`IN THE HIGH COURT OF JUDICATURE AT MADRAS

Orders Reserved on	16.03.2026
Orders Pronounced on	01.06.2026

CORAM

THE HONOURABLE MR.JUSTICE **SENTHILKUMAR RAMAMOORTHY**

A.No.4740 of 2025 in
C.S.No.139 of 2012

M/s. Imprint Tech (India) Private Limited,
Represented by its Nominee,
Mr.P.Varadarajan, No.3,
Luz Avenue, Mylapore, Chennai-600 004.
.. Applicant/2nd Defendant

vs

1. Dr.A.Jawahar Palaniappan
Director, M/s.Kumudam Publications Private Limited,
13/19, Sathyanarayana Avenue,
Boat Club Road, Raja Annamalaipuram,
Chennai-600 028.

2.M/s.Kumudam Publications Private Limited,
Represented by its Chairman and Managing Director
Mr.P.Varadarajan,
306, Purasaiwalkam High Road, Chennai-600 010.

[Amended as per order dated 06.10.2025 in A.No.9616 of 2012 and order dated 18.11.2025 in A.No.4740 of 2025]

3.M/s.Noble Broadcasting Corporation Private Limited,
Represented by its Chairman and Managing Director
Mr.P.Varadarajan,
306, Purasawalkam Main Road, Chennai-600 110.

4.Smt.A.Kothai (Deceased)
Managing Director,
M/s.Kumudam Publications Private Limited,
13/19, Sathyanarayana Avenue,
Boat Club Road, Raja Annamalaipuram,
Chennai-600 028.

5.Mrs.A.L.Vijayalakshmi,
13/2, Vivekananda Road,
Yadavagiri, Mysore-570 020.

6.Mrs. M.Krishna Meyyammai
45/27, Luz Avenue,
Mylapore, Chennai-600 004. .. Respondents

[Respondents 5 & 6 brought on record as legal heirs of the deceased 4th respondent Smt.A.Kothai as per order dated 06.10.2025 in A.No.4848 of 2024 and order dated 18.11.2025 in A.No.4740 of 2025]

PRAYER : Application is filed under Order XIV Rule 8 of the Original Side Rules read With Order XIII-A Rule b(d) CPC as amended by Commercial Courts Act, 2015 to pass a judgment summarily dismissing the reliefs sought for by the plaintiff in paragraph 32(a) & (c) of the plaint.

For Applicant : Mr. K.G.Raghavan, Senior Advocate
for M/s K.Gowtham Kumar,
N.S.Amogh Simha,
A.P.Balaji &
Harshini Ranganathan

For R1 : Mr.P.S.Raman, Senior Advocate
for Mr.T.K.Bhaskar

For R2 : M/s R.Amizhdhu and

S.Parimala Amizhdhu

For R3	:	Mr.Adarsh Subramanian and Mr.Anuraag Rajagopalan
For R5 & R6	:	Mr. Dama Seshadri Naidu, Senior Advocate for Mr.G.RM. Palaniappan and Mr. Adithya Verma

ORDER

Background

Memorandum of Understanding dated 15.08.2010 (the MOU) was entered into by and between the plaintiff, the deceased fourth defendant (wherein the above parties were described collectively as the parties of the first part), and the second and third defendants (wherein the latter parties were described collectively as parties of the second part). Said MOU pertained *inter alia* to the transfer of 33.40% shares of the parties of the second part in Kumudam Publications Private Limited (KPPL) to the parties of the first part.

2. Asserting that said MOU is a concluded contract between the parties and that it is specifically enforceable, the suit was instituted by Dr.A.Jawahar Palaniappan for multiple remedies, including specific performance of the MOU by transfer of shares of defendants 2 to 5 to the

plaintiff at a fair value fixed by this Court. On account of the death of the fourth defendant, Smt. A.Kothai, after the institution of the suit, Mrs.A.L.Vijayalakshmi and Mrs.M.Krishna Meyyammal were impleaded as the fifth and sixth defendants by order dated 06.10.2025 in A.No.4848 of 2024. The plaintiff relinquished some of the remedies prayed for earlier in clauses (b) to (e) of the prayer paragraph of the plaint.

3. After said amendment, the reliefs claimed in the suit are as under:

> *"a) For specific performance of the Memorandum of Understanding dated 15.08.2010 entered into between the plaintiff, to transfer the shares of the defendants 2 to 5 to the plaintiff consequent to fixation of fair value by this Honorable Court thereby directing the defendants 2 to 5 to perform their reciprocal obligations.*
>
> *(Prayers b), c), d) and e) are withdrawn as per order dated 22.11.2016 and 03.03.2017 in Appln. No.4914/2016)*
>
> *f) Directing the defendants 2 and 3 to pay a sum of Rs.1,00,000/- as compensation to the plaintiff for loss of reputation caused to him.*
>
> *g) For a mandatory injunction directing the defendants 4 and 5 to forthwith remove the tower put*

up by them for running a unit styled as Noble Broadcasting Corporation put up on the suit schedule property, as per the terms of MOU dated 15.08.2010.

h) For a permanent injunction restraining the defendants 2 and 3 from in any manner spending the monies of the first defendant company in connection with litigation revolving round the disputes between the Directors/Shareholders of the first defendant company/from drawing salary or personal expenses."

4. After written statements were filed by defendants 1 to 3, the present application has been filed by the second defendant in the suit under Order XIII-A of the Code of Civil Procedure, 1908 (the CPC), as applicable to commercial disputes, to dismiss the suit as regards the prayers for specific performance and shifting of the tower on the ground that the plaintiff has no real prospect of succeeding.

Counsel and their contentions

5. Oral arguments on behalf of the applicant were advanced by Mr.K.G.Raghavan, learned senior counsel, assisted by Mr.K.Gowtham Kumar, learned counsel. Oral arguments on behalf of the first respondent/plaintiff were advanced by Mr.P.S.Raman, learned senior

counsel, assisted by Mr.T.K.Bhaskar, learned counsel. Oral arguments on behalf of the fifth & sixth respondents/fifth & sixth defendants were advanced by Mr.Dama Seshadri Naidu, learned senior counsel, assisted by Mr.G.RM.Palaniappan, learned counsel. Written arguments were filed by the applicant and the first respondent/plaintiff.

