



WEB COPY



1

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Reserved on : 25.06.2025

Pronounced on : 03.07.2025

CORAM

THE HONOURABLE MR. JUSTICE N. SATHISH KUMAR

C.R.P.Nos.1429 & 2493 of 2025
and C.M.P.Nos.8428 & 14303 of 2025

M/s.Selvaradjalou Chetty Trust

Represented by its Chairman

G.Rajagopalan

21/10, Armenian Street

Chennai – 600 001

Amended vide Order dated 18.06.2025

made in CMP.No.10955 of 2025 in CRP.No.1429 of 202

in CMP.No.10953 of 2025 in CRP.SR.No.51440 of 2025

.. Petitioner in both CRPs

Versus

1.Sarvothaman

Jayalakshmi Ammal (Died)

Anusuya Ammal (Died)

(As per order dated 02.12.1969 vide memo
filed by D3 in I.A.No.403 of 1969)

2.Padmini Chandrasekaran (Died)

Represented by R.Krishnamurthy

Sivagamil Ammal (Died)

Anusuya Ammal (transposed as plaintiff) (Died)

Somasundaram Chettiar (Died)

3.T.T.Srinivasan

.. Respondents



Prayer in CRP.No.1429 of 2025:- Civil Revision Petition filed under Section 115 of Code of Civil Procedure, to set aside the order 12.03.2025 passed in E.A.No.17 of 2025 in EP.No.300 of 2021 in O.S.No.6 of 1968 on the file of the Principal District Judge, Puducherry.

Prayer in CRP.No.2493 of 2025:- Civil Revision Petition filed under Section 115 of Code of Civil Procedure, to set aside the order 12.03.2025 passed in EP.No.300 of 2021 in O.S.No.6 of 1968 on the file of the Principal District Judge, Puducherry.

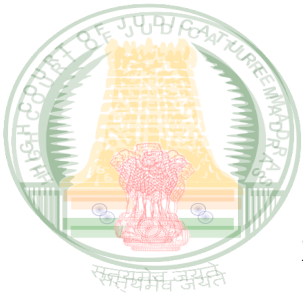
In both CRPs

For Petitioner	:	Mr.T.R.Rajagopalan, Senior Counsel for Mr.Ragesh Bhagavath.L and Ms.N.Hashwatha
For Respondents	:	Mrs.Hema Sampath, Senior Counsel for Mr.A.D.Balasubramaniam for R1

COMMON ORDER

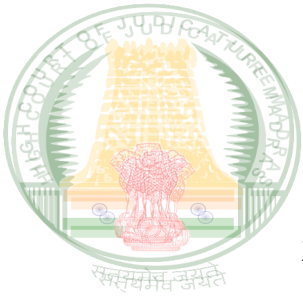
CRP.No.2493 of 2025 has been filed challenging the order dated 12.03.2025 made in EP.No.300 of 2021 in O.S.No.6 of 1968 on the file of the Principal District Judge, Puducherry. Similarly, CRP.No.1429 of 2025 has been filed challenging the order dated 12.03.2025 made in E.A.No.17 of 2025 in EP.No.300 of 2021 in O.S.No.6 of 1968 on the file of the Principal District Judge, Puducherry.

2. These revisions have got chequered history as under:

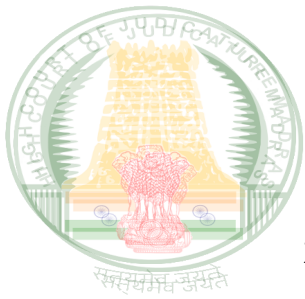


2.a. Execution Petition in E.P.No.300 of 2021 was levied by the fifth defendant in the suit in O.S.No.6 of 1968. It is to be noted that the execution petition was filed on 29.04.2021. Since the very issue raised in these revisions are with regard to the maintainability of the execution petition and limitation, this Court also called for the original records.

2.b. On perusal of the execution petition in EP.No.300 of 2021 which was presented for the first time on 29.04.2021 to enforce the decree dated 29.04.1970 in O.S.No.6 of 1968. The suit in O.S.No.6 of 1968 was filed by one one Jayalakshmi Ammal for declaration that she is exclusive owner of the suit properties and real estate left by Dhakshinamourthy Chettiar last survivor of the joint family which existed between the sons and heir of Chinnatamby Chettiar or in the alternative in the event of rejection or the said claim to declare that the plaintiff is entitled to 1/5th of undivided properties left by Dhakshinamourthy Chettiar under the terms of the will of 15.08.1955 executed by Kuppammal widow of the said Dhakshinamourthy Chettair for costs.



2.c. During the pendency of the suit, the said Jayalakshmi Ammal died, therefore, Anusuya Ammal said to be the legal heir was brought on record as per the order of the Court dated 02.12.1969 as the second plaintiff. The above suit was decreed on the basis of the compromise entered between the parties by decree and judgment dated 29.04.1970. Pursuant to the said decree, execution petition was filed in the year 2021. In the said execution petition, application was filed under Section 47 of CPC by the revision petitioner namely M/s.Selvaradjalou Chetty Trust as a third party questioning the maintainabilty of execution petition and inter alia contending that the subject properties in the execution petition was never allotted to the fifth defendant in the compromise decree dated 29.04.1970. That application was opposed by the fifth defendant claiming to be decree holder inter alia contending that the title to the subject properties were already decided in his favour in C.S.No.149 of 1980 and O.S.A.No.299 of 1996 and later confirmed in SLP(C).C.C.No.8268 of 2002. He also took a stand that since the title to the suit properties is declared in his favour, he is entitled to maintain the execution petition and the said compromise decree was registered pursuant to the order of this Court in W.A.No.336 of 2019, therefore, the execution petition was filed well within the time.



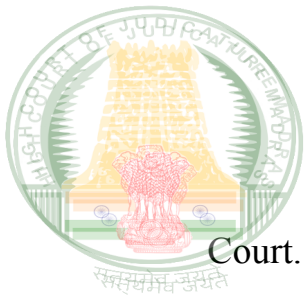
2.d. The Executing Court taking note of the cause title that the execution petitioner is a third party and not party to the suit in the execution petition dismissed the revision which has been challenged before this Court in CRP.(PD).No.2766 of 2024. This Court by order dated 09.08.2024 dismissed the revision confirming the order of the executing Court. As against which, SLP was filed before the Hon'ble Supreme Court in SLP(C).D.No.53853 of 2024, wherein, the Hon'ble Supreme Court while dismissing the the petition, permitted the petitioner to file objections to the execution petition before the executing court. The relevant paragraphs of the order of the Hon'ble Supreme Court is as follows:

" 4.Learned counsel submits that in effect, the execution of the Compromise Decree of 1970 is not permissible, after such a long gap of time and that the petitioner wants to take objections to this effect.

5.In view of the aforesaid, we permit the petitioner to file objections to the Execution Petition No.300 of 2021.

6.In the event, any objections are filed within a period of two weeks from today, the same shall be considered by the Executing Court on its own merits independent of the order dated 04.06.2024 passed by the Principal District Judge at Pondicherry and the impugned order dated 09.08.2024 passed by the High Court.

2.e. Based on the above liberty granted by the Hon'ble Supreme Court once again, application was filed in E.A.No.17 of 2025 before the Executing



Court. The Executing Court by order dated 12.03.2025 dismissed the application holding that as the compromise decree was challenged in the High Court and reached finality on 08.09.2016 and similarly, writ appeal is also directed registration of the compromise decree in the year 2019, hence, the execution petition is maintainable and ordered delivery. Challenging the said order, the revisions have been filed.

2.f. In the meanwhile, review was filed to review the order 09.08.2024 made in CRP.(PD).No.2766 of 2024, on the grounds that there is a difference in the schedule of properties in the Memorandum of Compromise and of compromise decree, EP is barred by limitation and the revision petitioner Trust cannot be treated as a stranger. The learned Single Judge taking note of the fact that executor of the will namely late R.Krishnamoorthy, senior advocate received the notice in EP, whereas, he died only on 18.10.2022 noting that executor was one of the longest serving Advocate Generals of this Court and highly respected advocate. Having received notice, he has not appeared in EP and ultimately dismissed the review. It is relevant to note that even while dismissing the review, it was brought to the notice of this Court that the so-called executor namely late R.Krishnamoorthy died as early as on



18.10.2022, despite the factum of death of the sole executor of the trust at the relevant point of time, none was substituted in the execution petition. These facts are necessary for further discussion later. None has been impleaded to represent the Trust or Padmini Chandrasekaran. All other parties are died. Even when the execution petition was filed, though the seventh respondent/sixth defendant is also not represented, that is not germane for consideration for disposing the revisions.

3. The learned senior counsel for the revision petitioner submitted as follows:

(a) the compromise decree dated 29.04.1970, subject properties mentioned in the execution petition namely around 85 items of the properties were never allotted to the fifth defendant, the entire proceedings have taken place as if there was a decree in favour of the fifth defendant in respect of 85 items of 85 items of properties situated in Puducherry. The Court below has failed to take note of all these factual aspects.

(b) while dismissing the revision, the learned Single Judge in CRP.(PD).No.2766 of 2024 has not adverted into the actual facts. The facts recorded in the above revision is contrary to the records, therefore, any order



passed erroneously without adverting to the facts of the case will not bind the petitioner and the same will also not operate as res judicata.

(c) compromise decree has reached finality in the year 1970 itself, none of the parties have challenged the compromise decree, therefore, merely, because, some suit filed later by the fifth defendant's son challenging the trust deed, will, as well as the compromise decree, that will not arrest the period of limitation.

(d) civil suit in C.S.No.149 of 1980 filed by Vinod Babu/son of the fifth defendant in O.S.No.6 of 1968 who claims to be a decree holder. Such suit was filed in respect of the properties situated in Chennai alone and with regard to some movable properties. The main challenge of the plaintiff in the above suit was with regard to the will executed by the first defendant Padmini Chandrasekaran and trust deed also challenged the compromise entered between his father and others. This Court by common judgment in C.S.No.149 of 1980 and T.O.S.No.28 of 1982 dated 28.10.1995 has clearly held that the property was never been allotted to the fifth defendant in the compromise decree, therefore, suppressing all these facts, the execution petition has been filed.

(e) In the entire proceedings, the Executing Court has not made an



attempt to verify the decree dated 29.04.1970 and entitlement of the first respondent/fifth defendant in O.S.No.6 of 1968 for delivery of 85 items of property. The inaction on the part of the executing court in conducting an enquiry before delivery caused substantial prejudice to the estate of Padmini Chandrasekaran. The said estate is managed by the revision petitioner. Taking advantage of the impugned order, already some of the properties have been taken by the fifth defendant. According to him, it is nothing but clear case of abuse of process of law and land grabbing by abusing the process of Court.

(f) the entire process has been abused by playing fraud on the Court to grab valuable properties by fraudulent means.

