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IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated: 17.10.2025

Coram:

THE HONOURABLE MR.JUSTICE P.DHANABAL

C.S.No.566 of 2019
and
Appln.No.7200 of 2019

M.Dilip Kumar,
Represented by his Power of Attorney and Father,
Mr.M.Misrilal .. Plaintiff

Vs.

1. K.Mohanasundaram
2. J.John Prince
3. J.Bala
4. A.Sathish Kumar
5. P.T.Parthasarathy (deceased)
6. P.T.Nandhagopala
7. P.T.Ranganayagi
8. P.T.Vedhavalli
9. P.T.Edunandhan
10. R.Vasudevan

(Defendants 6 to 9 are already on record
and recorded as legal heirs of the
deceased fifth defendant as per
Order dated 08.09.2025 in A.No.4461 of 2025)

.. Defendants

Plaint (suit) filed under Order IV Rule 1 of the Original Side Rules of the Madras High Court, read with Order VII Rule 1 of the Code of Civil Procedure,

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praying to pass judgment and decree as follows:

(a) directing the defendants jointly and severally to pay to the plaintiff for the sum of Rs.2,38,00,000/- together with interest @ 12% per annum on Rs.1,75,00,000/- from the date of plaint till the date of realisation;

(b) directing the defendants jointly and severally to pay to the plaintiff for the sum of Rs.12,00,000/- as damages; and

(c) directing the defendants to pay the costs of the suit.

For plaintiff : Mr.S.Ramajayam

For defendants: D1 to D4 and D10 - set ex-parte on 17.03.2021

M/s.T.Arivarasan for D5 to D9

JUDGMENT

This suit is filed to direct the defendants jointly and severally to pay to the plaintiff a sum of Rs.2,38,00,000/- together with interest @ 12% per annum on Rs.1,75,00,000/- from the date of plaint till the date of realisation; to direct the defendants to jointly and severally pay to the plaintiff a sum of Rs.12,00,000/- as damages; and to direct the defendants to pay the costs of the suit.

2. Brief averments of the plaint, are as follows:

(a) The plaintiff is a Software Engineer and working in Dubai since 2012. He appointed his father Mr.M.Misirilal as his Power Agent through Power of

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Attorney, dated 31.01.2019. The plaintiff's father is running an electrical hardware retail shop at Perungudi and he is also a Builder (Proprietor of K.K.Constructions) through the business relationship. The first defendant has canvassed the plaintiff and his father during the month of June and July 2016 that he had 3 house plots in Ram Nagar at Madipakkam. Originally, Plot Nos.1471, 1473 and 1475 ad-measuring 14,400 Sq.Ft. (4800 Sq.Ft. each plot), were purchased by Mr.Thirumala Parthasarathy from K.B.Gobinathan. The said Mr.Thirumala Parthasarathy had sold the three plots to one Mr.Johnson, vide sale deed, dated 27.07.1965. The said Johnson died intestate on 01.04.2010, leaving behind defendants 2 and 3 as his legal heirs. The third defendant released her share in favour of the second defendant through release deed dated 24.02.2016. Therefore, the second defendant alone is the absolute owner of the said three plots. The second defendant appointed the first defendant as his Power Agent to sell Plot Nos.1471 and 1473, vide Deed of Power of Attorney, dated 24.02.2016. The first defendant represented that the properties are free from all encumbrances. Believing the words of the first defendant and the documents shown by him, the plaintiff accepted to buy plot No.1473 for Rs.1,60,00,000/-, and he paid sale consideration as under:

(i) Rs.1,13,25,000/- by way of Demand Draft, dated 15.07.2016;

(ii) Rs.25,35,000/- by way of Demand Draft, dated 15.07.2016,

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(iii) Rs.1,40,000/- towards Tax Deducted at Source (i.e. TDS) and (iv) Rs.20,00,000/- by way of cash to the defendants 2 and 3. The sale deed was executed on 15.07.2016 in respect of the suit property.

