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C.S.No.576 of.



IN THE HIGH COURT OF JUDICATURE AT MADRAS

RESERVED ON 29.04.2025	PRONOUNCED ON 23.06.2025
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CORAM :

THE HON'BLE MR.JUSTICE K.KUMARESH BABU

C.S.No.576 of 2019
& O.A.No.893 of 2019

1.M/s.Crescent Housing P Ltd.,
Rep., by its Authorised Signatory,
Ms.T.S.Santhi
No.132, Nelson Manickam Road,
Chennai – 600 029.

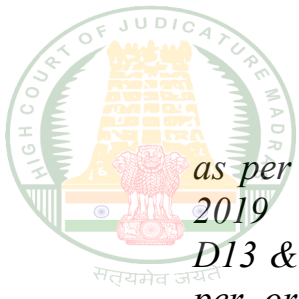
2.Mr.Sarath Kakumanu ... Plaintiffs

vs.

1.M.Jamaludeen (Deceased)
2.Saral Bevi
3.J.Syed Mohammed
4.J.Sahul Hammed
5.Miakhan
6.J.Mohideen
7.Pakir Meeral
8.Syed Ali Fathima
9.Pitchammal Begum
10.Mohammed Begam
11.Jamaludeen
12.Alija
13.P.Ameenal Beeve
14.S.Bismi

... Defendants

Defendant Nos.3 to 7 and 10 are the legal heirs of the deceased 1st defendant



as per order dated 10.07.2024 on memo dated 10.07.2024 in C.S.No.576 of 2019

D13 & D14 brought on record as legal heirs of the deceased 1st defendant as per order dated 09.09.2024 in A.No.3332 of 2024 and time extended to carryout amendment as per order dated 12.11.2024 in A.No.5603 of 2024.

Prayer : Civil Suit filed under Order VII Rule 1 of CPC 1908 Order IV Rule 1 of Original Side Rules for the following reliefs:-

(a) for Specific performance by directing the defendants 1 to 12 to execute and register the undivided share held by them and their nominees by way of Sale Deed for 43000 UDS out of the total undivided share of 2,00,000 UDS in the Schedule property in favour of the plaintiffs or their nominees pursuant to the consideration already paid by the plaintiff to the defendants 1 to 12 and upon failure to direct the Court officer to execute the Sale Deed in favour of the Plaintiff.

(b) for a permanent injunction restraining the defendants, their men, agents, servants, representatives or any one acting on their behalf from in any manner alienating, encumbering or disposing the suit schedule mentioned property to any third parties.

c) to direct the defendant to pass the costs of the suit.

d) to grant such other or other relief as this Court may deem fit and proper in the circumstances of the case



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For Plaintiffs : Mr.P.R.Raman Sr., Counsel for

M/s.Abitha Banu

For defendants : Set exparte for D1, D3 to D7, D9 to
D14 and D2 an D8 striking out since

deceased

J U D G M E N T

The present Suit had been instituted seeking for a relief of Specific Performance as against the defendants 1 to 12 in respect of 43000 undivided shares out of the total undivided share of 2,00,000 in the Suit Mentioned property *inter alia* seeking for permanent injunction restraining the defendants from in any manner alienating, encumbering or disposing of the suit schedule mentioned property to any third parties.

2. The brief facts of the plaintiffs case are that the second defendant had owned a Plot No.2 along with various others, which jointly forms the Schedule Mentioned Property. The owners of the plot were all closely related and they had decided to sell the Schedule Mentioned property and had entered into a Memorandum of Understandings with the said M/s.Pioneer Building Syndicate Pvt., Ltd. on 10.08.1987 and 15.10.1987. Pursuant thereto, various sale deeds



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were also executed by the respective parties either in their individual capacity or through their power of attorneys. For convenience, the land was divided into 200000 undivided shares of which the first plaintiff being the nominee of the said M/s.Pioneer Building Syndicate Pvt., Ltd., became owner of 157000 shares and remaining 21.5% of undivided shares were transferred in the name of the defendants. The defendants 3 to 10 are the children of the first and second defendants.

