



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 07-10-2025

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THE HON'BLE DR.JUSTICE R.N.MANJULA

A No. 4604 of 2025 in

C.S.No.980 of 2007

M/s.Lavanya And Co.,
Proprietorship Firm, Rep. By Lavanya Narayanan,
Having Office At No.245/6, R.K.Mutt Road,
Mylapore, Chennai-600004.

..Applicant(s) / 4th
defendant

Vs

1. M/s.Aruna Theatres Enterprises Pvt Ltd
Rep.by its managing Directors, Having its Regd Office at No.9, Davidson
Street, Chennai 600 001 and Having its Corporate Office at No.3 Pillar
Road, Ashok Nagar, Chennai 600 083.

... First respondent / Plaintiff

2. Karur Vysya Bank Limited
Rep. By Its Deputy General Manager, Divisional Office, K.V.B.Towers,
(1st Floor), 568, Anna Salai, Teynampet, Chennai-18

3. S.Paramasivam Pillai (Deceased)
S/o.Sri Sankara Narayana Pillai, 51, 5th Main Road, Natesan Nagar,
Virgambakkam, Chennai-92.

4. M/s.Ashoka Associates
Partnership Firm Rep. By Its Partner, Mr.V.Manthiram, Having Off. At
No.9, Davidson Street, Chennai-600001.

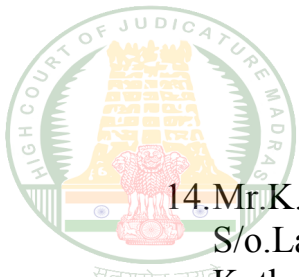
5. M/s.Pyramid Saimira Theatre Ltd



Rep. By Its Director, No.672, 2nd Floor, Temple Towers, Anna Salai,
Nandanam, Chennai-600035.

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6. The Honble Receiver
Justice K.Swamidurai
(retired), Receiver Of Ms. Aruna Theatres And Enterprises Pvt. Ltd.,
No.3, Pillar Road, Ashok Nagar, Chennai-600 083
7. M/s. Annai Mookambikai Flour Mills Pvt. Ltd
Rep. By Its Director, Mr.Muthuvel, No.9, Davidson Street, Chennai-1.
8. M.Kalyanasundaram
Lessee Of Udayam Kalyana Mandapam, No.3, Pillaiyar Rd., Ashok
Nagar, Ch-83
9. Mr.S.Balasubramaniam
16a/20, Rajarathnam Street, Kilpauk, Chennai-10
- 10.Muthulakshmi
W/o. M.Kuthalingam, Polt No.1 (3/8) Pasupathy Nagar, Kothari Nagar
Annexe, Ramapuram, Ch-89.
- 11.Mrs.Indira
W/o.P.Somasundraam, No.10a/9c Karpagammal Nagar 2nd St,
Ramapuram, Ch-89
- 12.Mr.K.Vadivel Murugan
S/o.Late S.Karuppasamy Pillai, Old No.34, New No.16,
Marimalaiyadikal Street, Rsak Garden Main Road, Arumbakkam, Ch-
106.
- 13.Mr.K.Muthukrishnan
Plot No.9 D.No.15/7, Vivekanandar Street, Karpagavinayagar Koil
Colony, Madura Alappakkam, Porur, Ch-116.



14. Mr.K.Muthuselvakumar

S/o.Late S.Karuppasamy Pillai, Plot No.1, (3/8), Pasupathy Nagar,
Kothari Nagar Annexe, Ramapuram, Chennai-89

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... Respondents / defendants

PRAYER : To set aside *exparte* judgement and decree dated 07/06/2024 passed in C.S.No.980 of 2007.

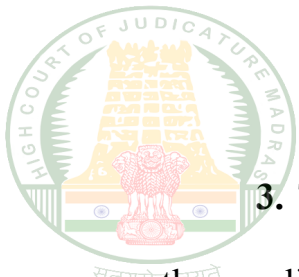
For Applicant(s): Mr.R. SAGADEVAN

For Respondent(s): Mr. C.UMASHANKAR

ORDER

This Application has been filed by the fourth defendant to set aside *exparte* judgment and decree dated 07/06/2024 passed in C.S.No.980 of 2007.

