



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 04-02-2026

CORAM

THE HON'BLE MR.JUSTICE P. DHANABAL

CS No. 22 of 2022

M/s YD Mart, Super Market,
Represented By its Partner,
Shri. Y.Raja
S/o Mr.T.Yogarajan,
Old No.32, New No.259, 1st Floor,
Velachery Main Road, Velachery,
Chennai 600 042.

..Plaintiff(s)

Vs

1. C.Prabhu
S/o Chidambaram Pillai,
No.2, Aaddish Anjaneya,
17th Street Extension, Tansi Nagar,
Velachery, Chennai - 600 042.
2. The Member Secretary
Chennai Metropolitan Development Authority,
Gandhi - Irwin Road, Egmore, Chennai.
3. The Commissioner
Greater Chennai Corporation,
Rippon Buildings, Chennai.

..Defendant(s)

Prayer: Complaint filed under Order VII Rule 1 of C.P.C., and Order IV Rule 1 of Original Side Rules a. to refund the advance amount of a sum of Rs.14,00,000/- to the Plaintiff with future interest at the rate of 24 percentage per annum on the principal amount of Rs.14,00,000/- from the date of the complaint till realization. b.To pay a sum of Rs.21,20,821.50/- towards the cost incurred on the installation of the fittings and fixture and the cost incurred on the establishment of Interior works carried out by the Plaintiff in the demised



premises, which is a loss of assets. c.To pay a sum of Rs. 54,82,043.50/- towards the loss incurred by the Plaintiff on the abrupt removal of the perishable goods from the demised premises that perished subsequently and the resultant damage loss in Stock-in-trade. d) To pay a sum of Rs.15,11,151.00/- towards Loss of GoodWill or Goodwill lost vis-a-vis damages by way of Compensation for the loss suffered by the Plaintiff due to the abrupt closure of the business. e).To pay a sum of Rs.12,81,620-00/- towards the Loss of interest on the cost of capital and borrowed funds, f)To award cost of the proceedings g) To pass further orders

For Plaintiff(s): Mr.S.Sathish Rajan

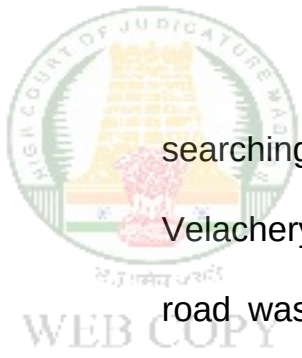
For Defendant(s): Mr.T.N.C. Kaushik for D1
D2 and D3 – No appearance

JUDGMENT

This Civil Suit has been filed for refund of advance amount of Rs.14 Lakhs with future interest at the rate of 24% per annum; to pay a sum of Rs.21,22,821.00 towards cost incurred on the installation of fittings and fixtures and costs incurred on the establishment of interior works carried out by the plaintiff in the demised premises; to pay a sum of Rs.54,82,043.50/- towards loss incurred by the plaintiff on the abrupt removal of the perishable goods from the demised premises; to pay a sum of Rs.15,11,151.00/- towards loss of Good Will and to pay a sum of Rs.12,81,626.00/- towards loss of interest on the cost of capital and borrowed funds and for costs.

2. The brief averments of the plaint are as follows:-

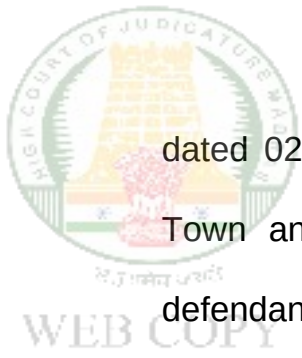
2.1. The plaintiff is a partnership firm constituted under Indian Partnership Act and doing business of Supermarket, while the plaintiff was



searching for a suitable place for running a super market in and around Velachery, the 1st defendant, who had constructed a new building in the radial road was willing to allow the same for commercial purpose. The building premises possessed a carpet area of 1,250 sq.ft., in the ground floor and 1500 sq.ft., in the first floor and with car parking and two wheeler parking area.

