



C.S.No.486 of 2014
and Tr.C.S.No.306 of 2016

WEB COPY

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: **25.08.2025**

CORAM

THE HONOURABLE MR.JUSTICE C.V.KARTHIKEYAN

C.S.No.486 of 2014
and Tr.C.S.No.306 of 2016

C.S.No.486 of 2014:-

1. G.Subramanian,
S/o.Late P.Gavaran
2. Dr.T.Sriram Thanigai,
S/o.Dr.Thanigai Dhavamani
3. Dr.Sumitha Sriram,
W/o.Dr.T.Sriram Thanigam

... Plaintiffs

Vs.

- 1.Martin(deceased)
2. Sathiamullar
3. Anandaraj(deceased)
4. Emmiammal
5. Dinakaran
6. N.Subramanian
7. R.Balasubramanian
8. N.Pandian
9. Sasikala
10. M.Roopavathi
11. Princy Arularasi Anandraj
12. Minor Abana

Page 1 of 13



C.S.No.486 of 2014
and Tr.C.S.No.306 of 2016

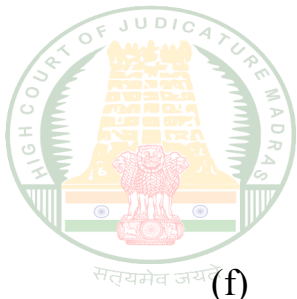
13. Minor Abina
14. Minor Abidiel Prabu

... Defendants

(Defendants 9 to 14 are brought on records as legal heirs of the deceased defendants 1 and 3 as per order dated 07.01.2022.)

PRAYER: Civil Suit filed under Order IV Rule 1 of the Original Side, 1994 read with Order VII Rule 1 of Code of Civil Procedure, 1908, seeking as follows:-

- (a) to declare the decree and judgment dated 21.11.2002 made in O.S.No.6925 of 1995 passed by the Hon'ble VII Assistant City Civil Court, Madras as null and void;
- (b) to declare that the first plaintiff is the absolute owner of the property described as Item No.VI in the Schedule 'B' to the plaint;
- (c) to declare that the second plaintiff is the absolute owner of the property described as Item Nos.IV and V in the schedule 'B' to the plaint;
- (d) to declare that the third plaintiff is the absolute owner of the property described as Item Nos. I to III in the schedule 'B' to the plaint;
- (e) for permanent injunction restraining the defendants 1 to 5 herein, their men, agents, servants, person of persons acting through or under them, or for and on their behalf, from in any manner, whatsoever, interfering with the plaintiffs' peaceful possession, enjoyment, occupation, use of the respective property morefully described as Item No.I to VI in the Schedule 'B' to the plaint'



C.S.No.486 of 2014
and Tr.C.S.No.306 of 2016

WEB COPY

- (f) for the costs of the suit; and
(g) pass such further or other orders as this Court may deem fit and proper in the facts and circumstances of the case and thus render justice.

For Plaintiffs : Mr.T.Gnana Banu
For Mr.K.T.Devendran

For Defendants : M/s.Paul & Paul (D1 to D5, D7, D9 to D12)

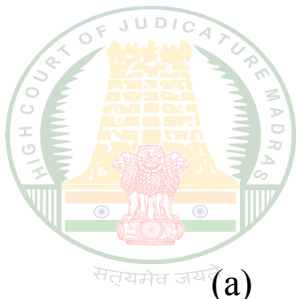
Tr.C.S.No.306 of 2016

1. T.Sriram Thanigai,
S/o.Thanigai Dhavamani
2. Sumitha Sriram,
W/o.T.Sriram Thanigam ... Plaintiffs

Vs.

- 1.Martin(deceased)
2. Sathia muller
3. Anandaraj(deceased)
4. Emmiammal
5. Dinakaran
6. Sasikala
7. M.Roopavathi
8. Princy Arularasi Anandraj
9. Minor Abana
10. Minor Abina
11. Minor Abidiel Prabu Defendants

PRAYER: Transfer Civil Suit filed under Order VII Rule 1 of Code of Civil Procedure, 1908, seeking as follows:-



C.S.No.486 of 2014
and Tr.C.S.No.306 of 2016

WEB COPY

- (a) For permanent injunction restraining the defendants or their men, agents, servants, subordinates or any other person claiming through them from interfering with the peaceful possession and enjoyment of the plaintiffs in the schedule property;
- (b) Mandatory injunction directing the defendants to remove the hut put by them in the schedule property;
- (c) Permanent injunction restraining the defendants or their men, agents, servants, subordinates or any other person claiming through them from entering upon the schedule property or leveling and altering the nature of the schedule property.
- (d) Cost of the suit
- (e) And pass such further or other orders as this Hon'ble Court may deem fit and proper in the circumstances of the case and thus render justice.