4. In support of his submissions, he placed reliance on the following authorities:

- (i) Varada Reddiar and another vs. Jayachandran and another reported in 1996
- (II) CTC 611
- (ii) Ranipet Municipality rep by its Commissioner and another vs. M. Shamheerkhan reported in (1998) 1 CTC 66
- (iii) B. Revathi vs. Hariraj and others reported in MANU/TN/6472/2024



(iv) N. Periyasamy vs. Mohammad Bilaldeen and four others reported in

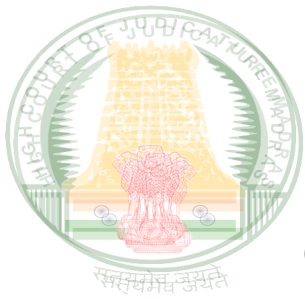
2024: MHC: 313

5. Whereas, it is the contention of the learned Senior Counsel for the first respondent as follows:

(i) that the compromise entered between the parties clearly show that the B schedule properties were allotted to the fifth defendant

(ii) first defendant namely Padmini Chandrasekaran had filed a suit in C.S.No.205 of 1974 against the first respondent for recovery of income tax liabilities as per the terms of the compromise decree,

(iii) Similarly, a suit in O.S.No.21 of 1979 against the land reforms officer, wherein, she has stated that she did not acquire title to the properties allotted to her under the compromise decree due to non payment of Rs.7 lakhs to the first respondent on the ground that the compromise decree is in dispute in the suit in C.S.No.205 of 1974 and compromise decree not confirmed by High Court. Similarly, the first respondent's son filed a suit in C.S.No.149 of 1980 and the same was disposed on 28.10.1995, O.S.A.No.299 of 1986 disposed on 20.03.2002.

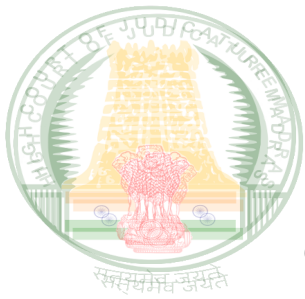


(iv) the revision petitioner has filed OP.No.59 of 2015 on the file of the Principal District Court, Puducherry against the purchaser from the first respondent and the said original petition was dismissed directing the petitioner to prove their title over the compromise decree.

(v) the first respondent has filed a writ petition in WP.No.18593 of 2018 for registration of the compromise decree in order to enforce his title over the Schedule B of the decree and the same was dismissed on 23.01.2019. On appeal, the Division Bench directed for registration of the compromise decree, therefore, according to her, the earlier round of litigation was disposed of only on 08.09.2016, therefore, EP was filed in the year 2021 and the same is maintainable.

(vi) In the earlier round of litigation, this Court in CRP.(PD).No.2766 of 2024 has thoroughly discussed the entire aspect and dismissed the revision filed by the petitioner trust, the review filed is also dismissed, therefore, the revision petitioner cannot agitate the issue once again which reached finality.

(vii) Even while obtaining the orders from the Hon'ble Supreme Court, the dismissal of the review application was suppressed by the revision petitioner. At any event, since the issue has already reached finality and it will operate as res judicata.



6. In support of her submissions, she placed reliance on the following

judgments:

- (i) Dipali Biswas and others vs. Nirmalendu Mukherjee and others reported in 2021 SCC OnLine SC 869
- (ii) Pradeep Mehra vs. Harijivan J. Jethwa (Since Deceased through legal heirs) and others reported in 2023 SCC OnLine SC 1395
- (iii) Desayi Venkatranga Reddi and others vs. Paraku Chinna Sithamma and another reported in AIR 1941 Mad 440 DB

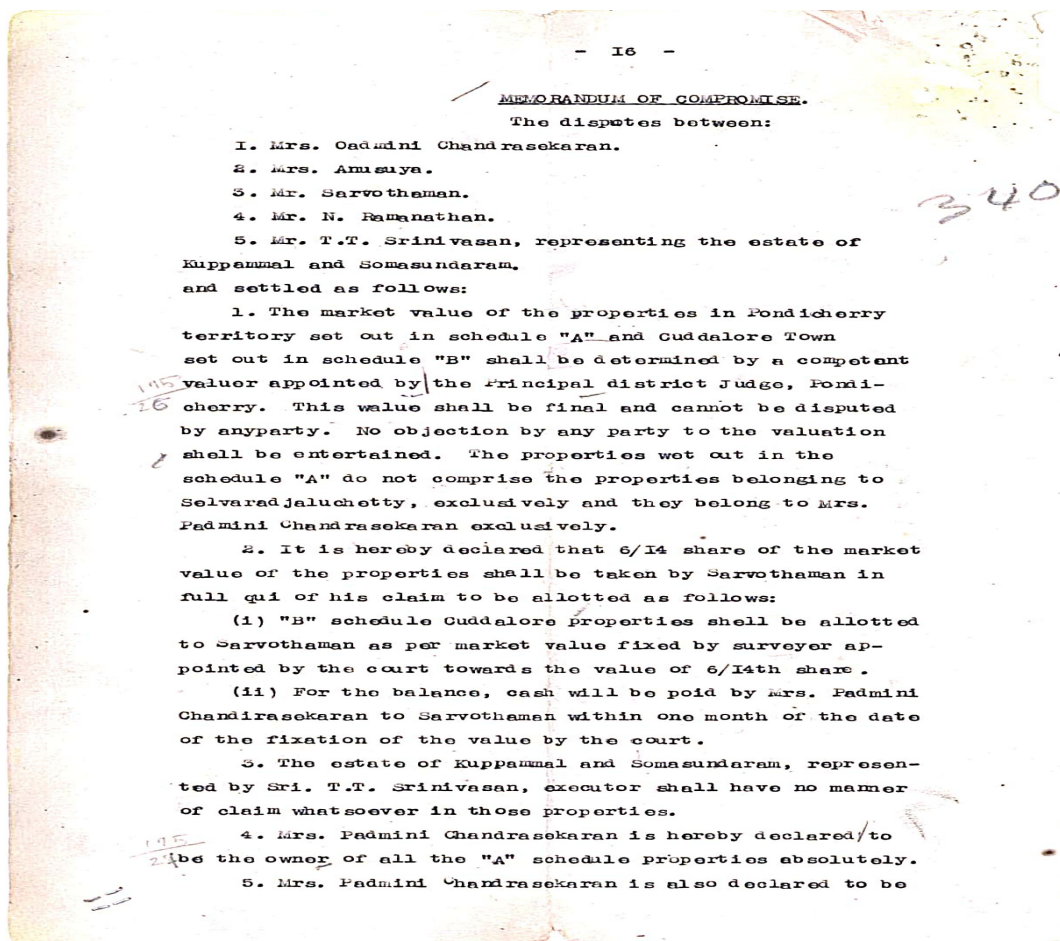
7. In light of the above submissions, now the points arise for consideration are as follows:

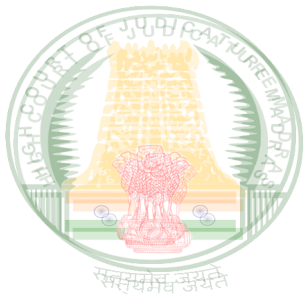
- (i) Whether the petitioner in EP.No.300 of 2021 was allotted the subject properties of the suit in O.S.No.6 of 1968 in the compromise decree dated 26.04.1970?
- (ii) Whether the EP filed in the year 2021 is hopelessly barred by law of limitation?
- (iii) Whether the earlier round of litigation operate as res judicata?

Points (i) to (iii)

WEB COPY

8. Since the entire issue centre around the compromise agreement entered between the parties to the suit in O.S.No.6 of 1968 and the decree passed thereon, this Court is inclined to capture the compromise decree and the compromise entered between the parties for better understanding: The scanned copies are placed below:

Compromise agreement



WEB COPY

- 17 -

the owner of the property No 6/40. North Beach Road, Madras. A memo will be filed in the suit filed by Mrs. Anusuya in the High Court, Madras, and Mrs. Padmini Chandrasekaran will be declared owner by a compromise filed in that suit and decree passed there.

6. Mrs. Padmini Chandrasekaran shall be entitled to withdraw all the monies in Bank Deposits in her capacity as Receiver.

7. Mrs. Anusuya hereby given up all her claim against the Estate of her father Somasundaram, Kuppam, and Krishnaraju and in the properties set out in "A" and "B" schedule hereunder.

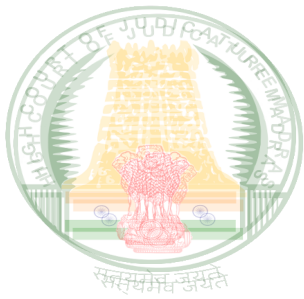
8. The S.C. Appeals pending against the decision in C.S. 329 of 1952 High Court, Madras shall be withdrawn with no order as to costs.

9. The monies received by Mrs. Padmini Chandrasekaran in C.S. No 329 of 1952 will be retained by her towards the decree in C.S. No 329 of 1952 on the file of the High Court, Madras and Mrs. Padmini Chandrasekaran will record full satisfaction of the said decree.

10. All the income tax liability if any including arrears payable for the income earned by M/S N. Selvaradjuluchetty and Co., through Ramanathan Somasundaram for the period apt 31-12-63, shall be borne by Ramanathan and the estate of Somasundaram and Kuppam. Padmini Chandrasekaran shall not be made liable for the same. If she is made liable, she will be indemnified by the said Ramanathan, Sarvothaman, and estate of Somasundaram and Kuppam by executor Sri T.T. Srinivasan.

11. The liability, if any, to the workmen of N. Selvaradjuluchetty and Co., till 18-12-65 relating to gratuity or any other compensation shall be borne by Sarvothaman, Ramanathan, and the estate of Kuppam and they will indemnify Set. Padmini Chandrasekaran and Anusuya if both or either of them is made liable.

12. Mrs. Padmini Chandrasekaran, shall be liable to pay her



WEB COPY



- 18 -

income tax on the earnings of Selvaradjuluchetty and Co from, I-I-1964.

175
29 13. Mrs. Padmini Chandrasekaran, shall withdraw the suit filed by her in Pondicherry court questioning the adoption of Sarvothaman in O.S. No

14. Each has no manner of claim against the other except as aforesaid. If any liability that has to be discharged by any party or parties is discharged by any other party or parties, the former will indemnify the later. 342

15. All the moveables in the buildings and lands in "A" schedule shall be taken by Mrs. Padmini Chandrasekaran.

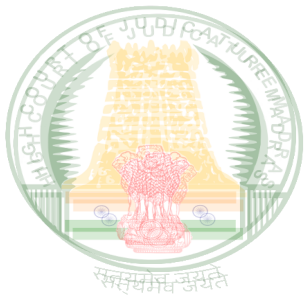
16. The Executor Sri. T.T. Srinivasan, shall apply for sanction of court for enforcing this compromise if and when it is necessary.

17. The parties ultimately agreed to the following proposal in lieu of valuation of the property by valuer.

The parties to-day agree that no valuer need be appointed and that they agree that Sarvothaman will be paid Rs. 7,00,000 by Mrs. Padmini Chandrasekaran and will in addition be given "B" schedule properties in full quit of his claim. This clause will be incorporated in the compromise memo.

175
30 Mrs. Padmini is declared to be the owner of all the "A" schedule properties. The other terms of the compromise will stand.

Smt. Padmini Chandrasekaran will pay Rs. 2,00,000/- in 5 weeks and the balance in 6 months. She undertakes not to alienate No 6; 20. North Beach Road Madras and Selva Mansion Pondicherry until the entire amount of Rs. 7,00,000/- is paid in full. She promises No 6/20 North Beach Road, Madras will be given to Smt. Padmini Chandrasekaran, subject to sanction being obtained from the High Court by the Executor Sri. Srinivasan, Smt. Padmini Chandrasekaran will be entitled to collect



WEB COPY



- 19 -

the rente from I-5-70.

Smt. Padmini Chandirasekaran is at liberty to draw the entire money in the Bank and appropriate them herself.

