



WEB COPY

C.S.No.274 of.



IN THE HIGH COURT OF JUDICATURE AT MADRAS

RESERVED ON 19.02.2025	PRONOUNCED ON 30.04.2025
---------------------------	-----------------------------

CORAM :

THE HON'BLE MR.JUSTICE K.KUMARESH BABU

C.S.No.274 of 2024

1.Young Men's Christian Association,
A Registered Society (15/1890)
Rep., by their General Secretary,
P.Asir Pandian,
No.223, N.S.C., Bose Road,
Chennai – 600 001.

2.B.Ravikumar David
Full Member & Trustee,
YMCA Madras Trust,
No.223, N.S.C., Bose Road,
Chennai – 600 001.

3.T.Isaiah Kumar
Full Member & Trustee,
YMCA Madras Trust,
No.223, N.S.C., Bose Road,
Chennai – 600 001.

... Plaintiffs

vs.

M/s.Brigade Enterprises Ltd.,
A Registered Company,
Rep., by their Executive Director,
29th & 30th Floors, World Trade Center,
World Gateway Campus,



No.26/1, Dr.Rajkumar Road,
Malleswaram, Rajaji Nagar,
Bengaluru – 560 055.

... Defendant

Prayer : Civil Suit filed under Order IV Rule 1 of the O.S., Rules read with Section 92(1)(f) & Order VII Rule 1 of CPC to pass a decree and judgment as follows:-

a) to grant permission to the first plaintiff to execute lease deed for the “B” Schedule Plaintiff Property in favour of the defendant for a term of 45 years, for the purpose of making commercial and for hotel development, by totally constructing about 16.50 lakhs sq.ft., on the “B” Schedule Plaintiff Property;

b) for such or other relief as this Court deems fit and proper under the circumstances of the suit.

For Plaintiffs : Mr.AR.L.Sundaresan Sr. Counsel for
for Mr.V.R.Thangavelu

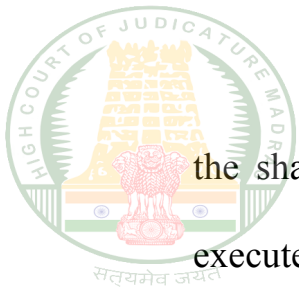
For defendant : Mr.C.Manishankar Sr., Counsel
for M/s.Apoorva S. Vinjamur

J U D G M E N T

This instant suit has been filed to grant permission to the first plaintiff to execute lease deed in respect of ‘B’ schedule plaintiff property in favour of the defendant for a term of 45 years, for the benefit of the first plaintiff.

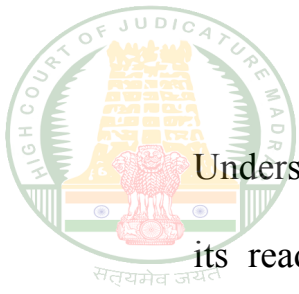


2) The case of the plaintiffs is that the first plaintiff is a society registered in the year 1890, bearing Registration No.15 of 1890. The primary objective of the first plaintiff is to promote and foster the development of the human personality of young people in thought and action, modeled on the personality of Jesus Christ, along with related activities. The first plaintiff society is administered by a board comprising 22 directors and has several branches in and around Chennai. In addition, the society owns two schools. The first plaintiff owns 21 acres of land situated in Kottivakkam Village. Out of this, only 6.85 acres is the subject matter of the present suit and is referred to as the Schedule 'B' property. The remaining extent of land has already been dealt with by the first plaintiff. The defendant is a public limited company with a market capitalization of approximately Rs.30,000 crores and is a leading property developer in South India, having successfully completed various residential and commercial projects across the region. The first plaintiff entered into a Memorandum of Understanding (MoU) with the defendant on 21.12.2023 for the construction of a commercial building to an extent of 14.85 lakh sq.ft., at an estimated cost of Rs.600 crores. The parties also agreed that the said property would be leased to the defendant for a period of 45 years. Subsequently, due to changes in the total extent of land, the built-up area, and



the sharing ratio, came to be varid and hence, a Supplementary MoU was executed on 18.10.2024. Since execution of the lease deed in favour of the defendant requires prior permission from this Hon'ble Court, the plaintiffs have filed the present suit seeking permission to execute the lease deed in respect of the Schedule 'B' property.