(b) While so, on 24.01.2019, a Policeman from the office of the Inspector of Police, Central Crime Branch Wing-II, Vepery, Chennai, called the plaintiff's father and informed that defendants 4 to 9 claiming to be the owners of the property, have registered a case in Crime No.88 of 2017. The first defendant is one of the accused in that case, and the first defendant filed anticipatory bail petition in Crl.O.P.No.16717 of 2018 before this Court. He had undertaken to deposit the amount to the credit of Cr.No.88 of 2017 on the file of the Judicial Magistrate, Alandur, Chennai, but thereafter, he had not deposited the same.

(c) On realising that the sixth defendant and other defendants, cheated the plaintiff, he lodged a complaint against defendants 1 to 3. Defendants 2 and 3 along with the first defendant, created some documents and the title deed by way of cloud and suppressing the same, they have sold the property to the plaintiff. In fact, the defendants 2 and 3, through the first defendant, filed a suit against the sixth defendant and others in O.S.No.384 of 2016 on the file of the District Munsif Court, Alandur on 28.06.2016. Suppressing the said fact, and

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without clear title, defendants 1 to 3 sold the property to the plaintiff and thereby, cheated the plaintiff and therefore, the plaintiff is entitled to return of the sale consideration paid and expenses. In total, he is claiming Rs.2,38,00,000/- towards repayment of sale price along with interest @ 12% per annum on Rs.1,75,00,000/- from the date of plaint till the date of realisation and the plaintiff also claimed damages to the tune of Rs.12,00,000/-.

3. The stand of defendants 5 to 9 in a nut-shell, in the Written Statement, is as follows:

(i) The fifth defendant has purchased three plots in Nos.1471, 1473 and 1475 in S.No.75, 75/2A and 75/2B of Madipakkam Village, from K.B.Gopinathan in the year 1963 under a sale deed, registered as Document No.5250 of 1963. After purchase, the fifth defendant, along with his family members, have been in peaceful possession and enjoyment of the properties. The suit is not maintainable in respect of the property belonging to the fifth defendant. The plaintiff has to claim refund of the sale consideration paid by him from D1 to D3. The plaintiff has to claim the sale considered alleged to have been paid by him. The plaintiff is well aware of the fact that the lands belonging to Defendants 5 to 9 were fraudulently sold by the first defendant.

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(ii) The Plots bearing Nos.1471, 1473 and 1475 ad-measuring 14400 Sq.Ft. (4800 Sq.Ft. each) were purchased by Mr.Thirumala Parthasarathy from K.B.Gopinathan alone. The said Mr.Thirumala Parthasarathy is none other than the fifth plaintiff herein, shown as P.T.Parthasarathy (deceased) in the plaint. The fifth defendant has not sold the said three Plots to one Johnson as alleged in the plaint. In fact, the fifth defendant had executed the settlement deed in favour of defendants 6 and 9 in the year 1986. Thereafter, the D5 to D9 have been in possession and enjoyment of the properties.

(iii) The alleged purchase of the properties by the said Johnson and thereafter, after his demise, the third defendant executed the release deed in favour of second defendant, are all false. The title of the properties is in the name of defendants 5 to 9. There was no encumbrance except the encumbrance made by the plaintiff.

(iv) The fifth to ninth defendants are no way related to the alleged payments made by the plaintiff and the plaintiff has not paid any amount to defendants 5 to 9.

(v) The second defendant was not the owner of the properties. Therefore,

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he has no right to execute any sale deed. The complaint was given for the illegal acts made by the accused and thereby, the FIR in Crime No.88 of 2017 had been registered.

(vi) Defendants 5 to 9 have been running from pillar to post to cancel the encumbrance made by the plaintiff in collusion with defendants 1 to 4 and a complaint was also given to the Inspector General of Registration, Chennai. The paper publication dated 19.05.2006 in the Dina Thanthi daily, was also effected.

