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C.S.No.177 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated: 24.10.2025

Coram:

THE HONOURABLE MR.JUSTICE P.DHANABAL

C.S.No.177 of 2025

and

A.Nos.4687 and 4415 of 2025 and O.A.No.774 of 2025

1. Neelam R.Brahmbatt
Represented by her Power of Attorney Holder
Darshan Prafulchandra Khakhar
2. Devendrabhai B.Brahmbhatt
Represented by her Power of Attorney Holder
Darshan Prafulchandra Khakhar
3. Darshan Prafulchandra Khakhar
4. Kunal Mohanlal Patel,
Represented by his Power of Attorney Holder
Darshan Prafulchandra Khakhar
5. Harshada Brahmbhatt
Represented by her Power of Attorney Holder
Darshan Prafulchandra Khakhar

.. Plaintiffs

Vs.

1. Prathap.B
2. D.Harish
3. Nandini Harish
4. Srikanth Balachandran

.. Defendants

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Civil Suit (plaint) filed under Order VII Rule 1 of the Code of Civil Procedure, read with Order IV Rule 1 of the Madras High Court Original Side Rules, praying to pass judgment and decree:

(i) Declaring that the release deed executed by the first defendant in favour of the fourth defendant, dated 02.02.2023 registered as Document No.397 of 2023 on the file of the Sub-Registrar, Adyar, in respect of the property, more-fully described in Schedule "A" as null and void;

(ii) Declaring that the sale deed executed by the first defendant in favour of the third and fourth defendants bearing Document No.463 of 2023, dated 12.01.2023 on the file of the Sub-Registrar, Adyar, Chennai, in respect of the property, more-fully described in Schedule "B" as null and void;

(iii) Declaring that the plaintiffs are entitled to a charge over the suit properties, more-fully set out in Schedule "A" and "B" to the extent necessary to satisfy the sums which are payable by the first defendant under the decree dated 18.01.2024 passed against him in C.S.No.251 of 2022;

(iv) Restraining the defendants, their men, agents, servants and subordinates by a decree of perpetual injunction from alienating or creating any further encumbrance or otherwise dealing with the suit schedule properties, more-fully described in Schedule "A" and "B" and

(v) to award the costs of the suit.

For plaintiff : M/s.Anukriti Anand for M/s.Sharath Chandran

For defendants: Mr.Dwarkesh Prabhakaran for D1

Mr.K.S.Navin Balaji for D2 and D3

Mr.S.R.Raghunathan for D4



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JUDGMENT

Today, the third plaintiff, representing for himself and on behalf of the other plaintiffs, through Power of Attorney Holder, as well as the first defendant, are present. They have filed Joint Memorandum of Compromise, dated 24.10.2025, signed by themselves and their respective counsel.

2. As per the Joint Memorandum of Compromise, the matter has been amicably settled between the parties.

3. The first defendant has paid a total amount of Rs.2,50,00,000/- (Rupees two crores and fifty lakhs only) through Demand Draft No.985712, dated 24.10.2025, drawn on State Bank of India, Valmiki Nagar Branch, in favour of the third plaintiff towards full and final settlement and satisfaction of all the plaintiffs' claims and demands against all defendants in the present suit.

4. Learned counsel appearing for D.2 is also present and he has no objection for recording settlement.

5. Learned counsel for the fourth defendant is also present and has no objection to record the compromise. The matter has been amicably settled between the parties, this Court also perused the Joint Compromise Memo and the plaintiffs have admitted that they have received the amount from the first defendant through the Demand Draft for Rs.2,50,00,000/-. Since the matter has



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been amicably settled between the parties, this Court records the Joint Memorandum of compromise, which shall form part of the decree.

6. In view of the above said compromise, the suit shall stand disposed of in terms of the compromise. The interim order, if any, passed in the suit, shall stand vacated and the connected applications are closed. There shall be no order as to costs.

7. Registry is directed to refund the Court fees as per the Rules in force. The plaintiffs have no objection for refund of the Court fees to the plaintiffs' counsel.

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