3. It is the further case of the plaintiffs that such transfer of 21.5% undivided share in property and the built-up area was for the reason that the sale consideration in respect of the property remained to be paid in part. He would submit that it was an understanding that had been arrived at by the plaintiffs and the first defendant, who acted as power agent of the second defendant, one of the owner of the property, is that on payment of the said balance sale consideration, the respective owners of the 21.5% share would reconvey the property. It is their further case that such was only an oral understanding between the parties. However, he would submit that by further conduct of the defendants 5 & 10, who are the children of the first defendant (now deceased) have executed sale deeds in favour of plaintiffs subsequently,



would substantiate the oral understanding entered between the parties.

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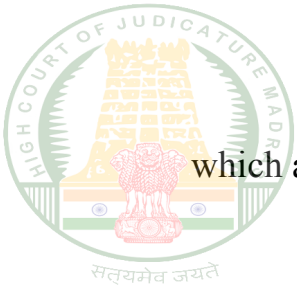
4. On the side of the plaintiff, Ms.T.S.Shanti, Authorised Signatory of the first plaintiff has been examined as PW1 and marked Ex.P1 to Ex.P99. The defendants 1, 3 to 7 and 9 to 12 were set exparte on 22.08.2022 and defendants 13 and 14 were set exparte on 13.03.2025 and the defendants 2 and 8 struck out on 15.07.2020.

5. Mr.P.R.Raman, learned Senior counsel appearing for the plaintiffs would submit that the defendants 1 & 2 are the husband and wife, the defendants 3 to 10 are their children. The 11th defendant is the father of the 12th defendant. He would further claim that the defendants are closely related. He would submit that under Exs.P.3 to Exs.P.14, the second defendant along with the other owners of the land had entered into a Memorandum of Agreement with one M/s.Pioneer Building Syndicate Pvt., Ltd., which is the sister concern of the plaintiffs. The schedule mentioned property was originally owned by 12 lands owners including the 2nd defendant. He would further submit that the first defendant had mortgaged plot No.1, which is comprised in Suit Schedule Property and it was the plaintiffs, who had



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redeemed the said mortgage. He would further submit that under Exs.P.15 to Ex.P.94, various sale deeds were executed by the Power of Attorneys in favour of nominees of M/s.Pioneer Housing including the first plaintiff in respect of 78.5% undivided shares amounting to 1,57,000 UDS and the remaining 21.5% amounting to 43000 UDS were transferred in the name of defendants 2 to 10, on oral understanding, it would be transferred to the plaintiffs. He would submit that the transactions in favour of defendants were all made in 1995 on the strength of such oral understanding. By referring to Ex.P.96, he would claim that under 230 payment vouchers/receipts and cheques which form part of Ex.P.96 series, the payments to the defendants have been made after 1995, which would only support the claim of the plaintiffs of the oral understanding that had been reached between the parties. He would submit that the defendants were all set *exparte*. He would submit that the 5th and 10th defendants were particularly set *exparte* on 22.08.2022. He would draw attention of this Court that the 5th and 10th defendants under Ex.P.98 and Ex.P.99 had executed two independent sale deeds in favour of the plaintiffs. He would submit that the recitals in the said Exhibits would clearly substantiate the claim of the plaintiffs with regard to the oral understanding, he requests this Court would also take note of the dates of Ex.P.98 and Ex.P.99,



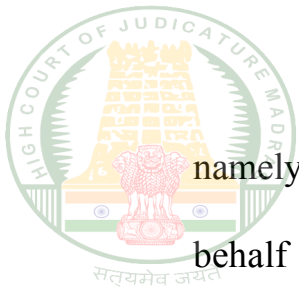
which are after they were set *exparte* in the instant Suit.

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6. Referring to the said Exhibits, he would submit that the 5th and 10th defendants had in categorical terms indicated that the plaintiffs have honoured their commitment of oral understanding and it is the turn of the defendants to execute the sale deeds in favour of the plaintiffs in respect of the shares that were transferred to them. Hence, he prays this Court to grant relief as prayed for.