(vii) Further, a petition was also lodged before the Sub-Registrar Office, Velacherry and also to the District Collector, Kancheepuram on 30.05.2016 regarding the suit property.

(viii) While so, the plaintiff, knowing well that defendants 5 to 9 are the real victims and a complaint was also lodged against the second defendant, and already a suit was filed in O.S.No.384 of 2016 before the District Munsif Court, Alandur, which was subsequently dismissed as withdrawn by him, has purchased the said property.

(ix) Further, the plaintiff suppressed the fact that he had already filed a

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suit against the first defendant before the District Munsif Court, Alandur in O.S.No.26 of 2018. In that suit, defendants 5 to 9 are not parties. Therefore, defendants 5 to 9 are no way connected with this suit and there is no cause of action for the plaintiff to sustain the suit against defendants 5 to 9. Therefore, the suit is liable to be dismissed.

3.A. The defendants D1 to D4 and D10 were set ex-parte on 17.03.2021.

4. Based on the pleadings made in the present suit and upon hearing the arguments advanced on both sides and perusing the documents, this Court framed the following issues on 24.03.2021:

(i) Whether the plaintiff is entitled to the sum of Rs.2,38,00,000/- with 12% interest on Rs.1,75,00,000/- from the defendants ?

(ii) Whether the plaintiff is entitled to damages of Rs.12,00,000/- from the defendants ?

(iii) Whether the suit is maintainable against defendants 5 to 9 and whether they are liable for the suit reliefs ?

(iv) To what other relief ?

5. In order to prove the case, on the side of the plaintiff, his father Power Agent was examined as P.W.1 and Exs.P-1 to P-34 were marked.

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6. On the side of defendants, D.6 was examined as D.W.1 and no documents have been marked.

7. The learned counsel appearing for the plaintiff submitted that the first defendant is the Builder and doing construction work in the name of K.K.Constructions and used to purchase the building materials from the plaintiff's father who was running the electrical hardware shop, thereby, the plaintiff's father is acquainted with the first defendant.

7.1. While so, the first defendant canvassed the plaintiff and his father that he has three housing Plots at Madipakkam in Ram Nagar in Plot Nos.1471, 1473 and 1475 and also gave the copies of the documents. Thereafter, when the plaintiff came to India on 01.07.2016, he purchased the properties from the first defendant, who is the Power Agent of the second defendant, and got the sale deed registered on 15.07.2016 after payment of Rs.1,60,00,000/-. Thereafter, he came to know that there was a dispute between defendants 5 to 9 and defendants 2 and 3 in respect of the suit propery and already,defendant No.1, on behalf of defendants 2 and 3 as Power Agent, filed the suit in O.S.No.384 of 2016 on the file of the District Munsif Court, Alandur in respect of the suit property and the said suit was dismissed as withdrawn on 20.08.2018 before the

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Additional District Munsif Court, Alandur, Chennai.

7.2. Thereafter, the plaintiff came to know that FIR had been registered against the first defendant and others including the plaintiff, on the complaint lodged by the fifth defendant. Therefore, all the defendants colluded together and cheated the plaintiff. Hence, the plaintiff has filed the present suit for refund of the payment made by him for purchase of the suit property.

7.3. Further, the plaintiff suffered loss and was suffering from mental agony due to the filing of the criminal case against him and, therefore, the plaintiff has claimed damages for Rs.12 lakhs.

7.4. The plaintiff is only claiming the sale price and the stamp duty and registration charges along with interest @ 12% and the total claim is Rs.2,38,00,000/- and in total, the defendants are liable to pay a sum of Rs.2,50,00,000/- to the plaintiff.

7.5. The plaintiff, to substantiate his case, examined his father as P.W.1 and also marked documents. D1 to D4 have not contested the present suit. D5 to D9 contested the suit. According to defendants 5 to 9, the properties

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belong to them. However, they have not produced any document to establish their case. Therefore, the plaintiff prayed that the suit be decreed as prayed for.