2.2. The 1st defendant agreed to let out the schedule mentioned property to the plaintiff firm for a period of 15 years for the monthly rent of Rs.1,00,000/-, on annual enhancement and also demanded a sum of Rs.14Lakhs towards rental advance / security deposit. The plaintiff also agreed for the said sum and lease deed dated 28.06.2015 was entered into between the plaintiff and the 1st defendant. The plaintiff has paid a sum of Rs.14 Lakhs, as security deposit to the 1st defendant in terms of the above said lease deed. The lease period commenced on 01.08.2015 and it is valid up to 31.07.2030. The plaintiff has paid rents regularly without any default and they invested huge money for internal partition and over fixtures. The plaintiff-firm was carrying on business in the schedule mentioned premises and deployed their customer base and reputation and Good Will in a span of five years.

2.3. While so, all of a sudden, the officials from the 3rd defendant inspected the demised premises on 02.04.2019 and insisted the 1st defendant to produce the copy of the original approved plan in respect of the schedule mentioned property and thereafter, the 3rd defendant-officials issued notice



dated 02.04.2019 under Sections 56 and 57 r/w Section 85 of Tamil Nadu Town and Country Planning Act, 1971. Based on the notice of the 3rd defendant, the 1st defendant submitted the approved plan to the 3rd defendant. Thereafter, the 3rd defendant issued show cause notice dated 24.05.2019, thereby calling upon the 1st defendant to restore the said building in accordance with the approved plan within 30 days with a threat of lock and seal of the unauthorised building and to demolish the same without any further notice.

2.4. The 1st defendant filed an appeal challenging the said show cause notice dated 24.05.2019 to the Secretary to Government and also filed the writ Petition in W.P.No.18727 of 2019 for Mandamus and this Court also directed the Secretary to Government to dispose of the said petition filed by the 1st defendant and the same was dismissed. Thereafter, the 3rd defendant officials issued notice dated 09.07.2019 to de-occupy the building, thereby the plaintiff and other partners of the plaintiff firm were kept in dark and were not aware of the above said proceedings initiated by the 3rd defendant till the issuance of lock and seal notice dated 24.02.2021. Pursuant to the notice dated 24.02.2021, when the plaintiff demanded the explanation from the 1st defendant, he failed to give any proper reply and he started to avoid and evade the partners of the plaintiff-firm. In view of the notice dated 24.02.2021 issued by the 3rd defendant to de-occupy the tenanted building premises, all the stock in trade goods kept in the subject building had to be abruptly removed. Having left with no other alternative, the plaintiff-firm approached



this Court by way of Writ Petition in W.P.No.5211 of 2021 and the Hon'ble Division Bench of this Court granted another four months time to handover the vacant possession and disposed of that Writ Petition.

2.5. Pursuant to the order of the Hon'ble Division Bench of this Court in the above said Writ Petition, the plaintiff took away all the goods and belongings from the subject building on 16.07.2021 and handed over possession to the officials of the 3rd defendant. The 1st defendant also promised to restore the possession of the tenanted building to the plaintiff firm, but on the contrary, the 1st defendant has not taken any steps till date for the restoration of the building. The 1st defendant also has not taken any steps to proceed with the statutory appeal pending before the Government. The plaintiff also caused notice to the 1st defendant dated 01.03.2021 calling upon him to restore the possession of the premises and he issued reply notice with false allegations on 29.06.2021. Thereafter, the plaintiff sent a detailed rejoinder notice. The entire stock-in trade goods taken from the said demised premises, which were kept in godown. Since all the goods have been extensively damaged and further, they were partly perishable and the same became unfit for consumption. In view of the same, the plaintiff suffered huge loss of Rs.54,82,043.50/-. That apart, the entire interior and installation works including the fittings could not be dismantled from the demised premises and the same was estimated to the value of Rs.21,20,821.50. The plaintiff has paid a sum of Rs.14 Lakhs as rental advance / security deposit to the 1st defendant. If the lease deed is terminated, the lessor is liable to pay 18%



compounded interest quarterly for the amount paid as rental advance / security deposits. Further, the plaintiff valued damages at Rs.1,17,95,642/-, therefore, the plaintiff is entitled to recover the amount from the 1st defendant and hence filed the suit.