2. The suit in C.S.No.980 of 2007 has been filed by the plaintiff against the defendants for claiming the relief of declaration and permanent injunction. So far as the fourth defendant is concerned, the plaintiff had sought the relief of declaration to declare that the alleged lease deed dated 09.10.2007 executed by the third defendant in favour of the fourth defendant is illegal, non-est in the eye of law and will not bind the plaintiff.



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3. The learned counsel for the applicant / 4th defendant submitted that the applicant is the only contesting defendant in the suit. All the other defendants have entered into compromise with the plaintiff and they did not show any interest in conducting the suit. He has further submitted that the suit relief as against the other defendants is also interconnected with other suit in C.S.No.937 of 2007 and hence, the *ex parte* decree as against the fourth defendant should be set aside.

3.1. It is further submitted that on 07.06.2024 when the matter came up, the counsel for the applicant has produced the copy of the interim stay order granted by the Hon'ble Supreme Court dated 17.05.2024. But without considering the same, the *ex parte* decree has been passed. In the order of the Division Bench dated 31.10.2008 made in OSA.Nos.44 to 47 of 2008 and 101 to 110 and 188 of 2008, a direction has been given to the second defendant to compensate the loss suffered by the plaintiff as a result of his actions. In this regard, the second defendant is liable to pay Rs.3,38,00,000/- to the plaintiff. In OSA.No.344 of 2017, it is held that a sum of Rs.68,00,000/- was due to be payable to the applicant Company under the mortgage deed dated 09.10.2007. Subsequent to the contempt proceedings initiated by the applicant, the said amount has been settled and the original title deeds of the plaintiff's Company



has also been handed over to the interim administrator. There are also proceedings pending before the Supreme Court and hence, the *exparte* judgment and decree dated 07.06.2024 passed in C.S.No.980 of 2007 should be set aside.

4. The learned counsel for the first respondent / plaintiff submitted that the applicant is trying to rack up the settled litigation by filing this application and just with an intention to harass the first respondent / plaintiff. In many of the orders cited by the applicant, the applicant was also a party and he was well aware of the suit proceedings. The applications filed by the plaintiff in the suits in C.S.No.980 of 2007 and C.S.No.937 of 2007 have been allowed on 04.01.2008 and against which, appeals have been preferred. The appeals were also heard and disposed on 31.10.2008.

4.1. An order has been passed on 04.01.2008 by appointing a Former Judge of this Court as an Administrator / Receiver to collect the income from the theatres and a sum of Rs.25,00,000/- have been paid to the applicant by the Receiver. While making the last payment, the Receiver had requested the applicant to come and discuss with him to crystallize final figure to be paid to him. As the applicant did not agree for the discussion, a memo has been filed before this Court to fix an amount to be paid finally.



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4.2. This Court by its order dated 24.10.2017 determined the amount to be paid to the applicant and that was also accepted by the applicant. One of the parties had challenged the same by way of preferring an appeal in OSA.No.344 of 2017 and the same got dismissed subsequently. As per the direction given by the Court, the applicant had executed a cancellation of the mortgage deed and returned the original title deeds of the plaintiff, consequent to the contempt proceedings initiated against him. Without any rhyme or reason, this application has been filed by the applicant with the written statement with delay of 17 years just to drag the suit unnecessarily.

5. As per the contention of the learned counsel for the first respondent / plaintiff, the suit filed by him in C.S.No.980 of 2007 revolves around four deeds namely two Assignment Deeds, one Mortgage Deed and one Lease Deed. The validity of those documents have been challenged by the plaintiff. One of the share holder of the plaintiff Company has filed C.S.No.937 of 2007 by claiming similar reliefs. During the pendency of the suit, several applications have been filed by the parties in C.S.No.937 of 2007 as under:

<i>S.No.</i>	<i>Appln.No.</i>	<i>Suit No.</i>	<i>Prayer</i>
1.	A.No.1241of 2007	C.S.No.980 of 2007	Interim Injunction restraining the respondents / defendants 1