If the amounts of Rs. 3,00,000/- and 5,00,000/- are not paid on or before the due dates as fixed above they will earn interest at 6 % per annum from the due date to the date of payment. Smt. Padmini Chandirasekaran is discharged absolutely from Receivership. The ased not file any account./

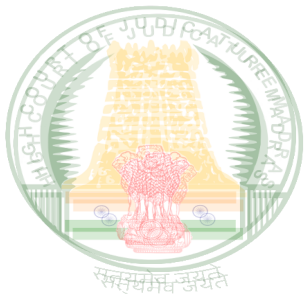
SCHEDULE " A "

PROPERTIES IN THE NAME OF OTHER:

1. Kalyana Mandapan, 43, Isvarane Damaradjaikoil St.
2. Hay Garden Kuritchikuppam.
3. 2, Duplex St.
4. 13, Perumal koil St.
5. Krishnaradjalu Memorial Club, Kuritchikuppam.
6. St. Francois St. Kuritchikuppam.
7. 1. St. Louis St.
8. 8, Cours Chabrol.
9. Kremises at Senghi Salai.

PROPERTIES OF THE ESTATE OF RETHINAVELU CHETTIAR & COURT PONDICHERRY (Dry lands)

location of property	Extent of	Kani	- Kushi	- Cent
1. Thangathittu	8	- 52	- I	
2. Ariankuppam	8	- 69	- I	
3. Kuritchikuppam	3	- 00	- 0	
4. Nallavadu	3	- 00	- 0	
5. Puthupathi (Ariankuppam)	1	- 50	- 0	
6. Korimodu	0	- 15	- 0	
7. Marungepakkam	9	- 50	- 0	
8. Villianoor	6	- 25	- 0	
9. Arumathapuram	4	- 04	- 0	
10. Porayur	1	- 75	- 0	
11. Vembadi	5	- 68	- 0	
12. Sunnambukalavai (Naduthaku)	0	- 80	- 0	
13. Sunnambukalavai (Ayanarkoil) ...	4	- 50	- 0	



WEB COPY



13 (29) C.S. 6
Thiruvaluvar Nagar 4 - 25 - 0
14. Sumambukalavai (Sarambakkam) 1 - 18 - 0

SCHEDULE " B "

LIST OF PROPORTION BELONGING TO SRI RETHINAVELU-
CHETTIAR AND CONSORTS PONDICHERRY.

Sl	Particulars	Nature	S. No. xxxxxx	Extent /
1.	No 60 & 61 Clive St.	Tiled building & ground	329	2884 Sq ft.
2.	7 d° d° T.S.	ICP	328	3197
3.	d° 6 Kondal Nicken St. d° T.S.	ICP	327	3569
4.	door No 57 Rops St. d°	ICP	138	2797
5.	door No 35 Rops St. d°	ICP	238	1738
6.	door No 36 d°	ICP	20	4973
7.	door No 8 d°	ICP	10	2439
8.	Vacant land Kondal Naiken St.	ICP	24	4359.

Before me:

Ad: N. Vimala
Advocate
Madras.
26-4-70

Sd. Badmini Andirasekarane

Sd. K. Anusum.

Sd. Sarvatharan.

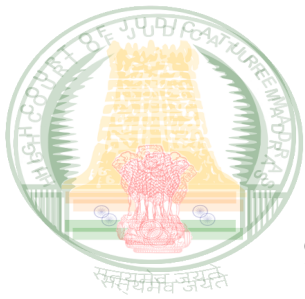
Sd. N. Ramanathan.

Sd. T.T. Srinivasan.



MAXIM A. LOBO

PRINCIPAL DISTRICT JUDGE.



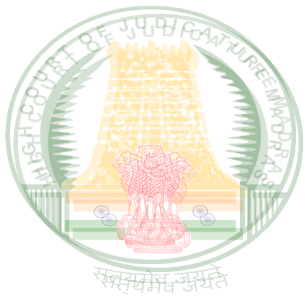
9. As per the compromise actually entered between the parties clause

(2) makes it clear that the first respondent/petitioner in Execution Petition was allotted 6/14 share of the market value of the properties in full quit of his claim to be allotted as follows:

(i) "B" schedule Cuddalore properties shall be allotted to Sarvothaman as per market value fixed by surveyor appointed by the court towards the value of 6/14th share.

(ii) For the balance, cash will be paid by Mrs.Padmini Chandrasekaran to Sarvathoman within one month of the date of the fixation of the value by the Court.

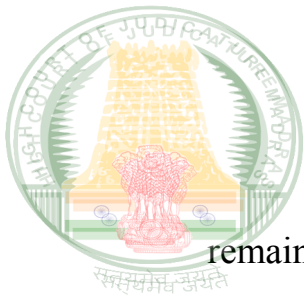
10. Similarly, clause 1 makes it clear that the market value of the properties in Pondicherry territory set out in schedule 'A' and Cuddalore Town set out in schedule "B" shall be determined by a competent valuer appointed by the Principal District Judge, Pondicherry. This value shall be final and cannot be disputed by any party. No objection by any party to the valuation shall be entertained. The properties set out in the schedule "A" do not comprise the properties belonging to Selvaradjaluchetty exclusively and they belong to Mrs.Padmini Chandrasekaran exclusively.



11. Clause 4 makes it clear that Mrs.Padmini Chandrasekaran is hereby declared to be the owner of all the "A" schedule properties absolutely. Clause 17 makes it clear that the parties ultimately agreed to the following proposal in lieu of valuation of the property by valuer. The parties to-day agreed that Sarvathaman will be paid Rs.7,00,000 by Mrs.Padmini Chandrasekaran and will in addition be given "B" schedule properties in full quit of his claim.

12. The above makes it clear that Rs.7 lakhs will be paid by Mrs.Padmini Chandrasekaran and in addition will be given B schedule properties in full quit of his claim. For the payment of Rs.7 lakhs, charge is also created over properties namely situated at No.6:20 North Beach Road, Madras and Selva Mansion, Pondicherry until the entire amount is paid in full. Further, it also indicate that if the amount of Rs.7 lakhs is not paid in time, they will carry interest at 6% per annum from the due date to the date of payment.

13. The body of the compromise memo clearly indicate that the "B" schedule properties relates to Cuddalore properties. Though in the schedule of compromise some 8 properties are shown within Pondicherry, the fact



remains that while passing the decree and judgment dated 29.04.1970, the

WEB COPY

learned Principal District Judge, Puducherry passed the following decree and

judgment: The scanned copies are placed below:

Compromise decree

26/71 7/11/71 22/10/71 325 11/6/70

IN THE COURT OF THE PRINCIPAL DISTRICT JUDGE
AT PONDICHERRY.

PRESENT : THIRU MAXIM A. LOBO B.A. B.L.
Principal District Judge
Wednesday the 29th day of April 1970.

O. S. 6/70 CG &c

BETWEEN:

1° JAYALAKSHMI AMMAL (deceased)
2° ANUSUYA AMMAL and PLAINTIFF
brought on record as per order
of Court dt. 2.12.69 vide
Memorandum filed by D 3 and I.A.
No 403/69

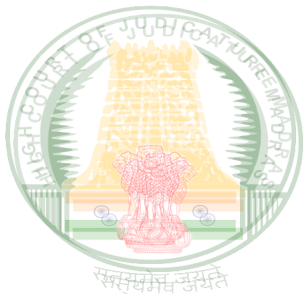
AND:

1° PADMINI CHANDRASEKARAN
2° SIVAGAMI AMMAL (dead No L.R.)
3° ANUSUYA AMMAL (Transposed as
plaintiff vide
above)
4° SOMASUNDARAM CHETTIAR (dead)
5° SARVOTHAMAN
6° E. T. SRINIVASAN Executor
under the will of Somasunda-
rachettiar and Kuppammal,
Intervening party.

PLAINTIFFS.

This is a suit for, declaration that the plaintiff is
the exclusive owner of the suit property and the real estate
left by Dhakshinamourty Chettiar last survivor of the joint
family which existed between the sons and heir of Chinnatamby
Chettiar or in the alternative in the event of rejection
or the said claim, to declare that the plaintiff is/entitled
to 1/5 of the undivided properties left by Dhakshinamourty
Chettiar under the terms of the will of 15.8.1955 executed by
Kuppammal widow of the said Dhakshinamourty Chettiar for cost.

As per exploit d'ajournement dt. 6.5.59 the plaintiff's
case is that the suit property originally belonged to the
joint family between the four sons of late Sinnatambychettiar
ie. Rattinaveluchettiar, Nandagobalouchettiar, Vijayarangachet



WEB COPY

- 2 -

326

tiar and Dhakshinamourtychettiar. The said Rattinaveluchettiar died leaving his wife the second defendant, and his son Dorairaj also died issueless Vijayarangachettiar died without issue. Nandagobalouchettiar died leaving Selvaradjalouchettiar. Krishnarajuluchettiar and the plaintiff. Selvaradjaluchettiar died without male issue. Krishnarajaluchettiar died as the last.

The plaintiff as the surviving heir of the joint family inherited all the properties and became the exclusive owner of the same. While so the 1st defendant as daughter of Selvaradjaluchettiar claimed ownership of the properties with out any right or capacity hence the suit.

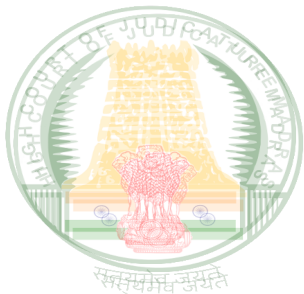
Date of ¹ajournement 6.5.59

Valde of claim Rs. 650.000 Court fee payable Rs. 9690/-

1/15 Suit filed in Assistance judiciaire.

2 Cause of Action arose at Pondicherry, in or about 1959.

This suit coming on this day for final disposal before me in the presence of Thiru Jagadesan Advocate Counsel for the 2nd plaintiff, Thiruvalargal N.C. Ravagachariar and T. Murugesan for the 1st defendant and Thiruvalargal Balusamy and R. Vaidyanathan, Advocates, Counsels for the 5th defendant and T.T. Srinivasan, 6th defendant, appearing in person (the 1st plaintiff 2nd and 4th defendants all the parties having died) having represented through their respective counsel that the above suit along with certain other proceedings in Madras High Court and Supreme Court of India have been compromised and the said parties have this day filed joint by a Memorandum of compromise signed by all parties



WEB COPY

- 3 -

and their counsels and all the parties also admitted that they have read and understood the terms of the compromise and pray that a decree in terms of the compromise may be passed and that the compromise be otherwise recorded, leaving such terms of the compromise so far as relating to proceedings in Madras High Court and Supreme Court and that as the terms of the compromise relating to the property which are subject matter of this suit alone could be set out in the decree, it is hereby decreed as follows.

321
1. It is hereby ordered and decreed that the properties described and set out in Schedule A this decree are declared to be the properties of the 1st defendant absolutely and that the receiver 1st defendant do take possession of the said properties in A Schedule in her own capacity and the 1st defendant receiver is hereby discharged.

2. That the properties standing in the name of late N. Selvaradjaluchettiar set out as items in plaint and schedule B. hereunder are also declared to be exclusive properties of the 1st defendant and the 1st defendant do take possession of the name in her own capacity and the receiver 1st defendant in respect of these properties also is hereby discharged.

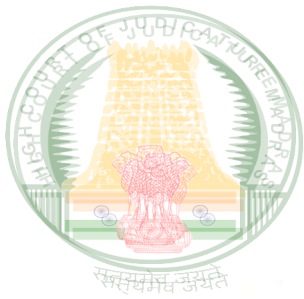
195
4
3. The 1st defendant do pay the 5th defendant 6/14 the shar of the A schedule properties fixed as 7 lakhs by consent of the parties in the Memorandum of compromise in this Court in the manner set forth below.

