



WEB COPY

A No. 3216 of 2



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 22-01-2026

CORAM

THE HON'BLE MR.JUSTICE P. DHANABAL

A No. 3216 of 2025

IN

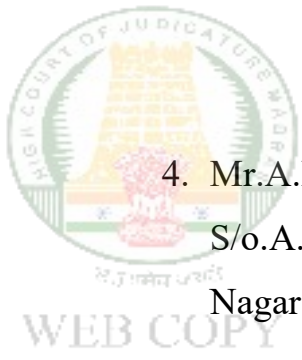
CS NO. 65 OF 2022

1. Mr.Hemant Raj, and another
S/o.Sri Laxmi Raj, No.55, Nammalwar Street,
Chennai - 600 001.
2. M/s.H.M.Foundations Pvt Ltd
Rep.by its Director Hemant Raj, No.32,
Audiappa Naicken Street, Chennai 600 079.

..Applicant(s)

Vs

1. Mr. S.Kalyanasundaram
S/o.Sri K.Subramaniam,
2. Mrs.K.Vasanth,
W/o.S.Kalyanasundaram, Both residing at
16/12, A D Block, 5th Street, Anna Nagar,
Chennai - 600 040.
3. Mr.SPN.Sathyamurthy S/o.SP.Natarajan,
SPN Illam, 152/A, Kesavaperumal Puram,
Greenways Road, Chennai - 600 028.



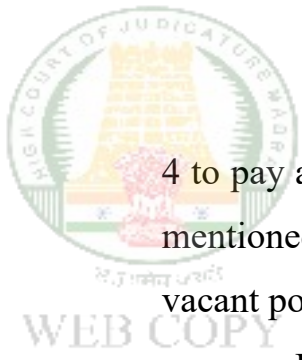
4. Mr.A.D.Murugan,
S/o.A.Durairaj, No.13, Pulla Avenue, Shenoy
Nagar, Chennai - 600 030.
5. The Sub Registrar,
No.685, D, AJ Block, 2nd Street, Anna Nagar,
West Extension, Chennai - 600101.
6. The Tahsildar,
Aminjikarai, Gajalakshmi Colony, Shenoy
Nagar, Chennai - 600 030.
7. The Icic Bank Limited
No. 193/104, 1st floor, Arcot Road, Vadapalani
Branch, Chennai - 600 026. (7TH
DEFENDANT IMPLEADED AS PER ORDER
DATED 10.11.2023 IN APPL.NO.1819/2023)

..Respondent(s)

PRAYER: The Application has been filed under Order XIV Rule 8 of Original Side Rules read with Order VI Rule 17 of Code of Civil Procedure praying to amend the prayer as follows: (i) To omit and replace the word Superseded in Para 15 as Fortified (ii)Prayer B New b) Directing the 1st Defendant herein to specifically perform the unregistered sale deed dated 29/12/2017 and hand over vacant possession in respect of schedule C Property which forms part of schedule A Property as per the registered agreement in Document No.1505/2010 dated 22/02/2010 more fully described in the plaint schedule hereunder by registering the sale deed duly executed valid conveyance in favour



of the Plaintiffs or his nominee/s namely the second plaintiff on a date to be fixed by this Honble court or/and in default direct the officer of this Honble Court to convey the suit schedule mentioned property on behalf of the 1st Defendant herein in favour of the Plaintiffs or his nominee/s namely the second plaintiff on a date to be fixed by this Honble Court or in the alternate, direct the 1st defendant to refund the sum of Rs.4,95,50,000/- (Rupees Four Crores Ninety Five Lakhs Fifty Thousand only) paid by the Plaintiffs with interest at the rate of 18 percent per annum from the date of the Plaint till the date of actual payment Instead of Old b). Directing the 1st Defendant herein to specifically perform the unregistered sale deed dated 29/12/2017 and hand over vacant possession in respect of Schedule C Property which forms part of Schedule 'A' property as per the registered agreement in Document No.1505/2010 dated 22/02/2010 more fully described in the plaint schedule hereunder by registering the sale deed duly executed valid conveyance in favour of the Plaintiffs or his nominee/s namely the second plaintiff on a date to be fixed by this Honble court or/and in default direct the officer of this Honble Court to convey the suit schedule mentioned property on behalf of the 1st Defendant herein in favour of the Plaintiffs or his nominee/s namely the second plaintiff on a date to be fixed by this Honble Court or in the alternate, direct the 1st defendant to refund the sum of Rs.4,95,50,000/- (Rupees Four Crores Ninety Five Lakhs Fifty Thousand only) paid by the Plaintiffs with interest at the rate of 18 percent per annum from the date of the Plaint till the date of actual payment; Prayer C – New – c) directing the defendant 4 to hand over vacant possession of the schedule 'B' mentioned property to the plaintiffs; instead of old: directing the defendant 4 to hand over vacant possession of the schedule 'B' mentioned property, (iv) Prayer D – new – d) directing the defendant 4 to pay a sum of Rs.1,00,000/- **per month** for use and occupation of the Suit schedule 'B' mentioned property from the date of Plaint till the date of surrendering the vacant possession **to the Plaintiffs** – instead of old – d) directing the defendant



4 to pay a sum of Rs.1,00,000/- for use and occupation of the Suit schedule 'B' mentioned property from the date of Plaint till the date of surrendering the vacant possession.