3) The case of the defendant is that it is a listed public limited company incorporated under the Companies Act, 1956, and is one of the leading real estate developers in India, with a significant presence across South India. The defendant is a solvent entity with a market capitalization of approximately Rs.30,000 crores and has already developed or is in the process of developing over 280 buildings throughout South India. Additionally, the defendant has undertaken several commercial and residential real estate projects in major cities across India. The defendant admits that it had approached the first plaintiff with a proposal to develop the property more fully described in Schedule 'B' to the plaint into a commercial office space and hotel complex, through the execution of a lease deed for a period of 45 years. Pursuant thereto, the defendant and the first plaintiff entered into a Memorandum of Understanding dated 21.12.2023 and a Supplementary Memorandum of



Understanding dated 18.10.2024 in this regard. The defendant has expressed its readiness and willingness to develop the Schedule 'B' property, either directly or through one of its subsidiaries, in accordance with the terms of the said MoU and Supplementary MoU. The defendant submits that the commercial interests of both parties would be best served by proceeding with the proposed development. Accordingly, the defendant agrees that the suit may be decreed as prayed for.

4) On the side of the plaintiffs, the General Secretary of the first plaintiff has been examined as PW1 and marked Ex.P1 to Ex.P12. On the side of the defendant, the Associate General Manager-Legal of the defendant has been examined as DW1 and marked Ex.D1.

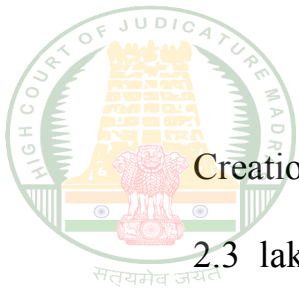
5) Heard, Mr.A.R.L.Sundaresan, learned Senior Counsel appearing for Mr.V.R.Thangavelu, learned Counsel appearing for the plaintiffs and Mr.C.Manishankar, learned Senior Counsel appearing for Mr.Apoorna S.Vinjamur, learned Counsel appearing on behalf of the Sole defendant.

6) Mr.A.R.L.Sundaresan, the learned Senior counsel appearing for the



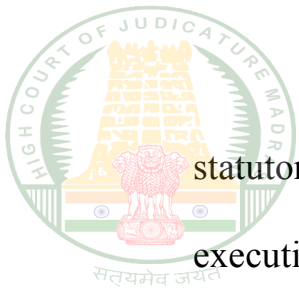
plaintiffs submits that the first plaintiff is a registered society, established with the objective of developing the human personality of young people, modeled on the personality of Jesus Christ, and to carry out related activities. A copy of the Memorandum and Articles of Association is marked as Ex.P1. He further submits that the first plaintiff has several branches in and around Chennai. Additionally, the society owns and operates two schools—one at Fort St. George and the other at Kottivakkam. He further submitted that the first plaintiff owns 21 acres of land at Kottivakkam Village, which was originally intended for development. Out of this, in respect of 10 acres permission was granted for development by this Hon'ble Court in C.S. No. 862 of 2003. This land was subject to litigation. In Civil Appeals Nos. 1798 to 1800 of 2013 and 1801 to 1803 of 2013, the Hon'ble Supreme Court directed the parties to abide by the terms of the Memorandum of Understanding dated 14.11.2015. A web copy of the order is marked as Ex.P2.

7) He further submits that a lease deed dated 20.04.2017 was executed in favour of M/s. Crystal Creations (India) Private Limited in respect of about 5 acres. Additionally, with the permission of this Hon'ble Court in C.S. No. 107 of 2019, another lease deed was executed in favour of M/s. Crystal



Creations (India) Private Limited for 2.5 acres, in exchange for construction of 2.3 lakh sq.ft. in the remaining 13.5 acres of land belonging to the first plaintiff. A web copy of the order passed in C.S. No. 107 of 2019 is marked as Ex.P3. He further submits that the first plaintiff has executed two gift deeds in favour of the Greater Chennai Corporation for Open Space Reservation (OSR) and Link Road (LR), vide Document Nos. 2399 and 2400 of 2021, covering extents of 2.10 acres and 20.73 cents respectively. These are marked as Ex.P4 and Ex.P5.