(a) Two lakhs within three weeks from this date and

(b) and the balance of 5 lakhs within 6 months from this date

(c) in default of payment of any of these two instalments the first defendant shall pay interest at 6% on the amount defaulted to be paid from the date of default till date of payment.

4. First defendant shall not alienate her property 6/20 North Beach Road Madras and Selva Mansions Pondicherry till the amount payable by her to the 5th defendant is paid in full.



WEB COPY



- 4 -

5. 1st defendant shall receive all payments deposited by her as receiver from the receiver's bank account, in Indian Bank, United commercial Bank, and Stat Bank of India, Pondicherry and appropriate herself.

6. The estate of Kuppammal and Somasundiram represented by T.T. Srinivasan executor shall have no manner of claim on the suit properties.

7. The 2nd plaintiff Anusya shall have no manner of claim in the suit properties and the first defendant do take all the movables in the A schedule properties.

8. Each party do bear his or her respective costs.
Given under my hand and the seal of the court this the 29th day of April 1970.



Maxim A. Lobo
MAXIM A. LOBO

PRINCIPAL DISTRICT JUDGE

No Memo of costs filed either by the 2nd plaintiff or by the defendants.

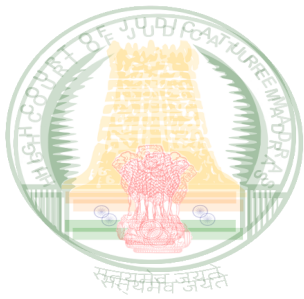
Maxim A. Lobo
MAXIM A. LOBO

PRINCIPAL DISTRICT JUDGE

SCHEDULE "A"

PROPERTIES IN THE NAME OF OTHERS:

1. Kalyana Mandapam, 43, Isvarane Darwaradjacoil St.
2. Hay Garden Kuritchykuppam.
3. 2. Dupleix St.
4. 13. Penumalkoil st.
5. Krishnaradjalu Memorial Club Kuritchykuppam.



WEB COPY



6. St. François St. Kuritchykuppam.

7. 1. St. Louis St.

8. 8, Cours Chabrol.

9. Kremises at Senshi salai.

PROPERTIES OF THE ESTAT OF RETHINAVELU CHETTIAR &
COURT PONDICHERRY (Dry Lands)

location of property	Exten of Kani	Kushi	Cents.
1. Thangathittu	8 - 52	-	I
2. Arianakuppam	8 - 69	-	I
3. Kuritchikuppam	3 - 00	-	0
4. Nallavedu	3 - 00	-	0
5. Ruthupathi (Arianakuppam)	1 - 50	-	0
6. Korimodu	0 - 15	-	0
7. Marungapakam	9 - 50	-	0
8. Villianoor	6 - 25	-	0
9. Arumathapuram	4 - 04	-	0
10. Porayur	1 - 75	-	0
11. Vembadi	5 - 68	-	0
12. Sunnambukalavai (Naduthaku) ..	0 - 80	-	0
13. Sunnambukalavai (Ayanarkoil).	4 - 50	-	0
Thiruvaluvar nagar	4 - 25	-	0
14. Sunnambukalavai (Sarembakkam)	1 - 18	-	0

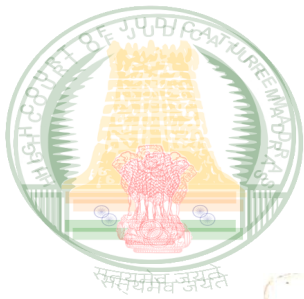
SCHEDULE B.

PROPERTIES IN THE NAME OF OTHERS.

1° la maison argamassée avec étage et un godon argamassée
N° 1er sise à Pondichéry, rue Ananda Rangapoullé, à l'est
de la rue de Saint Martin, à l'ouest de la rue Cours Chabrol
au sud du godon de Daressamy Fils, au nord de la rue Rangapo-
lé.

2° le bâtiment en zinc N° 1er sis à Pondicherry, rue
Ananda Rangapoullé à l'est et au nord de la dite rue, à
l'ouest de la maison de Messageries Maritimes, au sud de la
rue Saint Martin.

3° la maison argamassée avec étage N° 4, sise à Pondi-
chéry, Cours Chabrol, à l'est de la rue Saint Martin, à



WEB COPY



1° l'ouest de la rue Cours Chabrol, au sud de la maison de Clairon et au nord de la maison de Datchanamourtychettiar (succession)

4° la maison à étage N° 5 sise à Pondichéry, rue Saint Martin, à l'est et au sud de la Librairie d'Ashram, à l'ouest de la rue Saint Martin et au nord de la maison de Coné Gaebalé.

330. 5° la maison N° 6 sise à Pondichéry, rue Saint Martin, à l'est de la rue Saint Martin, à l'ouest de la rue Cours Chabrol, au sud de la maison N° 4 ci-haut parlée, et au nord du godon de Quressamy Fils.

6° Le Park Selvaradjalu N° 1er bis, sis à Pondichéry Cours Chabrol, à l'est de la rue Saint Martin, à l'ouest de la rue Cours Chabrol, au sud de la rue Law de Lauriston et au nord de la maison d'Ashram.

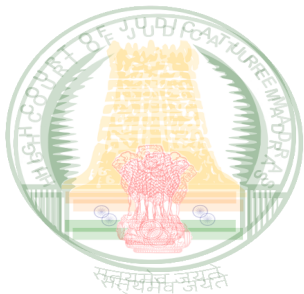
7° la maison à étage N° 3, sise à Pondichéry, Cours Chabrol, à l'est de la rue Saint Martin, à l'ouest de la rue Cours Chabrol, au sud et au nord des maisons d'Ashram.

8° la maison dite Bangalow vidou sise à Couroutchoukuppam commune de Pondichéry, (Krishna Vilas, à l'est de la rue de l'Eglise, à l'ouest de la rue de Pagode de Mouttounmariammane, au sud de la pagode Mouttounmariammane et au nord de la maison de Mangastamychettiar.

9° Six compartiments en tuiles Nos 53, 54, 55, 56, 57 et 58 sis audit lieu de Gouroussoucoupom, à l'est de la rue de l'Eglise, à l'ouest de la rue de Mouttounmariammanecovill au sud de la rue par où passe le char, au nord du canal.

10° le bâtiment comprend à six entrées, sis audit lieu de Gouroussoucoupom, à l'est de celle de la maison de Cannamalle à l'ouest du chemin conduisant à l'Eglise au sud de la maison de Pavadéchettiar au nord de l'étable de Datchanamourtychettiar.

✓ 11° le tope de cocotiers sis audit lieu de Gouroussoucoupom, à l'est de la route conduisant à la pagode



WEB COPY

- 7 -

Pappammalle, à l'ouest du mané de Agalammalle, au sud du jard: de Caruppoueramany, et au nord du mané de Sinnappin et etc.

175
12° Une parcelle de terre à menus grains N° 67, du cadastre, correspondant aux Nos 449, 451, 448/2 du paimache, située à Olandé commune de Pondichery, d'une étendue de neuf ares, cinquante centiares soit dix sept coujis douze seizièmes, taxée à 0 - 312 mms.

331
13° Celle de même nature N° 868 du cadastre correspondant au N° 5064 du paimache, située à Sarom, commune de Pondichery d'une étendue de trente ares, soixante dix centiares soit cinquante sept coujis six seizièmes, taxée à 3 - 022 mms.

14° Celle de même nature N° 868 bis du cadastre correspondant au N° 5070 du paimache, située audit lieu de Sarom, d'une étendue de dix ares, quarante centiares, soit dix neuf coujis sept seizièmes taxée à 1 - 024 mms.

15° Celle de même nature N° 878 du cadastre correspondant aux Nos 5162, 5163, 5165, 5167 du paimache, située audit lieu de Sarom, d'une étendue de vingt sept ares dix centiares soit cinquante coujis dix seizièmes taxée à 2 - 035 mms.

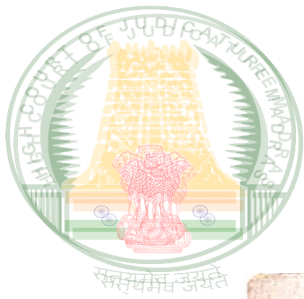
175
10
16° Celle de même nature N° 879 du cadastre correspondant aux Nos 5160, 5161, 5164, 5166 du paimache, située audit lieu de Sarom, d'une étendue de trente cinq ares, soit soixante coujis sept seizièmes, taxée 2 - 625 mms.

17° Celle de même nature N° 895 du cadastre correspondant aux Nos 5168, 5059, 5060, 5061, 5062 du paimache, situés audit lieu de Sarom d'une étendue de trente deux ares, quinze centiares soit soixante coujis deux seizièmes, taxée à 3 - 165 mms.

18° Celle de même nature N° 897 du cadastre correspondant aux Nos 861, 862 du paimache, située audit lieu de Sarom, d'une étendue de dix neuf ares, trente centiares soit trente six coujis un seizième taxée à 1 - 899 mms.

19° Celle de même nature N° 633 du cadastre correspondant au N° 820 du paimache, située audit lieu de Sarom, d'une étendue de cinq ares, quarante centiares, soit dix coujis un seizième, taxée à 0 - 278 mms.

20° Celle de même nature N° 936 du cadastre correspondant



WEB COPY

- 8 -

au N° 82I/2 du paimache, située audit lieu de Sarom, d'une étendue de treize ares, cinquante centiares, soit vingt cinq coujis quatre seizièmes, taxée à 1 - 013 mms.

332 21° Une parcelle de terre à nelly N° 69 I/6 du cadastre correspondant au N° 487, 488, 489, 490, 491, 492 du paimache, située à Tingatittou, commune de Modeliarpeth, d'une étendue de trois ares, trente centiares, soit six coujis trois seizièmes, taxée à 0 - 230 mms.

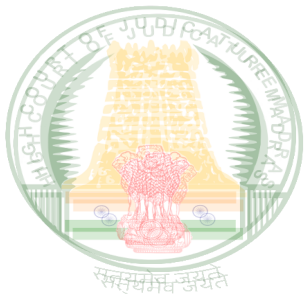
22° Celle de même nature N° 69 2/6 du cadastre correspondant au N° 487, 488, 489, 490, 491, 492 du paimache située audit lieu de Tingatittou, d'une étendue de vingt cinq ares, soit quarante six coujis onze seizièmes taxée à 2 - 578 mms.

23° Celle de même nature N° 69 3/6 du cadastre correspondant au N° 487, 488, 489, 490, 491, 492 du paimache, située audit lieu de Tingatittou, d'une étendue de cinquante ares, quatre vingt dix centiares, soit un cany, quatre coujis sept seizièmes, taxée à 5 - 765 mms.

24° Une parcelle de terre à menus grains N° 69 4/6 du cadastre correspondant au N° 487, 488, 489, 490, 491, 492 du paimache, située audit lieu de Tingatittou, d'une étendue de vingt trois ares, quatre vingt centiares, soit quarante quatre coujis huit seizièmes taxée à 2 - 345 mms.

12 25° Celle de même nature N° 70 I/4 du cadastre correspondant au N° 509, 511, 512, 513, 514, 515 du paimache, située audit lieu de Tingatittou, d'une étendue de soixante huit ares, cinquante centiares, soit un cany vingt huit coujis taxée à 6 - 743 mms.

26° Celle de même nature N° 70 2/4 du cadastre correspondant au N° 509, 511, 512, 513, 514, 515 du paimache, située audit lieu de Tingatittou, d'une étendue de trente ares, quatre vingt centiares



WEB COPY

- 9 -

soit cinquante sept coujis neuf seizièmes taxée à 3 - 032 mms.