For Plaintiffs : Mr.T.Gnanabanu

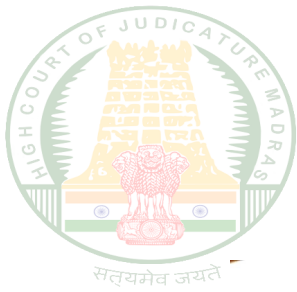
For Mr.K.T.Devendran

For Defendants : M/s.Paul & Paul

COMMON JUDGMENT

In Tr. C.S. No.306 of 2016, a memo has been filed by the learned counsel for the plaintiffs, which has also been signed by the plaintiffs.

The memo is as follows:-



C.S.No.486 of 2014
and Tr.C.S.No.306 of 2016

WEB COPY

IN THE HIGH COURT OF JUDICATURE AT MADRAS
(Ordinary Original Civil Jurisdiction)

Tr.C.S. No. 306 of 2016

T.Sriram Thanigai
And another

:: Plaintiffs

Vs

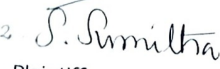
Martin (died)
Sathiamullar and others.

:: Defendants.

MEMO FILED BY THE PLAINTIFFS.

The plaintiffs have filed the above suit for permanent injunction in respect of the suit property. Pending suit the plaintiffs and defendants had come forward for amicable settlement out of court.

In view of settlement of dispute, the plaintiffs withdrawing the suit in Tr.C.S.No. 306 of 2016 and the Memo is filed to that effect.
Dated at Chennai on this the 25th day of August, 2025.

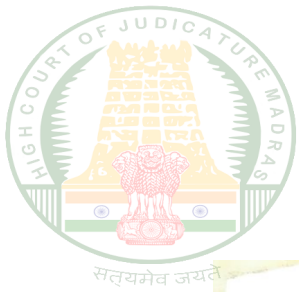
1. 
2. 
Plaintiffs.


Counsel for Plaintiffs

”

2. Simultaneously, the defendants 2, 4 to 6 and also 8 to 11 has also filed a memo giving the details of the earlier payment and that they have paid the entire amount of Rs.2 crores to the plaintiffs. The memo is as follows:-

“



C.S.No.486 of 2014
and Tr.C.S.No.306 of 2016

WEB COPY

9. Minor Abana
D/o. Anandaraj

10. Minor Abina
D/o. Anandaraj

11. Minor Abidiel Prabu
S/o. Anandaraj
(Minor defendants 9 to 11 are
Rep. by their mother and natural
Guardian Princy Arularasi Anandaraj)

The defendants 6 to 11 are residing at
No.5/22, New No.35,
Gangaiamman Kovil Street,
Sai Flats, Virugambakkam,
Chennai 600 092.
(Defendants 6 to 11 are impleaded as per
Order in Appl. No. 43 of 2021
Dated 07.01.2022)

...Defendants

MEMO FILED ON BEHALF OF THE DEFENDANTS 2, 4 TO 6, 8 TO 11

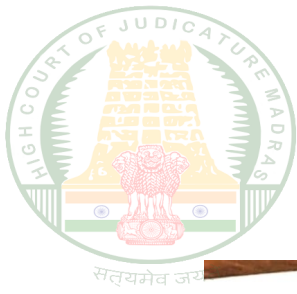
The Counsel for the defendants 2, 4 to 6, 8 to 11 submits as follows:-

1. After filing of the affidavit by the 2nd defendant on 16.06.2025 before this Hon'ble Court in the above suit on his behalf and also on behalf of the other defendants 2, 4 to 6, 8 to 11. The defendants had paid a total sum of Rs. 1,00,00,000/- (Rupees One Crores only) as follows:-

i) A sum of Rs.10,00,000/- (Rupees Ten lakhs only) paid on 11.08.2025 vide RTGS – CNRBR52025081163110522, Canara Bank, Karaikudi branch.

ii) A sum of Rs.2,00,000/- (Rupees Two lakhs only) paid on 13.08.2025 vide drawn on Cheque No.000036, Bank of Baroda, Virugambakkam branch.

iii) A sum of Rs.10,00,000/- (Rupees Ten lakhs only) paid on 16.08.2025 vide NEFT – Ref. ID. 1468630735, Bank of Baroda, Virugambakkam branch.