For Applicant(s): Mr. Babu for M/s.D.Saikumarran

For Respondent(s): M/s. S. Saravana Kumar [for R1 and R2]
Mr. R. Balachandran [for R3]
Mr. V. Manisekaran [for R4]
Mr. Shivakumar & Suresh [for R7]

ORDER

This application has been filed by the applicants to amend the Plaint.

2. According to the Plaintiff, he is the Plaintiff in the main Suit, which is filed for declaration in respect of Sale deed and to perform an unregistered Sale Deed dated 29.12.2017 and to handover vacant possession of the property and to pay compensation. Subsequently, the 1st Plaintiff filed an application for amendment to declare the mortgage deed as null and void and the same was allowed. The sale deed has been executed in the name of nominee of the proposed 2nd Plaintiff. The sale price has been paid and the sale was completed under the eye of law and the registration formality alone is pending, which is administrative in nature. The defendants have executed the Sale Deed in favour of M/s. H M Foundations Pvt. Ltd., nominee of the Plaintiff. The 1st defendant has consciously executed the Sale Deed dated 29.12.2017 to the nominee of the Plaintiff, M/s. H M Foundations Pvt. Ltd. Therefore, the right, title and interest



in the property is conveyed by the 1st defendant to the 2nd proposed Plaintiff and the same cannot be again conveyed to the 3rd defendant. Though registration of the sale was pending for other various reasons, but the agreement of sale and the subsequent sale deed conveyed by the 1st and 2nd defendants were all registered and the other documents of sale agreement and powers executed by the 1st defendant are created to give colour to the missing certificate received fraudulently and to defraud the Plaintiff and the proposed 2nd Plaintiff.

2.1. Further originally the Suit was filed for the reliefs of specific performance of contract in respect of an unregistered Sale Deed dated 29.12.2017 and to handover the vacant possession of the 'C' Schedule property, which forms part of the 'A' Schedule property. Taking advantage of the pleadings pleaded in part in the paragraph 15 of the Plaint, the 3rd defendant has fragmented the Plaint averments. The sale deed has been executed in the name of the nominee of the Plaintiff/ proposed party and the Sale deed has been conveyed and the sale was completed and only the registration formalities were only pending, which is only administration in nature. Therefore, the proposed amendments are necessary by directing the 1st defendant to perform an unregistered Sale Deed dated 29.12.2017 and to handover the possession of the schedule property and to register the Sale Deed in the name of Plaintiff or nominee of the Plaintiff or alternatively to direct the 1st defendant to refund a sum of Rs.4,95,50,000/- and to direct the 4th defendant to handover the vacant possession of the 'B' schedule property to the Plaintiff and to direct the 4th



defendant to pay a sum of Rs.1,00,000/- per month for use and occupation of the 'B' schedule property. The said proposed amendment will noway alter the nature and character of the Suit. So far the trial has not been commenced. Therefore, this application has to be allowed.

3. The respondents filed a common counter denying the averments made in the affidavit. The 3rd respondent purchased the 'C' schedule property under a Sale Deed dated 10.01.2018 and the impleading petition is not maintainable. The proposed amendment will alter the nature of the Suit and now, by way of amendment, to withdraw the earlier admission made in the Plaint. The main prayers in the Suit itself is not maintainable. Now the applicants attempting to withdraw the admissions made in the Plaint. Therefore, the present amendment will alter the nature and character of the Suit and strongly opposed to allow this application.

4. Heard both sides and perused the entire materials available on record.

5. According to the applicants, the proposed amendments are only in respect of the word referred in paragraph 15 of the Plaint, 'superseded' has to be replaced as 'fortified'. The 2nd amendment in respect of prayer, there is no change in the prayer and only alternative prayer sought for and sought for new prayer in respect of prayer 'b'. In the prayers 'c' and 'd', the words 'to the



plaintiffs' have to be included and in the prayer 'd' the words 'per month' in the second line have to be included. Though the respondents raised objection, the proposed amendments are in respect of the prayers and to alter the words mentioned in the pleadings. These amendments are no way alter the nature and character of the Suit. In order to avoid multiplicity of proceedings and to get a valid and binding decree and in the interest of justice, it is appropriate to allow this application. By allowing this application, no prejudice would be caused to the other side.

6. Accordingly, the application is *allowed*.

22-01-2026
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Index: Yes/No

Speaking/Non-speaking order

Neutral Citation: Yes/No

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P.DHANABAL, J.

MJS

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