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IN THE HIGH COURT OF JUDICATURE AT MADRAS

(ORDINARY ORIGINAL CIVIL JURISDICTION)

THURSDAY, THE 03RD DAY OF MARCH 2022

THE HON'BLE MR. JUSTICE P. VELMURUGAN

C.S.No. 375 of 2021

and

O.A.Nos. 840 & 841 of 2021

and

A.Nos. 279 to 281 of 2022

K. Pandurangan,
S/o. Late. N. Krishnasamy,
32/11, S.S. Sahib Street,
Opposite to Lakshmi Theatre,
Aminjikarai, Chennai – 600 029.

... Applicant/Plaintiff
(C.S.No. 375 of 2021 &
O.A.Nos. 840 & 841 of 2021)

-Vs-

1. Mrs. Pushpaleela Soundarapandian,
W/o. Late. A. Soundarapandian,
Door No.3, New Colony,
Tallakulam,
Madurai – 625 002.
Rep.by her Power Agent
S. Suresh,
S/o. Late. A. Soundarapandian,
Old No.20, New No.25,
Chokkalingam Nagar,
Chennai – 600 086.

2. S. Suresh,
S/o. Late. A. Soundarapandian,
Old No.20, New No.25,
Chokkalingam Nagar,
Chennai – 600 086.



3. Mrs. Sathi Thomas,
W/o. John Thomas,
D/o. Late. A. Soundarapandian,
No.124, Johanson Avenue,
Hillsborough, New Jersey – 08844, U.S.A.,
Rep.by her Power Agent.
S.Suresh,
S/o. Late. A. Soundarapandian,
Old No.20, New No.25,
Chokkalingam Nagar,
Chennai – 600 086.
4. N. Ravindran,
S/o. Late. Naganathan,
No.112, Vembadi Amman Koil Street,
Thiruvanmiyur,
Chennai – 600 041.
5. M/s. Luxebuilt Homes Pvt. Ltd.,
Rep.by its Directors,
Lavanya Subramaniam &
M.N.Neelankantan,
No.8, Luz Avenue,
Mylapore,
Chennai – 600 004.
6. M/s. Vistra ITCL (India) Ltd.,
Formerly known as IL & FS Trust Co. Ltd.,
Rep.by its Director, Having its Branch Office at
No.498, Karumuthu Centre,
3rd Floor, South Wing,
Anna Salai,
Chennai – 600 035.

... Respondents/Defendants
(C.S.No. 375 of 2021 &
O.A.Nos. 840 & 841 of 2021)

C.S.No. 375 of 2021 -

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

<https://hcservices.ecourts.gov.in/hcservices/>

Judgment and Decree as against the Defendants as under :-



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(a) Directing the 4th Defendant to specifically perform his duties and obligations arising out of the Memorandum of Understanding dated 20.04.2010 entered into between the plaintiff and the 4th Defendant herein in respect of the suit schedule mentioned property

OR IN THE ALTERNATE

Direct division of the Schedule "A" mentioned property into two shares by vertical division and allocate 50% of the constructed area together with 50% Undivided Share of land in Schedule "A" property, morefully described in the Plaint "B" schedule property/

b) For a declaration that the Plaintiff has an equitable charge over suit "A" Schedule mentioned property by reason of the Memorandum of Understanding dated 20.04.2010;

c) Mandatory injunction Directing the Defendants 4 to 6 to clear all the subsisting encumbrances created over the suit Schedule "A" property by way of Mortgage, Joint Development or otherwise on a day to be fixed by the Hon'ble Court so as to enable the Plaintiff to achieve the objects of the Memorandum of Understanding entered into between the Plaintiff and the 4th Defendant dated 20.04.2010 in respect of the suit Schedule "B" mentioned property, without any let or hindrance;

d) For a Declaration that the purported Mortgage Deed dated



29.01.2019 and registered as Document No. 5726 of 2019, Joint-I Saidapet, Chennai – South created by the 4th defendant acting through 5th defendant in favour of the 6th defendant in respect of Plaint "A" Schedule Property is illegal, invalid, non-est in the eyes of law and consequently not binding upon the Plaintiff in respect of his 50% UDS in the land and 50% in the total constructed area erected in Schedule "A" property, morefully described in the Plaint "B" schedule property;

e) Grant a decree for permanent injunction restraining the 6th Defendant, its officers, agengs, servants or any other person or persons claiming through them from in any manner by taking any coercive steps for enforcement of the alleged Mortgage Deed dated 29.01.2019 and registered as Document No. 5726 of 2019 Joint-I Saidapet, Chennai – South purported to have been created by the 4th defendant acting through the 5th Defendant in favour of 6th Defendant in respect of Plaint "A" Schedule mentioned property except in accordance with Memorandum of Understanding dated 20.04.2010 entered into between the Plaintiff and the 4th Defendant in respect of Schedule "B" mentioned property forming part of Schedule "A" property.