27° Celle de même nature N° 70 3/4 du cadastre correspondant au N° 509, 511, 512, 513, 514, 515 du paimache, située audit lieu de Tingatittou, d'une étendue de trente sept ares, soit soixante neuf coujis deux seizièmes taxée à 3 - 642 mms.

28° Celle de même nature N° 70 4/4 du cadastre correspondant au N° 509, 511, 512, 513, 514, 515 du paimache, située audit lieu de Tingatittou, d'une étendue de quarante neuf ares, vingt centiares, soit quatre vingt treize coujis un seizième taxée à

1754 - 904 mms. /

29° Celle de même nature N° 70 bis du cadastre correspondant au N° 509, 511, 512, 513, 514, 515 du paimache, situé audit lieu de Tingatittou, d'une étendue de quarante ares, soixante centiares soit soixante quinze coujis, quatorze seizièmes, taxée à 3 - 999 mms.

30° Celle de même nature N° 50 5/5 du cadastre correspondant au N° 449, 450, 459 du paimache, située audit lieu de Tingatittou d'une étendue de dix huit ares, cinquante centiares, soit trente quatre coujis, neuf seizièmes, taxée à 1 - 821 mms.

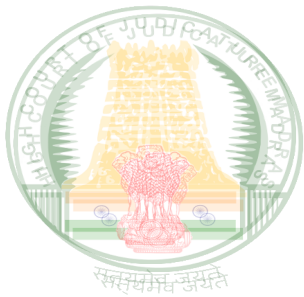
31° Celle de même nature N° 51 7/3 du cadastre correspondant au N° 497, 498, 500 du paimache, située audit lieu de Tingatittou d'une étendue de douze ares, quarante centiares, soit vingt trois coujis trois seizièmes taxée à 1 - 220 mms.

32° Celle de même nature N° 77 bis 4/4 du cadastre correspondant au N° 516, 517 du paimache, située audit lieu de Tingatittou d'une étendue de douze ares, quatre vingt centiares, soit vingt trois coujis quinze seizièmes taxée à 1 - 260 mms.

33° Celle de même nature N° 69 5/6 du cadastre correspondant au N° 487, 488, 489, 490, 491, 492 du paimache, située audit lieu de Tingatittou, d'une étendue de trente six ares, quatre vingt cinq centiares, soit soixante huit coujis quatorze seizièmes taxée à 3 - 627 mms.

34° Une parcelle de terre à nelly N° 731/1 du cadastre située à Mouroungapacom commune de Modeliarpeth, d'une étendue de quinze ares, taxée à 1 - 125 mms.

35° Une parcelle de terre à memis grains N° 731/2 du cadastre située audit lieu de Mouroungapacom d'une étendue de quarante six



WEB COPY



- 10 -

ares dix centiares taxée à 0 - 649 mms.

36° Celle de terre à nelly N° 732 du cadastre située audit lieu de Mouroungapacom d'une étendue de trente un ares, quatre vingt dix centiares, taxée à 2 Rs - 385 mms.

37° Celle de même nature N° 743 du cadastre située audit lieu de Mouroungapacom d'une étendue de treize ares, quarante centiares, taxée à 1-005 mms

38° Celle de même nature N° 778 du cadastre située audit lieu de Mouroungapacom d'une étendue de quatre vingt treize ares, vingt centiares, taxée à 7 - 035 mms.

39° Celle de même nature N° 779 du cadastre située audit lieu de Mouroungapacom d'une étendue de trois ares, quatre vingt centiares, taxée à ~~7 Rs xxx 0 35 mms~~ 0 - 295 mms.

40° Celle de même nature N° 781 du cadastre située audit lieu de Mouroungapacom d'une étendue de cinq ares, soixante centiares, taxée à 0-420 mms.

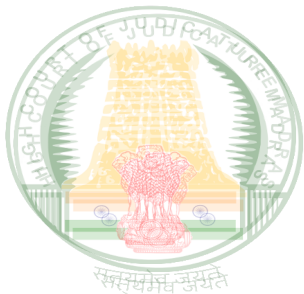
41° Une parcelle de terre à nelly N° 782 du cadastre située audit lieu de Mouroungapacom d'une étendue de un hectare soixante ares, dix centiares, taxée à 12 - 008 mms.

42° Celle de même nature N° 783 du cadastre située audit lieu de Mouroungapacom, d'une étendue de vingt cinq ares, dix centiares, taxée à 1 - 863 mms.

43° Celle de même nature N° 807 du cadastre située audit lieu de Mouroungapacom d'une étendue de quarante sept ares, quatre vingt centiares, taxée à 3 - 585 mms.

44° Celle de même nature N° 839 du cadastre située audit lieu de Mouroungapacom d'une étendue de quarante cinq ares, quarante centiares, taxée à 3 - 405 mms.

195 16 45° Celle de même nature N° 840 du cadastre



WEB COPY

- II -

située audit lieu de Mambungapacom, d'une étendue de quarant quatre ares, trente centiares, taxée à 3 - 323 mms.

46° Une parcelle de terre à vague N° 785 bis du cadastre correspondant au N° 1514 du paimache, située à l'avalacoupom commune d'Arianacoupom d'une étendue de un hectare, quatre vingt trois ares, soixante centiares, soit trois canys, quarant trois coujis deux seizièmes taxée à 3 - 443 mms.

47° Une parcelle de terre à nelly N° 265 I/2 du cadastre correspondant aux Nos 418, 419, 421, 422 du paimache, située à Odiampeth, commune de Villenour, d'une étendue de vingt quatr ares, cinquante centiares, soit quarante cinq coujis treize seizièmes taxée à 3 - 904 mms.

48° Celle de même nature N° 268 I/2 du cadastre correspon-
dant aux Nos 420, 426, 430 du paimache, située audit lieu d'Odi-
ampeth d'une étendue de dix neuf ares, cinquante centiares, soit
trente six coujis sept seizièmes taxée à 3 - 109 mms.

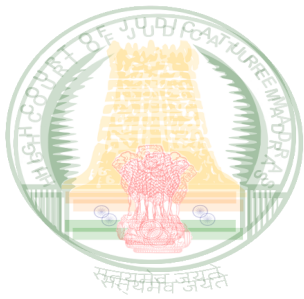
49° Celle de même nature N° 269 du cadastre correspondant
aux Nos 423, 424 du paimache, située audit lieu d'Odiampeth
d'une étendue de soixante ares, dix centiares, soit un cany,
douze coujis cinq seizièmes taxée à 9 - 578 mms.

50° Celle de même nature N° 270 du cadastre correspondant
au N° 427 du paimache, située audit lieu d'Odiampeth, d'une
étendue de dix sept ares, quatre vingt centiares, soit trente
trois coujis quatre seizièmes taxée à 2 - 657 mms.

51° Celle de même nature N° 271 I/3 parag. I/2 du cadastre
correspondant aux Nos 425, 426 du paimache, située audit lieu
d'Odiampeth, d'une étendue de six ares, quarante centiares, soi-
onze coujis quinze seizièmes taxée à 1 - 020 mms.

52° Celle de même nature N° 271 I/3 para. 3/2 parag. 2 du
cadastre correspondant aux Nos 425, 426 du paimache, située
audit lieu d'Odiampeth, d'une étendue de deux ares, quarante
cinq centiares, soit quatre coujis un seizième taxée à 0 - 390mm

53° Celle de même nature N° 271 2/3 parag. 2/2 a I/2 du
cadastre, correspondant au N° 216 du paimache, située audit
lieu d'Odiampeth, d'une étendue de cinq ares, quatre vingt cent
ares, soit dix coujis, treize seizièmes taxée à 0 - 924mms.



WEB COPY



- 12 -

175
14 54° Celle de même nature N° 271 3/3 parag. 2/2 a 1/2 du cadastre correspondant au N° 217 du paimache, située audit lieu d'Odiampeth, d'une étendue de trente deux ares trente centiares, soit soixante coujis six seizièmes, taxée à 5 - 148 mms.

55° Celle de même nature N° 336 3/3 parag. 1/2 du cadastre correspondant au N° 294 du paimache, située audit lieu d'Odiampeth, d'une étendue de trente ares, soixante cinq centiares, soit cinquante sept coujis quatre seizièmes taxée à 4 - 885 mms.

56° Celle de même nature N° 337 1/2 du cadastre correspondant au N° 429 du paimache, située audit lieu d'Odiampeth, d'une étendue de quatre vingt centiares soit un couji huit seizièmes taxée à 0-128 mms.

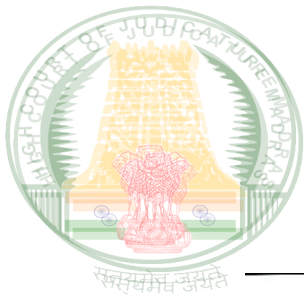
57° Celle de même nature N° 271 1/3 parag. 2/2 parag. 1 du cadastre correspondant au N° 425, 426 du paimache, située audit lieu d'Odiampeth, d'une étendue de deux ares, soixante quinze centiares, soit cinq coujis, trois seizièmes, taxée à 0 - 438 mms.

17
13 58° Celle de même nature N° 337 2/2 parag. 1/2 du cadastre correspondant au N° 429 du paimache, située audit lieu d'Odiampeth, d'une étendue de seize ares, cinquante cinq centiares soit trente coujis quinze seizièmes taxée à 2 - 637 mms.

59° Une parcelle de terre à nelly N° 570 du cadastre correspondant aux Nos 145, 147 du paimache, située à Villenour commune du même nom, d'une étendue de deux hectares, vingt six ares, trente centiares, soit quatre canys vingt deux coujis quinze seizièmes taxée à 36-066 mms.

60° Celle de même nature N° 563 du cadastre correspondant au N° 158 du paimache, située audit lieu de Villenour, d'une étendue de trente sept ares, soit soixante neuf coujis, deux seizièmes, taxée à 5 - 897 mms.

61° Celle de même nature N° 625 du cadastre correspondant au N° 136, 144 du paimache, située audit lieu de



WEB COPY

- 13 -

Villennour, d'une étendue de soixante six ares, soixante dix centiares, soit un cany vingt quatre coujis dix seizièmes taxée à 10 - 630 mms.

195
20 62° Une parcelle de terre à menus grains N° 627 du cadastre correspondant aux Nos 141, 142 du paimache, située audit lieu de Villennour, d'une étendue de deux ares, trente centiares, soit quatre coujis cinq seizièmes taxée à 0 - 075 mms.

33 63° Une parcelle de terre à nelly N° 34 bis 1/2 du cadastre correspondant aux Nos 181, 182, 183, 184 du paimache, située à Poréour, commune de Villennour d'une étendue de quatre vingt quatorze ares trente cinq centiares, soit un cany soixante seize coujis cinq seizièmes taxée à 15 - 036 mms.

64° Une parcelle de terre à nelly N° 178 du cadastre correspondant au N° 356 du paimache, située à Sarom commune d'Oulgarat d'une étendue de quarante cinq ares, cinquante centiares, soit quatre vingt cinq coujis taxée à 7 - 252 mms.

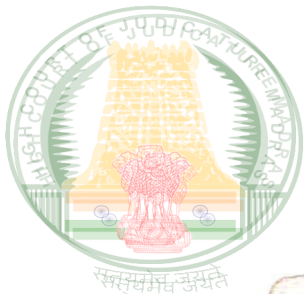
65° Celle de même nature N° 202 du cadastre correspondant aux Nos 122, 122/I du paimache située audit lieu de Sarom, d'une étendue de soixante dix centiares soit un couji cinq seizièmes, taxée à 0 - 092 mms.