6. The first contention of Mr.K.G.Raghavan was that the MOU is only an agreement to enter into an agreement and, therefore, no part of it can be specifically enforced. Referring to the MOU, learned senior counsel submitted that said document contains several clear indications that it is merely an agreement to enter into an agreement. With regard to consideration, he pointed out that clause (a) of the MOU records that consideration is required to be arrived at in accordance with the terms set out below in the same clause. With specific reference to the price to be paid for the shares of the parties of the second part, he pointed out that clause (a) specifies that it will be based on the fair value determined by KPMG and Deloitte after taking note of the valuation of M/s Cushman Wakefield and CB Richard Ellis with regard to the immovable properties of KPPL and Loganatha Trading Private Limited (Loganatha Trading). He emphasised that, significantly, clause (a) does not stop there and

expressly records as follows: “and thereafter as mutually agreed to by both the parties”.

7. Even with regard to Noble Broadcasting Corporation Private Limited (Noble Broadcasting), he submitted that the parties of the first part were required to acquire web portals, such as Kumudam.com, Kumudam Matrimony.com and Kumudam web TV, from Noble Broadcasting at a fair value to be determined by KPMG and Deloitte and thereafter as mutually agreed to by both the parties and upon fulfillment of all the obligations of the mutually agreed terms and conditions of the final settlement agreement. Referring to clause (e) of the MOU in this regard, he further submitted that it provides for the purchase of the shares held by Mrs.A.Kothai in Noble Broadcasting by the parties of the second part at a fair and mutually agreed value.

8. In effect, he contended that the MOU entirely hinges upon parties mutually agreeing later on essential aspects, such as price, in relation to actions contemplated in multiple clauses. In the absence of such agreement, he contended that no binding obligations are created. Reference was made to the requirement of mutual agreement in clauses

(a), (b), (c), (e), (g)(i), (m) and (o) thereof. Thus, he contended that the MOU merely indicated a list of broad terms and conditions that were required to be fulfilled so as to execute a final settlement agreement, which, if executed, would have been binding and enforceable. Adverting to the primary relief of specific performance, learned senior counsel pointed out that the plaintiff is inviting the Court to fill in the gaps in the MOU by even deciding the consideration payable for the share transfer. According to learned senior counsel, this would amount to the Court writing the contract for the parties, which is clearly impermissible.

9. In support of the above contention that an agreement to enter into an agreement cannot be specifically enforced, the following judgments were relied upon:

(i) *Currimbhoy and Company, Limited v. L.A.Creet and others, (1933) 37 LW 253*;

(ii) *H.G.Krishna Reddy and Co. v. M.M.Thimmiah and another, 1983 SCC OnLine Mad 16*, particularly paragraphs 9 to 17;

(iii) *Jagdish Chander v. Ramesh Chander, (2007) 5 SCC 719*, particularly paragraph 8(iv);

(iv) *Speech and Software Technologies (India) (P) Limited v. Neos*

Interactive Ltd., (2009) 1 SCC 475, particularly paragraph 22 thereof;

(v) *R.Radhakrishnan v. G. Ekambaram, 2011 SCC OnLine Mad 1753*, particularly paragraphs 44 to 50;

10. As support for the proposition that the Court cannot fill in the gaps in an agreement, the following judgments were relied upon:

(i) *P.Panneerselvan v. A.Baylis, 2006 SCC OnLine Mad 406*, particularly paragraph 41 thereof;

(ii) *Rajasthan State Industrial Development & Investment Corporation v. Diamond & Gem Development Corporation Ltd., (2013) 5 SCC 470*, particularly paragraph 23;

(iii) *M.Gnanasambandam v. M.Raja Appar, 2009 SCC OnLine Mad 465*, particularly paragraphs 29 to 31, 34 & 35;

11. In support of the contention that only the contents of the document should be looked into to determine its nature, the following judgments were relied upon:

(i) *Shamjibhai v. Jagoo Hemchand and others, AIR 1952 Nag 220*, paragraphs 8 to 10, 13, 14, 18, 39 to 42 and 51;

(ii) *Azeem Infinite Dwelling (India) (P) Limited v. Patel Engineering Limited, 2024 SCC OnLine Kar 10320*, paragraphs 11 & 12;

12. The second contention of learned senior counsel was that Section 9 of the Sale of Goods Act, 1930 (the Sale of Goods Act) is inapplicable. At the outset, Mr. Raghavan pointed out that the MOU evidently relates to both movable and immovable properties and that, consequently, the Sale of Goods Act, which deals only with movable property, cannot be applied. In this connection, he referred to clauses (a) & (g)(i) of the MOU to emphasise that the determination of sale consideration for the purchase of shares of KPPL by the parties of the first part under the MOU is intrinsically linked to the valuation of the immovable properties of Loganatha Trading. He also pointed out that clause (g)(i) of the MOU specifies that, after the demerger/division of the lands of Loganatha Trading, parties of the first part shall hold 2/3rd and parties of the second part 1/3rd. He also pointed out that the plaintiff has not even impleaded Loganatha Trading as a party to the suit. Relying on the judgment of the Supreme Court in *Installment Supply Limited v. STO, (1974) 4 SCC 739*, paragraph 6, Mr. Raghavan submitted that an

agreement of sale is only an executory contract for sale, where there is no transfer or conveyance. In such cases, he contended that the Supreme Court held that relief would be limited to damages because title in the goods had not passed.

13. Against this backdrop, by referring to Section 9, he contended that the legislative intent in introducing Section 9 was to prevent the seller from being left high and dry after the transfer of title in the goods has taken place. Consequently, he contended that sub-section (2) thereof provides for payment of a reasonable price by the buyer where price is not fixed or determinable from the contract. By contrast, because there is no transfer of title in an agreement to sell, he contended that price cannot be fixed by the Court. Referring to *Loftus v. Roberts, (1902) 18 TLR 532* and *Joyce v. Swann, (1964) 144 ER (34)*, learned senior counsel contended that said judgments interpreted Section 8 of the English Sale of Goods Act, which is in *pari materia* to Section 9 of the Sale of Goods Act, and held that an action cannot be brought under the said provisions unless price is fixed or the method of ascertaining price is agreed to in the contract.

