



WEB COPY

A No. 3137 of 2024



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 02-09-2025

CORAM

THE HONOURABLE DR.JUSTICE R.N.MANJULA

**A No.3137 of 2024 &
A No.1043 of 2025 &
A No.3419 of 2025
in
CS NO. 576 of 2002**

A.No.3137 of 2024

P.G.Unnikrishnan
S/o.P.K.Gopalakrishnan, No.12, New
No.22/11, 3rd Street, Soni Nagar,
Gandhi Salai, Velacherry, Chennai 42.

Applicant / defendant

Vs

1. A.Manickam
S/o.Azagu Gounder

2.M.Veda
W/o.A.Manickam,

3.N.Balamurugan
S/o.Narayanan

4.K.Kuppusamy
S/o.Kannan



A No. 3137 of 2024



5.K.Senthil

S/o.Kannan, R1 to R5 residing at No.9,
Vth Cross Street, Rajalakshmi Nagar,
Velachari, Chennai 600 042.

Respondents/plaintiffs

A No. 1043 of 2025

1. Vivek Jain
old No.3, New No.12, 4th Street,
Dhandeeswaram Nagar, Velacherry,
Chennai 600 042.

2.Abhilasha Jain

Applicants /proposed
respondents 8 & 9

Vs

1. P.G.Unnikrishnan
S/o.P.K.Gopalakrishnan
A.Manickam (Died)
2.M.Veda
3.N.Balamurugan
4.K.Kuppusamy
5.K.Senthil
6.M.Indu
7.M.Kowsalya
8.M.Srinivasan

1st Respondent / Defendant

(respondents 2 to 8 are impleaded as the
legal heirs of A.Manickam as per order
in A.No.167/2024 dated 11.01.2024)

Respondents / Plaintiffs

A No. 3419 of 2025

Mrs.M.Veda

Applicant / Second Plaintiff



A No. 3137 of 2024



Vs

WEB 1. P.G.Unnikrishnan

1st respondent / defendant

2.N.Balamurugan

3.K.Kuppusamy

4.K.Senthil

Respondents / Plaintiffs 3
to 5

A No. 3137 of 2024

PRAYER

To set aside the compromise decree dated 30/01/2006 stated have been passed in C.S.No.576 of 2002 is fraudulent, *non est and void ab initio*.

A No. 1043 of 2025

PRAYER

To implead the Applicants as proposed Respondents 9 and 10 i.e. the proposed Third Parties.

A No. 3419 of 2025

PRAYER

To direct the 1st respondent / applicant / defendant to produce his bank account statements for the year 2004-05, 2005-06 and 2006-07 in A.No.3137 of 2024 in C.S.No.576 of 2002.

For Applicant(s): M/s.R.Rajarajan
R.Dilli Kumar
M.Manohar
D.Nandhagopal

For Respondent(s): Mr.Y.Venkatesan



ORDER

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The application in A.No.3137 of 2024 has been filed by the first defendant seeking to set aside the compromise decree dated 30.01.2006 entered into between the parties to the suit on the allegation that it is a fraudulent one.

2. The application in A.No.1043 of 2025 has been filed to implead the applicants / third parties as proposed respondents 9 and 10.

3. The application in A.No.3419 of 2025 has been filed to direct the 1st respondent / applicant / defendant to produce his bank account statements for the year 2004-05, 2005-06 and 2006-07 in A.No.3137 of 2024 in C.S.No.576 of 2002.

4. The respondents / plaintiffs have filed a suit against the defendant for seeking the relief of declaration and a consequential injunction in respect of the property measuring 5106 Sq.ft in S.No.164/2B1 situated at 100 Feet Road, Velachery, Chennai - 42. The defendant was represented through his power of attorney agent Mr.Chandrasekaran.

5. The averments of the applicant in brief:

According to the applicant / defendant, the power agent was colluded with the plaintiffs and filed a compromise memo about which the defendant was



not aware. The memo of compromise has been entered without the knowledge of the defendant. The suit in C.S.No.576 of 2002 was decreed on 30.01.2006, in accordance with the memo of compromise. When the defendant inquired about the compromise with his power agent, he has given false information about the events leading to compromise.

5.1. There are two other connected suits pending before the City Civil Court in O.S.No.8166 of 1996 and O.S.No.8681 of 1996 and later, on the transfer petition filed by the defendant, those suits have also been withdrawn from the file of the City Civil Court and transferred to the file of the High Court. According to the applicant, he did not authorise his power agent chandrasekaran to execute any compromise.

5.2. If the compromise is true, it would have reserved all the three suits which are connected. But the compromise has been filed only in one suit viz., C.S.No.576 of 2002. As the compromise has been brought by playing fraud, misrepresentation and cheating, the same has to be set aside. The compromise was arrived behind the back of the defendant at the instance of his power agent Chandrasekaran.

6. The averments of the counter in brief :

The compromise decree has been passed with the consent and knowledge of the applicant / defendant. The entire compromise amount of Rs.40,00,000/-



was paid to the applicant / defendant by the first plaintiff through a demand draft on various dates through applicant / defendant's bank account towards the satisfaction of the said compromise decree passed by this Court in C.S.No.576 of 2002 dated 30.01.2006. The allegation made against the power agent of the defendant is misleading and just to defeat the compromise decree through illegal means. The compromise memo has been filed only with the knowledge and consent of the applicant and it has been signed by his power agent Chandrasekaran to whom the applicant has given power to conduct the suit on his behalf through a registered power deed dated 02.06.2005 on the file of the Sub-Registrar, Velachery.