7.6. It is further submitted that D.W.1, in his cross-examination, admitted that in the month of June 2016, defendants 1 to 3 have filed the suit in O.S.No.384 of 2016 as against D.5 to D.10 and after sale of the properties to the plaintiff, they have withdrawn the suit. D.W.1 had admitted that he has not produced any document to prove the settlement deed executed in their favour and D5 died during the pendency of the suit. Therefore, the collusion between the defendants, has clearly established/proved.

7.7. Moreover, the first defendant agreed to deposit Rs.80 lakhs before this Court, in the bail petition, but that order has not been complied with by the first defendant. However, defendants 4 to 6 have not taken any steps and this shows that the defendants have colluded, and therefore, the plaintiff has proved his case.

8. Learned counsel for defendants 5 to 9 submitted that the plaintiff has filed the present suit claiming that the first defendant sold the properties as Power Agent of D2 and D3 and all the defendants have cheated the plaintiff. The

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plaintiff has stated in the plaint that he paid money only to the first defendant. P.W.1 in his evidence, has categorically stated that it is correct to state that defendants 5 to 9 are not bound to pay any money to the plaintiff.

8.1. Even as per the plaint averments, there is no cause of action as against D5 to D9 and there is no explanation as to why D5 to D9 were impleaded as parties to the suit, when the property was sold by the first defendant as Power Agent of D2. Therefore, no relief could be granted to the plaintiff as against D5 to D9. There is no collusion between the defendants as alleged in the plaint. There is no privity of contract between the plaintiff and defendants 5 to 9, and therefore, the suit is liable to be dismissed.

9. The plaintiff has filed the present suit for recovery of money as against the defendants. According to the plaintiff, he had purchased the suit properties from the first defendant, as Power Agent of the second defendant. In fact, the suit properties originally belonged to one Thirumala Parthasarathy and he purchased the properties from Gopinath through the sale deed, dated 18.03.1964. Thereafter, the said Thirumala Parthasarathy has sold the said properties to one Johnson, through sale deed, dated 27.07.1965. The said Johnson died intestate, leaving behind defendants 2 and 3 as his legal heirs to

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succeed to his estate. Thereafter, the third defendant had released her share to the second defendant through release deed, dated 24.02.2016, thereby, the second defendant alone is the absolute owner of the suit properties and the other properties.

10. In the meanwhile, the second defendant appointed the first defendant as his Power Agent to sell Plot Nos.1471 and 1473 through the Power deed, dated 24.02.2016. Thereafter, the plaintiff had purchased the suit property through the first defendant who is well acquainted to his father, and he purchased the properties for Rs.1,60,00,000/- through sale deed, dated 15.07.2016. On the side of the plaintiff, P.W.1 was examined and he marked the documents Exs.P-1 to P-34 and most of the documents are photocopies of the relevant documents except few documents. The plaintiff had not produced the certified copies of the documents and there is no explanation offered by the plaintiff for non-production of the original documents. However, the suit is not filed for title of the property, but unfortunately, D1 to D4 and D10 were set ex-parte and D5 to D9 alone contested the suit. According to defendants 5 to 9, D5, namely P.T.Parthasarathy had purchased the properties from Gopinath through sale dated 18.03.1964 and thereafter, settled some properties in favour of D6 and D9 and remaining one property was retained by the fifth defendant.

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11. According to the defendants 5 to 9, their father purchased the property from Gopinath and thereafter, he executed settlement deed in favour of D6 and D9, but no documents have been produced to show that some of the properties were settled in favour of D6 and D9 by the fifth defendant, and remaining portion has been retained by D5.