195
21 66° Celle de même nature N° 203 du cadastre correspondant aux Nos 123, 123/I, 123 du paimache, située audit lieu de Sarom, d'une étendue de trois ares, dix centiares soit cinq coujis treize seizièmes taxée à 0 - 407 mms.

67° Celle de même nature N° 204 du cadastre correspondant aux Nos 161/I, 165 du paimache, située audit lieu de Sarom, d'une étendue de quarante huit ares, soit quatre vingt neuf coujis douze seizièmes taxée à 6 - 300 mms.

68° Celle de même nature N° 205 du cadastre correspondant aux Nos 160, 161 du paimache, située audit lieu de Sarom, d'une étendue de quarante quatre ares, quarante centiares, soit quatre vingt trois coujis un seizième taxée à 5 - 827 mms.

69° Celle de même nature N° 225 du cadastre correspondant aux Nos 160, 161 du paimache, située audit lieu de Sarom, d'une étendue de trente sept ares, quatre vingt centiares soit soixante dix coujis dix seizièmes taxée à 3 - 898 mms.



WEB COPY

- 14 -

70° Celle de même nature N° 226 du cadastre correspondant aux Nos 160/1, 160/2 du paimache, située audit lieu de Sarom, d'une étendue de quarante huit ares, vingt centiares, soit quatre vingt dix coujis un seizième, taxée à 6 - 326 mms.

195 71° Celle de même nature N° 227 du cadastre correspondant au N° 157 du paimache, située audit lieu de Sarom, d'une étendue de vingt cinq ares, quatre vingt centiares, soit quarante huit coujis trois seizièmes taxée à 3-386 mms. 338

72° Celle de même nature N° 220 du cadastre correspondant au N° 182 du paimache, située audit lieu de Sarom, d'une étendue de quarante six ares, quatre vingt dix centiares, soit quatre vingt sept coujis dix seizièmes, taxée à 4 - 838 mms.

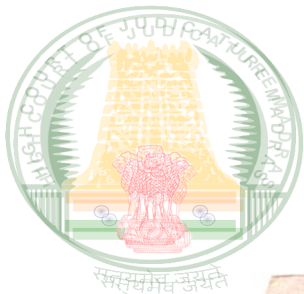
73° Celle de même nature N° 238 du cadastre correspondant au N° 133 du paimache, située audit lieu de Sarom, d'une étendue de vingt sept ares, dix centiares, soit cinquante coujis dix seizièmes taxée à 3 - 795 mms.

74° Celle de même nature N° 240 du cadastre correspondant aux Nos 37, 38, 40, du paimache, située audit lieu de Sarom, d'une étendue de cinquante quatre ares, soixante centiares, soit un cany deux coujis taxée à 5 - 630 mms.

195 75° Celle de même nature N° 267 du cadastre correspondant au N° 133 du paimache, située audit lieu de Sarom, d'une étendue de quatre ares, quarante centiares soit huit coujis quatre seizièmes taxée à 0 - 454 mms. 223

76° Celle de même nature N° 268 1/2 du cadastre correspondant au N° 166 du paimache, située audit lieu de Sarom, d'une étendue de vingt six ares, trente centiares, soit quarante neuf coujis deux seizièmes taxée à 3 - 452 mms.

77° Celle de même nature N° 268 2/2 du cadastre correspondant aux Nos 128/1, 129, 130, 130/1 du paimache, située audit lieu de Sarom, d'une étendue de un hectare, quatre vingt douze ares, soixante dix centiares, soit



WEB COPY

- 15 -

trois canys, soixante coujis deux seizièmes taxée à 25 - 292 mms.

78° Une parcelle de terre à menus grains N° 374 du cadastre correspondant au N° 642 du paimache, située audit lieu de Sarom d'une étendue de dix neuf ares, soixante centiares, soit trente six coujis dix seizièmes taxée à 2 - 181 mms.

79° Une parcelle de terre à nelly N° 1315 1/2 du cadastre correspondant au N° 799, 801, du paimache, située audit lieu de Sarom, d'une étendue de trente deux ares, quarante centiares, soit 175/24 soixante coujis neuf seizièmes taxée à 5 - 164 mms.

80° Une parcelle de terre à menus grains N° 1318 du cadastre correspondant au N° 802 du paimache, située audit lieu de Sarom, d'une étendue de douze ares, soixante dix centiares soit vingt trois coujis onze seizièmes, taxée à 0 - 953 mms.

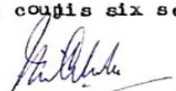
81° Celle de même nature N° 1318 bis du cadastre correspondant au N° 802 du paimache, située audit lieu de Sarom d'une étendue de douze ares, soixante dix centiares, soit vingt trois coujis onze seizièmes taxée à 0 - 953 mms.

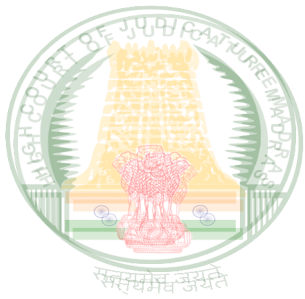
82° Celle de même nature N° 1319 du cadastre correspondant au N° 99 du paimache, située audit lieu de Sarom, d'une étendue de vingt ares, soixante centiares, soit trente huit coujis huit seizièmes taxée à 1 - 345 mms.

83° Celle de même nature N° 1320 du cadastre correspondant au N° 998 du paimache, située audit lieu de Sarom d'une étendue de six ares, dix centiares, soit onze coujis six seizièmes, taxée à 0 - 458 mms.

84° Une parcelle de terre à nelly N° 1321 du cadastre correspondant au N° 991, 992, 993, 994, 996, 1000, 1001, 1002 du paimache, située audit lieu de Sarom, d'une étendue de deux hectares six ares, vingt centiares, soit trois canys, quatre vingt cinq coujis six seizièmes, taxée à 32 - 863 mms.

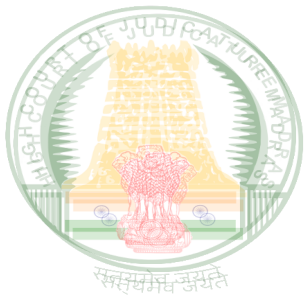
85° Celle de même nature N° 1362 du cadastre correspondant au N° 991, 993, 993, 994, 996, 1000, 1002 du paimache située audit lieu de Sarom, d'une étendue de soixante cinq ares, cinquante centiares, soit un cany vingt deux coujis six seizièmes, taxée à 10 - 439 mms.


MAXIM A. LOBO
PRINCIPAL DISTRICT JUDGE



14. On a careful perusal of the above decree and judgment, it would indicate that the decree has been passed only in respect of the properties situated in Puducherry, though the memorandum of compromise was filed relating to Cuddalore properties. The learned Principal District Judge, Pondicherry has passed the decree in respect of the properties which are the subject matter of the suit in O.S.No.6 of 1968, wherein, the suit has been decreed that the entire property set out in the "A" schedule are declared to be the properties of the first defendant absolutely and the receiver/first defendant do take possession of the "A" schedule of the properties in her own capacity and the first defendant receiver is hereby discharges.

15. Clause 2 makes it clear that properties standing in the name of late N.Selvaradjaluchettiar set out as items in plaint and Schedule B hereunder are also declared to be exclusive properties of the first defendant and the first defendant do take possession of the name in her own capacity and the receiver first defendant in respect of these properties also is hereby discharged.



16. It is relevant to note that though compromise relates to other properties at Cuddalore, decree has been passed in only in respect of Schedule B of the suit properties which has been clearly set out in the decree and judgment. In respect of payment of Rs.7 lakhs as agreed by the parties to the fifth defendant time limit is also given in the decree and in default, 6% interest is also given. Towards the said payment, a charge is also created over properties namely situated at No.6:20 North Beach Road, Madras and Selva Mansion, Pondicherry until the entire amount is paid in full. Therefore, the judgment and decree is passed only in respect of the plaint schedule property namely A & B schedule properties, based on the compromise decree, "B" schedule properties are allotted to the first defendant not to the fifth defendant.

17. It is relevant to note that the decree and judgment is passed only in respect of the Pondicherry properties based on the compromise. The said decree and judgment was never put in challenge by any of the party to the suit. The suit has reached finality. Further, it is also brought on record that to enforce the payment of Rs.7 lakhs as directed in the compromise decree, the first respondent has filed execution petition in EP.No.25 of 1974 on the file



of the Principal District Judge, Puducherry, however, the fate of said execution petition has not brought to the notice of the Court, but the fact remains that the first respondent has realised the amount as per the compromise decree which has been clearly recorded in the findings of the decree and judgment of this Court in C.S.No.149 of 1980 and T.O.S.No.28 of 1982.

18. It is relevant to note that the first respondent who claims to be a decree holder has already filed a suit in O.S.No.6082 of 2002 on the file of the XII Assistant Judge, City Civil Court at Chennai for permanent injunction restraining the defendant/revision petitioner from interfering with the peaceful possession and enjoyment of the suit property and also restraining in any manner in demolishing the suit schedule property. In the said decree and judgment, it is clearly recorded by the Trial Court that he has admitted in his evidence that he has already filed execution petition in EP.No.25 of 1974 to realise Rs.7 lakhs as per the compromise decree, however, he does not remember how much has been realised. The Trial Court has clearly held that therefore, it is to be construed that the entire amount of Rs.7 lakh was realised by the plaintiff by way of execution proceedings. The said suit was dismissed



vide decree and judgment dated 18.10.2005. As against the dismissal of the suit, appeal has been filed in A.S.No.12 of 2006 on the file of the Additional District & Sessions Judge, FTC-V, Chennai and the same was also dismissed vide decree and judgment dated 29.01.2007. The factum of the Trust created by Padmini Chandrasekaran on 11.11.1972 and execution of will dated 30.09.1975 is also clearly recorded and the same is not disputed.

19. It is also to be noted that the first respondent/fifth defendant in the suit in O.S.No.6 of 1968 has filed EP.No.25 of 1974 to realise the amount in the year 1974, thereafter, the suit came to be filed in C.S.No.149 of 1980 by the first respondent's son namely Vinod Babu. While instituting the suit, he was a minor represented by his next friend and mother Sathya as an indigent person. The suit has been filed to declare that the compromise entered on 29.04.1970 in O.S.No.6 of 1968 is not valid and binding on the share of the plaintiff in the suit property and further the plaintiff is entitled to 3/8th share and for the increased share to the suit property and mentioned in B and C schedule, partition and separate possession be handed over to the plaintiff. He also challenged the will executed by Padmini Chandrasekaran dated 30.09.1976 and the Trust Deed dated 11.09.1972 as invalid and not binding



on the plaintiff. The foremost contention of Vinod Babu was that Padmini Chandrasekaran had no right to execute a will or create a trust in respect of the plaintiff's share. It is relevant to note that in the said suit, the plaintiff therein sought declaration only in respect of the properties bearing Municipal No.1,2 & 3 and Old No.6/20 and present No.34, in North Beach Road, First Line Beach, Madras in the Sub Registration District of Madras-Chingelput measuring 2312 sq.ft., and houses and ground at No.41, 4th Main Road, Gandhi Nagar, Adyar, Madras – 20 land bearing S.No.146/5, Thiruvanmiyur Village, Madras and moveables, jewels contained in the inventory taken in OP.No.289 of 1980, business under the name and style of Selvaraju & Compnay in Madras and Vishakapatnam and Land Acquisition amount in deposit and the bank balance in the name of Padmini Chandrasekaran.

