



OSA.No.146/2024

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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 28.01.2025

CORAM :

THE HONOURABLE MR. JUSTICE S.S. SUNDAR

AND

THE HONOURABLE MR. JUSTICE P.DHANABAL

OSA.No.146/2024 & CMP.No.18317/2024

M/s.MEC International Private Limited
[Formerly known as M/s.Madras Electrical
Conductors Private Limited]
rep.by its Sales & Marketing Executive Manager
No.6, Old No.37, Arcot Road
Vadapalani, Chennai 600 026.

... Appellant

Vs.

1.M/s.Doshi Constructions
A partnership firm registered
Under the Indian Partnership Act
having its registered office at
No.3H, Century Plaza, No.560, Teynampet
Chennai 600 018. rep.by its partner
Mr.Mehul H.Doshi.

2.Elroi Management Consultants
No.6, Old.No.37, Arcot Road
Vadapalani, Chennai 600 026.



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3. Dhanam Enterprises

No.6 (Old No.37) Arcot Road, Vadapalani, Chennai - 026.

4. Unifreight India Pvt Ltd

No.6 (Old No.37) Arcot Road, Vadapalani, Chennai - 026.

5. Abhirami Enteriprises

No.6 (Old No.37) Arcot Road, Vadapalani, Chennai - 026.

6. Joyco India Pvt Ltd

No.6 (Old No.37) Arcot Road, Vadapalani, Chennai - 026.

7. Piyesta Furniture Pvt Ltd

No.6 (Old No.37) Arcot Road, Vadapalani, Chennai - 026.

8. Damro Exports Pvt Ltd

No.6 (Old No.37) Arcot Road, Vadapalani, Chennai - 026.

9. Frito Lay India Ltd

No.6 (Old No.37) Arcot Road, Vadapalani, Chennai - 026.

10. Bell Ceramics Ltd

No.6 (Old No.37) Arcot Road, Vadapalani, Chennai - 026.

11. Crompton Greaves (customer Care Centre)

No.6 (Old No.37) Arcot Road, Vadapalani, Chennai - 026.

12. Ifb Industries Ltd

No.6 (Old No.37) Arcot Road, Vadapalani, Chennai - 026.

13. Godrej Industries Ltd

No.6 (Old No.37) Arcot Road, Vadapalani, Chennai - 026.

14. Ciba Industries Ltd

No.6 (Old No.37) Arcot Road, Vadapalani, Chennai - 026.

15. Hawkins Cooker Ltd



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No.6 (Old No.37) Arcot Road, Vadapalani, Chennai - 026.

16. Video Jet Technology India Pvt Ltd

No.6 (Old No.37) Arcot Road, Vadapalani, Chennai - 026.

17. Maratha Electric India Pvt Ltd

No.6 (Old No.37) Arcot Road, Vadapalani, Chennai - 026.

18. Boxter India Pvt. Ltd

No.6 (Old No.37) Arcot Road, Vadapalani, Chennai - 026.

19. S.R. Laboratories

No.6 (Old No.37) Arcot Road, Vadapalani, Chennai - 026.

20. Paraj Trust

No.6 (Old No.37) Arcot Road, Vadapalani, Chennai - 026.

21. Kanad Ceramic Tiles

No.6 (Old No.37) Arcot Road, Vadapalani, Chennai - 026.

22. Electrolux Kelvinator Ltd

No.6 (Old No.37) Arcot Road, Vadapalani, Chennai - 026.

23. Euro Tiles Shop

No.6 (Old No.37) Arcot Road, Vadapalani, Chennai - 026.

24. Safari Ceramics

No.6 (Old No.37) Arcot Road, Vadapalani, Chennai - 026.

25. A.T.E Enterprises

No.6 (Old No.37) Arcot Road, Vadapalani, Chennai - 026.

26. Vaigai Sanitation Pvt Ltd

No.6 (Old No.37) Arcot Road, Vadapalani, Chennai - 026.

27. S.R.P Enterprises

No.6 (Old No.37) Arcot Road, Vadapalani, Chennai - 026.



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28. Acqua Line
No.6 (Old No.37) Arcot Road, Vadapalani, Chennai - 026.

29. Ajitha Sil Chem Pvt Ltd
No.6 (Old No.37) Arcot Road, Vadapalani, Chennai - 026.

30. Gepton Car Care
No.6 (Old No.37) Arcot Road, Vadapalani, Chennai - 026.

31. Vijay Dresses
No.6 (Old No.37) Arcot Road, Vadapalani, Chennai - 026.

32. M/s. Bangalore Iyengar Bakery
No.6 (Old No.37) Arcot Road, Vadapalani, Chennai - 026.

33. M/s. Balaji Bakery
No.6 (Old No.37) Arcot Road, Vadapalani, Chennai - 026.

34. M/s. S.M.S Bucary Wakf Al Aulad Estate
Rep. by its Muthavalli S.M.S. Kalvath Syed Abdul Khader, No.87/42,
Swami Naicken St, Chintadripet, Chennai - 002.