8) He further submits that the defendant is a public limited company and a leading property developer in South India, with several completed residential and commercial projects to its credit across various locations. He states that after due inspection and inquiry, the Building Committee of the first plaintiff recommended the defendant to the Board of Directors. Pursuant to this recommendation and after conducting board meetings, the first plaintiff and the defendant entered into a Memorandum of Understanding on 21.12.2023 for the construction of approximately 14.85 lakh sq.ft. and to lease 8.40 acres of land out of the Schedule 'A' property, which is the residue after land was gifted for OSR and LR. A copy of the said Memorandum of Understanding is marked as Ex.P8. He further submits that when the first plaintiff approached the



statutory authorities for subdivision of the land, the authorities directed the execution of an additional gift deed. Accordingly, the first plaintiff executed another gift deed in favour of the Greater Chennai Corporation on 23.07.2024 for Public Purpose I and II, vide Document No.2314 of 2024, which is marked as Ex.P10. As a consequence of this gift deed and the need to provide an additional access to the land, the extent of the proposed lease land was reduced by 155 cents. Consequently, a Supplementary Memorandum of Understanding was entered into between the first plaintiff and the defendant on 18.10.2024, reflecting the changes in built-up area, leased land extent, and sharing ratio, which is marked as Ex.P12.

9) He further contends that the first plaintiff has already commenced construction of various service-oriented projects such as a Destitute Home, Working Women's Hostel, and others. He states that the construction costs are proposed to be met from the refundable deposit to be received from the defendant. Additionally, as per the Memorandum of Understanding, the rental income generated from the lease can be utilized by the first plaintiff from the sixth year onwards, which would aid in completing several other ongoing and planned service projects. He further submits that as per the Memorandum of Understanding, on expiry of the lease period, the defendant shall hand over the



leasehold property along with the building constructed to the first plaintiff on an “as-is where-is” basis. Since the execution of the lease deed in favour of the defendant requires prior permission from this Hon’ble Court, the plaintiffs have filed the present suit seeking such permission to execute the lease deed in respect of the Schedule ‘B’ property. Hence, he prays that the suit be decreed as prayed for.

10) Supporting the arguments of the learned Senior counsel for the plaintiff, Mr.C.Manishankar, learned Senior Counsel for the defendant submits that the defendant, is a reputed public limited company, with a strong presence in South India’s real estate sector, had approached the first plaintiff to develop the Schedule ‘B’ property into a commercial office and hotel complex through a 45-year lease. Pursuant to this, both parties entered into a Memorandum of Understanding dated 21.12.2023 and a Supplementary MoU dated 18.10.2024. He further submits that the defendant expressed its readiness to develop the property, either directly or through its subsidiary, and submits that the commercial interests of both parties would be served by the proposed development. Therefore, he agrees to the suit being decreed as prayed for.

11) Considered the arguments of the learned Senior counsels appearing



on behalf of the respective parties and perused the materials available on record.

WEB COPY

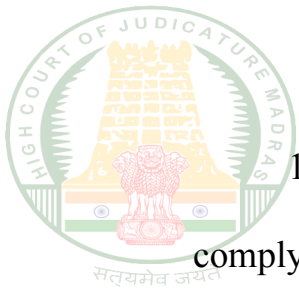
12) From the pleadings and the documentary evidence on record, it is clear that the first plaintiff, a registered society (Ex.P1), is engaged in educational and charitable activities with a well-established administrative structure. The society owns 21 acres of land in Kottivakkam Village, of which certain portions were already dealt with through prior permissions of this Hon'ble Court and other competent authorities. Notably, 10 acres were developed pursuant to the directions of the Hon'ble Apex Court based on a Memorandum of Understanding dated 14.11.2015 (Ex.P2), and a lease deed was executed for 5 acres on 20.04.2017 in favour of M/s. Crystal Creations India Pvt. Ltd. Additionally, permission was obtained from this Court in C.S.No.107 of 2019 for leasing another 2.5 acres (Ex.P3).