f) Grant a decree for permanent injunction restraining the Defendants 4 to 6, their men, agents, servants or any other person or persons claiming through them from in any manner encumbering, alienating or dealing with



the suit Schedule "A" mentioned property including the constructed area thereon morefully described in Schedule "B" property either divided or undivided either in one lot or in pieces as the case may be except in accordance with the Memorandum of Understanding dated 20.04.2010 entered into with the plaintiff and the 4th Defendant.

g) Grant such further or other reliefs.

h) Costs of the suit.

O.A.No. 840 of 2021 :-

Original Application praying that this Hon'ble Court be pleased to pass an order of Interim Injunction restraining the 6th Defendant, its officers, agents, servants or any other person or persons claiming through them from in any manner by taking any coercive steps for enforcement of the alleged Mortgage Deed dated 29.01.2019 and registered as Document No.5726 of 2019 Joint-I Saidapet, Chennai – South purported to have been created by the 4th Defendant acting through the 5th Defendant in favour of 6th Defendant in respect of Plaint "A" Schedule mentioned property except in accordance with Memorandum of Understanding dated 20.04.2010 entered into between the Plaintiff and the 4th Respondent / 4th Defendant in respect of Schedule "B" mentioned property forming part of Schedule "A" property pending



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O.A.No. 841 of 2021 :-

Original Application praying that this Hon'ble Court be pleased to pass an order of Interim Injunction restraining the Respondents / Defendants 4 to 6, their men, agents, servants or any other person or persons claiming through them from in any manner encumbering, alienating or dealing with the suit Schedule "A" mentioned property including the constructed area thereon morefully described in Schedule "B" property either divided or undivided either in one lot or in pieces as the case may be pending disposal of this suit.

A.Nos. 279 to 281 of 2022 :-

M/s. Vistra ITCL (India) Ltd.,
Formerly known as IL & FS Trust Co. Ltd.,
Rep.by its Director
No.498, Karumuthu Centre,
3rd Floor, South Wing,
Anna Salai, Chennai – 600 035.

... Applicant / 6th Respondent / 6th Defendant
-Vs-

1. K. Pandurangan,
S/o. Late. N. Krishnasamy,
32/11, S.S. Sahib Street,
Opposite to Lakshmi Theatrre,
Aminjikarai,
Chennai – 600 029.

... 1st Respondent / 1st Respondent / Plaintiff



2. Mrs. Pushpaleela Soundarapandian,
W/o. Late. A. Soundarapandian,
Door No.3, New Colony,
Tallakulam, Madurai – 625 002.
Rep.by her Power Agent
S. Suresh,
S/o. Late. A. Soundarapandian,
Old No.20, New No.25,
Chokkalingam Nagar,
Chennai – 600 086.

... 2nd Respondent / 1st Respondent / 1st Defendant

3. S. Suresh,
S/o. Late. A. Soundarapandian,
Old No.20, New No.25,
Chokkalingam Nagar,
Chennai – 600 086.

... 3rd Respondent / 2nd Respondent / 2nd Defendant

4. Mrs. Sathi Thomas,
W/o. John Thomas,
D/o. Late. A. Soundarapandian,
No.124, Johanson Avenue,
Hillsborough, New Jersey – 08844, U.S.A.,
Rep.by her Power Agent.
S.Suresh,
S/o. Late. A. Soundarapandian,
Old No.20, New No.25,
Chokkalingam Nagar,
Chennai – 600 086.

... 4th Respondent / 3rd Respondent / 3rd Defendant

5. N. Ravindran,
S/o. Late. Naganathan,
No.112, Vembadi Amman Koil Street,
Thiruvanmiyur, Chennai – 600 041.

... 5th Respondent / 4th Respondent / 4th Respondent

6. M/s. Luxebuilt Homes Pvt. Ltd.,
Rep.by its Director,
Lavanya Subramaniam
No.8, Luz Avenue,
Mylapore, Chennai – 600 004.

... 6th Respondent / 5th Respondent / 5th Defendant

**A.No. 279 of 2022 :-**

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Application praying that this Hon'ble Court be pleased to strike-out the name of the Applicant / 6th Respondent herein from the Application bearing O.A.No. 841 of 2021 in C.S.No. 375 of 2021 and to consequently direct the 1st Respondent herein to carry out appropriate amendments.