... Respondents

Prayer : Original Side Appeal filed under Order 36 Rule 9 of Original Side Rules read with Clause 15 of Letters Patent against the order passed dated 21.01.2024 in A.NO.3397/2021 in CS.No.574/2010.

For Appellant	: Mr.S.Parthasarathy, Senior counsel for M/s.Bhashyam Chari
For R1	: Mr.R.Parthasarathy, Senior counsel for Mr.Rahul Balaji
For RR2&33	: Mr.S.R.Rajagopal, Senior counsel for Mr.R.Harikrishnan
For R3	: Mr.V.Raghavachari, Senior counsel for Mr.K.Krishnan



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For RR5&27

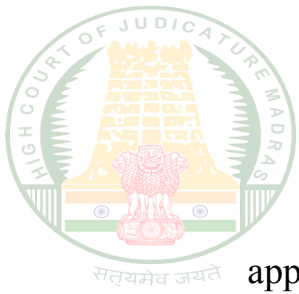
: Mr.Aditya Sarangajan

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JUDGMENT

[Judgment of the Court was delivered by S.S.SUNDAR, J.,]

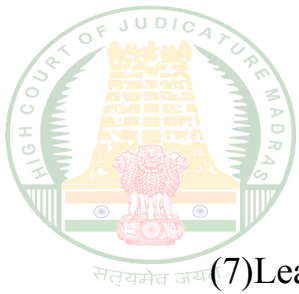
- (1) This appeal is preferred to set aside the order dated 21.01.2024 passed by the learned Single Judge in A.No.3397/2021 in CS.No.574/2010.
- (2) The 1st respondent in this appeal is the plaintiff who has filed the suit in CS.NO.574/2010 for ejectment against the appellant herein and several sub-tenants who have been inducted by the appellant herein. The application in A.No.3397/2021 was filed by the plaintiff/1st respondent to direct the appellant / 1st defendant in the suit to deposit all rents already collected and received from sub-tenants in respect of parcels of suit property which are taken on lease by the sub-tenants. The said application was allowed by directing the appellant herein to deposit the entire rental income that was accrued from the suit property from various sub-tenants right from January 2020 onwards till date and to continue to deposit the same to the credit of the suit until further orders.
- (3) The appellant has now entered into a Compromise with the 1st respondent / plaintiff. Therefore, the respective learned counsels



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appearing for the appellant and the 1st respondent requested this Court to record the Compromise Memo. Learned counsels appearing for the sub-tenants have expressed their concern pointing out a few clauses in the Compromise Memo.

- (4) Primarily, the sub-tenants are concerned with some common areas which were also used by the sub-tenants. Since the chief tenant/appellant had agreed to surrender those common areas also, it is represented that the Compromise Memo will certainly affect the rights of sub-tenants in enjoying the property.
- (5) The next contention objecting to the Compromise Memo is also by referring to few other clauses in the Agreement. Some of the sub-tenants have also raised an objection with regard to the identity of property which are agreed to be surrendered by the chief tenant/appellant herein.
- (6) Mr.S.R.Rajagopal, learned Senior counsel has not even ascertained from the sub-tenants for whom he is representing, whether any portion which is agreed to be surrendered by the appellant/chief tenant, is in the enjoyment of the sub-tenants.



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(7)Learned counsels appearing for the appellant and the 1st respondent has conceded that the Compromise Memo now filed before this Court, will be binding only the parties and not the sub-tenants and therefore, they have consciously agreed that the suit will now be prosecuted against the sub-tenants. Since the Compromise Memo is held to be not binding on the sub-tenants to defend the suit on all issues, this Court is unable to appreciate the contentions of the learned counsel appearing for the sub-tenants opposing recording of the Compromise Memo.

(8)Since the appeal is filed with the limited scope of challenging the direction to the chief tenant/appellant to deposit the money collected from the sub-tenants and the chief tenant has now surrendered all his right to the plaintiff/1st respondent including the physical possession of the property which is in his custody, the appeal is **disposed of recording the Compromise Memo.** The Compromise Memo shall form part of the judgment. However, it is made clear that the terms of Compromise is strictly between the appellant and the 1st respondent and the terms of the Compromise Memo will not prejudice the rights of sub-tenants in the main suit which would be now prosecuted against the sub-tenants. It is



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also made clear that the suit will be prosecuted only in respect of the property which is described as 'D' schedule to the Compromise Memo.

No costs. Consequently, connected miscellaneous petition is closed.

[S.S.S.R., J.] [P.D.B., J.]
28.01.2025

AP

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S.S. SUNDAR, J.,
and
P.DHANABAL, J.,

AP

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