



WEB COPY



CRP.No.60 of 2026

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 09.01.2026

CORAM:

THE HONOURABLE MR.JUSTICE S.SOUNTHAR

CRP.No.60 of 2026
and CMP.No.184 of 2026

1. K.Sasikala
M.Giridhar (Deceased)
2. Mrs. Sulochana
3. Minor Kumaravijai
4. Minor Udayakiran
(petitioners 3 and 4 are represented by their mother
and natural guardian Mrs. Sulochana

... Petitioners

Vs.

1. S.Vadivambal
2. A.Bhuvaneshwari
3. R.Nalini
4. J.Sarala
5.S.Purushothaman

...Respondents

PRAYER :Civil Revision Petition filed Article 227 of Constitution of India,
praying to set aside the fair and decreetal order made in I.A.No.2 of 2024 in
O.S.No.11969 of 2010 dated 29.11.2024 on the file of XVIII Additional
District Judge, City Civil Court, Chennai.

For Petitioners : Mr.G.Thyagarajan

For Respondents : Mr.L.Om Magesh

**ORDER**

The Civil Revision Petition is filed challenging the order passed by the Trial Court allowing the application filed by the respondents 1 to 5 seeking reopening of IA.No.1 of 2019 filed by the petitioners seeking payment out.

2. It is the case of the respondents 1 to 5 that they filed a suit for declaration that mortgage deed dated 05-06-2008 executed by plaintiffs in favour of 3rd defendant was null and void and for direction to defendants 2 and 3 to return the title documents of the suit 'A' schedule property received by them at the time of registration of mortgage deed. They also sought for injunction restraining the third defendant or any person claiming through him from bringing the suit property for public auction through 4th defendant or any other person. The said suit was compromised in Lokadalat and a decree was passed in terms of compromise memo on 06-12-2013 based on the report submitted by the Legal Service Authority. As per the terms of compromise memo, the plaintiffs were entitled to withdraw Rs.1,00,000/- and the 3rd defendant was entitled to withdraw balance amount lying in fixed deposit receipt dated 19-12-2008, which amount was deposited as per the interim order



passed in the suit. However, violating the terms of compromise memo, the petitioners herein filed IA.No.1 of 2019 seeking withdrawal of entire amount and the said application was allowed by the trial court permitting the first petitioner/2nd defendant to withdraw the entire amount.

3. The respondents 1 to 5 filed instant application in IA.No.2 of 2024 seeking to re-open the IA.No.1 of 2019 on the ground that order in IA.No.1 of 2019 was passed without hearing the respondents 1 to 5/plaintiffs. It is also urged by the contesting respondents that as per the terms of compromise memo, only plaintiffs were entitled to withdraw Rs.1,00,000/- and the balance amount with accrued interest shall be withdrawn by only third defendant. However, the order passed by the court below behind the back of the plaintiffs allowing the third defendant to withdraw the entire amount was unsustainable.

4. The Court below found that IA.No.1 of 2019 was allowed without properly hearing the plaintiffs and without taking into consideration the terms of the Compromise Memo. It is also observed by the Court below that as per the terms of Compromise Memo, the 1st petitioner/2nd defendant was not entitled to withdraw any amount and IA.No.1 of 2019 was inadvertently allowed without the knowledge of the plaintiffs.



5. This Court is also of the *prima facie* view that, as per the Compromise Memo, the First Petitioner/2nd defendant is not entitled to withdraw any amount and therefore, allowing of the application in IA.No.1 of 2019 appears to be incorrect. Further, when IA.No.1 of 2019 was allowed by the Court below without properly hearing the respondent 1 to 5/plaintiffs, the Court below is justified in allowing the application for re-opening of IA.No.1 of 2019. I do not find any serious error in the order passed by the trial court.

6. The learned counsel for the petitioners vehemently contended that as per the compromise memo, the first petitioner/second defendant is entitled to withdraw the amount. However, in the *prima facie* view of this court, the first petitioner/ second defendant is not entitled to withdraw any amount as per the compromise memo. In any way, as per the impugned order, IA.No.1 of 2019 is already re-opened by the court below. It is for the petitioners to make submission regarding the entitlement of the 1st petitioner/second defendant to withdraw the amount. The respondents/plaintiffs are also entitled to make their submissions in support of their claim. The IA.No.1 of 2019 shall be disposed of by the court below on its own merits after giving due opportunity to the petitioners and the respondents.



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7. With the above observations, the civil revision petition stands dismissed. No costs. Consequently, the connected miscellaneous petition is closed.

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Index : Yes / No
Internet : Yes / No
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To

1. The XVIII Additional District Judge,
City Civil Court, Chennai.



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