



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 20.10.2023

CORAM:

THE HONOURABLE MR.JUSTICE A.A.NAKKIRAN

CS.No.535 of 2009

P. Singaracharlu

... Plaintiff

vs.

1.P. Vedavalli (Deceased)
2. R.Jayaraman
3. R. Sailendra
4.M/s. Dynamic Associates
Rep by its Partner
Mr.Sunil P. Piraliya
Having office at No.42, Montieth Road,
Sindur Plaza 4th floor,
Egmore, Chennai – 600 008.

5.Maruti Builders
Rep by its Partner Pyarilal Jain
Sindur Plaza
42, Montieth Road,
Egmore, Chennai 600 008.

6.Bhardesh Mehta
7. P. Vyjayanthi
8. A. Ratanraj
9. Jayanthilal
10.Mahendra Kumar
11.K. Prakash
12. K. Ramesh
13. K. Suresh
14. Jeevanlata
15. Vandita Jain



16. Naina Jain
17. Reena Jain
18. M. Venkatesan
19. Mukeshkumar Bafna
20. Meena Bafna
21. R. Dineshkumar
22. P. Sanjay
23. P. Vinod
24. Syed Ashrafali
25. Syed Javeed Hasan
26. Syed Arshad Hussain
27. Syed Zubair Ahmed
28. Nilofer

...Defendants

Defendants 25 to 28 impleaded as per order dated 24.01.2013 in A.No.2960 of 2012

Prayer :- Civil Suit filed under Order IV Rule 1 of O.S. Rules read with Order VII Rule 1 of the Civil Procedure Code praying for a judgment and decree against the defendants for the following reliefs-

a) for a declaration declaring that the sale deed dated 14.06.2007 executed by the 1st defendant and registered as Document No.1384/2007 before the Sub-Registrar, Periamet, Chennai conveying the Schedule A property in favour of the 4th defendant as null and void and not binding on the plaintiff and consequently direct the 4th defendant to deliver possession of the schedule A property to the plaintiff.

b) For a declaration declaring that the sale deed dated 31.12.2007 executed by the defendants 1, 4 and 7 and registered as document No.2795/2007 before the Sub-registrar, Periamet, Chennai conveying



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11,011.3 sq.ft of undivided share to the defendants 8 to 10 in so far it relates to the schedule A property as null and void and not binding on the plaintiff and consequently direct the defendants 8 to 10 to deliver possession of the 1.011.3 sq.ft of undivided share of the schedule A property to the plaintiff.

c) For a declaration declaring that the sale deed dated 31.12.2007 executed by the defendants 1, 4 and 7 and registered as document No.2796/2007 before the Sub-registrar, Periamet, Chennai conveying 635.5 sq.ft of undivided share to the defendants 11 to 13 in so far it relates to the schedule A property as null and void and not binding on the plaintiff and consequently direct the defendants 11 to 13 to deliver possession of the 635.5 sq.ft of undivided share of the schedule A property to the plaintiff.

d) For a declaration declaring that the sale deed dated 31.12.2007 executed by the defendants 1, 4 and 7 and registered as document No.2797/2007 before the Sub-registrar, Periamet, Chennai conveying 1,120 sq.ft of undivided share to the defendants 14 to 17 in so far it relates to the schedule A property as null and void and not binding on the plaintiff and consequently direct the defendants 14 to 17 to deliver possession of the 1,120 sq.ft of undivided share of the schedule A property to the plaintiff.

e) For a declaration declaring that the sale deed dated 31.12.2007 executed by the defendants 1, 4 and 7 and registered as document No.2799/2007 before the Sub-registrar, Periamet, Chennai conveying 498.6



sq.ft of undivided share to the 18th defendant in so far it relates to the schedule A property as null and void and not binding on the plaintiff and consequently direct the 18th defendant to deliver possession of the 498.6 sq.ft of undivided share of the schedule A property to the plaintiff.