14. As regards the judgment of the Supreme Court in *M.S. Madhusoodhanan v. Kerala Kaumudi (P) Limited, (2004) 9 SCC 204 (Madhusoodhanan),* he contended that said judgment dealt with the transfer of shares of two companies, namely, Kerala Kaumudi and Kaumudi Investments Private Limited. As regards Kerala Kaumudi, the transfer of shares in favour of M.S. Madhusoodhanan had taken place and it was, consequently, an executed contract of sale. In those circumstances, he submitted that the Supreme Court invoked Section 9 of the Sale of Goods Act. He also pointed out that paragraph 27 of the judgment records that the express intention of the parties was to effect an immediate transfer of shares and agree upon the consideration later. He also pointed out that paragraph 146 of the said judgment records that the Karar does not call upon parties to determine the consideration. By contrast, he contended that the MOU in this case expressly requires mutual agreement between the parties in multiple clauses.

15. The third contention of Mr. Raghavan was that part performance of the MOU is not permissible. After pointing out that the MOU dealt with multiple actions, i.e. the transfer of shares of the applicant and the third respondent in KPPL, the removal of the tower

placed by Noble Broadcasting, the transfer of shares of Noble Broadcasting, the division of the immovable property of Loganatha Trading between the parties, etc., he submitted that the relief claimed in the suit is limited to enforcing the obligation in the MOU for transfer of shares of KPPL. In effect, he contended that the plaintiff has requested for part performance of the MOU and not full performance of all obligations thereunder. Unless the plaintiff satisfies the requirements of sub-sections (2) to (4) of Section 12 of the Specific Relief Act, 1963 (the Specific Relief Act, he contended that part performance cannot be granted. Because the plaintiff has not even pleaded that the ingredients of sub-sections (2) to (4) of Section 12 have been fulfilled, he submitted that the plaintiff has no real prospect of success.

16. As regards the scope of Order XIII-A of the CPC, he submitted that said provision was introduced with the object of enabling the expeditious disposal of commercial disputes. Relying on the judgment of the Supreme Court in *Ambalal Sarabhai Enterprises Ltd. v. K.S.Infraspace LLP, (2020) 15 SCC 585*, paragraphs 34 to 36, he contended that the scope of Order XIII-A cannot be curtailed on technicalities. Once the applicant has established that the plaintiff has no

real prospect of succeeding on the claim, he contended that the onus is on the plaintiff to show that there is some other compelling reason for the matter to proceed to trial. Because the plaintiff has failed to establish that there is any compelling reason justifying a trial, he submitted that the application for summary judgment is liable to be allowed.

17. Responding to the above submissions, Mr. P.S. Raman, learned senior counsel, opened his submissions by providing an outline of the key facts and events leading to the filing of the suit. Starting with the founding of the magazine 'Kumudam' by Mr. S.A.P. Annamalai Chettiar (SAP) in 1947, he pointed out that KPPL was incorporated on 31.12.1971 by transferring the business run by the HUF of SAP to the limited company. He pointed out that Mr. Parthasarathy, the father of the applicant, was a close friend and associate. Until his demise in 1994, he pointed out that SAP was the majority shareholder and managing director of KPPL. After pointing out that Kumudam Printers Private Limited (KP) was incorporated on 26.06.1972, he further submitted that the applicant/second defendant became a director of KPPL on 03.07.1990. He also submitted that SAP executed a Will on 25.08.1993 bequeathing his properties, including his shares in the Kumudam Group of

Companies, to the plaintiff. He next referred to the merger of KPPL and KP, whereby shares in KP were allotted to the plaintiff and to the second defendant.

18. He thereafter referred to the acts of mismanagement/breach of fiduciary duties committed by the applicant/second defendant by abusing his position as the managing director of KPPL. He also referred to the criminal complaint and FIR lodged in that regard by the plaintiff. After submitting that the second defendant also lodged complaints with the Enforcement Directorate, the Reserve Bank of India and Department of Information and Broadcasting as a counter blast, he pointed out that parties agreed to resolve their disputes by executing the MOU pursuant to mediation conducted by Mr. N. Ram. After said MOU was executed, without notice to the plaintiff, he submitted that the second defendant purportedly cancelled the shares issued to the plaintiff at a board meeting. After the initiation of proceedings before the erstwhile Company Law Board in that regard, he submitted that the present suit was filed.

19. Referring to the affidavit of Mr.N.Ram in relation to the execution of the MOU, he pointed out that it is recorded therein that

about 20 meetings were held in the presence of Mr. Ram and that the rival parties were represented by not only the respective principal representatives but also by their lawyers. He made specific reference to the statements in the affidavit regarding the voluntary participation of parties at meetings and to the free and fair discussions therein. Turning to the object and purpose of the MOU, learned senior counsel contended that the unequivocal intention was that the family of the applicant/second defendant would exit KPPL and that the plaintiff's family would exit Noble Broadcasting. Referring to several clauses of the MOU, Mr. Raman contended that detailed provision was made for the fulfillment of reciprocal obligations and that there is nothing ambiguous about these clauses.

20. He next contended that parties took steps to implement the MOU after it was signed. In this connection, specific reference was made to the steps taken to appoint a statutory auditor on 11.02.2011 and to remove the tower used by Noble Broadcasting. He also referred to letter dated 11.02.2011 from the second defendant stating that parties had entered into the MOU and had decided to appoint a statutory auditor each pursuant thereto. He also contended in this regard that this cannot be

construed as a privileged communication. Specifically referring to clause (c) of the MOU, which provides for the removal of the tower put up by the fourth and fifth defendants for running Noble Broadcasting, he contended that the agreed position is that this obligation was fulfilled by removing the tower. He also contended that steps were taken to fulfil obligations under the MOU in 2011 and even in 2016, i.e. much beyond the 60 day period mentioned in clause (q) thereof.

21. Mr. Raman then contended that the MOU is not in the nature of a term sheet or heads of agreement where only certain obligations, typically confidentiality and exclusivity, are legally binding. He also pointed out that the MOU repeatedly uses imperative language such as 'shall' or 'will' in contrast to a term sheet or heads of agreement, which is intended to enable the purchaser to carry out due diligence so as to decide whether the proposed transaction should be entered into. By contrast, he contended that both parties were fully aware of the business and had, therefore, undertaken binding commitments in the MOU.

22. Relying on Section 9 of the Sale of Goods Act, Mr. Raman contended that it applies not only to a sale but also to an agreement to

sell. Referring to the express language of Section 4(1), he contended that even on a plain and literal reading, it extends to an agreement to sell. Relying on the judgment of the Supreme Court in *Madhusoodhanan*, he contended that the principle laid down therein cannot be confined to a sale as opposed to an agreement of sale. Consequently, he contended that a reasonable price may be fixed by the Court in all cases where parties are unable to agree on the price. Apart from *Madhusoodhanan*, he also relied on the judgment of the Supreme Court in *Kurapati Venkata Mallayya and another v. Thondepu Ramaswami and Co. and Another, AIR (1964) SC 818*, particularly paragraph 14 thereof.