3. The brief averments of the Written Statement filed by the 1st defendant are as follows:-

The averments made in the plaint are denied except those that are specifically admitted by the 1st defendant. The monthly rent payable to the 1st defendant is Rs.1,15,000/- and the plaintiff is default in paying monthly rent from February 2021 to August 2021 accumulating to Rs.8,05,000/- and also the plaintiff failed to clear the electricity consumption charges to the tune of Rs.2,47,250/-. While the 1st defendant let out the premises, the building is in accordance with the building plan approval, which has been approved by the appropriate officials, the plaintiff without the knowledge of the 1st defendant made several structural replacements and they were in question by the officials after six years of the lease. The plaintiff is the one who conducted business in the premises and all the proceedings were done right in front of the plaintiff and even all the notices of the 3rd defendant were of course, received by the plaintiff. The 1st defendant is not duty bound to alter the premises to the changes that were not done by him. All the contractual deviations were made by the plaintiff and the plaintiff instructed the 1st defendant that he might possibly do the structural changes in the building for further operation of the plaintiff's business. The plaintiff has defaulted in



paying monthly rent and electricity consumption charges to the tune of Rs.10,52,250/-, therefore, the suit is liable to be dismissed.

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4. Based on the above said pleadings and upon hearing both sides, this Court, framed the following issues for trial on 17.11.2023.

'1. Whether the plaintiff is entitled for refund of advance amount of Rs.14,00,000/- with interest at the rate of 24% per annum from the date of plaint from the first defendant?

2. Whether the plaintiff is entitled for refund of Rs.21,80,821.50/- from the first defendant towards the cost incurred on the installation of fittings and fixtures and for interior works?

3. Whether the plaintiff is entitled for a sum of Rs.54,82,043.50/- from the first defendant towards the loss incurred on the removal of perishable goods from the demised premises?

4. Whether the plaintiff is entitled for a sum of Rs.15,11,151/- from the first defendant by way of compensation for the loss of Good Will due to the closure of the business?

5. Whether the plaintiff is entitled for a sum of Rs.12,81,626/- from the first defendant towards the loss of interest on the cost of capital and borrowed funds?

6. Whether the first defendant is liable to pay the amounts claimed by the plaintiff in the suit due to the closure business for the action taken by the second and third defendants for unauthorised construction?

7. To what other relief parties are entitled to?'



In order to prove the case of the plaintiff, partner of the plaintiff-firm, viz., Y.Raja, was examined as P.W.1 and marked Exhibits P.1 to P.19. On the side of the defendants, the 1st defendant, viz., C.Prabhu was examined as DW.1, and marked Exhibits D.1 to D.4.

5. The learned counsel appearing for the plaintiff would submit that plaintiff was running super market in the first floor and the premises is owned by the 1st defendant situated at New Balaji Nagar, Palikkarana. The lease deed between the plaintiff and the 1st defendant was registered on 02.07.2015, the plaintiff paid a sum of Rs.14,00,000/- towards security deposit and the lease period commenced from 01.08.2015 and 15 years time was fixed and is valid up to 31.07.2030. The plaintiff had been paying monthly rents without any default. The 3rd defendant inspected demised premises and found that there are structural deviation, which are beyond rectification or alteration, therefore, issued notice dated 24.05.2019 by calling upon the 1st defendant to restore the subject building in accordance with the approved plan. As against the said show cause notice, the 1st defendant filed appeal before the Secretary to Government, while pendency of the appeal, officials of the 3rd defendant issued notice dated 09.07.2019 for de-occupation and thereafter issued notice dated 24.02.2021 for lock and seal.

5.1. The plaintiff firm approached this Court by way of a Writ Petition in W.P.No.5211 of 2021 seeking eight months time for taking away the goods



and belongings, this Court granted four months time and thereafter, the plaintiff vacated the premises. The plaintiff incurred loss for installation of fittings and fixtures to the tune of R.21,20,821.50/- and also incurred loss on the installation of the fittings and fixture and the cost incurred on the establishment of interior works in the demised premises and also incurred loss on abrupt removal of perishable goods from the demised premises to the tune of Rs.54,82,043.50 and also the plaintiff sustained loss of good will and thereby claimed compensation of Rs.15,11,151.00/- for Good Will. The 1st defendant is liable to pay interest of the amount to the tune of Rs.12,81,626/- and the plaintiff is also entitled to refund of advance from the 1st defendant with interest at the rate of 24%, therefore filed the suit.