7. I have heard the learned Senior counsel appearing for the plaintiffs and perused the materials placed on record.

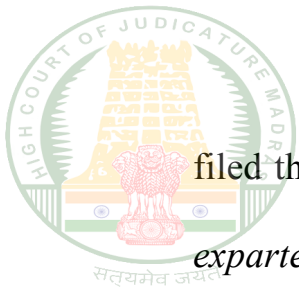
8. The Suit for Specific Performance is based upon an oral understanding that had been reached between the plaintiffs and the defendants. From the Exs.P2 to Ex.P14, it could be seen that there has been a Memorandum of Understanding entered between one M/s.Pioneer Building Syndicate Pvt., Ltd., and the defendants 1, 2 and other land owners, with respect to the Schedule mentioned property, which had been subjected to a development. The plaintiffs have been nominated by the agreement holder



namely, M/s.Pioneer Building Syndicate Pvt., Ltd. The power of attorneys on behalf of the said land owners had executed various documents which have been exhibited under Ex.P15 to Ex.P94. A portion of the property had been sold to in favour of defendants D2 to D10. The claim of the plaintiffs is that there has been an oral understanding between the plaintiffs and the defendants for reconveyance of the property in favour of the first plaintiff as and when the balance sale consideration payable by the said M/s.Pioneer Building Syndicate Pvt., Ltd., is paid by the first plaintiff. The sale deeds executed in favour of the defendants did not reflect any such contingency, but however, under Ex.P.98 and Ex.P.99, the 5th and 10th defendants had executed a sale deeds conveying the shares that were sold to them by the first plaintiff.

9. A perusal of Ex.P.98 and Ex.P.99 would explicitly spell out an oral understanding that had been arrived between the plaintiffs and the defendants. The said Exhibits exemplifies such oral understanding.

10. It is further to be noted that the defendants were represented earlier and as they had not filed a written statement, the matter was directed to be listed under the caption “undefended board”. Since, the defendants had not



filed their written statement, the defendants 1, 3 to 7 and 9 & 12 were all set *exparte* by orders of this Court. It is also to be noted that the name of the defendants 2 & 8 had been struck off as they had died even before the institution of the Suit. 13th and 14th defendants who were brought on record as the legal heirs of the deceased first defendant by order dated 09.09.2024, had not chosen to enter appearance and they were also set *exparte* by this Court in its order dated 13.03.2025. Therefore, it is not the case that the defendants were not aware of the proceedings pending before this Court, and they have for the reason best known to them had opted to not continue to prosecute their case.

11. In fine, the Suit for Specific Performance is decreed as prayed for as against the defendants 3, 4, 6, 7, 9, 11, 12 & 14 . As regards to the 5th & 10th defendants in view of the execution of Ex.P.98 & Ex.P.99, the prayer as sought for against them has become infructuous. The defendants are directed to execute the necessary sale deeds within a period of 12 weeks from the date of receipt of a copy of this judgment, In the event of failure, the Registrar of this Court shall execute the sale deeds in favour of the plaintiffs. Consequently, connected miscellaneous application is closed.



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Index : Yes / No
Internet : Yes / No
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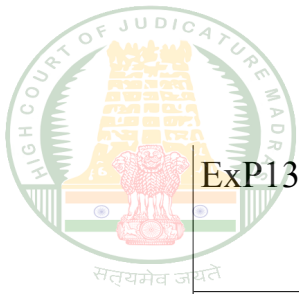
**List of witnesses examined on the side of the plaintiffs:**

PW1- Ms.T.S.Santhi (PW.1)

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List of documents marked on the side of the plaintiffs:

Exp1	Original Board Resolution dated 26.03.2025
Exp2	Original Power of Attorney dated 29.03.2025
Exp3	Original Memorandum of Understanding between Peer Mohammed and M/s.Pioneer Building Syndicate Pvt., Ltd., dated 10.08.1987
Exp4	Original Memorandum of Understanding between Khaja Mohideen and M/s.Pioneer Building Syndicate Pvt Ltd., dated 10.08.1987
Exp5	Original Memorandum of Understanding between Raja Peer Mohammed and M/s.Pioneer Building Syndicate Pvt., Ltd., dated 10.08.1987
Exp6	Original Memorandum of Understanding between 1 st defendant and M/s.Pioneer Building Syndicate Pvt Ltd., dated 10.08.1987
Exp7	Original Memorandum of Understanding between Mumtaz and M/s.Pioneer Building Syndicate Pvt Ltd., dated 10.08.1987
Exp8	Original Memorandum of Understanding between Sayem Anbu Beevi and M/s.Pioneer Building Syndicate Pvt Ltd., dated 10.08.1987
Exp9	Original Memorandum of Understanding between Dowlat Koyammal and M/s.Pioneer Building Syndicate Pvt Ltd., dated 10.08.1987
Exp10	Original Memorandum of Understanding between Asia Meeran and M/s.Pioneer Building Syndicate Pvt Ltd., dated 10.08.1987
Exp11	Original Memorandum of Understanding between Syed Abdul Rahman and M/s.Pioneer Building Syndicate Pvt Ltd., dated 10.08.1987
Exp12	Original Memorandum of Understanding between Shamshudeen and M/s.Pioneer Building Syndicate Pvt Ltd., dated 10.08.1987