C.S.No.486 of 2014
and Tr.C.S.No.306 of 2016

WEB COPY

- iv) A sum of Rs.9,00,000/- (Rupees Nine Lakhs Only) paid on 18.08.2025 vide NEFT – Ref. ID. 1468748271, Bank of Baroda, Virugambakkam branch
- v) A sum of Rs.9,00,000/- (Rupees Nine lakhs only) paid on 19.08.2025 vide NEFT – Ref. ID. 1468916171, Bank of Baroda, Virugambakkam branch
- vi) A sum of Rs.3,00,000/- (Rupees Three lakhs only) paid on 19.08.2025 vide RTGS, HDFC Bank, Karaikudi Branch.
- vii) A sum of Rs.9,00,000/- (Rupees Nine Lakhs Only) paid on 20.08.2025 vide NEFT – Ref. ID.1469064934, Bank of Baroda, Virugambakkam branch.
- viii) A sum of Rs.8,00,000/- (Rupees Eight lakhs only) paid on 21.08.2025 vide NEFT – Ref. ID. 1469240789, Bank of Baroda, Virugambakkam branch.
- ix) A sum of Rs.5,00,000/- (Rupees Five lakhs only) paid on 21.08.2025 vide RTGS – UBINR22025082101667175, Union Bank of India, Virugambakkam branch.
- x) A sum of Rs.3,00,000/- (Rupees Three lakhs only) paid on 21.08.2025 vide NEFT – Ref. ID. 1469289759, Bank of Baroda, Virugambakkam branch
- xi) A sum of Rs.9,00,000/- (Rupees Nine lakhs only) paid on 22.08.2025 vide RTGS – SBINR52025082296624975, State Bank of India, Jai Nagar Branch.
- xii) A sum of Rs.9,00,000/- (Rupees Nine lakhs only) paid on 22.08.2025 vide RTGS – CIUBH25234404917, City Union Bank, Chinmaya Nagar Branch.
- xiii) A sum of Rs.7,00,000/- (Rupees Seven lakhs only) paid on 22.08.2025 vide RTGS – SBINR52025082296271839, State Bank of India, Parithiipattu Branch.



C.S.No.486 of 2014
and Tr.C.S.No.306 of 2016

WEB COPY

xiv) A sum of Rs.7,00,000/- (Rupees Seven lakhs only) paid on 22.08.2025
vide NEFT – Ref. ID. 1469415686, Bank of Baroda, Virugambakkam branch.

2. The defendants 2, 4 to 6, 8 to 11 had paid the entire settlement amount of
sum of Rs. 2,00,00,000/- (Rupees Two Crores only)

This may be taken on record.

Dated at Chennai on this 25th day of August 2025.

T. Jayalaxmi

Counsel for Defendants 2, 4 to 6, 8 to 11

Both the memos are recorded.

3.The learned counsel for the plaintiffs also made the following
endorsement in the Court bundle:-

*permit me to withdraw
the CS. 306 /2016*

*T. Anand Kumar
25/8/2025
counsel for plaintiff*



C.S.No.486 of 2014
and Tr.C.S.No.306 of 2016

WEB COPY

4. In view of the same, the suit stands dismissed as settled out of Court. The plaintiffs are entitled to refund of Court-fees in accordance with the rules. No costs.

5. In C.S. No. 486 of 2014, the learned counsel for the plaintiffs has filed the following memo:-

“

IN THE HIGH COURT OF JUDICATURE AT MADRAS
(Ordinary Original Civil Jurisdiction)

C.S. No. 486 of 2014

G.Subramanian
And others.

:: Plaintiffs

Vs

Martin (died)
Sathiamullar and others.

:: Defendants.

MEMO FILED BY THE PLAINTIFFS.

The plaintiffs have filed the above suit for declaration and permanent injunction in respect of the suit property. Pending suit the plaintiffs and defendants had come forward for amicable settlement out of court and accordingly as per the settlement the defendants are to agree to pay Rs. 2 Crores. Accordingly the plaintiffs had received entire amount of Rs. 2 Crores as on date. Thus the dispute between the parties is settled and the plaintiffs are withdrawing the suit as settled out of court.

The plaintiff had paid a sum of Rs. 2,77,735/- as court fee in the above suit. As the suit claim has been settled out of court. The suit may dismissed as settled out of court and entire court fee of Rs. 2,77,735/- may be returned in the name of counsel and the Memo is filed to that effect. Dated at Chennai on this the 15th day of August, 2025.

1. *G. Subramanian*
2. *[Signature]*
3. *S. Sumithra*
Plaintiffs.