20. The entire suit in C.S.No.149 of 1980 filed by the son of the fifth defendant relates to two of the immovable properties namely Municipal No.1,2 & 3 and Old No.6/20 and present No.34, in North Beach Road, First Line Beach, Madras in the Sub Registration District of Madras-Chingelput measuring 2312 sq.ft., and houses and ground at No.41, 4th Main Road, Gandhi Nagar, Adyar, Madras–20 land bearing S.No.146/5, Thiruvanmiyur

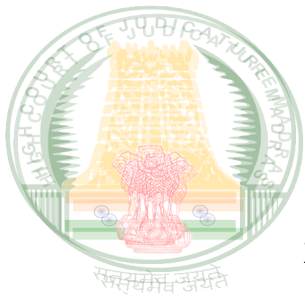


Village, Madras. The properties allotted in B Schedule to Padmini

Chandrasekharan in the final decree were never the subject matter of the suit.

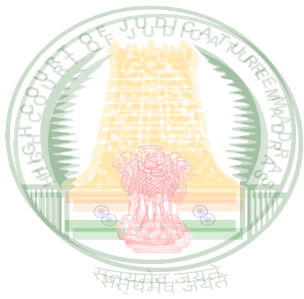
It is relevant to note that none of the properties which contained in 'B' schedule in the compromise decree namely the properties situated in Pondicherry were never the subject matter of the suit in C.S.No.149 of 1980, therefore, it goes without saying that the allotment of the Pondicherry properties to the first defendant/Padmini Chandrasekaran contained in 'B' schedule has reached finality between the parties. Though in a subsequent suit in C.S.No.149 of 1980, compromise decree was challenged, the said suit was tried along with T.O.S.No.28 of 1982 filed by the executor of the will of Padmini Chandrasekaran. In both the suits, issues were framed by the Court and in paragraph 52 of the common judgment dated 28.10.1995, this Court has held as follows:

"52. Once I hold that the plaintiff is not entitled to any right as member of a joint family, in so far as B Schedule item is concerned, naturally, he cannot impeach the compromise in O.S.No.6 of 1968 on the file of the District Court, Pondicherry. The second defendant is a signatory to the compromise and the plaintiff B Schedule item therein has been declared as belonging to the deceased first defendant. Once the plaintiff B Schedule is not a joint family property as contended, the plaintiff is not at all entitled to challenge the compromise."



21. It is relevant to note that the suit has been filed by the son of the first respondent and the first respondent herein was made as a second defendant in the suit in C.S.No.149 of 1980. In paragraph 60, it reads as follows:

"60. On a reading of the compromise, marked as Ex.D-4 in the suit, it cannot be said that it is not a compromise in that suit alone. It was a settlement of various litigations that were then pending between the parties. When we go through the terms of the compromise, we find that Padmini Chandrasekaran who filed a suit against the second defendant challenging his adoption, withdrew the same. By withdrawing that suit, the second defendant got his status as adopted son of Somasundaram unimpeached. If only his status was in doubt, the consequences would have been very different. The cause of action for filing O.S.6 of 1968 was a claim put forward by the deceased first defendant over the properties left by Kuppammal. Plaintiff in O.S.No.6 of 1968 also put forward a similar claim. Again an S.L.P. filed by the deceased Somasundaram and 2nd defendant in connection with O.S.No.329 of 1952 filed by the deceased first defendant was also pending before the Supreme Court. There was already an adverse decision against the second defendant herein. All these litigations were sought to be settled in O.S.No.6 of 1968 and all the members then living were also parties to the litigation. For settling O.S.No.6 of 1968, the consideration was the withdrawal of the suit filed by Padmini Chandrasekaran and release of the plaint B schedule property in this suit in favour of the first defendant. Likewise, there is also relinquishment of all claims by the present third defendant and also be persons claiming in the estate of Kuppammal and Somasundaram. So, when we read the entire compromise, the consideration for the same was settlement of all the litigations interlinked with one another. Therefore, even though the plaint B Schedule property was not the subject matter of O.S.No.6 of 1968, for the purpose of Order 23, Rule 3 CPC, the same



WEB COPY

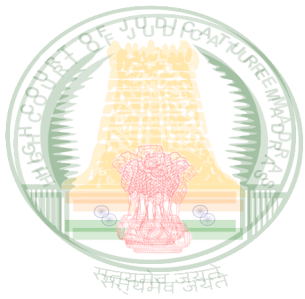


became a property relating to the suit. In view of the decisions, it is clear that properties even beyond the jurisdiction of the Court also could be brought in since the same forms part of the consideration of the agreement.

22. Similarly, in paragraph 77, the common judgment reads as follows:

" As per the compromise, late Padmini Chandrasekaran was bound to pay some amount to the second defendant. From the evidence of D.Ws.1 and 2, it is clear that some amount was realised by the second defendant by executing the decree. So, it is clear that the same was acted upon by the parties. It is also said by D.W.2 that before the compromise was entered into, there was discussion among the parties and counsel. It was only after such discussion, the compromise was entered into and signed by all the parties and their respective counsel. He also said that he was present in Court and he admitted the compromise. D.W.1 Mrs.J.S.Sathya is the next friend of the plaintiff. According to her, she had no direct knowledge about the compromise. From her evidence, nothing is brought out to impeach the same.

23. The above also makes it clear that the fifth defendant/Sarvothaman already realised the amount as per the compromise decree dated 29.04.1970 and he also filed EP.No25 of 1974 in this regard. By answering the issue against the plaintiff/Vinod Babu, the Court has recorded in issue No.6 that the suit is misconceived. The same has been filed at the instance of the defendant No.2 in the suit, making the plaintiff a tool to the litigation. The relevant portion reads as follows:



WEB COPY



"... The suit is misconceived. The same has been filed at the instance of the defendant No.2 in the suit, making the plaintiff a tool to the litigation. His wife has acted as next friend of the plaintiff and after the plaintiff attained majority, he has appeared in person. But, in spite of the same, he did not enter the box, and the next friend (mother) alone continued the litigation, by deposing as D.W.1. By filing this suit, the plaintiff wanted to reopen the earlier litigations. From 1952 onwards, there are so many litigations among the members and a quietus was given to all the litigations by the compromise entered into between the parties in O.S.No.6 of 1968, on the file of the District Court, Pondicherry which the plaintiff has now challenged by putting forward false and untenable claims. In view of the said conduct on the part of the plaintiff, I hold that he must be liable for costs.

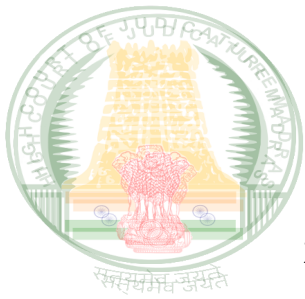
24. The above findings recorded by this Court clearly indicate that the suit filed by Vinod Babu/son of the fifth defendant is dismissed by entirety. It is also mentioned that the entire property allotted in B Schedule in compromise decree never the subject matter of the suit except two properties in Madras. Therefore, now, it cannot be contended that as far as the properties allotted under the compromise decree suits were pending and finally disposed in the year 2016 which alone gave cause of action for filing the present execution petition. Such contention in view of this Court cannot stand to the legal scrutiny. As far as the allotment effected in the compromise decree, when the compromise decree reached finality which become enforceable from the date of decree, therefore, any execution ought to have



been filed within a period of 12 years as per Article 136 of the Schedule to the Limitation Act, 1963.

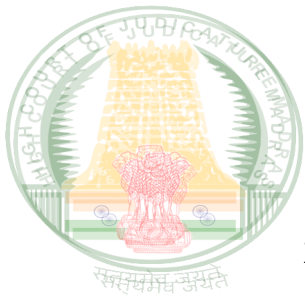
25. The suit in C.S.No.149 of 1980 was put to challenge in O.S.A.No. 299 of 1996 before a Division Bench of this Court, wherein, this Court vide judgment dated 20.03.2002 has held as follows:

"16. The plaintiff's plea in the alternative that the plaintiff should be given a share in the property even though the existence of a joint family has not been established, is not a pleas wich can be entertained as the entire plaint and the case set up by the plaintiff was solely on the basis that the joint family owned property and that the plaintiff as a coparcener therein is entitled to a share. No issue was raised regarding the title of the property. No attempt was made by the plaintiff to establish that he was the exclusive owner of the property to the exclusion of Padmini and otherse in whole or in part. That were not in issues. The attention of the parties was never focussed on the deed to establish the claim of the parties to the title to the property. It is evident that Sarvothaman was at all times fully aware of what he had done. Even in the plaint that was preferred by his son what is stated is that his father had by the compromise memo conveyed the property on North Beach Road to Padmini. Father and son were clear in their mind that the effect of the document was to perfect Padmini's right over the property. The father himself felt it difficult to question that compromise and had falsely set up his son to do so by raising plea that the son had a share in the property which the father could not deal with. We do not find any merit in the appeal. The appeal is dismissed.



26. The first respondent/fifth defendant in O.S.No.6 of 1968 has conveniently filed a writ petition in W.P.No.18593 of 2018 seeking a direction to the registering authority to register the compromise decree and the said writ petition was dismissed vide order dated 23.01.2019. On appeal, a Division Bench of this Court in W.A.No.336 of 2019 directed the registering authority to register the document. This Court is of the view that filing writ petition to register a decree of the Court beyond the period of four months as per Section 23 of the Limitation Act will not extend the period of limitation to enforce the decree which become enforceable on the date of decree itself. The first respondent has very conveniently filed a writ petition in the year 2018 as if there was a limitation to file an Execution Petition in the year 2021 to enforce the so-called decree of the year 1970.

27. It is relevant to note that the facts narrated above by this Court was never gone into by the Executing Court as well as this Court in CRP.(PD).No.2766 of 2024. It is unfortunate to note that that the Court which dealt with CRP.(PD).No.2766 of 2024 too had not adverted to the facts as narrated above in the revision as well as the review application in Rev.Appl.No.310 of 2024.



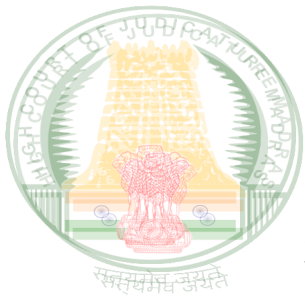
28. This Court in CRP.(PD).No.2766 of 2024, in paragraph 13 of the

WEB COPY

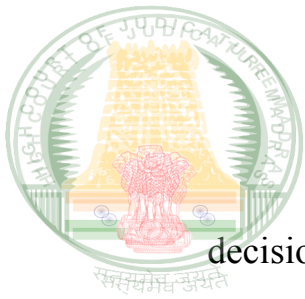
order dated 09.08.2024 has recorded as follows:

" ... Padmini Chandrasekar was not only happy with the allotment of A-schedule in her favour, but, she also did not have any objection in allotment of the B-schedule in favour of the first respondent. When the testator herself did not stake a claim over the B-schedule mentioned property, I find it truly surprising that an entity created by the testator should plead that it has a right over the B-schedule."

29. These facts are contrary to the facts. When the very suit filed by the first respondent's son is relating to two immovable properties situated at Chennai not relating to the 85 item allotted in B Schedule in the compromise decree. In review application, this Court further gone to the extent that in execution notice was served to late R.K.Krishnamoorthy, senior advocate, however he failed to appear. It is relevant to note that even before the Review Court, when matter was argued, the death of late R.Krishnamoorthy dated 18.10.2022 was brought to the notice of this Court and all the parties were also aware of the death, even thereafter, none has been impleaded to represent the estate left by the deceased first defendant Padmini Chandrasekaran in execution petition, whereas, execution proceeded further and delivery has been effected. Thus, it is nothing but clear case of abuse of process of law in view of this Court.



