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A.No.5308 of 2024

in

C.S.No.51 of 2024

**RMT.TEEKAA RAMAN,J.,**

Today, the case is posted and the respective counsels are present.

2. Mr.D.Dayalan, learned counsel appearing for M/s.G.K.Realty Developers, presented a letter of withdrawal of the quotation for the property purchaser in C.S.No.51 of 2024. He also produced a letter given by G.K.Realty Developers for withdrawing their quotation and produced the original letter of withdrawal. He seeks the refund of the amount of **Rs.10,00,000/-** (Rupees Ten Lakhs only) deposited as a pre-condition for the bid and offer by the petitioner. The learned counsel has stated that he has received instructions from the client. Accordingly, he has produced the same and the same is hereby recorded.

3. Mr.C.Ebilas, the learned counsel appearing for Sri Keshav Indo Space Private Limited, has presented a letter of withdrawal of the quotation by the purchaser in C.S.No.51 of 2024. He has also produced a letter given by Sri Keshav Indo Space Private Limited for the withdrawal



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of their quotation and has given the original letter of withdrawal. He seeks a refund of the amount of **Rs.10,00,000/-**-(Rupees Ten Lakhs only) deposited as a pre-condition by his client. The learned counsel has stated that he has received instructions from the client. Accordingly, he has produced the same, and it is hereby recorded.

4. Mr.A.Melwin Jabay, learned counsel appearing for Mr.A.Alagupandian and he has presented a petition addressed to the Assistant Registrar, Original Side, High Court, Madras, whereby he has withdrawn his proposal in respect of the subject matter of the property dated 21.10.2024, and the representation along with a letter is taken on file.

5. In view of the letter given by the property bidders in the open Court duly represented by an Advocate, and their bid is hereby ordered to be withdrawn. The Demand Draft of **Rs.10,00,000/-**-(Rupees Ten Lakhs only) given by all the above three persons in favour of Assistant Registrar, Original Side, High Court, Madras, if not encashed is ordered to be returned. If encashed, they shall be given the amount by way of refund. The Registry is directed to take the photocopy of the said demand drafts and, after getting proper attestation by the counsel, hand



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them over to the party attested by the counsel as per procedure.

6. The cover sent by **D.C.Ilangovan of Dharmapuri** is in the sealed cover is opened in the open Court. There is a requisition letter dated 06.09.2024 property extent Item Nos. 1 to 29. His offer is **Rs.16,00,00,000/-** (Rupees Sixteen Crores Only). A Demand Draft for Rs.10,00,000/- is enclosed drawn on Indian Bank, Dharmapuri, demand draft No.594648 dated 04.09.2024.

7. The cover sent by Mr.Mathiyalagan is in the sealed cover is opened in the open Court. Demand Draft of **Rs.10,00,000/-** drawn of HDFC Bank Limited for Mr.Mathiyalagan, Vazhappadi, Salem. In the requisition letter, it is mentioned as sale of the land without any specific extent. Demand Draft Rs.10,00,000/- is enclosed. **Bid price: Rs.11,25,00,000/-** (Rupees Eleven Crores and Twenty Five Lakhs only)

8. The cover sent by Mr.N.Sridhar is in the sealed cover is opened in the open Court. Demand Draft of Rs.10,00,000/- Mr.N.Sridhar, Bethanayakanpalayam, Ethapur, Salem is enclosed. **Bid price: Rs.12,50,00,000/-** (Rupees Twelve Crores and Fifty Lakhs only)

9. The cover of Alagupandian was taken found Demand Draft



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of **Rs.10,00,000/-** (Rupees Ten Lakhs only) since he has already produced a memo of withdrawal and indicating his consent not to contest, it is not considered.

10. The next cover opened in the Open Court is from **Sri Keshav Indo Space Private Limited** with a Demand Draft for a sum of **Rs.10,00,000/-** (Rupees Ten Lakhs only) since he has filed a memo of withdrawal indicating his consent not to contest in the bid, it is not considered.

11. G.K.Realty Developers has presented a letter and they have produced a demand draft for a sum of **Rs.10,00,000/-(Rupees Ten Lakhs only)**. Since they have filed a memo of withdrawal indicating consent not to contest in the bid, it is not considered.

12(a). Next cover was opened. It is from Jalapathy Rajagopal however no bid amount was mentioned. Demand Draft for a sum of Rs.10,00,000/- is enclosed.