5.2. Further, the 1st defendant, viz., C.Prabhu, who was examined as D.W.1, during the cross examination admitted that building was not constructed as per approved plan. At the time of handing over the plan copy to the plaintiff, the building was under construction and the 1st defendant only constructed the building and he also admitted the deviations in the building. Even after the de-occupation notice issued by the 3rd defendant official, the 1st defendant has not taken any steps to safeguard the plaintiff/tenant and even now the 1st defendant is running his shop in the premises. On the side of the plaintiff, he examined P.W.1 and marked Exhibits P.1 to P19, thereby he proved his case through sufficient evidence, therefore, the plaintiff is entitled to the decree as prayed for in the suit.



5.3. The learned counsel appearing for the plaintiff relied on the **following Judgments of the Hon'ble Supreme Court** to substantiate his case.

(i) Ram Sarup Gupta (Dead) by Lrs. Vs. Bishun Narain Inter College and Others reported in (1987) 2 Supreme Court Cases 555.

(ii) Bachhaj Nahar Vs. Nilima Mandal and Another reported in (2008) 17 Supreme Court Cases 491.

(iii) Srinivas Raghavendraro Desai (Dead) by Lrs. Vs. V.Kumar Vamanrao @ Alok and Ors., in Civil Appeal Nos. 7293-9294 of 2010.

6. The learned counsel appearing for the 1st defendant would submit that the plaintiff was fully aware of the sanctioned building plan, after which an agreement was entered between the plaintiff and the 1st defendant on 08.02.2015. The plaintiff is a chronic defaulter in payment of rent and electricity charges from February, 2021 to August 2021. The arrears of rent is Rs.9,45,500/- and also due to electricity charges to the tune of Rs.4,74,491/-. The building was let out strictly in accordance with the sanctioned building plan approved by the competent authorities, but the plaintiff carried out several structural alterations and replacement to suit his business, but the expenses was incurred by the 1st defendant. The 1st defendant denied the private auditor's report and engineer's report and no assessment was conducted in the presence of 1st defendant and thereby it cannot be looked into. The plaintiff failed to prove the actual loss suffered and the plaintiff has not produced any records to demonstrate any actual loss of the goods.



6.1. The plaintiff himself approached this Court in W.P.No.5211 of 2021 and sought extension of time and this Court also granted time for a period of four months and therefore, there is no actual loss caused to the plaintiff as alleged by him. Without any protest, the plaintiff being defaulter in payment of rent and electricity charges and having voluntarily vacated the premises, is not entitled for discretionary and equitable relief. There is no evidence and pleadings about that the property was locked and sealed. The plaintiff himself admitted that they have cleared the premises and took away all the goods and belongings from the building on 16.07.2021, therefore, there is no loss caused to the plaintiff and the 1st defendant is no way liable for the suit claim and the suit is liable to be dismissed.

6.2. The learned counsel appearing for the 1st defendant has relied upon the following Judgments:-

(i) Maula Bux Vs.Union of India reported in (1969) 2 Supreme Court Cases 554

(ii) Kailash Nath Associates Vs. Delhi Development Authority and Another reported in (2015) 4 Supreme Court Cases 136

(iii) Municipal Committee Katra and Others Vs. Ashwani Kumar reported in 2024 SCC Online SC 840

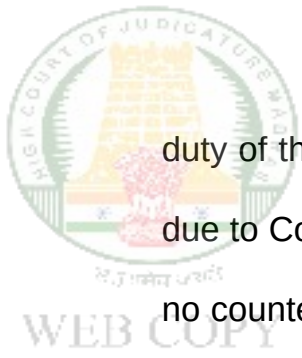
7. Heard the learned counsel appearing on both sides and perused the entire documents placed on record.