A.No. 280 of 2022 :-

Application praying that this Hon'ble Court be pleased to strike-out the name of the Applicant / 6th Respondent herein from the Application bearing O.A.No. 840 of 2021 in C.S.No. 375 of 2021 and to consequently direct the 1st Respondent herein to carry out appropriate amendments.

A.No. 281 of 2022 :-

Application praying that this Hon'ble Court be pleased to strike-out the name of the Applicant / 6th Defendant from the Subject Suit and to consequentially direct the 1st Respondent / Plaintiff to carry out appropriate amendments in the Plaint.

This Civil Suit along with these Applications coming on this day before this Court of hearing in the presence of Mr.R.Thiagarajan, Advocate for the plaintiff in C.S.No. 375 of 2021 and for the applicant in



O.A.Nos.840 & 841 of 2021 and for the 1st Respondent in A.Nos. 279 to 281 of 2022 and Mr.N.S.Thanu Madhan, advocate for the 4th Defendant in C.S.No. 375 of 2021 and for the 4th Respondent in O.A.Nos. 840 & 841 of 2021 and for the 5th Respondent in A.Nos. 279 to 281 of 2022 and Mr.Anand David for M/s. AAV Partners, advocates for the 5th Defendant in C.S.No. 375 of 2021 and for the 5th Respondent in O.A.Nos. 840 & 841 of 2021 and for the 6th Respondent in A.Nos. 279 to 281 of 2022 and Mr.R.Venkatraman For M/s. Tatva Legal Chennai, advocates for the 6th Defendant in C.S.No. 375 of 2021 and for the 6th Respondent in O.A.Nos.840 & 841 of 2021 and for the applicant in A.Nos. 279 to 281 of 2022 and upon reading the plaint and memorandum of compromise filed in C.S.No. 375 of 2021 and the Judges Summons and the Common Affidavit of K. Pandurangan, filed in O.A.Nos. 840 & 841 of 2021 and the Judges Summons and the Affidavit of Ashish Suresh Mane filed in A.Nos. 279 to 281 of 2022 and the said Memorandum of Compromise signed by the plaintiff and the 5th Defendant and their respective advocates and the said advocates for the parties hereto praying this Court to pass a decree in terms of memorandum of compromise morefully setout in the schedule “D” hereunder and this Court doth recording the said memorandum of compromise and,



That the 5th Defendant herein on having inspected the Original documents of title in respect of the suit property morefully set out in the Schedule hereunder is satisfied with the interest that the Plaintiff has over the suit schedule property.

2) That the 5th Defendant herein, has already spent considerable amount pursuant to the Joint development Agreement and in order to secure its interest and the interest of the third party purchasrs has offered monetary compensation to the Plaintiff in lieu of his right and interest over the suit property.

3) That the 5th Defendant herein, shall pay Rs.2,35,00,000/- (Rupees Two Crores Thirty Five Lakhs only) in full and final settlement of all the claims of the Plaintiff as against the 5th Defendant and the suit property and its Original documents, as the Plaintiff herein, has accepted the offer of the 5th Defendant herein to resolve the disputes amicably and to release and relinquish all his claims and interests as against the suit property, its original documents and the 5th Defendant.

4) That the amount of Rs.1,90,00,000/- (Rupees One Crore and Ninety Lakhs only) paid by the 5th defendant in the following manner and which was acknowledged and admitted by the plaintiff be and is hereby recorded.



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a. Rs.5,00,000/- (Rs. Five Lakhs only) by way of cheque bearing number 500274 drawn on Axis Bank, Ashok Nagar Branch which has been duly cleared on 18.01.2022.

b. Rs.20,00,000/- (Rupees Twenty Lakhs only) by way of Bank transfer bearing UTR Ref No. - AXIC2202802773901 on 28.01.2022.

c. Rs.30,00,000/- (Rupees Thirty Lakhs only) by way of Bank transfer bearing UTR Ref No. - UTIBR52022021400176003 on 14.02.2022.

d. Rs.50,00,000/- (Rupees Fifty Lakhs only) by way of Bank transfer bearing UTR Ref No. - AXIC220479525667 on 16.02.2022.

e. Rs.85,00,000/- (Rupees Eighty Five Lakhs only) by way of Bank transfer bearing UTR Ref No. - AXIC220604808480 on 01.03.2022.

5) That the cheque dated 03.03.2022 bearing number 498405 drawn on Axis Bank, Ashok Nagar Branch for a sum of Rs.45,00,000/- (Rupees Forty Five Lakhs only) tendered by the 5th Defendant to the Plaintiff towards the balance amount payable shall be honoured and cleared on presentation.



