



C.R.P(MD)Nos.860 of 2025

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BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: 17.04.2025

CORAM

THE HON'BLE MR.JUSTICE R.VIJAYAKUMAR

C.R.P(MD)No.860 of 2025

and

C.M.P(MD)No.4609 of 2025

Thiyagu

... Petitioner

Vs.

Sri Vyasaraaja Mutt Sosalae,
Karnataka,
by its Present Pontiff,
Represented by Power Agent,
G.Raghavendran,
T.S.P.Periya Theru,
Kumbakonam.

... Respondent

PRAYER : Civil Revision Petition is filed under Article 227 of Constitution of India to set aside the order in E.A.No.1 of 2024 in E.P.No.20 of 2024 in O.S.No.626 of 2004, dated 19.02.2025 on the file of the Principal District Munsif Court, Kumbakonam and allow this Civil Revision Petition.

For Petitioner : Mr.R.Ponkarthikeyan
For Respondent : Mr.P.R.Krishnaraj



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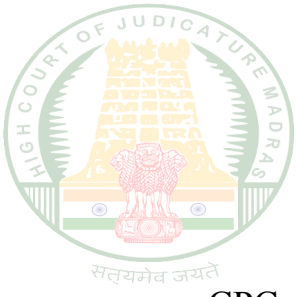
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ORDER

The judgment debtor in O.S.No.626 of 2004 on the file of the Principal District Munsif Court, Kumbakonam has filed the present revision petition challenging the dismissal of his application filed under Section 47 of the Civil Procedure Code, 1908.

2. A perusal of the records reveal that the respondent Mutt along with one Vadivel Achari have filed the present suit for ejecting the revision petitioner. The suit was decreed by the Trial Court on 31.10.2012. The revision petitioner herein has filed A.S.No.3 of 2013 before the Principal Sub Court, Kumbakonam. The appeal was dismissed on 25.07.2013.

3. The first plaintiff / decree holder had filed E.P.No.20 of 2024 to execute the decree for recovery of possession. Pending the said application, the tenant had filed E.A.No.1 of 2024 under Section 47 of



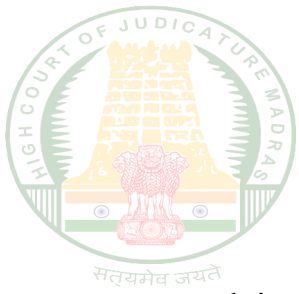
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CPC. According to the revision petitioner, after the ejectment decree was confirmed by the First Appellate Court, he had entered into a compromise agreement with the second plaintiff, namely, Vadivel Achari and he had paid a sum of Rs.3,00,000/- to him for the purposes of continuing the tenancy with the Mutt. He had also agreed to pay the rent regularly to the Mutt. In view of the fact that the revision petitioner has entered into an agreement with the second plaintiff / decree holder, subsequent to the decree, the decree has become inexecutable.

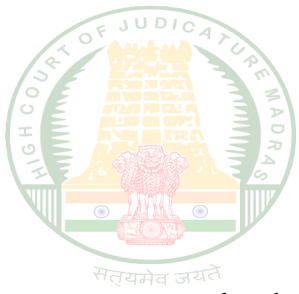
4. The Executing Court after considering the said document, dated 25.12.2013, has arrived at a finding that the said document has not been proved in accordance with law and has proceeded to order delivery after dismissing the application filed under Section 47 of CPC. Challenging the same, the present revision petition has been filed.

5. According to the learned Counsel appearing for the revision petitioner, the second plaintiff is also the power agent of the first



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plaintiff, namely, the Mutt. Therefore, the agreement entered into with the second plaintiff on 25.12.2013 would also bind the first plaintiff / Mutt, who has filed the execution proceedings. The Mutt has already received a sum of Rs.3,00,000/- for renewing the lease in favour of the revision petitioner. Since there was some kind of adjustment between the parties after the passing of the ejectment decree, the present decree has become inexecutable. He further contended that after passing away of the said Vadivel Achari, the Mutt has filed the suit in O.S.No.224 of 2023 as against the legal heirs of Vadivel Achari contending that the lease agreement in favour of Vadivel Achari is a voidable document and it is not enforceable and or it is liable to be cancelled. Further they also prayed for cancellation of the lease deed, dated 20.10.1987 from the books of the Registration Department. Therefore, according to him, the suit in O.S.No.626 of 2004 was filed on the premise that Vadivel Achari, namely, the second plaintiff is having a lease in his favour for a period of 99 years. After the said Vadivel Achari has passed away, the Mutt has taken a different stand and has sought for a declaration that the said lease



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deed for a period of 99 years is null and void. Therefore, the present decree is inexecutable.

6. Per contra, the learned Counsel appearing for the respondent Mutt had contended that the alleged compromise agreement entered into between the revision petitioner and the second plaintiff, namely, Vadivel Achari has not been proved before the Court. That apart, any out of Court settlement after the decree has to be certified by the Court as contemplated under Section XXI, Rule 2 of CPC. When the present revision petitioner has filed O.S.No.32 of 2004 as against third parties to protect his possession, the alleged agreement, dated 25.12.2013 has not been referred to. Therefore, it is clear that such a document has been created only for the purposes of filing an application under Section 47 of CPC.

7. Heard the learned Counsels on either side and perused the materials available on record.



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8. Admittedly, the revision petitioner has suffered an order of ejectment in O.S.No.626 of 2004 which has been confirmed by the First Appellate Court on 25.07.2013. The only defence on the side of the revision petitioner is that, after the dismissal of his first appeal, he has entered into an agreement on 25.12.2013 with the original lessee of the Mutt, after paying a sum of Rs.3,00,000/-. Therefore, there is an out of Court settlement after the decree for ejectment.

9. As per Order XXI, Rule 2 of CPC, any out of Court settlement entered into between the parties, after the decree, has to be certified by the Court. In the present case, the document was not placed before the Court immediately after the alleged agreement for being certified by the Court. Only when execution proceedings were laid by the Mutt in the year 2024, the alleged compromise agreement has been filed along with Section 47 application. Therefore, the Trial Court has chosen to rightly reject the said agreement and has proceeded to order delivery.



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10. Considering the fact that the revision petitioner is running a goldsmith shop in the premises for so many years, time is granted till **31.08.2025** to vacate and hand over vacant possession to the respondent Mutt. The petitioner is always at liberty to raise his defences in O.S.No. 224 of 2023 on the file of the Additional District Munsif Court, Kumbakonam.

11. In view of the above said deliberations, this Court does not find any merits to entertain the said application. Hence, this Civil Revision Petition stands dismissed. There shall be no order as to costs. Consequently, connected Miscellaneous Petition stands closed.

17.04.2025

NCC	:	Yes / No
Index	:	Yes / No
Internet	:	Yes
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To

The Principal District Munsif Court,
Kumbakonam.



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R.VIJAYAKUMAR, J.

BTR

Order made in
C.R.P(MD)No.860 of 2025

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