8. As far as Issue No.1, viz., *'1. Whether the plaintiff is entitled for refund of advance amount of Rs.14,00,000/- with interest at the rate of 24% per annum from the date of plaint from the first defendant?'* is concerned,

8.1. The plaintiff has filed the suit for damages and refund of advance. It is an admitted fact that the 1st defendant is the owner of the property and he leased out the property to the plaintiff and they entered into lease agreement through Ex.P.4 and monthly rent was fixed at Rs.1 Lakh and thereafter, every three years, rent has to be enhanced by 15%. The lease had commenced on 09.02.2015, as per the recitals viz., the lease deed, the plaintiff paid a sum of Rs.14,00,000/- towards advance / secured deposit. The 1st defendant also admitted receipt of the advance amount. According to the 1st defendant, the plaintiff has not paid rent from February, 2021 to August 2021 to the tune of Rs.8,05,000/- and electricity charges to the tune of Rs.2,47,250/-, thereby the plaintiff has to pay the total amount of Rs.10,52,250/-

8.2. Since the receipt of the advance amount has been admitted by the 1st defendant, he has to prove that there is an arrears of rent from February, 2021 to August, 2021. The plaintiff has also claimed that as per the lease agreement, he is not liable to pay rent due to the covid period. In this context, there is no pleadings by the plaintiff in the plaint about the Covid-19 and the Covid-19 started in the during March, 2020 and thereafter, complete lock down came into force for some period and thereafter, the conditions which were prevailing during Covid-19, were completely relaxed. While so, it is the



duty of the plaintiff to prove that he is not liable to pay rent for the said period due to Covid-19, but no sufficient evidence adduced by the plaintiff. However, no counter claim has been made by the 1st defendant for the said amount and there are no records to show that the 1st defendant has paid the electricity consumption charges to the tune of Rs.2,47,250/-. Moreover, as per the agreement force majeure clause the agreement has to be cancelled and no clause to adjust the rent. Though the 1st defendant produced the online copy of electricity bills, there is no reference that the 1st defendant had paid the said money.

8.3. The 1st defendant has not mentioned anything about the adjustment of the advance amount towards payment of rent and the electricity consumption charges. The learned counsel appearing for the plaintiff also relied upon the judgments, viz., (i) Ram Sarup Gupta (Dead) by Lrs. Vs. Bishun Narain Inter College and Others reported in (1987) 2 Supreme Court Cases 555. (ii) Bachhaj Nahar Vs. Nilima Mandal and Another reported in (2008) 17 Supreme Court Cases 491. (iii) Srinivas Raghavendraraao Desai (Dead) by Lrs. Vs. V.Kumar Vamanrao @ Alok and Ors., in Civil Appeal Nos.7293-9294 of 2010. On a careful perusal of those Judgments, it is clear that a case not specifically pleaded can be considered by the court only when the pleadings in substance, though not in specific terms, contain the necessary averments to make out a particular case and the issues framed also generally cover the question involved and the parties proceed on the basis that such case was of issue and had led evidence thereon. Further, it is



clear that in the absence of pleadings, evidence if any produced by the parties cannot be considered as no evidence could be led beyond pleadings. In the case on hand also, no pleadings about the force majeure and no any communication sent by the defendant about the said force majeure. Therefore, in view of the said discussion and the said Judgments, the contention of the defendant about the force majeure and the adjustment of rent is not acceptable. Therefore, the plaintiff is entitled to refund of advance amount of Rs.14 Lakhs, there is no clause in the lease deed in respect of the interest, therefore, the plaintiff is entitled to claim of 9% interest per annum from the date of vacation of premises till the payment of money. Thus the Issue No.1 is answered.

9. In respect of Issue Nos.2 to 5, viz., 2. *Whether the plaintiff is entitled for refund of Rs.21,20,821.50/- from the 1st defendant towards the cost incurred on the installation of fittings and fixtures and for interior works?* 3. *Whether the plaintiff is entitled for a sum of Rs.54,82,043.50/- from the first defendant towards the loss incurred on the removal of perishable goods from the demised premises?* 4. *Whether the plaintiff is entitled for a sum of Rs.15,11,151/- from the first defendant by way of compensation for the loss of Good Will due to the closure of the business?* 5. *Whether the plaintiff is entitled for a sum of Rs.12,81,626/- from the first defendant towards the loss of interest on the cost of capital and borrowed funds?* are concerned,