23. Dealing with the contention that the MOU deals with both movable and immovable properties, he submitted that the MOU does not provide for a separate consideration for the immovable property. Because the MOU, in clause (g), provides for a 2:1 split of the lands owned by Loganatha Trading, he contended that said obligation may be enforced by recourse to the general principles relating to specific performance and that recourse to Section 9 of the Sale of Goods Act is not necessary for such purpose. He referred to the measures taken by the applicant to protract the disposal of the suit and also pointed out that this application

was filed after 12 years. He concluded by submitting that the plaintiff has more than a reasonable prospect of success and that the application is liable to be dismissed.

24. Mr. Dama Seshadri Naidu, learned senior counsel, commenced his submissions by adverting to the clauses of the MOU in detail. Towards this end, he provided a note with a break-up of each clause and the obligations created thereunder. Illustratively, he pointed out that clause (a) provides that the parties of the first part shall retain their existing shareholding of 66.60% in KPPL and continue to publish Kumudam and all sister magazines (except Kumudam Reporter and Kumudam Snehidhi). He pointed out that said clause also prescribes that the parties of the first part shall pay consideration to the parties of the second part for the transfer of 33.40% shares in KPPL by demand draft based on the fair value determined by KPMG, Deloitte, M/s Cushman Wakefield and CB Richard Ellis. It also imposes an obligation on the parties of the first part to act in good faith and not do any act affecting the interest of the other party. As regards the parties of the second part, he submitted that it specifies that they shall transfer their 33.40% shares in KPPL to the parties of the first part or their nominees retaining only

proportionate shares equivalent to the consideration retained by the parties of the first part. He also submitted it imposes a reciprocal obligation on the parties of the second part to act in good faith and not do any act affecting the interest of the other party. In addition, he submitted that it imposes a common obligation on both parties to mutually agree on the price for shares after obtaining valuations from KPMG, Deloitte, M/s Cushman Wakefield and CB Richard Ellis.

25. In a similar vein, he pointed out that the other clauses deal with: the ownership of the Kumudam Reporter and Kumudam Snehidhi [clause (b)]; tower removal and vacation of premises [clause (c)]; the movable and immovable properties of KPPL [clause (d)]; the acquisition of digital/online businesses [clause (e)]; the Mevaloorkuppam lands of Loganatha Trading [clause (g)]; joint statutory audit [clause (h)], the criminal case [clause (i)]; and ancillary provisions [remaining clauses]. He also pointed out that several of the obligations specified in the above clauses do not require any further agreement. When read as a whole, he submitted that, therefore, the MOU is intended to be binding and enforceable. He also submitted that price may be fixed by the Court, as provided in Section 9 of the Sale of Goods Act.

26. With this factual background, he referred to the law on contracts. Relying on the commentary, Pollock & Mulla on the Indian Contract Act, 1872, 16th Edition, he contended that mere reference to a further agreement does not lead to the conclusion that the contract is unenforceable and that it is a question of construction as to whether the execution of a further contract is a condition or term of the bargain, or a mere expression of the desire of the parties as to the manner in which the transaction already agreed upon would go through. Referring to the commentary McMeel on the Construction of Contracts, Third edition, he pointed out that a court would prefer a construction which upholds the validity of a transaction to one which renders it invalid or too uncertain or ambiguous to enforce. He also relied upon the six principles formulated by Lloyd L.J. as regards the non-specification of price in a MOU. He distinguished consideration and payment of price by pointing out that a promise to pay the price is the consideration and the payment is performance of that promise and not its consideration. He also referred to the commentary Corbin on Contracts, Formation of Contracts, Revised Edition, with regard to vagueness and uncertainty.

Discussion, analysis and conclusions

27. The principal question that arises for consideration in this application is whether the suit is liable to be dismissed on summary basis. The answer to this question turns on whether the applicant/second defendant has established that the plaintiff has no real prospect of succeeding. Apart from the ancillary remedies requested for, the primary remedy claimed by the plaintiff is for specific performance of the MOU. Hence, it boils down to whether the applicant has established that the plaintiff has no real prospect of obtaining a decree for specific performance. Rule 2 of Order XIII-A of the CPC enables a party to apply for summary judgment at any time after summons were served on the defendant provided that the Court has not framed issues in the suit. In this case, the plaint was presented in or about February 2012, but issues have not been framed as on date. Therefore, the applicant/second defendant satisfies the preliminary requirement for filing an application for summary judgment. The plaintiff contended that the application was filed belatedly about 12 years after the institution of the suit. Ordinarily, this would have been a relevant consideration. In the factual context of the suit being declared as a commercial suit on 18.06.2024, however, I

conclude that the application lodged in September 2025 cannot be rejected on the ground of delay.

28. Rules 3, 6, and 7 deal with the grounds for summary judgment, the orders that may be made by the Court and conditional orders, respectively. Said rules are set out below:

> *"3. Grounds for summary judgment.—The Court may give a summary judgment against a plaintiff or defendant on a claim if it considers that—*
>
> *(a) the plaintiff has no real prospect of succeeding on the claim or the defendant has no real prospect of successfully defending the claim, as the case may be; and*
>
> *(b) there is no other compelling reason why the claim should not be disposed of before recording of oral evidence.*
>
> .. ..
>
> *6. Orders that may be made by Court.—(1) On an application made under this Order, the Court may make such orders that it may deem fit in its discretion including the following:—*
>
> *(a) judgment on the claim;*
>
> *(b) conditional order in accordance with Rule 7 mentioned hereunder;*
>
> *(c) dismissing the application;*

(d) dismissing part of the claim and a judgment on part of the claim that is not dismissed;

(e) striking out the pleadings (whether in whole or in part); or

(f) further directions to proceed for case management under Order XV-A.

(2) Where the Court makes any of the orders as set forth in sub-rule (1) (a) to (f), the Court shall record its reasons for making such order.

7. Conditional order.—(1) Where it appears to the Court that it is possible that a claim or defence may succeed but it is improbable that it shall do so, the Court may make a conditional order as set forth in Rule 6 (1) (b) above.