Exp13	Original Memorandum of Understanding between S.M.Syed Abbas and M/s.Pioneer Building Syndicate Pvt Ltd., dated 10.08.1987
Exp14	Original Memorandum of Understanding between 2 nd defendant and M/s.Pioneer Building Syndicate Pvt Ltd., dated 15.10.1987
Exp15	Certified copy of the sale deed executed by 2 nd defendant and others in favour of K.Shantha in Doc.No.609/1995, dated 23.01.1995.
Exp16	Certified copy of the Sale deed executed by 2 nd defendant and others in favour of Jayanth Bhoopal in Doc.No.613/1995, dated 15.12.1994
Exp17	Certified copy of the sale deed executed by 2 nd defendant and others in favour of 2 nd Plaintiff in Doc.No.614/1995, dated 15.12.1994.
Exp18	Certified copy of the sale deed executed by 2 nd Plaintiff and others in favour of 2 nd Defendant in Doc.No.2931/1995, dated 15.12.1994.
Ex.P19	Certified copy of the sale deed executed by 2 nd Plaintiff and others in favour of 1 st Defendant in Doc.No.2932/1995, dated 15.12.1994.
Ex.P20	Certified copy of the sale deed executed by 2 nd Plaintiff and others in favour of 1 st Defendant in Doc.No.3428/1995, dated 23.03.1995.
Ex.P21	Certified copy of the sale deed executed by 2 nd defendant and others in favour of 2 nd Plaintiff in Doc.No.3429/1995, dated 23.03.1995.
Ex.P22	Certified copy of the sale deed executed by 2 nd defendant and others in favour of Dr.N.Bhagavandas in Doc.No.3430/1995, dated 23.03.1995.
Ex.P23	Certified copy of the sale deed executed by 2 nd defendants and others in favour of 5 th Defendants in Doc.No.3431/1995, dated 23.03.1995.
Ex.P24	Certified copy of the sale deed executed by 2 nd defendant and others in favour of Dr.N.Bhagavandas in Doc.No.3432/1995,

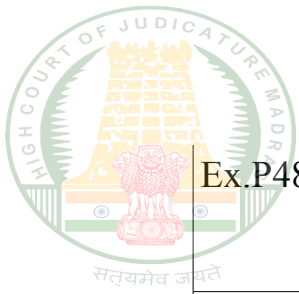


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	dated 23.03.1995.
Ex.P25	Certified copy of the sale deed executed by 2 nd defendant and others in favour of 1 st Plaintiff in Doc.No.3435/1995, dated 24.03.1995.
Ex.P26	Certified copy of the sale deed executed by 2 nd defendant and others in favour of 1 st Plaintiff in Doc.No.3436/1995, dated 24.03.1995.
Ex.P27	Certified copy of the sale deed executed by 2 nd Plaintiff and others in favour of 3 rd Defendant in Doc.No.3437/1995, dated 24.03.1995.
Ex.P28	Certified copy of the sale deed executed by 2 nd defendant and others in favour of 1 st Plaintiff in Doc.No.3438/1995, dated 24.03.1995.
Ex.P29	Certified copy of the sale deed executed by 2 nd defendant and others in favour of 1 st Plaintiff in Doc.No.3439/1995, dated 24.03.1995.
Ex.P30	Certified copy of the sale deed executed by 2 nd Plaintiff and others in favour of 3 rd Defendant in Doc.No.3440/1995, dated 24.03.1995.
Ex.P31	Certified copy of the sale deed executed by 2 nd defendant and others in favour of 5 th Defendant in Doc.No.3441/1995, dated 24.03.1995.
Ex.P32	Certified copy of the sale deed executed by 2 nd Plaintiff and others in favour of 2 nd Defendant in Doc.No.3442/1995, dated 24.03.1995.
Ex.P33	Certified copy of the sale deed executed by 2 nd Plaintiff and others in favour of 1 st defendant in Doc.No.3443/1995, dated 24.03.1995.
Ex.P34	Certified copy of the sale deed executed by 2 nd defendant and others in favour of 1 st Plaintiff in Doc.No.3444/1995, dated 24.03.1995.
Ex.P35	Certified copy of the sale deed executed by 2 nd Plaintiff and others in favour of 1 st Defendant in Doc.No.3445/1995, dated 24.03.1995.