6) That the Plaintiff herein, shall handover the original documents in respect of the suit property mentioned in Schedule C hereunder to the the 5th Defendant on this date and shall not have any further claims or actions as against the suit property, its original documents and the 5th Defendant.

7) That since the 5th Defendant herein, has offered to settle the plaintiff's claims with monetary compensation, the 5th Defendant herein shall be entitled to step into the shoes of the Plaintiff and proceed as against the 4th Defendant, if so advised, for the amounts spent towards the present compromise.

8) That undertaking given by the plaintiff to withdraw any claim or litigation pending against the 5th Defendant including O.S.No. 4542/2020 pending on the file of the XVII Assistant City Civil Court Chennai, in High Court of Madras and the complaint filed with TN RERA bearing letter No. TNRERA/A3/5468/2021 dated 09.09.2021 be and is hereby recorded and the plaintiff shall have no further claim whatsoever against the 5th Defendant and the property.

9) That in view of the Compromise reached between the parties hereto, subject to realisation of the cheque dated 03.03.2022, the claim for charge over the suit property shall be dismissed.



10) That the Plaintiff herein, has given up his claim against the defendants 1 to 4 and 6.

11) That these O.A.Nos. 840 & 841 of 2021 and A.Nos. 279 to 281 of 2022 do stand closed.

12) That there shall be no costs of this suit.

SCHEDULE - A

All that piece and parcel of vacant house site, bearing Plot Nos. 3 and 4, AIBEA Nagar, in approved layout bearing L.P.D.M/D.T.P.No.75/64 dated 05.08.1964, comprised in then Survey No. 84/6 and present Survey No.84/6A1A2, present T.S.No. 23/28, Patta No. SD/167/07-08 dated 17.10.2007, admeasuring an extent of 3 Grounds and 1850 Sq.ft in Block No.34, Avvai Nagar, No.140, Thiruvanmiyur Village, Velacherry Taluk, Chennai District, and bounded on the

North by : Plot No.2 and Land belonging to G.Seth Jesudasan T.S.No. 23/29

South by : 30 Feet Wide Road and T.S.No. 23/1

East by : Plot No.5 and T.S.No. 17; and

West by : Temple and house on Canal Bank Road

and situate within the Registration Sub Registrar Joint I, Saidapet and
Registration District of Chennai – South.

**SCHEDULE - B**

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SCHEDULE – C

S.No	Date	Particulars of Document
1.	02.12.1992	Sale agreement entered into between A Soundara Pandian and the Tamil Nadu Bank Employees' Welfare Society.
2.	02.12.1992	General Power of Attorney by A.Soundara Pandian in favour of J.M.S.Nagarjunan.
3.	05.08.1995	Sale Agreement entered into between Soundara Pandian and M/s.Pal and Priya Estates and Investments India P.Ltd.,
4.	06.11.2006	Letter from R.Vivekaanantan to K. Venugopal
5.		Payment receipts
6.	10.0.2009	General Power by Mrs. Sathi Thomas in favour of S.Suresh
7.	20.04.2010	Memorandum of Understanding by K. Pandurangan and N.Ravindran.
8.	21.04.2010	General Power of Attorney by Pushpa Leela Soundara Pandian and others in favour of Pandurangan.
9.	10.11.2010	Sale Agreement executed by Pushpaleela Soundara Pandian and others in favour of Pandurangan.
10.	15.11.2010	Sale Deed executed by Pushpaleela Soundara Pandian and others in favour of N. Ravindran (Pandurangan Confirming party)
11.	30.12.2010	Patta No. C.A.No. 1900/2010.

SCHEDULE – D**MEMORANDUM OF COMPROMISE**



15

ED

17.03.2022

C.S.No. 375 of 2021
and
O.A.Nos. 840 & 841 of 2021
and
A.Nos. 279 to 281 of 2022

DECREE :

DATED : 03.03.2022

THE HON'BLE MR. JUSTICE
P. VELMURUGAN

FOR APPROVAL: 31.03.2022

APPROVED ON: 31.03.2022



WEB COPY IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 03.03.2022

CORAM:

THE HON'BLE Mr. JUSTICE P.VELMURUGAN

C.S.No375 of 2021
and
A.Nos.279, 280 & 281 of 2022
&
O.A.Nos.840 & 841 of 2021

K.Pandurangan
S/o, Late.N.Krishnasamy

... Plaintiff

Vs.