(2) Where the Court makes a conditional order, it may:—

(a) make it subject to all or any of the following conditions:—

(i) require a party to deposit a sum of money in the Court;

(ii) require a party to take a specified step in relation to the claim or defence, as the case may be;

(iii) require a party, as the case may be, to give such security or provide such surety for restitution of costs as the Court deems fit and proper;

(iv) impose such other conditions, including

providing security for restitution of losses that any party is likely to suffer during the pendency of the suit, as the Court may deem fit in its discretion; and

(b) specify the consequences of the failure to comply with the conditional order, including passing a judgment against the party that have not complied with the conditional order. "

29. Order XIII-A was interpreted by this Court in *Godaddy.com LLC and another v. M/s.Puravankara Projects Limited, 2022 (91) PTC 440 (Mad)*, wherein the relevant principles were formulated as under:

"17. The principles pertaining to the grant of summary judgment, albeit non-exhaustive, as gleaned from the above analysis and from precedents, are set out below:

(i) The applicant should discharge the burden of establishing that the counter party has no real prospect of succeeding on the claim, including a part thereof, or successfully defending the claim, or a part thereof, as the case may be. The adjective 'real' is used to indicate that such prospect is not 'illusory', 'theoretical or statistical' or 'imaginary' or 'fanciful'.

(ii) Rule 6 of Order XIII-A confers wide latitude on the court to pass a range of orders in an application

for summary judgment either on the whole or part of the claim. The types of order specified in Rule 6 are illustrative and not exhaustive.

(iii) If the Court concludes that the counter party could probably succeed, as regards the whole of the claim, the application is liable to be dismissed. If the court considers the success of the counter party probable as regards a part of the claim, or, in respect of some of the reliefs claimed, but not the remainder, the application may be considered as regards the remainder.

(iv) If the court concludes that it is really possible but not probable that the counter party could succeed, a conditional order may be passed. Although Rule 7 of Order XIII-A uses the word 'possible', it does not mean statistical or theoretical possibility but real possibility.

(v) Once the applicant satisfies the requirement of clause (a) of Rule 3 of Order XIII-A, it becomes necessary for the court to consider whether there is any other compelling reason to direct parties to record oral evidence. Since the conjunction 'and' is used between clauses 'a' and 'b' of Rule 3, the requirements should be construed as cumulative.

(vi) The obligations imposed by Rules 4 and 5 on the parties to plead their respective cases and produce all material evidence in relation thereto does not shift

the burden of proof. Instead, it is a procedural device to enable the court to meaningfully consider whether the whole or part of the suit claim may be disposed of summarily.

(vii) The scope of Order XIII-A is wider than Order XII, Rule 6 CPC, which is triggered only on the basis of admissions. It is also far wider than Order VII Rule 11 CPC because the court goes well beyond the plaint and examines all the evidence placed before it. However, such application is maintainable in the limited window after summons' are served but before issues are framed.

(viii) In the ultimate analysis, Order XIII-A facilitates fulfilment of two salient but often undervalued objectives of a fair and just dispute resolution system, namely, expeditious disposal and equitable and proportionate allocation of the limited resources of the public court system. It represents a paradigm shift from a blinkered trial-is-the-only-method approach to the adjudication of civil suits to a more balanced approach, which preserves the trial process wherever appropriate and necessary."

30. Recently, in fact after arguments were heard and judgment was reserved in this case, the Supreme Court examined the scope of Order XIII-A in *Reliance Eminent Trading and Commercial Private Limited v.*

Delhi Development Authority, 2026 SCC OnLine Delhi 744. After drawing a parallel between Order XIII-A and the corresponding rules in the Civil Procedure Rules, 1998 of the United Kingdom, the Supreme Court formulated the following principles:

> *"59. Therefore, while considering an application for summary judgment under Order XIII-A of the CPC, the following non-exhaustive guidelines have to be complied –*
>
> *(i) That the procedural mandate under Order XIII-A, CPC be strictly complied.*
>
> *(ii) The Court should consider,*
>
> *(a) Whether Plaintiff has no real prospect of succeeding on the claim or issue; or*
>
> *(b) Whether the defendant has no real prospect of successfully defending the claim or issue; and*
>
> *(iii) The Court should also consider whether there is no other reason why the case or issue(s) should be allowed to go to trial.*
>
> *(iv) While ascertaining above, the Court does not have to take everything on the face value, but it must also not conduct a mini trial at the same time.*
>
> *(v) That the Court has to differentiate between a cause of action/defence respectively, which is real as opposed to fanciful prospect.*

vi) That the Court ought to grasp the nettle, when dealing with the summary judgment applications to decide short points of law and interpretations.

(vii) The Court must take into account not only the evidence before it but also the evidence that can reasonably be expected to be led/available at the trial.

(viii) That the Court's usage of power under Order XIII-A, CPC is exceptional as it cuts short the process of trial and ought to be exercised where oral evidence and full trial is not required.

(ix) In order to ascertain the need for full trial over summary judgment, the Court has to see whether, in the interest of justice, it is more suited to conduct trial to –

(a) Weigh the evidence,

(b) Evaluate the credibility of a deponent,

(c) Draw reasonable inferences from the evidence."

31. Keeping in mind the above principles, I turn to the evidence in relation to the application for summary judgment. The fate of this application largely revolves around close examination of the MOU. I set out below the recital and clause (a) of the MOU:

"The PARTIES OF THE FIRST PART and the PARTIES OF THE SECOND PART have had numerous meetings and have mutually agreed to the following broad terms and conditions which will culminate in the execution of the Final Settlement Agreement between the PARTIES:-

(a) The PARTIES OF THE FIRST PART shall retain their existing shareholding of about 66.60% in Kumudam Publications Private Limited and continue to publish 'KUMUDAM' and all its sister magazines either with prefix or suffix 'KUMUDAM' except (1) KUMUDAM REPORTER and (2) KUMUDAM SNEHIDHI. Further, the PARTIES OF THE SECOND PART shall transfer their about 33.40% shares in KPPL, after retaining proportionate number of shares equivalent to the consideration retained by the PARTIES OF THE FIRST PART as stated in clause (c) below, to the PARTIES OF THE FIRST PART or their nominees on payment of such consideration as arrived at in accordance with the terms set out below, by Demand Draft drawn by the PARTIES OF THE FIRST PART in favour of the PARTIES OF THE SECOND PART and after the receipt of proportionate advance amount from the PARTIES OF THE FIRST PART deposited by the Distributors towards the two magazines KUMUDAM REPORTER AND

KUMUDAM SNEHIDHI with KPPL with necessary prior consent from the respective Distributors and it is mutually agreed that both the PARTIES will act in good faith and shall not do any act which could affect the interest of each other in this regard, and upon fulfillment of all the obligations of the mutually agreed terms and conditions of the Final Settlement Agreement. The price to be paid for the aforementioned shares by the PARTIES OF THE FIRST PART to the PARTIES OF THE SECOND PART will be based on the fair value determined by KPMG and Deloitte along with the valuation of M/s. Cushman Wakefield and CB Richard Ellis in regards to valuation of immovable properties of KPPL and Loganatha Trading P Limited and thereafter as mutually agreed to by both the PARTIES."