Ex.P36	Certified copy of the sale deed executed by 2 nd Plaintiff and others in favour of 3 rd defendant in Doc.No.3446/1995, dated 24.03.1995.
Ex.P37	Certified copy of the sale deed executed by 2 nd defendant and others in favour of 1 st Plaintiff in Doc.No.3452/1995, dated 25.04.1995.
Ex.P38	Certified copy of the sale deed executed by 2 nd Plaintiff and others in favour of 4 th defendant in Doc.No.3801/1995, dated 31.03.1995.
Ex.P39	Certified copy of the sale deed executed by 2 nd Plaintiff and others in favour of 6 th Defendant in Doc.No.3802/1995, dated 31.03.1995.
Ex.P40	Certified copy of the sale deed executed by 2 nd Plaintiff and others in favour of 4 th defendant in Doc.No.3803/1995, dated 31.03.1995.
Ex.P41	Certified copy of the sale deed executed by 2 nd Plaintiff and others in favour of 3 rd defendant in Doc.No.3804/1995, dated 31.03.1995.
Ex.P42	Certified copy of the sale deed executed by 2 nd Plaintiff and others in favour of 4 th defendant in Doc.No.3805/1995, dated 03.05.1995.
Ex.P43	Certified copy of the sale deed executed by 2 nd Plaintiff and others in favour of 4 th defendant in Doc.No.3806/1995, dated 03.05.1995.
Ex.P44	Certified copy of the sale deed executed by 2 nd Plaintiff and others in favour of 6 th defendant in Doc.No.3807/1995, dated 03.05.1995.
Ex.P45	Certified copy of the sale deed executed by 2 nd Plaintiff and others in favour of 7 th defendant in Doc.No.3808/1995, dated 03.05.1995.
Ex.P46	Certified copy of the sale deed executed by 2 nd Plaintiff and others in favour of 4 th defendant in Doc.No.3809/1995.
Ex.P47	Certified copy of the sale deed executed by 2 nd Defendant and others in favour of Nisha Prita Kakumanu in Doc.No.3810/1995.



Ex.P48	Certified copy of the sale deed executed by 2 nd Defendant and others in favour of Tara Keerthi Kakumanu in Doc.No.3811/1995, dated 10.05.1995.
Ex.P49	Certified copy of the sale deed executed by 2 nd Defendant and others in favour of Tara Keerthi Kakumanu in Doc.No.3812/1995, dated 10.05.1995.
Ex.P50	Certified copy of the sale deed executed by 2 nd Defendant and others in favour of Nisha Prita Kakumanu in Doc.No.3813/1995, dated 10.05.1995.
Ex.P51	Certified copy of the sale deed executed by 2 nd Defendant and others in favour of 2 nd Plaintiff in Doc.No.3814/1995, dated 03.05.1995.
Ex.P52	Certified copy of the sale deed executed by 2 nd Defendant and others in favour of 2 nd Plaintiff in Doc.No.3815/1995, dated 03.05.1995.
Ex.P53	Certified copy of the sale deed executed by 2 nd Defendant and others in favour of 2 nd Plaintiff in Doc.No.3816/1995, dated 03.05.1995.
Ex.P54	Certified copy of the sale deed executed by 2 nd Defendant and others in favour of 2 nd Plaintiff in Doc.No.3841/1995, dated 03.05.1995.
Ex.P55	Certified copy of the sale deed executed by 2 nd Defendant and others in favour of 2 nd Plaintiff in Doc.No.3857/1995, dated 03.05.1995.
Ex.P56	Certified copy of the sale deed executed by 2 nd Defendant and others in favour of 2 nd Plaintiff in Doc.No.3858/1995, dated 03.05.1995.
Ex.P57	Certified copy of the sale deed executed by 2 nd Plaintiff and others in favour of 2 nd Defendant in Doc.No.3859/1995, dated 10.05.1995.
Ex.P58	Certified copy of the sale deed executed by 2 nd Plaintiff and others in favour of 2 nd Defendant in Doc.No.3860/1995, dated 10.05.1995.
Ex.P59	Certified copy of the sale deed executed by 2 nd Plaintiff and others