1. Pushpaleela Soundarapandian
W/o, Late.A.Soundarapandian
Rep. By her Power Agent
S.Suresh
S/o, Late.A.Soundarapandian

2. S.Suresh
S/o, Late.A.Soundarapandian

3. Sathi Thomas,
D/o, Late.A.Soundarapandian
Rep. By her Power Agent
S.Suresh
S/o, Late.A.Soundarapandian

4. N.Ravindran
S/o, Late Naganathan

5. M/s.Luxebuilt Homes Pvt. Ltd,
Rep. By its Directors,



Lavanya Subramaniam &
M.N.Neelankantan
No.8, Lus Avenue,
Mylapore,
Chennai – 600 004.

6. M/s.Vistra ITCL (India) Ltd.,
(Formerly known as IL & FS Trust Co. Ltd,
Rep by its Director,
Having its Branch Office at,
No.498, Karumuthu Centre,
3rd Floor, South Wing,
Anna Saslai,
Chennai – 600 035.

... Defendants

Prayer:

Civil Suit filed under Order IV, Rule 1 of O.S. Rules read with Order VII Rule 1 of C.P.C.,1908, for a judgment and decree as against the defendants as under:

(a) Directing the 4th defendant to specifically perform his duties and obligations arising out of the Memorandum of Understanding dated 20.04.2010 entered into between the plaintiff and the 4th defendant herein in respect of the suit schedule mentioned property, or in the alternative, Direct division of the Schedule “A” mentioned property into two shares by vertical division and allocate 50% of the constructed area together with 50% undivided share of land in Schedule “A” property, morefully described in the plaint “B” schedule property.



(b) For a declaration that the plaintiff has an equitable charge over suit “A” schedule mentioned property by reason of the Memorandum of Understanding dated 20.04.2010,

(c) Mandatory injunction directing the defendants 4 to 6 to clear all the subsisting encumbrances created over the suit schedule “A” property by way of Mortgage, Joint Development or otherwise on a day to be fixed by this Court so as to enable the plaintiff to achieve the objects of the Memorandum of Understanding entered into between the plaintiff and the 4th defendant dated 20.04.2010 in respect of the suit schedule “B” mentioned property, without any let or hindrance,

(d) For a declaration that the purported Mortgage Deed dated 29.01.2019 and registered as Document No.5726 of 2019, joint-I Saidapet, Chennai – South created by the 4th defendant acting through 5th defendant in favour of the 6th defendant in respect of plaint “A” schedule property is illegal, invalid, non-est in the eyes of law and consequently not binding upon the plaintiff in respect of his 50% UDS in the land and 50% in the total constructed area erected in Schedule “A” property morefully described in the plaint “B” schedule property,



(e) Grant a decree for permanent injunction restraining the 6th defendant, its officers, agents, servants or any other person or persons claiming through them from in any manner by taking any coercive steps for enforcement of the alleged Mortgage Deed dated 29.01.2019 and registered as Document No.5726 of 2019 Joint-I Saidapet, Chennai – South purported to have been created by the 4th defendant acting through the 5th defendant in favour of 6th defendant in respect of Plaint “A” schedule mentioned property except in accordance with Memorandum of Understanding dated 20.04.2010 entered into between the plaintiff and the 4th defendant in respect of schedule “B” mentioned property forming part of Schedule “A” property.

(f) Grant a decree for permanent injunction restraining the defendants 4 to 6, their men, agents, servants or any other person or persons claiming through them from in any manner encumbering, alienating or dealing with the suit Schedule “A” mentioned property including the constructed area thereon morefully described in Schedule “B” property either divided or undivided either in one lot or in pieces as the case may be except in accordance with the Memorandum of Understanding dated 20.04.2010 entered into with the plaintiff and the 4th defendant.

(g) Grant such further or other reliefs



(h) Costs of the suit.

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For Plaintiff : M/s.R.Thiagarajan
For D4 : M/s.Thanu Madhan.N.S
For D5 : M/s.AAV Partners
Anand David
For D6 : M/s.Tatva Legal Chennai

ORDER

The plaintiff has given up his claim against the defendants 1 to 4 and 6. Both the the plaintiff and fifth defendant entered into compromise and they filed joint memo of compromise dated 03.03.2022.

2. Both the plaintiff and the representative of the fifth defendant /Company, namely Mr.Sumanth Subramanian, one of the Directors of the fifth defendant/Company are present before this Court and also accepted that they have entered into a joint memo of compromise. They have signed in the memorandum of compromise entered into between them and also signed by their respective counsel.

3. The terms of joint memo of compromise are recorded. The suit



is decreed in term of the joint memo of compromise. No costs. The joint
memo of compromise shall form part and parcel of the decree.

Consequently, connected applications are closed.

Sd./- P.V.J.,
03.03.2022

//Certified to be true copy//

Dated at Madras this the day of 2022.

COURT OFFICER(O.S.)

From 25th Day of September 2008 the Registry is issuing certified copies of
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