



O.S.A.No.22 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 05.02.2025

WEB COPY

CORAM :

**THE HONOURABLE DR.JUSTICE ANITA SUMANTH
and
THE HONOURABLE MR.JUSTICE C.KUMARAPPAN**

**O.S.A.No.22 of 2025
and CMP No.2168 of 2025**

G.Sreenivas

.. Appellant

VS

1. M.Vaigai Selvan

2. Mrs.Usha

Both residing at

Flat No.D-4, T.V.H. Boag Villa, No.52/54,

North Boag Road, T.Nagar,

Chennai – 17.

G.Geethanjali (Deceased)

(Amended vide order dated 21.11.2024 in A.No.5547/2024)

.. Respondents

Prayer : Appeal filed under Order XXXVI Rule 1 of the Original Side Rules read with Clause 15 of the Letters Patent Act against fair and decreetal order dated 09.01.2025 in A.No.2636 of 2024 in C.S.No.116 of 2024.

For Appellant : Mr.T.Harish Chowdhary
for Mr.T.M.Naidu and co.



O.S.A.No.22 of 2025

JUDGMENT
(Delivered by Dr.ANITA SUMANTH.,J)

WEB COPY

This Original Side Appeal is filed challenging order dated 09.01.2025 passed in A.No.2636 of 2024. Two suits have been filed, one in O.S.No.1511 of 2024 another in C.S.No.116 of 2024. The appellant is the defendant in both the Suits.

2. The relief sought for in O.S.No.1511 of 2024 is as follows:

(a) To pass an order of permanent injunction restraining the defendants their men, agents or any person authorized by them from in any manner interfering with the peaceful possession and enjoyment of the suit schedule property by the plaintiff except by due process of law.

(b) To direct defendants 1 and 2 to pay a sum of Rs.21,00,000/- being the arrears of rent, TDS and other payments to the plaintiff.

(c) To direct the defendants 1 & 2 to pay the damages for the use and occupation of the suit schedule property at the rate of Rs.2,50,000/- per month from the date of the plaint till the date of vacating the suit schedule property.

3. The relief sought for in C.S.No.116 of 2024 is as follows:

(a) direct the defendants to pay the plaintiff a sum of Rs.1,49,39,256/- (Rupees One Crore, Forty nine lakhs, thirty nine thousand, two hundred and fifty six only) together with interest at the rate of 18% per annum from the date of plaint till the date of realization.

(b) direct the defendants to pay the cost of this suit.

4. A.No.2636 of 2024 had been filed seeking attachment before judgment as a consequence of the prayer for recovery of a sum of Rs.1.49 crores (approx.). The plea of the respondent was that the property at Door



O.S.A.No.22 of 2025

No.1, Prakasam Street, T.Nagar, admeasuring 1600 sq.ft. in the first floor and 900 sq.ft. in the 2nd floor, together admeasuring 2500 sq.ft. (in short 'subject premises') had been rented on monthly rent of Rs.60,000/-. A sum of Rs.32.00 lakhs had been deposited as advance.

5. The applicant had managed a restaurant therein under the name and style of 'Vaigai Chettinad Restaurant'. According to the applicant, substantial expenditure had been incurred on making ready the place for running of the restaurant and hence the prayer for a direction to the appellant to remit the sum of Rs.1.49 crores in C.S.No.116 of 2024.

6. In the impugned order dated 09.01.2025, the learned Judge has looked into the trajectory of facts that are relevant to the matter. In paragraph 3, the learned Judge states that the parties to this OSA, along with one Dea Foods, who is arrayed as defendant in O.S.No.1511 of 2024 had formed a tripartite agreement for managing the restaurant. The case of the appellant is that the respondents in collusion with said Dea Foods had fraudulently deprived the appellant of possession and access to the subject premises as well as of the improvements made to the subject premises which have been quantified at Rs.1.49 crores.

7. We find that the learned Judge has appreciated the relevant facts and rendered a prima facie finding that the subject property belonging to



O.S.A.No.22 of 2025

the appellant has, indeed, been improved by the restaurant to make it suitable for operating a restaurant. We have find nothing untoward in the learned Judge directing the appellant to furnish security to the extent of the aforesaid claim on or before 15.02.2025. Such a direction would only serve to secure the interests of the parties pending disposal of the Suits.

8. Learned counsel for the appellant would submit that the appellant intends to offer the subject premises to lease to a third party. We do not find that the direction to furnish security would in any way impede the aforesaid arrangement.

9. In light of the discussion as aforesaid, we see no merit in this Original Side Appeal and dismiss the same.

10. One thing remains. According to the appellant, he has filed an application in A.No.90 of 2025 under Order VII Rule 11 of the Civil Procedure Code, 1908 seeking rejection of plaint in C.S.No.116 of 2024.

11. Incidentally, we note that in impugned order dated 09.01.2025, A.No.90 of 2025 is also mentioned as part of the cause title. This has led to an apprehension on the part of the appellant that his application for rejection of plaint in C.S.No.116 of 2024 has also been disposed under order dated 09.01.2025.

12. We have carefully perused order dated 09.01.2025 and find no



O.S.A.No.22 of 2025

mention therein of the plea for rejection of the plaint. Hence, we are of the considered view that the apprehension of the appellant is misconceived.

13. Impugned order dated 09.01.2025 cannot thus be taken to be disposing A.No.90 of 2025, as reference to A.No. 90 of 2025 in the cause title is a technical error. No credence need be given to the same and we clarify that A.No.90 of 2025 seeking rejection of plaint in C.S.No.116 of 2024 is yet pending before the learned Judge and may be pursued by the parties.

14. Consequently, connected Miscellaneous Petition is also dismissed.

[A.S.M., J] [C.K.,J]
05.02.2025

Index:No
Speaking order
Neutral Citation:Yes
sl



O.S.A.No.22 of 2025

DR. ANITA SUMANTH,J.
and
C.KUMARAPPAN,J.

sl

O.S.A.No.22 of 2025
and CMP No.2168 of 2025

05.02.2025