Answer for the issues:

12. Issue No.1 :

The plaintiffs have filed the present suit for the relief of recovery of money of Rs.2,38,00,000/- with interest @ 12% p.a. on Rs.1,75,00,000/- from the defendants. According to the plaintiff, he had purchased the suit properties from the first defendant, as Power Agent of D2, dated 15.07.2016. The plaintiff has produced the original sale deed as a document Ex.P-9 and on perusal of the same, it reveals that the first defendant had executed the sale deed, dated 15.07.2016 in favour of the plaintiff, on behalf of the second defendant as Power Agent. In the above said sale deed, they have clearly mentioned about the release deed executed by the third defendant in favour of the second defendant. The certified copy of the release deed had been marked as Ex.P-5.. On a careful perusal of the above said Ex.P-5, it is clear that the suit property and other

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properties were purchased by the father of the second defendant and the husband of the third defendant from the fifth defendant through sale deed, dated 27.07.1965. The "Patta" also stands in the name of the original purchaser Johnson.

13. Therefore, from the above said documents, it is clear that the plaintiff's vendors are owners of the property and they have sold the property to the plaintiff. The plaintiff has also admitted that after verifying the documents only, he had purchased the property. But, even according to the plaintiff, D5 to D9, claiming that the properties belong to them, hence he had filed the suit. When the plaintiff had purchased the property for a valuable consideration only after verifying the title deeds, it is his duty to protect his properties after the sale deed had been obtained by him. Merely because some third parties claim rights over the property, the plaintiff cannot claim refund of sale price paid by him. If there is any defect in the title, then the plaintiff can take appropriate legal steps against the vendor, but in this case, there is no any defect in the title. The plaintiff had purchased the property and thereafter, Patta Ex.P-22 has been granted in the name of the plaintiff, pursuant to his sale deed. That apart, merely registering FIR itself is not sufficient to prove the title of defendants 5 to 9 and the defendants have not produced any record to show that the properties

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had been settled in their favour by the fifth defendant.

14. Per contra, the plaintiffs have produced documents to the effect that the D5 sold the properties to the father of the second defendant and in turn, the third defendant had executed the release deed after the demise of her husband in favour of the second defendant, who in turn executed the Power of Attorney in favour of first defendant and sold the properties to the plaintiff. The plaintiff has also marked the plaint copy of the suit filed by D1 on behalf of D2 as against D5 to D9 and the same was withdrawn by the D.1 after sale of the property. The plaint copy has been marked as Ex.P-14.

15. On a careful perusal of the above said plaint, it is obvious that first defendant, being the Power Agent of the second defendant, filed the said suit for permanent injunction as against D5 to D10 in respect of the suit property and the other properties purchased by the father of the second defendant through sale deed dated 27.07.1965. The certified copy of the sale deed in the name of the second defendant's father and the third defendant's husband, namely, Johnson, was also marked as Ex.P-9.

16. Further, the certified copies of the parental documents, were also produced in the suit and defendants 5 to 10, being the parties, very well know

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about the claim made by defendants 1 and 2. Even after knowing that the suit has been filed by defendants 1 and 2 as against the defendants 5 to 10, they have not taken any steps in respect of the properties covered in the suit.

17. Therefore, mere filing of the previous suit for permanent injunction by the D1 as against the defendants 5 to 10 herein, is not the sole reason to grant relief to the plaintiff.

18. The main contention of the plaintiff is that the fifth defendant has lodged the complaint in Crime No.88 of 2017 as against the first defendant and others, wherein, the plaintiff had been cited as one of the accused and therefore, he has filed the suit.

19. Mere filing of the criminal case without any documents alone is not a ground to claim compensation. When the plaintiff had purchased the property for a valuable consideration based on the valid documents, it is for the plaintiff to protect the property from the third parties.

20. In the case on hand, the plaintiff purchased the property from the original owners and the defendants have not produced any document to

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substantiate their claim over the properties. Even during cross-examination of P.W.1, the defendants have not suggested that the suit property belonged to their father and their father executed settlement deed in respect of some properties in favour of D6 and D9 and the remaining portion was retained by D5.