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<i>S.No.</i>	<i>Appln.No.</i>	<i>Suit No.</i>	<i>Prayer</i>
			to 5 their men, agents, servants & anyone claiming under them or acting on their behalf from in any way disturb the peaceful possession and enjoyment of the property owned by the plaintiff namely the Udayam Theatre Complex, No.3, Pillar Road, Ashok Nagar, Chennai - 600 083 either by virtue of the lease deed dated 09.10.2007 or by any other document whatsoever pending disposal of the above suit.
2	A.No.1242 of 2007	C.S.No.980 of 2007	To pass an order of interim injunction restraining the defendants 1 to 5, their men, agents, servants and anyone claiming under them or acting on their behalf from in any way interfere with the peaceful possession and enjoyment of the theatre complex namely Udayam, Mini Udayam, Chandran, Suriyan and Udayam Kalyana Mandapam pending disposal of the above suit.
3	A.No.1169 of 2007	C.S.No.937 of 2007	To declare the assignment deed dated 09.10.2007



<i>S.No.</i>	<i>Appln.No.</i>	<i>Suit No.</i>	<i>Prayer</i>
			between M/s.Karur Vysya Bank and Mr.S.Paramasivam Pillai as null and void.
4	A.No.1170 of 2007	C.S.No.937 of 2007	To declare the assignment deed dated 09.10.2007 between Mr.S.Paramasivam Pillai and M/s.Ashoka Associates as null and void.
5	A.No.1171 of 2007	C.S.No.937 of 2007	To declare the Mortgage Deed dated 09.10.2007 between M/s.Ashoka Associates and M/s.Lavanya & Co. as null and void.
6	A.No.1172 of 2007	C.S.No.937 of 2007	To declare Lease Deed dated 09.10.2007 between M/s.Ashoka Associates and M/s.Pyramid Saimira Theatrs Ltd., as null and void.

6. A final order has been passed on 04.01.2008 by allowing those applications. Several Original Side Appeals challenging the above order have also been disposed on 31.10.2008 with various directions. The Former Judge of the High Court has also been appointed as Receiver in order to get income from the Theatres of the first respondent / plaintiff Company and make payments towards loan amount of the applicant. Accordingly, the Receiver has been making several payments. When the final payment due to the applicant needs to be determined, the Receiver of the Court has filed a memo before the Court to



fix the balance amount to be paid to the applicant. Accordingly, an order has been passed on 24.10.2017 and accordingly, payments have also been made to the applicant.

7. The applicant himself has stated in his affidavit that he initiated contempt proceedings to recover the said amount and after receipt of the same, the original deeds of the plaintiff Company was handed over by this applicant to the Interim Administrator. The applicant has stated that the liability of this applicant has been settled and consequentially, he cancelled the mortgage and handed over the title deeds to the Administrator. So from that itself the suit relief sought by the plaintiff against the applicant / fourth defendant will become infructuous. In fact, that is the reason why the applicant / fourth defendant had not shown any interest in filing the written statement in the suit and remained *exparte*.

8. Now, in view of the other pending proceedings before the Hon'ble Supreme Court, it appears that this applicant is also trying to gain a mileage by filing this application. The efforts of the applicant / fourth defendant appears to be nothing, but reviving of the settled dispute. I do not find any other reason to set aside the *exparte* decree. As the applicant / fourth defendant himself has

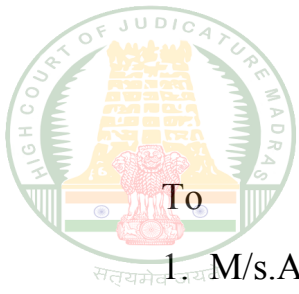


admitted about the cancellation of the mortgage deed and the handing over of title deeds of the property to the Administrator, I find absolutely no merits in the contention made by the applicant / fourth defendant that he has still got interest in this suit which has been disposed already.

9. In view of the above stated reasons, this Application is dismissed. No costs.

07-10-2025

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



To

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Rep.by its managing Directors, Having its Regd
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and Having its Corporate Office at No.3 Pillar
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2. Karur Vysya Bank Limited
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8. M.Kalyanasundaram

Lessee Of Udayam Kalyana Mandapam, No.3,
Pillaiyar Rd., Ashok Nagar, Ch-83

9. Mr.S.Balasubramaniam

16a/20, Rajarathnam Street, Kilpauk, Chennai-
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DR.R.N.MANJULA, J.

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C.S.No.980 of 2007

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