32. The recital reveals that the MOU was executed after numerous meetings. It also records that parties have mutually agreed to the following broad terms and conditions and that the same would culminate in the execution of the final settlement agreement between the parties. Clause (a) provides that the parties of the first part shall retain their existing shareholding of about 66.60% in KPPL. It also provides that they shall continue to publish Kumudam and all its sister magazines either

with the prefix or suffix Kumudam except (1) Kumudam Reporter and (2) Kumudam Snehidhi. It is noticeable that nothing further is required to be done under the MOU in this regard. Effectively, the MOU recognises the rights of the parties of the first part to retain their 66.60% shareholding in KPPL and the rights to publish Kumudam and its sister magazines excluding Kumudam Reporter and Kumudam Snehidhi.

33. Apart from the above, clause (a) records that the parties of the second part shall transfer their 33.40% shares in KPPL (after retaining a proportionate number of shares equivalent to the retained consideration) on payment of such consideration as arrived at in accordance with the terms set out below. The terms set out in clause (a) in this regard are as under:

> *" ....The price to be paid for the aforementioned shares by the parties of the first part to the parties of the second part will be based on the fair value determined by KPMG and Deloitte along with the valuation of M/s. Cushman Wakefield and CB Richard Ellis in regards to valuation of immovable properties of KPPL and Loganatha Trading P Limited and thereafter as mutually agreed to by both the parties."*

Thus, clause (a) recognizes the existing rights of the parties of the first part and also imposes obligations on the parties of the first part and second part subject to pre-conditions, such as valuation, and mutual agreement.

34. Clause (c) of the MOU is as under:

"(c) Upon completion and execution of the Final Settlement Agreement, the PARTIES OF THE SECOND PART shall apply for shifting of the Tower and agree to remove all equipments, including towers and other assets belonging to them and vacate from the premises of Kumudam Publications Private Limited situated at 306 (Old No.151), Purasawalkam High Road, Chennai – 600 010 within a period of one year from the date of execution of Final Settlement Agreement or 30 days of obtaining the last of the Governmental approvals required for the shifting of the tower, whichever is earlier. The PARTIES OF THE FIRST PART undertake that out of the total consideration set out in Clause (a) above, an amount to be mutually agreed between the Parties shall be withheld and placed in escrow. Such amount shall be released to the PARTIES OF THE SECOND PART only upon the tower being removed and peaceful absolute vacant possession of the second floor of the premises equivalent to 12,800 sq.ft. being

delivered to the PARTIES OF THE FIRST PART. Both the PARTIES agree for Mr. N. Ram, acting as the Escrow Agent in the matter. PARTIES OF THE FIRST PART shall on execution of the Final Settlement Agreement deposit the aforesaid consideration amount with the Escrow Agent in the form of Fixed Deposit in the name of the Escrow Agent. THE PARTIES OF THE SECOND PART shall likewise execute requisite share transfer forms relating to the proportionate shares in the name of the Escrow Agent and deposit the original Share Certificates and transfer forms relating to such Shares which shall be transferred and registered by the PARTIES OF THE FIRST PART in the name of the Escrow Agent. THE PARTIES OF THE SECOND PART undertake full responsibilities, both civil and criminal, and further agree to indemnify the PARTIES OF THE FIRST PART and KPPL from any claim, liability, action both civil and criminal, or any other proceedings or action in any manner whatsoever occurring on account of the tower and studio remaining in the premises from the date of execution of Final Settlement Agreement up to date of their removal. The PARTIES OF THE SECOND PART shall continue to pay rent as agreed to KPPL until and up to the date of removal of tower and vacating of studio space. If the PARTIES OF THE SECOND PART fails to remove the Tower and the Studio at its own cost within the stipulated time, then *the PARTIES OF THE FIRST PART shall give the PARTIES OF THE SECOND PART a final notice not exceeding 15 days to do the same, failing which, the PARTIES OF THE FIRST PART shall be entitled to remove the said Tower and the Studio without getting permission of the PARTIES OF THE SECOND PART and hand over the same to the PARTIES OF THE SECOND PART and be entitled to recover such costs for the removal from the PARTIES OF THE SECOND PART."*

As is evident from the above, this clause imposes an obligation on the parties of the second part to apply for shifting of the tower from the premises of KPPL within a period of one year from the date of execution of the final settlement agreement or within 30 days of obtaining the last of the Government approvals required for the shifting of the tower, whichever is earlier. It also provides that the parties of the first part would withhold a mutually agreed portion of the total consideration specified in clause (a) and place the same in escrow for release upon fulfilment of the obligation to shift the tower and hand over peaceful absolute vacant possession of the second floor of the premises equivalent to 12,800 square feet.

35. Although the final settlement agreement was not executed pursuant to MOU, the admitted position is that the tower was shifted. To that extent, one of the obligations under the MOU stands fulfilled, whether in terms of or independent of the obligation under clause (c). Clause (g)(i) specifies as under:

> *"(g)(i) The lands at Mevaloorkuppam owned by Loganatha Trading Private Limited will be demerged or divided in such a manner that the PARTIES OF THE FIRST PART shall hold 2/3rd and the PARTIES OF THE SECOND PART and/or his nominees, shall hold 1/3rd. For this purpose, a valuation shall be carried out by Cushman Wakefield and CB Richard Ellis, which valuation may be taken up for mutual discussion between the PARTIES to arrive at the fair value for Loganatha Trading Private Limited. Both the PARTIES agree that their legal counsel shall jointly recommend to them the manner of separation of Loganatha Trading Private Limited for the purpose of effectively giving legal title, possession and ownership of the properties situated at Mevaloorkuppam, viz., 2/3rd share to the PARTIES OF THE FIRST PART and 1/3rd share to the PARTIES OF THE SECOND PART based on which the parties shall arrive at a mutual agreement on the modality of such separation."*

This clause, as is evident from the above, deals with the lands at *Mevaloorkuppam* owned by Loganatha Trading. It envisages the demerger or division of the land in such a manner that the parties of the first part shall hold 2/3rd and the parties of the second part shall hold 1/3rd. For this purpose, valuation by M/s Cushman Wakefield and CB Richard Ellis is agreed to. It also prescribes that parties shall arrive at a mutual agreement on the modality of separation of land as $2/3^{rd}$ share to the parties of the first part and $1/3^{rd}$ share to the parties of the second part upon receipt of a joint recommendation by their counsel.

