and  
A.No. 4246 of 2021)

**C.S.No. 344 of 2021 :-**

WEB COPY

Civil Suit praying that this Hon'ble Court be pleased to pass a judgment and decree

A) To fix a date and time in direction directing the first defendant to conclude the sale in respect of the Agreement of Sale dated 07.04.2021 on receipt of the balance sale consideration of Rs.21,00,000/- (Rupees Twenty One Lakhs Only) and direct the 1<sup>st</sup> defendant to deliver the vacant possession of the suit schedule property to the plaintiff.

B) Alternative relief: direct the first defendant to repay the advance amount of Rs.2,54,00,000/- (Rupees Two Crores Fifty Four Lakhs Only) duly acknowledged as per the receipt dated 12.10.2019 along with interest at the rate of 24% per annum on the principal amount of Rs.2,54,00,000/- (Rupees Two Crore Fifty Four Lakhs Only) from the date of the receipt of the said amount till the said amount is repaid by the first defendant.

C) For permanent injunction restraining the first defendant, his men, agents, servants, or anybody acting on his behalf from in any manner alienating, leasing, mortgaging or encumbering the suit schedule property or any part thereof which is more fully described in the schedule hereunder in



D) For permanent injunction restraining the second defendant, his men, agents, servants, or anybody acting on his behalf from in any manner entertaining any transaction by the first defendant with any third party in respect of the suit schedule property.

E) To direct the first defendant to pay the cost of the suit.

**O.A.No. 739 of 2021 :-**

Original Application praying that this Hon'ble Court be pleased to order for ad-interim injunction restraining the first respondent, his men, agents, servants, or anybody acting on his behalf from in any manner alienating, leasing, mortgaging or encumbering the suit schedule property or any part thereof which is more fully described in the schedule hereunder in favour of third parties pending disposal of the main suit.

**O.A.No. 740 of 2021 :-**

Original Application praying that this Hon'ble Court be pleased to order ad-interim injunction restraining the second respondent, his men, agents, servants, or anybody acting on his behalf from in any manner entertaining any transaction by the first respondent with any third party in respect of the suit schedule property pending disposal of the main suit.

**A.No. 4246 of 2021 :-**

WEB COPY

Application praying that this Hon'ble Court be pleased to permit the petitioner to deposit the balance sale consideration of Rs.21,00,000/- (Rupees Twenty One Lakhs only), if directed by this Hon'ble Court, to the credit of this suit at a later point of time.

This civil suit along with these applications coming on this day before this Court for hearing in the presence of Mr. M. Ganeshan, Advocate for the plaintiff in C.S.No. 344 of 2021 and for the applicant in O.A.Nos. 739 & 740 of 2021 and A.No. 4246 of 2021 and upon reading the plaint filed in C.S.No. 344 of 2021 and the Judges Summons and affidavit of S.Kushal Raj filed in O.A.Nos. 739 & 740 of 2021 and A.No. 4246 of 2021 and the learned counsel for the plaintiff has filed a memo dated 03.01.2022 stating that the suit has been settled out of court and this Court doth recording the same, **it is ordered as follows:-**

That the suit in C.S.No. 344 of 2021 be and is hereby dismissed as settled out of Court.

2. That a certificate under section 69 of the Tamil Nadu Court Fees and Suits Valuation Act XIV of 1955, do issue herein, out of and under the seal of this Court in favour of S.Kushal Raj, the plaintiff herein, authorising

him to receive from the Pay and Accounts Office, High Court, Madras a



sum of Rs.2,78,675/- (Rupees Two Lakhs Seventy Eight Thousand Six Hundred and Seventy Five only) being the entire Court Fee paid on the plaint by the plaintiff herein.

3. That the application in O.A.Nos. 739 and 740 of 2021 and A.No. 4246 of 2021 do stand closed.

4. That there shall be no order as to costs of this suit.

WITNESS THE HON'BLE MR. JUSTICE MUNISHWAR NATH BHANDARI, ACTING CHIEF JUSTICE, HIGH COURT AT MADRAS AFORESAID THIS THE 05TH DAY OF JANUARY 2022.

Sd/-

ASSISTANT REGISTRAR (O.S-I)

//Certified to be true copy//

Dated at Madras this the                      day of                      2022.

COURT OFFICER(O.S.)

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11.01.2022

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C.S.No. 344 of 2021  
and  
O.A.Nos. 739 & 740 of 2021  
and  
A.No. 4246 of 2021

ORDER

DATED : 05.01.2022

THE HON'BLE MR. JUSTICE  
ABDUL QUDDHOSE

FOR APPROVAL: 11/01/2022

APPROVED ON : 12/01/2022



## IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 05.01.2022

CORAM:

**THE HON'BLE MR. JUSTICE ABDUL QUDDHOSE**

C.S.No.344 of 2021  
and O.A.Nos.739 and 740 of 2021  
and A.No. 4246 of 2021

S.Kushal Raj

.... Plaintiff

vs

1.T.Shantilal

2. The Sub Registrar,  
Sub-Registration Office,  
Sowcarpet, Chennai – 600 001

.... Defendants

Suit is filed seeking a direction to fix a date and time in direction directing the first defendant to conclude the sale in respect of the Agreement of Sale dated 07.04.2021 on receipt of the balance sale consideration of Rs.21,00,000/-(Rupees Twenty One Lakhs Only) and direct the 1st defendant to deliver the vacant possession of the suit schedule property to the plaintiff. b)Alternative relief direct the first defendant to repay the advance amount of Rs.2,54,00,000 (Rupees Two Crores Fifty Four Lakhs Only) duly acknowledged as per the receipt dated 12.10.2019 along with interest at the rate of 24 percentage per annum on the principal amount of Rs.2,54,00,000 (Rupees Two Crores Fifty Four Lakhs Only) from the date of the receipt of the said amount till the said amount is repaid by the first respondent and for permanent injunction restraining the first defendant, his men, agents, servants, or anybody acting on his behalf from in any manner alienating, leasing, mortgaging or encumbering the suit schedule property or



any part thereof which is morefully described in the schedule in favour of third parties and also for permanent injunction restraining the second defendant, his men, agents, servants or anybody acting on his behalf from in any manner entertaining any transaction by the first defendant with any third party in respect of the suit schedule property.

For Petitioners : Mr.M.Ganeshan

### **JUDGMENT**

Mr. M. Ganeshan, learned counsel for the plaintiff has filed a Memo dated 03.01.2022 stating that the suit has been settled out of Court.

2. The said Memo is recorded. Accordingly, the suit is dismissed as settled out of Court. Registry is directed to refund the court fees to the plaintiff. No costs. Consequently, connected applications are closed.

Sd./- A.Q.J.,  
05.01.2022.

//Certified to be true copy//

Dated at Madras this the       day of       2022.

COURT OFFICER(O.S.)

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