(b). Mr.S.Velmurugan, learned counsel, appeared for M/s.Jalapathy Rajagopal stated that his client, Door No.1/15, vadamalaipatti, Krishnagiri, has tendered to the extent of **Rs.10,00,000/-** (Rupees Ten Lakhs only) along with requisition letter. In the requisition



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letter, he has not mentioned the amount, and hence the same is not considered. The Registry is directed to return the Demand Draft since it is not yet encashed, and on proper attestation by the counsel.

| <b>Sl. No</b> | <b>Date</b>                            | <b>Name</b>                          | <b>Particulars</b>                          | <b>D.D Amount</b> | <b>Bid Amount</b>                     |
|---------------|----------------------------------------|--------------------------------------|---------------------------------------------|-------------------|---------------------------------------|
| 1.            | GK Reality Developers                  | The Assistant Registrar High Madras  | Bank of India, 090773, on 06.09.2024        | Rs.10,00,000      | Withdrawn                             |
| 2.            | Sri Keshave Indo Space Private Limited | The Assistant Registrar High Madras. | ICICI Bank, 502949 on 09.09.2024            | Rs.10,00,000      | Withdrawn                             |
| 3.            | A.Alagupandian                         | The Assistant Registrar High Madras. | Central Bank of India, 472564 on 09.09.2024 | Rs.10,00,000      | Withdrawn                             |
| 4.            | D.C.Elangovan                          | The Assistant Registrar High Madras. | Indian Bank, 594648, on 04.09.2024          | Rs.10,00,000      | Rs.16,00,00,000                       |
| 5.            | N.Sreedhar                             | The Assistant Registrar High Madras. | Axis Bank, 000527 on 05.09.2024             | Rs.10,00,000      | Rs.12,50,00,000                       |
| 6.            | R.Mathialagan                          | The Assistant Registrar High Madras. | HDFC Bank on 005560 on 06.09.2024           | Rs.10,00,000      | Rs.11,25,00,000                       |
| 7.            | Jalasharan Constructions               | The Assistant Registrar High Madras. | Karur vysya Bank 408064 on 05.09.2024       | Rs.10,00,000      | No bid amount mentioned in the letter |

As indicated in the above table, the total number of bid offer



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cover received are 7 in number. Out of which, 3 persons have withdrawn the bid offer even before the opening of the bid. Thus, balance of 4, bid offer was taken up for consideration.

13. After considering the 4 bids, I find that one Mr.Jalapathy Rajagopalan who sent a Rs.10,00,000/- Demand Draft, has not made the given bid amount and hence it is rejected.

14.As stated above, 3 persons had already withdrawn from the bid even before the opening of the bid cover in the open Court. **From the table, I find that Mathialagan bid amount of Rs.11,25,00,000/-, Sreedhar's is Rs.12,50,00,000/- and D.C.Elangovan's is Rs.16,00,00,000/-**

15. Accordingly, this Court finds that D.C.Elangovan, being **the highest bidder**, his bid offer is provisionally selected and accepted and his offer to purchase the schedule property is accepted by this Court. Further proceedings to complete the sale transaction is to be done.

16. The highest bidder D.C.Elangovan is hereby directed to come with a Demand Draft in the name of plaintiff's Trust representing



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25% of the bid amount *on or before 25.10.2024* to show his financial capability as quoted in the bid made before this Court.

17. In view of the above stated person being declared as a successful bidder, the offer made by other bidder shall stand rejected.

18. Further, all the demand drafts given by the respective parties, as they were found inside the cover, since the same is not encashed by the Registry of this Court, are hereby ordered to be returned to the respective parties by the Assistant Registrar (O.S) upon proper attestation by the respective Advocate at the earliest.

19. The Demand Draft indicating 25% of the bid amount as Para No.16 of the order shall be drawn in the name of M/s.Pachaiyamman Educational Trust (the plaintiff) along with the copies of the Demand Draft are to be produced by the counsel on 25.10.2024 (Friday)

20. The Registry is directed to carry out the amendment in respect of Item Nos.1&6 as indicated by the plaintiff's counsel.

21 (a) As could be seen from the tabular column in Para No.12, I find that in the paper publication notification issued by the Registry, it is



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mentioned that the demand draft should be drawn in the name of the Assistant Registrar (O.S), High Court, Madras. Following the same, all the 7 bidders have produced a sum of Rs.10,00,000/- demand draft in the name of Assistant Registrar (O.S), High Court, Madras.

(b) It is to be stated that the head of the account should have been Registrar (General), High Court, Madras. Since in the every paper publication it was mentioned as Assistant Registrar (O.S), High Court, Madras. This Court has considered the same since an error has been crept in the paper publication itself and the same is hereby rectified and hence the successful bidder by name D.C.Elangovan who had produced the demand draft for a sum of Rs.10,00,000/- dated 04.09.2024, Indian Bank with Registration No.594648 is ordered to give the demand draft for a sum of Rs.10,00,000/- in the name of Registrar (General), High Court, Madras.

(c) On such production, demand draft initially given by the said person which is under still found to be uncashed (in view of the bid not being opened) is ordered to be returned. However, a clear copy of the demand draft so produced shall be annexed with the records for record purpose.



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22. Considering **A.No.5308 of 2024** is filed by one Muruganandham who claims to be a tenant and is in enjoyment the property, alleging to be in possession part of schedule property seeks impleadment. Considering the scope of the suit, I am not inclined to express any opinion except to say that he can seek remedy by filing an appropriate application for appropriate remedy before the appropriate forum, and A.No.5308 of 2024 is stands dismissed.

23. Post the matter on 25.10.2024.

**22.10.2024**

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**RMT.TEEKAA RAMAN,J.,**

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A.No.5308 of 2024 in  
C.S.No.51 of 2024

22.10.2024