T. Anandaraman
Counsel for Plaintiffs

”



C.S.No.486 of 2014
and Tr.C.S.No.306 of 2016

WEB COPY

6. The defendants has filed the following memo:-

MEMO FILED ON BEHALF OF THE DEFENDANTS 2, 4 TO 9, 11 TO 14

The Counsel for the defendants 2, 4 to 9, 11 to 14 submits as follows:-

1. After filing of the affidavit of undertaking by the 2nd defendant on 16.06.2025 before this Hon'ble Court in the above suit on his behalf and also on behalf of the other defendants 2, 4 to 9, 11 to 14. The defendants 2, 4 to 9, 11 to 14 had paid a total sum of Rs. 1,00,00,000/- (Rupees One Crores only) as follows:-

i) A sum of Rs.10,00,000/- (Rupees Ten lakhs only) paid on 11.08.2025 vide RTGS – CNRBR52025081163110522, Canara Bank, Karaikudi branch.

ii) A sum of Rs.2,00,000/- (Rupees Two lakhs only) paid on 13.08.2025 vide drawn on Cheque No.000036, Bank of Baroda, Virugambakkam branch.

iii) A sum of Rs.10,00,000/- (Rupees Ten lakhs only) paid on 16.08.2025 vide NEFT – Ref. ID. 1468630735, Bank of Baroda, Virugambakkam branch.

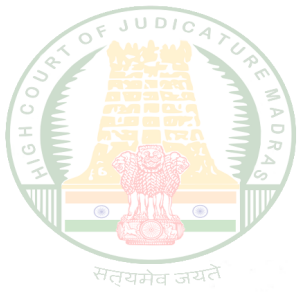
iv) A sum of Rs.9,00,000/- (Rupees Nine Lakhs Only) paid on 18.08.2025 vide NEFT – Ref. ID. 1468748271, Bank of Baroda, Virugambakkam branch

v) A sum of Rs.9,00,000/- (Rupees Nine lakhs only) paid on 19.08.2025 vide NEFT – Ref. ID. 1468916171, Bank of Baroda, Virugambakkam branch

vi) A sum of Rs.3,00,000/- (Rupees Three lakhs only) paid on 19.08.2025 vide RTGS, HDFC Bank, Karaikudi Branch.

vii) A sum of Rs.9,00,000/- (Rupees Nine Lakhs Only) paid on 20.08.2025 vide NEFT – Ref. ID.1469064934, Bank of Baroda, Virugambakkam branch.

viii) A sum of Rs.8,00,000/- (Rupees Eight lakhs only) paid on 21.08.2025 vide NEFT – Ref. ID. 1469240789, Bank of Baroda, Virugambakkam branch.



C.S.No.486 of 2014
and Tr.C.S.No.306 of 2016

WEB COPY

ix) A sum of Rs.5,00,000/- (Rupees Five lakhs only) paid on 21.08.2025 vide RTGS – UBINR22025082101667175, Union Bank of India, Virugambakkam branch.

x) A sum of Rs.3,00,000/- (Rupees Three lakhs only) paid on 21.08.2025 vide NEFT – Ref. ID. 1469289759, Bank of Baroda, Virugambakkam branch

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xiii) A sum of Rs.7,00,000/- (Rupees Seven lakhs only) paid on 22.08.2025 vide RTGS – SBINR52025082296271839, State Bank of India, Parithipattu Branch.

xiv) A sum of Rs.7,00,000/- (Rupees Seven lakhs only) paid on 22.08.2025 vide NEFT – Ref. ID. 1469415686, Bank of Baroda, Virugambakkam branch.

2. The defendants 2, 4 to 9, 11 to 14 had paid the entire settlement amount of sum of Rs.2,00,00,000/- (Rupees Two Crores only)

This may be taken on record.

Dated at Chennai on this 25th day of August 2025.

T. Jayalalitha
Counsel for Defendants 2, 4 to 9, 11 to 14

”

7. The learned counsel for the plaintiffs also made the following endorsement in the Court bundle:-



C.S.No.486 of 2014
and Tr.C.S.No.306 of 2016

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Permit to me to withdraw
CS-486/2014

T. Anand Kumar
25/8/2025
Counsel for Plaintiff

8. In view of the same, the suit is dismissed as withdrawn. The plaintiffs are entitled to refund of Court-fees in accordance with the rules. No costs.

25.08.2025

Index : Yes/No
Speaking / Non-speaking order
Neutral Citation : Yes/No

Maya



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C.S.No.486 of 2014
and Tr.C.S.No.306 of 2016

C.V.KARTHIKEYAN,J.

Maya

C.S.No.486 of 2014
and Tr.C.S.No.306 of 2016

Dated : 25.08.2025