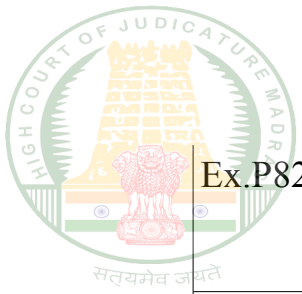


	in favour of 6 th Defendant in Doc.No.3861/1995, dated 31.03.1995.
Ex.P60	Certified copy of the sale deed executed by 2 nd Plaintiff and others in favour of 2 nd Defendant in Doc.No.3862/1995, dated 31.03.1995.
Ex.P61	Certified copy of the sale deed executed by 2 nd Plaintiff and others in favour of 1 st Defendant in Doc.No.3863/1995, dated 31.03.1995.
Ex.P62	Certified copy of the sale deed executed by 2 nd Defendant and others in favour of 8 th Defendant in Doc.No.3864/1995, dated 25.04.1995.
Ex.P63	Certified copy of the sale deed executed by 2 nd Plaintiff and others in favour of 6 th Defendant in Doc.No.3865/1995, dated 25.04.1995.
Ex.P64	Certified copy of the sale deed executed by 2 nd Plaintiff and others in favour of 9 th Defendant in Doc.No.3866/1995, dated 25.04.1995.
Ex.P65	Certified copy of the sale deed executed by 2 nd defendant and others in favour of 10 th Defendant in Doc.No.3867/1995, dated 03.05.1995.
Ex.P66	Certified copy of the sale deed executed by 2 nd Plaintiff and others in favour of 6 th Defendant in Doc.No.3868/1995, dated 03.05.1995.
Ex.P67	Certified copy of the sale deed executed by 2 nd Plaintiff and others in favour of 6 th Defendant in Doc.No.3869/1995, dated 03.05.1995.
Ex.P68	Certified copy of the sale deed executed by 2 nd Plaintiff and others in favour of 1 st Defendant in Doc.No.3870/1995, dated 10.05.1995.
Ex.P69	Certified copy of the sale deed executed by 2 nd Defendant and others in favour of 1 st Plaintiff in Doc.No.3872/1995, dated 24.03.1995.
Ex.P70	Certified copy of the sale deed executed by 2 nd Defendant and others in favour of 1 st Plaintiff in Doc.No.3954/1995, dated

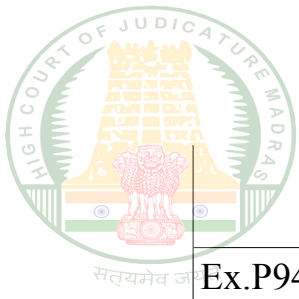


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	24.03.1995.
Ex.P71	Certified copy of the sale deed executed by 2 nd Defendant and others in favour of 1 st Plaintiff in Doc.No.3955/1995, dated 31.03.1995.
Ex.P72	Certified copy of the sale deed executed by 2 nd Defendant and others in favour of 1 st Plaintiff in Doc.No.3956/1995, dated 31.03.1995.
Ex.P73	Certified copy of the sale deed executed by 2 nd Defendant and others in favour of 1 st Plaintiff in Doc.No.3957/1995, dated 31.03.1995.
Ex.P74	Certified copy of the sale deed executed by 2 nd Defendant and others in favour of 1 st Plaintiff in Doc.No.3958/1995, dated 31.03.1995.
Ex.P75	Certified copy of the sale deed executed by 2 nd Defendant and others in favour of 1 st Plaintiff in Doc.No.3959/1995, dated 31.03.1995.
Ex.P76	Certified copy of the sale deed executed by 2 nd Defendant and others in favour of Miakhan in Doc.No.3960/1995, dated 10.05.1995.
Ex.P77	Certified copy of the sale deed executed by 2 nd Defendant and others in favour of 1 st Plaintiff in Doc.No.3961/1995, dated 31.03.1995.
Ex.P78	Certified copy of the sale deed executed by 2 nd Defendant and others in favour of 2 nd Plaintiff in Doc.No.3962/1995, dated 03.05.1995.
Ex.P79	Certified copy of the sale deed executed by 2 nd Defendant and others in favour of 1 st Plaintiff in Doc.No.3963/1995, dated 31.03.1995.
Ex.P80	Certified copy of the sale deed executed by 2 nd Defendant and others in favour of 2 nd Plaintiff in Doc.No.3964/1995, dated 03.05.1995.
Ex.P81	Certified copy of the sale deed executed by 2 nd Defendant and others in favour of 2 nd Plaintiff in Doc.No.3965/1995, dated 10.05.1995.