21. Therefore, merely because the defendants lodged a complaint and the Police have registered the case, itself, is not sufficient to raise the cause of action. D.W.1 also in his evidence admitted that he has not filed any documents to prove O.S.No.264 of 2018 and the present suit are interlinked. Admittedly, the suit property is vacant land. Further, the DW1 admitted that he came to knowledge about the sale deed in the name of the plaintiff in July 2016, but so far, no any legal action was taken by the defendants in respect of the sale deed.

22. This Court also perused the FIR in Crime No.88 of 2017. No document has been filed by the complainant to prove that the properties belong to them and without any document, the investigating officer filed the final report/charge-sheet. Hence, it is for the plaintiff to establish his case before appropriate forum by producing the relevant documents.

23. It is true that the plaintiff has purchased the property by spending

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huge money only after verification of the records. While so, it is the duty of the plaintiff to protect the property and so far as the title of the property is concerned, the same had not been declared in favour of the defendants, and mere claim of title without any documents, is not sufficient to deny the title of the plaintiff. Though D6 was examined as D.W.1, he has not even produced any document to substantiate their claim. Moreover, the plaintiff has produced the certified copies of the judgment in O.S.No.384 of 2016 on the file of the Principal District Munsif, Alandur as Ex.P-15.

24. On a careful perusal of the said Ex.P-15, it is clear that in that suit, D1 to D5 had been represented by a counsel and D6 was also represented through another counsel.

25. Both parties were present and filed a Memo, and as per the endorsement in the Memo filed by both sides' counsel, the suit was dismissed as withdrawn. Therefore, defendants 5 to 9 cannot deny the title of the property in the name of the second defendant and they are estopped from denying the title of the second defendant. The said suit was dismissed on 20.08.2018, but the FIR had been registered in 2016. Only after registration of the FIR, the suit was withdrawn after appearance of both parties. Therefore, the very lodging of

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FIR creates a serious doubt. The said suit in O.S.No.384 of 2016 was filed in the year 2016 and the same was withdrawn on 20.08.2018 and the sale deed in favour of the plaintiff is on 15.07.2016. At the time of withdrawal of the suit, both parties appeared and they had knowledge about the withdrawal of the suit. While so, the defendants 5 to 9 being the parties to the suit O.S.No.384 of 2016, after knowing the sale in favour of the plaintiff by D1 and D2 herein, have not taken any steps in respect of the sale in favour of the plaintiff. Therefore, the conduct of the D5 to D9 show that they have no any interest and right over the property sold to the plaintiff.

26. As far as the assurance made by the first defendant in the anticipatory bail application is concerned, the order was passed in the year 2018 and thereafter, no steps have been taken by either parties in respect of the same and, therefore, this Court need not go into that aspect.

27. Moreover, the plaintiff filed a petition for cancellation of the anticipatory bail granted to the first defendant and the same was not yet numbered. The copy of the application filed by the plaintiff has been marked as Ex.P-18, but the plaintiff has not taken steps thereafter.

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28. Further, P.W.1 in his evidence, had categorically asserted that D5 to D9 have no relevance to the present suit. During cross-examination, he has admitted that it is correct to say that defendants 5 to 9 are not bound to pay any money to the plaintiff.

29. Therefore, the plaintiff, being the owner of the property, had purchased the same for a valuable consideration only after verifying the records, and therefore, cannot maintain the present suit for recovery of money. Merely because some criminal case had been registered based on the third party's complaint, that too, without any documents in their favour, the plaintiff is not entitled to the relief of recovery of money as against the vendor. The plaintiff is the owner of the suit property and he had not cancelled the sale deed. The defendants have also not taken any steps to cancel the sale deed in dispute in the present suit. They have only lodged a complaint and mere lodging of the complaint, is not sufficient to establish their title over the properties.

30. On the other hand, the plaintiff has produced sufficient records to show that the property belongs to him. The plaintiff, being the owner of the property, is not entitled to the relief of recovery of money, until the sale deed is in his favour and without establishing any cloud over the title of the property.