36. Because the clauses extracted above and several other clauses expressly provide for either the mutual agreement of the parties and/or the execution of a final settlement agreement, it was contended on behalf of the applicant/second defendant that the MOU is no more than an agreement to agree and cannot be specifically enforced. This contention was countered by the plaintiff and the fifth and sixth defendants on the ground that the non-execution of the final settlement agreement does not *per se* defeat a claim for specific performance and that the failure to fix the price can be overcome *inter alia* by reference to Section 9 of the Sale of Goods Act. These aspects warrant close consideration.

37. Section 9 of the Sale of Goods Act provides as under:

> *"9. Ascertainment of price.—(1) The price in a contract of sale may be fixed by the contract or may be left to be fixed in manner thereby agreed or may be determined by the course of dealing between the parties.*
>
> *(2) Where the price is not determined in accordance with the foregoing provisions, the buyer shall pay the seller a reasonable price. What is a reasonable price is a question of fact dependent on the circumstances of each particular case."*

Before proceeding further, it should be recognized that the Sale of Goods Act applies to goods as defined in Section 2(7) thereof. Section 2(7) defines goods as every kind of movable property. Consequently, this statute only applies to the sale of movable property.

38. Goods are defined in Section 2(7) of the Sale of Goods Act as follows:

> *"(7) "goods" means every kind of movable property other than actionable claims and money; and includes stock and shares, growing crops, grass, and*

things attached to or forming part of the land which are agreed to be severed before sale or under the contract of sale;"

As can be seen from the definition, shares are expressly included. The parties herein do not contest this position. As is evident from clause (a), the MOU pertains to the transfer of the 33.40% shareholding of the parties of the second part in KPPL to the parties of the first part. It also envisages the transfer of shares of sister concerns, such as Noble Broadcasting.

39. Contract of sale is dealt with in Section 4 of the Sale of Goods Act, which reads as under:

"4. Sale and agreement to sell.—(1) A contract of sale of goods is a contract whereby the seller transfers or agrees to transfer the property in goods to the buyer for a price. There may be a contract of sale between one part-owner and another.

(2) A contract of sale may be absolute or conditional.

(3) Where under a contract of sale the property in the goods is transferred from the seller to the buyer, the contract is called a sale, but where the transfer of the property in the goods is to take place at a future

> *time or subject to some condition thereafter to be fulfilled, the contract is called an agreement to sell.*
>
> *(4) An agreement to sell becomes a sale when the time elapses or the conditions are fulfilled subject to which the property in the goods is to be transferred."*

The text of Section 4 reveals that it applies to a contract whereby the seller transfers or agrees to transfer the property in goods to the buyer for a price. Thus, as contended by the plaintiff and defendants 5 and 6, the expression contract of sale in Section 9 applies not only to a sale, but also to an agreement of sale. Section 9(1) prescribes that the price may be fixed by the contract or may be left to be fixed in a manner agreed upon in the contract or may be determined by the course of dealing between the parties. Sub-section (2) of Section 9 provides that where the price is not determined in accordance with the foregoing provisions, the buyer shall pay the seller a reasonable price. It also provides that the determination of reasonable price is a question of fact.

40. In the case at hand, price has clearly not been fixed in the contract. The contract, however, provides that the price is to be mutually discussed and agreed to after the receipt of valuation reports from two

Chartered Accountant firms (KPMG and Deloitte) and two realtors (M/s Cushman Wakefield and C.B. Richard Ellis), with regard to the relevant immovable properties. Significantly, the language of sub-section (2) does not preclude payment of a reasonable price in a case where the manner of fixation of price is fixed in a contract. Instead, it uses the expression "where the price is not determined in accordance with the foregoing provisions" thereby indicating that sub-section (2) may be pressed into service in a case where price could not be determined in the manner agreed to in the contract.

41. The pleadings and evidence reveal that, after the execution of the MOU, valuations were not undertaken by the two specified Chartered Accountants or by the two specified realtors. Mutual discussions also did not take place thereafter. Going by the language of sub-section (2), it cannot be said that the operation of sub-section (2) stands excluded in the said facts and circumstances.

42. The applicant/second defendant also contended that the Sale of Goods Act, including Section 9 thereof, is inapplicable because the MOU deals not only with movable properties but also with immovable

properties. On examining the MOU, it is clear that it also deals with the immovable properties of KPPL and Loganatha Trading.

43. As is evident from clauses (c) and (g)(i) of the MOU, interestingly, no separate consideration is prescribed in relation to the handing over of possession or division of lands. Clause (c) provides for the shifting of the tower and handing over of peaceful vacant possession of the second floor of the premises thereafter to the parties of the first part. Clause (g)(i) provides for a division of the land of Loganatha Trading such that the parties of the first part hold 2/3rd and the parties of the second part hold 1/3rd. Such division is required to be preceded by a valuation by two realtors followed by mutual discussion between the parties to arrive at a fair value for Loganatha Trading. It, however, does not provide for any price to be paid in relation to such land either by the parties of the first part or the parties of the second part. When clause (g)(i) is read conjointly with clause (a), both of which are extracted above, it is evident that the consideration/price for the 33.40% shares of the parties of the second part in KPPL, which are required to be transferred to the parties of the first part, is partly dependent on the valuation of the lands of Loganatha Trading. Thus, the MOU does not appear to prescribe a

separate consideration for the immovable properties dealt with therein. In these circumstances, without recording any definitive conclusions on the applicability of Section 9 of the Sale of Goods Act, I am of the view that its applicability cannot be foreclosed at this juncture.