9.1. The plaintiff has sought for Rs.21,20,821.50/-, towards the cost incurred on the installation of fittings and fixtures and for interior works and a



sum of Rs.54,82,043.50/- towards loss incurred on the removal of the perishable goods from the demised premises and a sum of Rs.15,11,151/- by way of compensation for loss of Good will due to the closure of business and a sum of Rs.12,81,626/- towards loss of interest and cost of capital borrowed funds. The plaintiff has not filed any documents for the expenditure incurred towards installation, fittings affixtures for interior works. The plaintiff had entered into lease in the year 2015 and running business for more than five years and due to the non approval plan, the authorised officials of the 3rd defendant issued notice. The said notice was challenged by the plaintiff, through the Court of Law and he sought for time for vacating the premises and thereby this Court had granted time, therefore, there is no records produced by the plaintiff for the loss incurred by him for the above said amounts claimed by the plaintiff and after enjoyment of the property for some time, he cannot claim compensation. Further, there is no evidence that whether the said installation, fittings and fixtures of the interior works were removed by the plaintiff or utilised by the 1st defendant or the same was kept idle and without any concrete evidence, it is not appropriate to accept the case of the plaintiff in that regard. In this context, though the plaintiff has produced the Ex.P.12, Assessment Certificate issued by the expert, no witness was examined to prove the said Ex.P.12. It is well settled law that mere filing of document itself is not sufficient and the said document has to be proved in the manner known to law, but in this case, the plaintiff failed to examine the expert, who gave the Assessment Certificate Ex.P.12, therefore, the plaintiff failed to prove his claim through proper evidence.



9.2. As far as the claim towards the loss incurred on the removal of perishable goods from the demised premises to the tune of Rs.54,82,043.50/- is concerned, there is no evidence that what are all the goods damaged and how the plaintiff calculated such a huge sum of Rs.54,82,043.50/- and whether he actually purchased those properties and there are no particulars about the properties, which were perishable goods and what was the cost incurred, there is no proper evidence and without any proper evidence, it is not appropriate to grant the said relief to the plaintiff.

9.3. As far as the compensation for the loss of Good Will due to the closure of business is concerned, it is the duty of the plaintiff to enquire about the building and only after taking note of the approval of the building, the plaintiff occupied the premises, there are no evidence about the Good will of the plaintiff's firm and there are no records and particulars as to how the said quantum was arrived by the plaintiff and therefore, the plaintiff is not entitled to that relief. At this juncture, it is appropriate to refer the Judgments submitted by the defendant's counsel, viz., (i) Maula Bux Vs. Union of India reported in (1969) 2 Supreme Court Cases 554 (ii) Kailash Nath Associates Vs. Delhi Development Authority and Another reported in (2015) 4 Supreme Court Cases 136 (iii) Municipal Committee Katra and Others Vs. Ashwani Kumar reported in 2024 SCC Online SC 840. On a careful perusal of the said Judgments, it is clear that damage or loss is sine qua non, for payment of compensation for breach of contract and the proof of loss or damage is not



dispensed with under Section 74 of Contract Act, however, when damage or loss is difficult or impossible to prove, Court is empowered to award liquidated amount named in contract, if it is genuine pre-estimate of damages or loss or reasonable compensation for the said loss or damage. Further, it is clear that a Man shall not take advantage of his own wrong to gain the favourable interpretation of the law. In the case on hand also the plaintiff failed to prove the breach of trust and after verifying the documents and place entered into lease agreement and enjoyed the property for five years and moreover, he only filed a writ petition challenging the lock and seal notice. Therefore, there is no proper evidence to prove the claim of the plaintiff.

9.4. As far as the claim for loss of interest on the capital and borrowed funds to the tune of Rs.12,81,626/- is concerned, there is no evidence as about what was the capital invested, what are the damages, whether the loss caused due to the vacation of the property, there are no particulars as to how much amount was spent for vacating the premises and without any evidence, the plaintiff has claimed the above said amount, therefore, the plaintiff is not entitled to the said relief. Thus the Issue Nos.2 to 5 are answered.