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The plaintiff has claimed a sum of Rs.2,38,00,000/- with 12% interest on Rs.1,75,00,000/-. According to the plaintiff, he has paid sale price of Rs.1,60,00,000/- and also incurred expenditure for purchase of stamp papers and Registration charges to the tune of Rs.15,00,000/- and also claimed 12% interest from the date of purchase of the property. The plaintiff is the owner of the property and so far, he has not cancelled the sale deed and this Court, in the previous paras decided that the plaintiff is not entitled to the relief of recovery of money as against the defendants. Therefore, the plaintiff is not entitled to recovery of money as against the defendants. The issue No.1 is answered accordingly.

Issue No.2:

31. The plaintiff sought for damages at Rs.12,00,000/- as against the defendants. While answering Issue No.1, after elaborate discussion, this Court came to the conclusion that the plaintiff being the owner of the property, cannot claim return of the sale price. Merely because some third parties lodged the complaint, without any cancellation of the sale deed, the question of grant of damages will not arise. Therefore, in view of the decision made in Issue No.1, the plaintiff is not entitled to compensation as prayed for in the plaint.

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Issue No:3:

32. The plaintiff has filed the suit for recovery of money as against the defendants. According to the plaintiff, he had purchased the property from the first defendant who is the Power Agent of the second defendant and he paid the entire sale price to the first defendant. D5 to D9 claimed some right over the properties and they have only registered a case as against the first defendant by including the plaintiff as one of the accused. D5 to D9 are no way connected with the sale executed by the D1 on behalf of D2 in favour of the plaintiff. Therefore, defendants 5 to 9 are no way related to the present suit. P.W.1 himself admitted in his cross-examination that D5 to D9 are not liable to pay compensation for the sale deed executed by D1 on behalf of D2.

33. Already, this Court, while answering Issue Nos.1 and 2, held that the plaintiff is not entitled to the relief of return of the sale price and damages and therefore, defendants 5 to 9 are not liable for the suit claim.

Issue No.4:

34. This Court already in the previous issues, decided that the plaintiff is not entitled for the reliefs sought in the present suit. Therefore, the suit is liable to be dismissed.

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35. In the result, the suit is dismissed. There shall be no order as to costs. Consequently, the furnish security application in A.No.7200 of 2019 shall stand dismissed. There shall be no order as to costs.

17.10.2025

(1/2)

Index: Yes/no

Speaking Order: Yes/no

Neutral Case Citation: Yes/no

cs

List of witness examined on the side of the plaintiff:

P.W.1 Mr.Misrilal (Power of Attorney of plaintiff M.Dilip Kumar

List of witness examined on the side of the defendant:

D.W.1 Mr.P.T.Nandhagopal (D.6)

List of exhibits examined on the side of the plaintiffs:

S.No.	Exhibit No.	Description
1	Ex.P1	The original power of attorney executed by the plaintiff in favour of his father Mr. Misrilal dated 31.01.2019.
2	Ex.P2	The served copy of the photocopy of the sale deed doc.