44. As per principles formulated by the Supreme Court and by this Court in relation to an application for summary judgment, while the Court is required to examine the evidence placed on record by parties for purposes of adjudicating the application, a mini-trial is not envisaged. Apart from the clauses and obligations discussed above, parties had also agreed to as under in clauses (h) to (j) of the MOU:

> *"(h) Each of the PARTIES agree to appoint a Chartered Accountant as joint Statutory Auditors to audit the books of accounts of Kumudam Publications Private Limited and Loganatha Trading Private Limited for the Y.E. 31.03.2010. The said Auditors shall also do the audit for the period 1.4.2010 to 15.8.2010 which shall also form the basis for arriving at the valuation of KPPL and Loganatha Trading P Limited.*
>
> *(i) Pending execution of Final Settlement Agreement, Dr. A. Jawahar Palaniappan agrees not to precipitate the criminal case pending before the*

Commissioner of Police and shall withdraw the complaint at the time of execution of the Final Settlement Agreement and transfer of shares. An Affidavit to this effect shall be signed by Dr. A Jawahar Palaniappan simultaneously on execution of this MOU and shall be kept with Mr. N. Ram.

(j) All the PARTIES to this MOU undertake that they shall not initiate any civil or criminal case/complaints or proceedings against each other during the pendency of this MOU or after signing of Final Settlement Agreement and an Affidavit to this effect will be executed by all the PARTIES to this MOU and kept with Mr. N. Ram."

45. As can be seen from the above extracts, in clause (h), parties have agreed to appoint Chartered Accountants as joint statutory auditors to audit the books of accounts of KPPL and Loganatha Trading for the year ended 31.03.2010. Communication dated 11.02.2011 from KPPL to the Regional Director, Department of Company Affairs is on record. In the said communication, the Chairman and Managing Director of KPPL stated as under:

"Please refer to the our dated 31.03.2010 along with the application in the required form seeking approval of the central government for appointment of

statutory auditors of the Company under section 224(3) of the Companies Act, 1956. Without prejudice to the contentions of both the Parties and recognising the fact that both the Parties have already entered into an MOU dated 15.08.2010 and pursuing the spirit and the agreement as per the said MOU, both the Parties decided to appoint a Statutory Auditor each to jointly audit the accounts of the Company for the financial year ended 31.03.2010. The shareholders of the company therefore propose to appoint the statutory auditors in an Extra-Ordinary General Meeting of the company.

In view of the above it is requested the application made to your office as cited above may please be treated as withdrawn."

It is noticeable that express reference was made to the MOU and to the obligation to appoint a statutory auditor by each party thereunder to audit the accounts of the company for the financial year ended 31.03.2010. Although this communication contains the "without prejudice" qualification, it has clearly been issued pursuant to and in terms of obligations specified in the MOU. The communication was issued on 11.02.2011, which is about six months after the date of execution of the

MOU. Thus, it appears that parties recognized their obligations under the MOU well beyond the 60 day limit specified in clause (q) thereof.

46. In clause (i), the first respondent/plaintiff agreed not to precipitate the criminal case pending before the Commissioner of Police pending execution of the final settlement agreement. In clause (j), all the parties to the MOU have undertaken that they shall not initiate any civil or criminal case/complaints or proceedings against each other during the pendency of the MOU or after signing of the final settlement agreement. These obligations are not contingent on any further mutual agreement or on the execution of the final settlement agreement.

47. Another contention of the applicant warrants consideration before recording final conclusions. Referring to the plaint and the relief claimed therein, it was contended that the plaintiff is seeking part performance of the MOU only in relation to the transfer of shares in KPPL. It was contended further that part performance may be granted only if the requirements of Section 12 of the Specific Relief Act are satisfied, and that even necessary pleadings are absent.

48. On closely examining the plaint, I find that there is nothing therein to indicate that part performance is requested. On the contrary, it is stated as under in paragraph 28:

> *"28. It is humbly submitted that the parties have negotiated all the terms and conditions and as a result of the negotiation entered into the MOU which is a concluded contract. The MOU between the parties is a complete bargain and the intention of the parties is clear. The terms of the final settlement agreement have already been agreed to and acted upon and it is only consequential. As could be seen from the terms and conditions of the MOU dated 15.8.2010, it is clear that the parties have accepted and incorporated the terms of the bargain and essential terms of the contract have been agreed upon. A perusal of the terms of the said MOU will clearly show that the same is concluded contract. The intention of the parties can be gathered from the language of the MOU. It contains the complete bargain and the terms of the MOU are binding and the execution of the final settlement agreement is only a formality or a consequential act. "*

49. Much emphasis was placed on prayer (a) to buttress the above contention. Prayer (a) is "for specific performance of the Memorandum of Understanding dated 15.8.2010 entered into between the plaintiff, to

transfer the shares of the defendants 2 to 5 to the plaintiff consequent to fixation of fair value by this Hon'ble Court thereby directing the Defendants 2 to 5 to perform their reciprocal obligation". When viewed in the overall context of the plaint and other remedies, such as the removal of the tower, I conclude that specific performance of the MOU as a whole and not part performance has been requested.

50. Taking a holistic view of the MOU and the provisions of the Sale of Goods Act, particularly Section 9 thereof, I am unable to conclude that the plaintiff does not have a real prospect of succeeding in the action for specific performance. In other words, it cannot be said that the primary relief of specific performance is a fanciful or illusory claim. On a spectrum running from impossibility to certainty of success, the legislative guidance in Rule 7 of Order XIII-A is to make a conditional order if the success of the counter party is possible but improbable. Effectively, even the possibility (albeit real and not illusory or statistical) of success is sufficient to defeat an application for summary dismissal of an action. For reasons aforesaid, the applicant has failed to establish that the plaintiff's success is not possible. In addition, the record discloses that the MOU was executed after extensive discussions at meetings mediated

by Mr. N.Ram. He has affirmed an affidavit in this regard. In the written statement, the applicant has pleaded duress/coercion and set up a case of absence of free consent in the execution of the MOU. Oral evidence would, therefore, throw further light on the MOU. Hence, applying the principles formulated by the Supreme Court and this Court, this application is liable to be and is hereby dismissed without any order as to costs. All parties are, however, directed to take necessary measures to facilitate expeditious adjudication of the suit.

01.06.2026

Index : Yes / No
Internet : Yes / No
Neutral Citation: Yes / No
kj

SENTHILKUMAR RAMAMOORTHY,J.

Kj

Pre-delivery order in
A.No.4740 of 2025 in
C.S.No.139 of 2012

01.06.2026