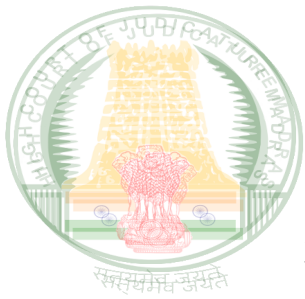
30. Executing Court as well as this Court, with great respect, proceeded on the premise that B Schedule in the compromise decree is allotted to the first respondent herein, which is in fact contrary to the very facts as narrated above. If the Executing Court has adverted to the correct facts, this confusion would not have been occurred. Every lis has to be decided on the facts and circumstances of the particular case which is the cardinal principle of civil law and therefore, it is fundamental that to decide any issue, the facts and law has to be taken note of. From the orders of the Trial Court, it appears that only in order to dismiss the application, certain principles set out for the particular provisions of law has been relied upon. It appears that only for the purpose of non suiting the applications filed in this regard, the learned Trial Judge's own view has been reinforced, that cannot be permitted in the eye of law. When any deviation without adverting to the facts in controversy and judgment passed merely on the basis of settled position in respect of provisions of law namely guidelines for maintaining an application under Section 47 of CPC, this Court is of the view that such decisions contrary to the facts will not operate as res judicata. In this regard, the Hon'ble Supreme Court of India in the case of *Canara Bank vs. N.G.Subbaraya Shetty* reported in (2018) 16 SCC 228 has held that erroneous



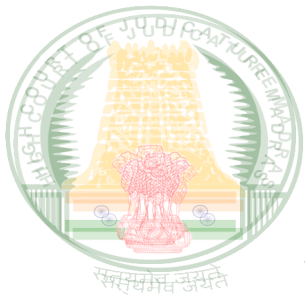
decisions on questions of law will not operate as res judicata.

WEB COPY

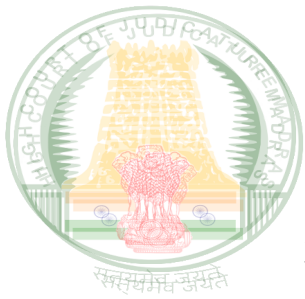
31. It is not disputed by the first respondent at any point of time that there was no trust deed or will executed by Padmini Chandrasekaran. The validity of the will has been upheld by this Court, therefore, when the Trust has become the absolute owner of the property, a trustee or somebody in charge of the trust has to necessarily take care of the interest of the Trust property. When the property of the Trust is involved, it is the duty of the Court to show utmost care since the Court is exercising *parens patriae* jurisdiction as the guardian of the trust property. The Trial Court/Execution Court ought to have more vigilant and cautious in the matter particularly, execution petition has been filed after fifty years of decree and judgment. However, Executing Court adopted very casual approach in numbering petitioners and while deciding earlier application filed under Section 47 of CPC. In fact, the Executing Court just gone into the maintainability of Section 47 application and dismissed the same in mechanical manner. The Judicial Officer who dealt the matter has abdicated his responsibility as Judicial Officer.



32. It is also brought to the notice of this Court by the learned senior counsel for the revision petitioner that Mr.R.Krishnamoorthy, senior advocate, immediately after the receipt of notice in the suit in C.S.No.149 of 1980, he has addressed a letter intimating that he has already resigned from the office of the trustee on 09.01.1999 and requested the present trustee to take care of the pending proceedings. Though it is not germane for consideration, but the fact remains that even date of death of Mr.R.Krishnamoorthy was brought to the notice of this Court and others. Very conveniently no other Trustee or person has been impleaded in lieu of Mr.R.Krishnamoorthy to represent the trust properties, the Executing Court has simply allowed the execution petition and ordered delivery. As already indicated, the Executing Court ought not to have entertained the execution petitioner after the lapse of 51 years citing pendency of the suit in C.S.No.149 of 1980, O.S.A.No.299 of 1996, C.S.No.504 of 1998 and O.S.A.No.230 of 2007. The suit in C.S.No.149 of 1980 relates to two of the immovable properties at Chennai not in respect of the B schedule property in the compromise decree allotted to Padmini Chandrasekaran.



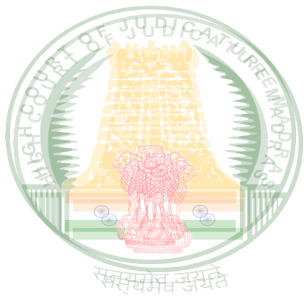
33. Further, it is also relevant to note that the Pondicherry properties were never allotted to the first respondent/fifth defendant in a compromise decree and he never challenged the said allotment, therefore, this Court is unable to comprehend as to how he could maintain the execution petition to enforce the decree in respect of the properties which were never allotted to him. The entire schedule of the execution petition would indicate that there are 85 items of the properties which are B schedule properties in the compromise decree. As per the compromise decree dated 29.04.1970, the entire B schedule properties were allotted to Padmini Chandrasekaran not to the first respondent/fifth defendant, therefore, filing the execution petition to enforce the decree in respect of the property not allotted to the party, that too, after 51 years of the decree in view of this Court is nothing but calculated attempt to usurp the properties of the Trust created by the first defendant/Padmini Chandrasekaran. Filing the execution petition after 51 years of the decree, misleading the Courts and concealing the real facts in view of this Court is nothing but clear case of fraud by the first respondent in order to grab the properties in respect of which trust has been created already.



34. The miscarriage of justice has occasioned in this case ignoring the original decree a person in whose favour no decree is passed has taken undue advantage to usurp the property. Further, a person by misleading the Courts obtained erroneous order now has sought to take delivery of valuable properties in Puducherry, this Court being a Constitutional Court cannot shut its eye merely on the ground that earlier revision petition and review has been dismissed. As already discussed, the revision court has not adverted to the facts of the case. Therefore, any decision which rendered in favour of the parties beyond the facts, such order cannot be taken advantage by the parties who have no semblance of right over the property. In this regard, it is worthwhile to refer to the judgment of this Court in the case of *Ranipet Municipality rep by its Commissioner and another vs. M.Shamsheerkhan*, reported in 1998 (1) CTC 66 wherein, it is held as follow:

" 9. It is this conduct of the respondent that is attacked by the petitioner as abuse of process of Court. What is 'abuse of the process of the Court'? Of course, for the term 'abuse of the process of the Court' the Code of Civil Procedure has not given any definition. A party to a litigation is said to be guilty of abuse of process of the Court, in any of the following cases:-

- (1) Gaining an unfair advantage by the use of a rule of procedure.*
- (2) Contempt of the authority of the Court by a party or stranger.*
- (3) Fraud or collusion in Court proceedings as between parties.*
- (4) Retention of a benefit wrongly received.*



WEB COPY

- (5) *Resorting to and encouraging multiplicity of proceedings.*
 - (6) *Circumventing of the law by indirect means.*
 - (7) *Presence of witness during examination of previous witness.*
 - (8) *Institution vexatious, obstructive or dilatory actions.*
 - (9) *Introduction of Scandalous or objectionable matter in proceedings.*
 - (10) *Executing a decree manifestly at variance with its purpose and intent.*
 - (11) *Institution of a suit by a puppet plaintiff.*
 - (12) *Institution of a suit in the name of the firm by one partner against the majority opinion of other partners etc.*
- (See The Code of Civil Procedure - A.I.R. Commentary to Section 151, C.P.C.) The above are only some of the instances, where a party may be said to be guilty of committing abuse of the process of Court."*

35. Therefore, when there was no decree in favour of the party and the party taking advantage of the long delay and tried to enforce the decree which is not in his favour in view of this Court has to be construed as abuse of process of law.

36. It is relevant to note that some of the properties which were the subject matter of Will Padmini Chandrasekar was dealt with by the 1st defendant namely Sarvothaman/first respondent through his power agent, the 2nd defendant in C.S.No.504 of 1998. The suit in C.S.No.504 of 1998 was filed by the revision petitioner Trust. Though the sale deed executed by the power agent of the 1st defendant, namely the 2nd defendant, in favour of the



defendants 3 to 6 sought to be avoided as void, after full trial, the said suit has been decreed moulding the relief. On appeal, the same was also confirmed. Challenging the same, S.L.P.(C) No.827 of 2017 was filed by the defendants 3 to 6 in C.S.No.504 of 1998. The Apex Court vide judgment dated 25.03.2025 had dismissed the appeal with cost of Rs.1,00,000/-.

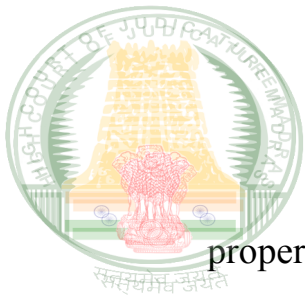
37. These facts would clearly indicate that some how or other the execution petitioner has bent upon usurping the properties of the trust created by Padmini Chandrasekaran in the name of revision petitioner Trust. All these facts clearly indicate that suppressing many facts, execution petition has been filed.

38. Though in the earlier round, this Court has dismissed the revision and review as against the same was also dismissed. The review merges with the original order. Admittedly, Special Leave Petition has been filed as against the earlier revision in CRP.(PD).No.2766 of 2024 before the Hon'ble Apex Court in SLP(C).D.No.53853 of 2024, wherein, the Hon'ble Apex Court has permitted the petitioner to raise objection in execution petition in EP.No.300 of 2021. While granting such liberty, the Hon'ble Supreme Court



has directed the Executing Court to decide the matter on its own merits independent of the order dated 04.06.2024 passed by the Principal District Judge at Pondicherry and the impugned order dated 09.08.2024 passed by the High Court. Such view of the matter, the contention of the learned senior counsel for the first respondent that the earlier order operate as res judicata will not hold water. As narrated above, at the risk of repetition, this Court is the view that when any deviation without adverting to the facts in controversy and merely judgment is passed on the basis of settled position in respect of provisions of law namely guidelines for maintaining an application under Section 47 of CPC, such decisions contrary to the facts will not operate as res judicata.

39. Therefore, filing execution petition in view of this Court is nothing but clear case of abuse of process of law and the execution petition is liable to be struck off and the order passed overruling the objections is liable to be set aside. Thus, the order dated 12.03.2025 passed in E.A.No.17 of 2025 in EPNo.300 of 2021 in O.S.No.6 of 1968 on the file of the Principal District Judge, Puducherry and the E.P.No.300 of 2021 in O.S.No.6 of 1968 is also set aside. It is submitted that pending the proceedings, with respect to many



properties, delivery orders have been effected to the first respondent. Such view of the matter, there shall be a direction to the Executing Court to restore the properties immediately to its original position. Such order for restitution shall be passed immediately without any further delay within a period of two months from the date of receipt of a copy of this Order.

40. In view of the above, these revisions stand allowed. No costs. Consequently, connected miscellaneous petitions stand closed.

03.07.2025

dhk

Internet : Yes/No

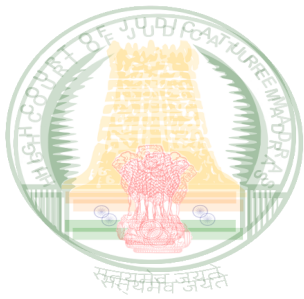
Index : Yes/No

Neutral Citation : Yes/No

To

1. The Principal District Judge
The Principal District Court, Puducherry

2. The Section Officer
VR Section, Madras High Court



WEB COPY



56

N.SATHISH KUMAR, J.

dhk

C.R.P.Nos.1429 & 2493 of 2025
and C.M.P.Nos.8428 & 14303 of 2025

03.07.2025