6.1. The compromise decree was passed by this Court in the suit in C.S.No.576 of 2002 on 30.01.2006 and at that time, the power deed was in force. The power deed was cancelled by the applicant through cancellation of power deed dated 31.01.2006 which was registered in Sub-Registrar Office, Velacherry on 02.03.2006. If the applicant has any grievance over the power of attorney agent, he has to claim the same from his power agent by giving a criminal complaint and he cannot seek a relief to set aside any compromise decree passed by this Court.

6.2. The applicant / defendant wantonly denies his own document with some ulterior intention which cannot be allowed. The compromise decree had been acted upon and subsequent transactions have also been taken place. The



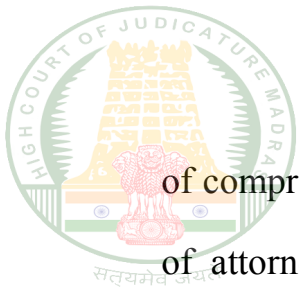
present application has been filed by the applicant with some ulterior motive.

Despite the compromise decree has been passed as early as on 30.01.2006, this application has been filed after 18 years just in order to cause irreparable loss and hardship to the respondents.

Discussion :

7. The applicant / defendant did not deny the fact that he was represented through his power agent during the whole of the proceedings in C.S.No.576 of 2002. In fact, he has given a specific special power of attorney in favour of his power agent Chandrasekaran on 02.06.2005. The power agent had held power and conducted suit on behalf of the defendant until the disposal of the suit. It is not the contention of the applicant / defendant that some other person other than his power agent had affixed the signature in the compromise memo. His only contention is that the power agent Chandrasekaran had acted against his interest and colluded with the plaintiffs in this suit and got the compromise memo executed. But, the defendant has got the knowledge about the compromise memo, as he had enjoyed the fruits of the terms of compromise through various transactions agreed in the compromise memo and that had been credited in the account of the defendant which was enjoyed by him without any murmur.

8. The defendant did not choose to cancel the power of attorney given in favour of the power agent Chandrasekaran and the power deed was cancelled only on 31.01.2006. This would show that after receiving the payment in terms



of compromise memo, the applicant / defendant had chosen to cancel the power of attorney in favour of Chandrasekaran. The compromise decree has been validly passed on 30.01.2006 with the consent of both the parties and now, the defendant cannot be allowed to agitate by stating that the compromise memo was a fraudulent one. Having enjoyed the fruits of the compromise and allowed the parties to be acted upon the compromise decree by entering into subsequent transactions, now the applicant / defendant has filed this application.

9. The power agent Chandrasekaran is no more now. It appears that the defendant had taken advantage of the death of the power agent and filed this application by denying his knowledge to the compromise memo. The very fact that he enjoyed the fruits of the compromise memo proves that the defendant had the knowledge about the compromise memo and decree. Even if it is assumed that the power agent colluded with the plaintiffs and caused a compromise memo executed, the defendant could have only initiated action against his power agent and not to file an application to set aside the compromise decree. The compromise memo dated 30.01.2006 has been executed and signed by a person who is lawfully authorised by the defendant and hence, no fraud or illegality can be presumed at this stretch of time.

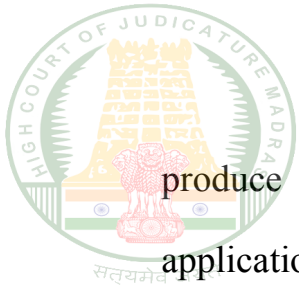
10. Knowing well that the suit ended in compromise decree, the applicant has attempted to try his luck by filing this application to set aside the compromise decree, which is abuse of the process of this Court. The third party



interest have also been created subsequent to the compromise memo and that would show that the compromise decree has been acted upon. The Court has recorded in the compromise decree itself that the terms of compromise has been complied and payment has been made by the plaintiffs in accordance with the compromise memo. The receipt of the cheques drawn in the name of the applicant and encashment of the same have not been denied by the applicant / defendant. Now, it is unfair on the part of the defendant to retract from his own undertaking given through his power agent by playing hook or crook.

11. I do not find any merits in the very allegations made by the applicant / defendant with regard to the validity of the compromise memo filed before this Court and the other allegations made by the applicant / defendant with regard to the facts extraneous to the application now filed. Since there is nothing to suspect the validity of the compromise memo and the applicant / defendant himself has admitted that his power agent only signed the compromise memo and he also received the money from the plaintiffs as per the cheques drawn in his favour, the application is devoid of merits. In fact, it is only an abuse of process of this Court.

12. Hence, the application filed in A.No.3137 of 2024 is dismissed. As the application filed to set aside is the compromise decree is dismissed, the application filed in A.No.1043 of 2025 to implead the third party and the application filed in A.No.3419 of 2025, seeking direction to the defendant to



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produce his bank account statement are unnecessary and hence, the said applications are also closed.

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A No. 3137 of 2024



R.N.MANJULA J.
gsk

**A No. 3137 of 2024,
A NO. 1043 OF 2025,
A NO. 3419 OF 2025
AND CS NO. 576 OF
2002**

02-09-2025