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S.No.	Exhibit No.	Description
		No.285/1961 dated 27.11.1961. (The learned counsel for the D5 to D9 has objected to mark this document since it is only a xerox copy) (The learned counsel for the plaintiff has replied that the 1st defendant has served only the xerox copy hence the same is entitled to be marked).
3	Ex.P3	The served copy of the photocopy of the sale deed doc. No.783/1964 dated 18.03.1964. (The learned counsel for the D5 to D9 has objected to mark this document since it is only a xerox copy) (The learned counsel for the plaintiff has replied that the 1st defendant has served only the xerox copy hence the same is entitled to be marked).
4	Ex.P4	The served copy of the photocopy of the sale deed doc. No.1298/1965 dated 27.07.1965. (The learned counsel for the D5 to D9 has objected to mark this document since it is only a xerox copy) (The learned counsel for the plaintiff has replied that the 1st defendant has served only the xerox copy hence the same is entitled to be marked).
5	Ex.P5	The certified copy of the Release deed doc. No.1166/2016 dated 24.02.2016.
6	Ex.P6	The certified copy of the power of attorney Doc. No.1168/2016 dated 24.02.2016.
7	Ex.P7	The certified copy of the police complaint of 6th defendant dated 09.05.2016.
8	Ex.P8	The certified copy of the bank statement of the plaintiff for the period 22.04.2016 to 22.03.2017.
9	Ex.P9	The original sale deed executed by the 1st defendant as power agent of 2nd defendant in favour of the plaintiff Doc.No.4477/2016 dated 15.07.2016.
10	Ex.P10	The certified copy of the FIR in Crime No.88/2017 dated 22.11.2017.
11	Ex.P11	The office copy of the complaint given by the plaintiff's father to the Commissioner of Police, Greater Chennai

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S.No.	Exhibit No.	Description
		dated 14.02.2019.
12	Ex.P12	The certified copy of the order in Cr.M.P. No.2648/2019 dated 01.04.2019.
13	Ex.P13	The certified copy of the order of the Hon'ble High Court in Crl.OP.SR 13306/2019 dated 02.04.2019.
14	Ex.P14	The certified copy of the plaint in OS No.384/2016, DMC-Alandur.
15	Ex.P15	The certified copy of the suit withdrawal status by collusion dated 20.08.2018.
16	Ex.P16	The certified copy of the anticipatory Bail order passed in Crl.O.P No.16717/2018 in favour of the 1st defendant dated 09.08.2018.
17	Ex.P17	The certified copy of the petition filed under section 156 Cr.P.C before CJM, Alandur.
18	Ex.P18	The certified copy of the petition filed for cancellation of Bail filed by the plaintiff before Hon'ble High Court, Madras.
19	Ex.P19	The certified copy of passport entries of the plaintiff and details of his travel of India.
20	Ex.P20	The true copy of the FIR in Crime No.130/2019 dated 10.07.2019.
21	Ex.P21	The receipt of Registration Stamp Fees dated 15.07.2016.
22	Ex.P22	The online copy of Patta dated 03.03.2017. (QR Code available).
23	Ex.P23	The FMB dated 14.03.2017.
24	Ex.P24	The Adangal dated 10.03.2017.
25	Ex.P25	The Encumbrance Certificate (10 leafs).

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S.No.	Exhibit No.	Description
26	Ex.P26	The Police Letter to the Plaintiff's counsel dated 26.09.2022.
27	ExP27	The Representation Letter to the Commissioner of Police dated 29.08.2022.
28	Ex.P28	The High Court Order in C.R.L.O.P.Nos.15798 & 15801 of 2021 dated 17.02.2022.
29	Ex.P29	The High Court Order in C.R.L.M.P. Nos.15912 & 15916 of 2022 in C.R.L.O.P.Nos.15798 & 15801 of 2021 dated 26.10.2022.
30	Ex.P30	The Hon'ble High Court Order in C.R.L.O.P.Nos.15798 & 15801 of 2021 dated 03.08.2022.
31	Ex.P31	The certified copy of the Bail Dismissal Order dated 06.05.2022.
32	Ex.P32	The Dismissal Order of Quash Petition in Crl O.P.292279 of 2019 of Hon'ble High Court dated 23.01.2023.
33	Ex.P33	The photocopy of the Police Report in Crime No.88/2017. (The learned counsel for the defendant objects to mark the same subject to admissibility, proof and relevancy).
34	Ex.P34	The Investigation Petition against Mohanasundaram in Crl. O.P. No.427 of 2022.

List of exhibits on the side of the defendants: Nil

17.10.2025
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P.DHANABAL, J

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C.S.No.566 of 2019

and A.No.7200 of 2019

17.10.2025

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