f) For a declaration declaring that the sale deed dated 03.01.2008 executed by the defendants 1, 4 and 7 and registered as document No.18/2008 before the Sub-registrar, Periamet, Chennai conveying 899.3 sq.ft of undivided share to the defendants 19 and 20 in so far it relates to the schedule A property as null and void and not binding on the plaintiff and consequently direct the defendants 19 and 20 to deliver possession of the 899.3 sq.ft of undivided share of the schedule A property to the plaintiff.

g) For a declaration declaring that the sale deed dated 03.01.2008 executed by the defendants 1, 4 and 7 and registered as document No.19/2008 before the Sub-registrar, Periamet, Chennai conveying 1692.3 sq.ft of undivided share to the 21st defendant in so far it relates to the schedule A property as null and void and not binding on the plaintiff and consequently direct the 21st defendant to deliver possession of the 1692.3 sq.ft of undivided share of the schedule A property to the plaintiff.

h) For a declaration declaring that the sale deed dated 11.01.2008 executed by the defendants 1, 4 and 7 and registered as document No.61/2008 before the Sub-registrar, Periamet, Chennai conveying 635.5 sq.ft of undivided share to the 22nd defendant in so far it relates to the



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schedule A property as null and void and not binding on the plaintiff and consequently direct the 22nd defendant to deliver possession of the 635.5 sq.ft of undivided share of the schedule A property to the plaintiff.

i) For a declaration declaring that the sale deed dated 11.01.2008 executed by the defendants 1, 4 and 7 and registered as document No.62/2008 before the Sub-registrar, Periamet, Chennai conveying 1,305.7 sq.ft of undivided share to the 22nd defendant in so far it relates to the schedule A property as null and void and not binding on the plaintiff and consequently direct the 22nd defendant to deliver possession of the 1,305.7 sq.ft of undivided share of the schedule A property to the plaintiff.

j) For a declaration declaring that the sale deed dated 11.01.2008 executed by the defendants 1, 4 and 7 and registered as document No.63/2008 before the Sub-registrar, Periamet, Chennai conveying 2198.6 sq.ft of undivided share to the 23rd defendant in so far it relates to the schedule A property as null and void and not binding on the plaintiff and consequently direct the 23rd defendant to deliver possession of the 2198.6 sq.ft of undivided share of the schedule A property to the plaintiff.

k) For a declaration declaring that the sale deed dated 11.01.2008 executed by the defendants 1, 4 and 7 and registered as document No.64/2008 before the Sub-registrar, Periamet, Chennai conveying 2650.5 sq.ft of undivided share to the 23rd defendant in so far it relates to the schedule A property as null and void and not binding on the plaintiff and



consequently direct the 23rd defendant to deliver possession of the 2650.5 sq.ft of undivided share of the schedule A property to the plaintiff.

l) for a permanent mandatory injunction directing the defendants 8 to 24 to pay the rents received by them for the building constructed on the schedule A property to the plaintiff.

m) for a permanent mandatory injunction directing the defendants to demolish the building constructed on the schedule A property and deliver vacant possession of the schedule A property to the plaintiff and

n) pay the costs of the suit.

For Plaintiff : Mr.K.S.Navin Balaji

For Defendants ::Mr.A.R.Karunakaran for D4 & D5

JUDGMENT

When this matter is taken up for hearing today, the learned counsel for the plaintiff and the defendants 4 and 5 submitted that the matter has been compromised between the parties. Pursuant to the same, they have filed a Joint Memo of Compromise dated 20.10.2023 which has been duly signed by them and their respective counsel. The said Joint Memo of Compromise is recorded.

2. Today, the 4th defendant has handed over the demand draft bearing



No.010448 dated 18.10.2023 to the learned counsel for the plaintiff for a sum of Rs.4,60,28,400/- (Rupees Four Crores Sixty Lakhs Twenty Eight Thousand and Four Hundred Only) in the Bank of Baroda, Royapettah, Chennai – 600 014.

3. In view of the same, the suit is decreed in terms of the Joint Memo of Compromise entered between the parties and the above Joint Memo of Compromise shall form part of the decree. The entire Court Fee is ordered to be refunded to the learned counsel for the plaintiff.

Gv

20.10.2023

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A.A.NAKKIRAN,J.

Gv

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