



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 28-01-2026

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THE HON'BLE MR JUSTICE SENTHILKUMAR RAMAMOORTHY

C.S(COMM DIV) No. 53 of 2021

and C.S.(Comm.Div.) No.341 of 2025

C.S.(Comm.Div.) No.53 of 2021:

Vgn Projects Estates Private Limited
(formerly Known As Vgn Property Developers
Pvt Limited)

Represented By Its Authorized Signatory
Mr.A.Rangappan Having Its Office At
No.153, Wallace Garden 2nd St.,
Nungambakkam, Chennai 8

..Plaintiff

Vs

Vgn Stafford Flat Owners Welfare Association
(vgn Sfowa) Vide Regn.No.209/2017
Represetned By Its President Having Its Office At
Vgn Stafford, Sudharasana St.,, Thirumalaivasan
Nagar, Thirumullaivoyal, Chennai 62

C.S.(Comm.Div.) No.341 of 2025:

..Defendant

VGN Stafford Flat Owners Welfare Association
Represented by its President Mr. V. Madhan



Mohan Raj Having its registered office at VGN
Stafford Sudharasana Street Thirumalaivasan
Nagar Thirumullaivoyal Chennai 600 062

..Plaintiff

Vs.

VGN Projects Estates Private Limited Formerly
known as VGN Property Developers Private
Limited)

Rep by its Managing Director,
Mr.Pratish Vedhapudi,
having its Office at
Y-222, VGN KImberly Towers,
2nd Avenue, Anna Nagar,
Chennai-600040

..Defendant

PRAYER in C.S.(Comm.Div.) No.53 of 2021: Plaint filed under Order VII
Rule 1 CPC Read With Order IV Rule 1 of O.S.Rules, praying to the judgment
and decree as follows:

(a) Directing the defendant to pay the plaintiff a sum of Rs.2,41,85,458/-
being the total maintenance charges payable to the plaintiff which is inclusive of
the total maintenance charges collected as on date by the defendant in violation
of the agreement unpaid maintenance charges other dues form the members/flat
owners of “VGN STAFFORD” residential complex by breaching the terms of



the agreement dated 21.10.2019 along with future interest at the rate of Rs.18% per annum thereon from the date of the Complaint till realization.

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(b) For permanent injunction restraining the defendant, their men, agents, servants or anyone authorized by them from in any manner, collecting or demanding the maintenance charges from the members / flat owners of “VGN STAFFORD” residential complex for the periods from August 2021 to October 2021 and thereby continue violating the plaintiff’s right to collect the same as per the maintenance agreement dated 21.10.2019.

(c) For permanent injunction restraining the defendant from awarding the contract for maintenance of the “VGN STAFFORD” residential complex to any third party during the subsistence of maintenance agreement dated 21.10.2019.

(cc) To declare that the Terminator Noteri dated 26.08.2006 issued by the defendant cancelling the plaintiff’s maintenance agreement dated 21.10.2019 is non-est in law, null and void and not binding in the plaintiff’s maintenance rules.

(ccc) For permanent injunction restraining the defendant, their men, agents, servants, or any one claiming under them in any manner disturbing or interfering with the plaintiff’s maintenance rules for “VGN STAFFORD” situated at Thirumullaivoyal.



PRAYER in C.S.(Comm.Div.) No.341 of 2025: **Plaint filed under Order VII**

Rule 1 CPC Read With Order IV Rule 1 of O.S.Rules, praying to the judgment and decree as follows:

(a) Direct the defendant to pay the Plaintiffs a sum of Rs.3,53,74,175/- being the Corpus Fund collected by the defendant from the members of the plaintiff association at the rate of Rs.25 per sq.ft of the constructed area (including common areas) along with future interest at the rate of 18% p.a thereon from the date of filing plaint till the date of realization.

(b) Direct the defendant to pay the plaintiff a sum of Rs.17,62,979/- being the electricity bill payable by the defendant for the period 01.05.2021 to 26.08.2021 which was paid by the plaintiff.

(c) For a mandatory injunction directing the defendant to handover to plaintiff, all the structural designs of buildings, electrical and plumbing design/blueprint, lift and STP licenses, and other approvals related documents pertaining to VGN STAFFORD project located at Sudharasana Street, Thirumalaivasan Nagar, Thirumullaivoyal, Chennai – 600 062.

(d) For the cost of the suit.



C.S.(Comm.Div.) No.341 of 2025:

For Plaintiff(s): Ms.P.Alamelu Saruthri
For Defendant(s): Mr.P.R.Raman, Senior Advocate
for M/s.A.Umasankar

C.S.(Comm.Div.) No.53 of 2021:

For Plaintiff(s): Mr.P.R.Raman, Senior Advocate
for M/s.A.Umasankar
For Defendant(s): Ms.P.Alamelu Saruthri

COMMON JUDGMENT

C.S.(Comm.Div.) No.53 of 2021 was filed by the developer, VGN Projects Estates Private Limited (VGN Projects) for recovery of maintenance and related matters. C.S.(Comm.Div.) No.341 of 2025 was filed by the VGN STAFFORD Flat Owners' Welfare Association (the Flat Owners Association). Disputes relating to both suits were settled by the parties. The parties have executed memorandum of understanding dated 12.01.2026 in respect thereof. The said memorandum of understanding has been executed by A.Rangappan, Authorised Signatory of VGN Projects, and by 7 office bearers of the Flat Owners Association. A.Rangappan is present in person on behalf of VGN Projects. On behalf of the office bearers of the Flat Owners Association, T.Yuvaraj, President, and A.Yesuraj, Secretary, are present.



2. In terms of the memorandum of understanding, VGN Projects has agreed to pay a sum of Rs.1,00,00,000/- towards refund of Corpus Fund as a one time, full and final settlement of all disputes and claims. The demand draft has been handed over in Court to learned counsel for the Flat Owners Association. The parties request that the suit be disposed of in terms of the memorandum of understanding.

3. On perusal of the terms thereof, I find no legal impediment for the issuance of a decree in terms thereof.

4. Therefore, C.S.(Comm.Div.) No.53 of 2021 and C.S.(Comm.Div.) No.341 of 2025 are decreed in terms of memorandum of understanding dated 12.01.2026. The said memorandum of understanding shall form an integral part of the decree. In view of the settlement, there will be no order as to costs.

28-01-2026

Index: Yes/No

Speaking/Non-speaking order

Neutral Citation: Yes/No

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C.S(COMM DIV) No. 53 of 2



SENTHILKUMAR RAMAMOORTHY, J.

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**C.S(COMM DIV) No. 53 of 2021
and C.S.(Comm.Div.) No.341 of 2025**

28-01-2026