Ex.P82	Certified copy of the sale deed executed by 2 nd Defendant and others in favour of 1 st Plaintiff in Doc.No.3966/1995, dated 25.04.1995.
Ex.P83	Certified copy of the sale deed executed by 2 nd Defendant and others in favour of 1 st Plaintiff in Doc.No.3967/1995, dated 25.04.1995.
Ex.P84	Certified copy of the sale deed executed by 2 nd Defendant and others in favour of 1 st Plaintiff in Doc.No.3968/1995, dated 25.04.1995.
Ex.P85	Certified copy of the sale deed executed by 2 nd Defendant and others in favour of 1 st Plaintiff in Doc.No.3969/1995, dated 31.03.1995.
Ex.P86	Certified copy of the sale deed executed by 2 nd Defendant and others in favour of 1 st Plaintiff in Doc.No.3970/1995, dated 31.03.1995.
Ex.P87	Certified copy of the sale deed executed by 2 nd Defendant and others in favour of 1 st Plaintiff in Doc.No.3971/1995, dated 31.03.1995.
Ex.P88	Certified copy of the sale deed executed by 2 nd Defendant and others in favour of 1 st Plaintiff in Doc.No.3972/1995, dated 31.03.1995.
Ex.P89	Certified copy of the sale deed executed by 2 nd Defendant and others in favour of 1 st Plaintiff in Doc.No.3973/1995, dated 10.05.1995.
Ex.P90	Certified copy of the sale deed executed by 2 nd Defendant and others in favour of 1 st Plaintiff in Doc.No.3974/1995, dated 10.05.1995.
Ex.P91	Certified copy of the sale deed executed by 2 nd Defendant and others in favour of 1 st Plaintiff in Doc.No.3975/1995, dated 10.05.1995.
Ex.P92	Certified copy of the sale deed executed by 2 nd Defendant and others in favour of 1 st Plaintiff in Doc.No.3976/1995, dated 10.05.1995.
Ex.P93	Certified copy of the sale deed executed by K.Shantha and



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	K.Ramagopal in favour of Plaintiffs in Doc.No.4456/2006, dated 16.11.2006.
Ex.P94	Certified copy of the sale deed executed by C Jayanth Bhoopal in favour of 1 st Plaintiff in Doc.No.4743/2006, dated 04.12.2006.
Ex.P95	Photocopy of the Rough Sketch
Ex.P96 Series) (230 Nos)	Original Payment Voucher/Receipts/Cheques paid by the Plaintiff between periods 1987 to 2003
Ex.P97	Printout of the judgment in O.S.No.12594 of 2010 dated 29.03.2019 (Certificate under Section 65B of Indian evidence Act dated 01.04.2025 filed for Ex.P97
Ex.P98	Certified copy of the sale deed dated 15.05.2023 registered as Doc.No.2117/2023 executed by the 5 th defendant in favour of the plaintiff.
Ex.P99	Certified copy of the sale deed dated 19.10.2022 registered as Doc.No.4572 of 2022 executed by the 10 th defendant in favour of the 1 st plaintiff.

List of witnesses examined on the side of the defendant:

NIL

List of documents marked on the side of the defendant:

NIL

23.06.2025

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C.S.No.576 of.



K.KUMARESH BABU.J.,

Pbn

Pre-Delivery Judgment in
C.S.No.576 of 2019
& O.A.No.893 of 2019

23.06.2025

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