



WEB COPY

A.No.2026 of.



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 10.07.2025

CORAM :

THE HON'BLE MR.JUSTICE K.KUMARESH BABU

A.No.2026 of 2025

in

C.S.No.248 of 2023

1.B.Lavanya
2.Dr.B.Kaviya
3.B.Haritha

... Applicants/Petitioners/Defendants

vs.

1.Mr.V.Palani
2.Mrs.P.Umamaheswari
3.Mrs.Sowmiya
4.Mr.M.R.Udhayakumar
5.Mrs.M.Savitri
6.Mrs.J.Thilothamma
7.Mrs.M.R.Vijayalakshmi
8.Mrs.R.Malini
9.Mr.R.Rama Ravindra Kumar
10.Mrs.R.Gunavathy
11.Mr.R.Rajendran
12.Mrs.R.Sumathi
13.Mrs.Lakshmi

... Respondents/Respondents/Defendants 4 to 8

For Applicant : Mr.J.Ravikumar

For Respondent : Mr.M.Santhanaraman for RR1 to 3

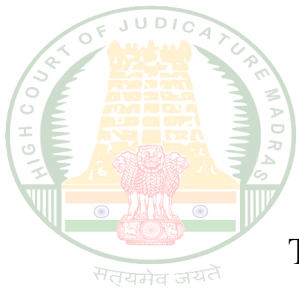
Mr.N.R.Anantha Ramakrishan for R13



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ORDER

The application is an appeal filed against the order of the learned Master, dismissing the application filed by the applicants, seeking leave to defend the suit.

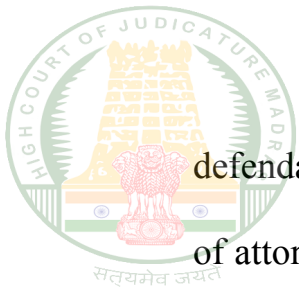
2. Heard Mr.J.Ravikumar, learned counsel appearing for the applicants, Mr.M.Santhanaraman learned counsel appearing for the respondents 1 to 3 and Mr.N.R.Anantha Ramakrishan, learned counsel appearing for the 13th respondent.

3. The learned counsel for the applicant would submit that the Master without considering the claim made by the applicants in its proper perspective had dismissed the application filed by the applicants. He would submit that the applicants who are the defendants 1 to 3 along with defendants 4 to 8 were the owners of the property and they had originally entered into an agreement of sale with defendants 9 to 12. According to him, the defendants 9 and 10 had filed a suit as against defendants 1 to 8, in which a compromise decree was passed wherein the defendants 1 to 8 retained a portion of the property and permitted the defendants 9 and 10 to deal with the balance property. To enable the defendants 9 and 10 to deal with the property, a power of attorney had also



been executed in favour of defendants 9 to 12. According to him, the defendants 1 to 8, had given up their right in the portion of the suit property given in favour of defendant 9 & 10 by executing a power of attorney coupled with interest. It seems that the defendants 9 to 12, as power agents of the defendant 1 to 8 have entered into a agreement of sale with the plaintiffs. Without honouring the said sale agreement, they had also sold the property in favour of the 13th defendant. The present suit has been initiated against the defendants seeking for recovery of money which was paid by the plaintiff to defendants 9 to 12. The applicants placing all the materials had sought leave to defend the suit. The learned Master without appreciating these facts had held that the plaintiffs are entitled for the relief even as against the applicants as they being the principal through the defendants 9 to 12 had entered the sale agreement. The learned Master according to him had misconstrued the fact that it was simpliciter a power of attorney given by without appreciating the compromise decree in its proper perspective. Therefore, he would submit that the order of the learned Master would have to be interfered with and the applicants be granted leave to defend the suit.

4. Countering his argument, the learned counsel appearing for the respondents 1 to 3 who are the plaintiff in the suit, would submit that the



defendants 1 to 8 are the land owners and defendants 9 to 12 being their power of attorney had entered into an agreement with them. Thereafter the defendants 9 to 12 had agreed to cancel the sale agreement and also agreed to refund the amount paid by them. However, the sale consideration paid by the plaintiffs had not been refunded to them. Hence they approached this Court.

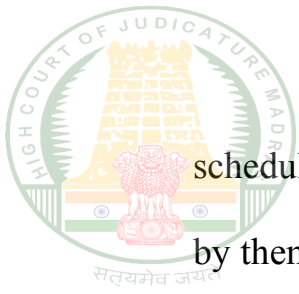
5. He would further submit that the transaction had created a charge over the property. He would further submit that the applicants has suppressed the sale of the very same property by them in favour of the 13th defendant. He had also placed on record the sale deed executed by the defendants 1 to 8 in favour of the 13th defendant. In that context, he would contend that if it is the case of the applicants that they did not have any right in the property of which the sale agreement had been entered by the plaintiffs with the defendants 9 to 12, they are liable to refund the sale consideration. Therefore, he would submit that there is no material error made by the learned Master in rejecting the application filed by the applicants for this court to interfere with.

6. I have considered the submissions made by the respective counsels and perused the materials placed on record.



7. It is the claim of the plaintiffs that they had entered into agreement of sale with 9 to 12 defendants as the power of attorney of defendants 1 to 8 who are the owners of the property. It is their further claim that they have also paid the sale consideration to the defendants 9 to 12. It is also the case of the plaintiffs that the agreement of sale was cancelled and defendants 9 to 12 had agreed to repay the sale consideration paid by the plaintiffs. According to the plaintiffs, the defendants 1 to 8 being the owners of the property are liable to refund the sale consideration received by their power Agents. On the other hand, it is the case of the applicant/defendant 1 to 3 that originally they had entered into a agreement of sale with defendants 9 & 10.

8. It is their case that the defendants 9 & 10 had instituted a suit against them, in which a compromise was entered into and a compromise decree passed. According to the said compromise decree, a larger extent of land was divided between themselves in which a larger extent of land was given in favour of defendants 9 to 12 for which a power of attorney coupled with interest was executed by defendant 1 to 8. After the compromise, the defendants 1 to 8 had given up their right over the land allotted to defendants 9 and 10. From the sale deeds produced by the either side, it could be seen that defendants 9 to 12 have executed a sale deed for their 5/6th share in the suit



schedule property and defendants 1 to 8 have sold 1/6th share which was held by them. Therefore, the claim of the respondents 1 to 3 that the defendants 1 to 8 have dealt with the property is prima facie unfounded. A perusal of the order impugned in this application would show that the learned Master has not at all considered the compromise decree and the terms of compromise upon which it was passed. For this reason, the order impugned cannot stand as the Master had failed to consider all the materials placed before him in dealing with the application filed by the applicants.

9. For the aforesaid reasons, this Court is of the considered view that the applicants are entitled to leave to defend themselves in the suit without any condition and hence, this Application is ordered as prayed for accordingly. However, there shall be no order as to costs.

10.07.2025

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Internet : Yes / No
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