13) To comply with statutory requirements and in the public interest, the first plaintiff executed gift deeds for OSR and LR purposes in favour of the Greater Chennai Corporation, as evidenced by Ex.P4 and Ex.P5. Further, the society entered into a Memorandum of Understanding dated 21.12.2023 (Ex.P8) with the defendant, a reputed and solvent public limited company, to



develop approximately 14.85 lakh sq.ft. of commercial space and lease 8.40 acres of land. The extent of leasehold was later revised following another gift deed to the Corporation on 23.07.2024 (Ex.P10), reducing the lease area by 155 cents. Accordingly, a Supplementary MoU was executed on 18.10.2024 to reflect the revised terms (Ex.P12).

14) It is also been affirmed that the refundable deposit and rental income under this lease will be utilised by the first plaintiff to construct and maintain welfare projects such as a Destitute Home and Working Women Hostel. Further, the leasehold property along with building constructed will be handed over to the first plaintiff on the expiry of the lease period without demur apart from entitling the society for lease rentals during the lease period, which would benefit the first plaintiff. This Court is satisfied that the Memorandum of Understanding under Ex.P.8 and the subsequent supplemental Memorandum of Understanding under Ex.P.12 would help the first plaintiff in fulfilling its objects under Ex.P.1 that too without parting with property and putting to be a better use to the fullest extent and hence this Court finds no impediment in ordering the suit permitting the first plaintiff to enter into a lease agreement with the defendant.



C.S.No.274 of.



15) In fine the suit is decreed as prayed for. The parties are directed to comply with the terms of Memorandum of Understanding in its true spirit. However, there shall be no order as to costs.

30.04.2025

Index : Yes / No
Internet : Yes / No
Pbn

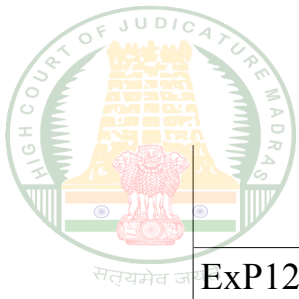
**List of witnesses examined on the side of the plaintiffs:**

PW1- Mr.P.Asir Pandian

WEB COPY

List of documents marked on the side of the plaintiff:

Exp1	Printout of the first plaintiff's memorandum of Association and Articles	
Exp2	Web copy of the order passed in CA.Nos.1798 to 1800 of 2013 dated 02.05.2016	
Exp3	Web copy of the order passed in CS.No.107 of 2019 dated 13.02.2019	
Exp4	Photocopy of the OSR Gift Deed made by the 1 st plaintiff to Greater Chennai Corporation dated 19.08.2021.	
Exp5	Photocopy of the link road gift deed made by the 1 st plaintiff to Greater Chennai Corporation dated 19.08.2021.	
Exp6	True copy of the first plaintiff's resolution of the board of directors dated 18.12.023	
Exp7	True copy of the minutes of the board of trustees of Madras YMCA, dated 18.12.2023.	
Exp8	Photocopy of the memorandum of understanding agreement between the 1 st plaintiff and the defendant dated 21.12.2023.	
Exp9	The true copy of the extract of the minutes of resolution of the board of trustees of YMCA Madras Trust dated 22.07.2024.	
Exp10	The photocopy of the gift deed for public purpose I & II in Doc.No.2314 of 2024 by first plaintiff dated 23.07.2024.	
Exp11	True copy of the extract of the minutes of	



WEB COPY

C.S.No.274 of.



	resolution of the board of directors of first plaintiff dated 04.10.2024	
ExpP12	The photocopy of the supplementary memorandum of understanding between the 1 st plaintiff and the defendant dated 18.10.2024.	

List of witnesses examined on the side of the defendant:

DW1- Mrs.Sheeja

Ex.D1	The extract of the Board Resolution dated 16.08.2024	
-------	--	--

30.04.2025

Index : Yes / No
Internet : Yes / No
Pbn



WEB COPY



C.S.No.274 of.

K.KUMARESH BABU.J.,

Pbn

C.S.No.274 of 2024

30.04.2025