10. As far as Issue Nos. 6 and 7, viz., '6. *Whether the first defendant is liable to pay the amounts claimed by the plaintiff in the suit due to the closure business for the action taken by the second and third defendants for unauthorised construction?* 7. *To what other relief parties are entitled to?*' are concerned, the plaintiff has filed the suit for recovery of money as against the



1st defendant. According to the plaintiff, the building plan was not approved by the concerned authority / 3rd defendant, suppressing the same, the 1st defendant entered into lease agreement and thereby the plaintiff is entitled for compensation. According to the 1st defendant, he produced the plan for the building and after perusing the plan and the building, which was already constructed, the plaintiff entered into lease agreement and the plaintiff was operating the business for more than five years in the premises without any complaint. Immediately after notice issued by the 3rd defendant-officials, the plaintiff rushed to the Court and obtained time for vacating premises without any protest, even when the appeal is pending before the appellate authority, viz., the Secretary to Government, therefore, the 1st defendant is not liable to pay the amount claimed in the suit due to the closure of business for the action taken by the 2nd and 3rd defendants for deviation in the plan. There is no evidence that the plaintiff closed the business, in fact, the plaintiff shifted his business to some other place, therefore, the plaintiff is not entitled to the said relief and to any other reliefs.

11. In view of the above said discussion, the plaintiff is entitled for refund of advance of Rs.14 Lakhs with the interest at the rate of 9%, as discussed in Issue No.1 and he is not entitled to any other reliefs.

12. In the result, the suit is partly decreed and the plaintiff is entitled to refund of advance of amount of Rs.14 Lakhs at the rate of 9% interest from the date of vacating the premises till the date of release of payment and the



defendant is directed to pay the said amount within two months from the date of the decree. There shall be no order as to costs.

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04-02-2026

Index: Yes/No;
Speaking/Non-speaking order
Neutral Citation: Yes/No

Witness marked on the side of the plaintiff:

P.W.1 – Mr.Y.Raja

Witness marked on the side of the 1st defendant

D.W.1 – Mr.C.Prabhu

List of Plaintiff side Documents:

Exhibit No.	Date	Description of Documents.
Ex.P.1	15.12.2021	Original Authorization letter
Ex.P.2	15.10.2014	Original Partnership Deed
Ex.P.3	24.11.2014	Original firm registration certificate issued by the Registrar of Firms
Ex.P.4	29.06.2015	Original Lease Deed entered between the plaintiff and the 1 st defendant
Ex.P.5	02.04.2019	Certified copy of the Notice calling for approved plan issued by the 3 rd defendant to the 1 st defendant
Ex.P.6	-	Web copy of the order of this Court in W.P.No.6388 of 2019
Ex.P.7	24.05.2019	Certified copy of the lock and seal and demolition notice issued by the 3 rd defendant to the 1 st defendant
Ex.P.8	08.07.2019	Webcopy of the order of this Court in W.P.No.18727 of 2019
Ex.P.9	09.07.2019	Certified copy of the De-occupation notice issued by the 3 rd defendant to 1 st defendant
Ex.P.10	24.02.2021	Certified copy of the notice issued by the 3 rd defendant to vacate the premises
Ex.P.11	16.03.2021	Web copy of the order of this Court in



		W.P.No.5211 of 2021
Ex.P.12	16.03.2021	Original approval assessment certificate issued by MAXCON Town Planning and Development Pvt., Ltd.,
Ex.P.13	01.03.2021	Legal notice sent by the plaintiff
Ex.P.14	29.06.2021	Served copy of the reply notice sent by the 1 st defendant
Ex.P.15	14.07.2021	Rejoinder to the reply sent by the 1 st defendant on 29.06.2021
Ex.P.16	-	Original Certificate of Assessment of Loss
Ex.P.17	24.02.2021	The letter to police by Corporation
Ex.P.18	20.09.2025	The copy of the Bill
Ex.P.19	-	The Photographs (Series 3 Nos)

List of Defendants' side Documents:

Exhibit No.	Date	Description of Documents.
Ex.D.1	08.10.2013	Certified copy of the Original Plan of the suit premises
Ex.D.2	19.11.2024	Online copy of the TNEB Bill for the consumer no.09312112509 from February 2021 till 19.09.2024
Ex.D.3	16.03.2021	Web copy of the order passed by this Court in W.P.No.5211 of 2011
Ex.D.4	17.10.2024	Photocopy of the Screen shots of YD Mart website
Ex.D.5	08.02.2015	Photocopy of the Lease deed entered between plaintiff and the defendant

04.02.2026



To

1. The Member Secretary
Chennai Metropolitan Development Authority,
Gandhi - Irwin Road, Egmore, Chennai.
2. The Commissioner
Greater Chennai Corporation,
Rippon Buildings, Chennai.



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CS No. 22 of 2



P.DHANABAL, J.

ssd

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