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A. Nos. 4943 & 4944 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

RESERVED ON : 08.06.2026
PRONOUNCED ON : 25.06.2026

CORAM

THE HONOURABLE DR.JUSTICE A.D.MARIA CLETE

A. Nos. 4943 & 4944 of 2025

in

E.P. No. 23 of 2021

G.Yuvaraj

No.44, Kalavai Chetty Street, Chintadripet, Chennai
600 002., Having Office at M/s.S.Singaravelu
Chetty, No.1, Genguraman Street, Park Town,
Chennai 600 003.

..Applicant(s) in both

Vs

Suresh Kumar

Having Office at M/s.Rajputana, No.2, Nainiappan
Naicken Street, Chennai 600 003., Residing at No.3,
Manonmani Ammal Road, Kilpauk, Chennai 600
010.

..Respondent(s) in both

PRAYER IN A.NO.4943 OF 2025: To set aside the order of arrest and detention dated 23/09/2025 passed in E.P.No.23 of 2021.

PRAYER IN A.NO.4944 OF 2025: To stay the operation of and all further proceedings pursuant to the order of arrest and detention dated 23.09.2025 passed in E.P. No. 23 of 2021 on the file of the Master, High Court of Madras pending disposal of the application.

For Applicant(s): M/S.S. Sadasharam
R.Krishna Prabhu



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V.S.Ravichandran

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For Respondent(s): Mr.P.Bubbareddy

COMMON ORDER

These Applications have been filed by the judgment debtor seeking to stay and set aside the order dated 23.09.2025 passed by the learned Master in E.P.No.23 of 2021, by which the Execution Petition was allowed and arrest and detention of the judgment debtor in civil prison was ordered.

2. The decree holder had filed C.S.No.260 of 2019 for recovery of money. The suit ended in a compromise decree dated 24.07.2019 on the basis of a joint compromise memo dated 17.07.2019. Under the compromise, the judgment debtor agreed to pay a total sum of Rs.1,15,00,000/- in four quarterly instalments of Rs.28,75,000/- each on or before 17.10.2019, 17.01.2020, 17.04.2020 and 17.07.2020. It was also agreed that, in the event of default in payment of any instalment or part thereof, the plaintiff would be entitled to Rs.1,52,44,036/- with further interest at 24% per annum from the date of plaint, namely 02.03.2019.

3. Admittedly, the compromise decree was not satisfied in terms thereof.

No appeal was preferred against the compromise decree. The decree holder

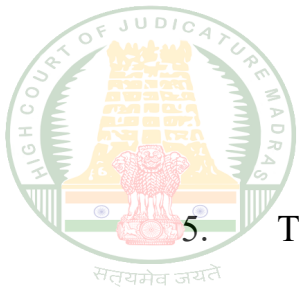


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therefore filed E.P.No.23 of 2021 under Order XXI Rules 37 and 38 CPC

seeking arrest and detention of the judgment debtor. The Execution Petition, as filed in February 2021, claimed Rs.2,23,80,412/-, being Rs.1,52,44,036/- towards the decretal amount and Rs.71,36,376/- towards interest at 24% per annum from 02.03.2019 to 10.02.2021. The memo of calculation filed along with the Execution Petition also reflects the same computation.

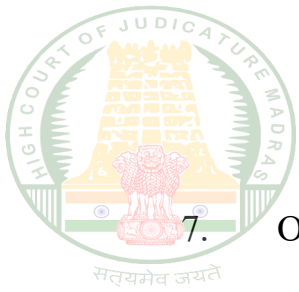
4. In the counter statement, the judgment debtor did not dispute either the decree or its finality. His stand, however, was that, after the decree, settlement talks took place and that the amount really payable was much lesser. He also stated that he had immovable properties near Madurai and was taking steps to alienate them so as to satisfy the decree holder, and that arrest would prevent him from doing so. In the additional counter statement, he himself gave particulars of properties said to be available with him, including agricultural lands near Kariapatti, other lands in specified survey numbers, a plot at Sriperumbudur, and an undivided share in the Chennai property bearing Door No.1, Genguraman Street. He also contended that means enquiry was necessary before any order of arrest.



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5. Thereafter, on 17.03.2023, the judgment debtor filed a further affidavit in the E.P. In that affidavit, he voluntarily undertook to pay Rs.1,50,00,000/- in full and final settlement on or before 31.05.2023, failing which he undertook to register a sale deed in favour of the decree holder in respect of the property at No.1, Genguraman Street / part of Nyniappa Naicken Street, Park Town, Chennai-600003. The affidavit itself states that, to show bona fides, he was also executing a sale deed in favour of the decree holder and that a copy of the sale deed was attached. The annexed sale deed papers show a transaction relating to 472 sq.ft. in New Door No.141, Old Door No.139, Nyniappa Naicken Street, Park Town, reciting a consideration of Rs.40,00,000/-, adjusted towards part payment of the amount payable in the E.P. proceedings.

6. The decree holder thereafter filed a means affidavit dated 11.01.2024. In that affidavit, relying inter alia on the properties disclosed by the judgment debtor in his own counter and additional counter, he asserted that the judgment debtor had sufficient means and that, as on that date, a sum of Rs.3,23,57,078/- was due and payable. He specifically referred to the lands near Madurai, the Sriperumbudur plot and the Chennai property.



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7. On the side of the decree holder, evidence was let in before the learned Master. P.W.1 Suresh Kumar was examined on 02.02.2024, and his cross-examination was carried out on 18.07.2024 and partly on 28.08.2024. During cross-examination, the decree holder admitted that the Chennai property extent referred to in that context was only 472 sq.ft. out of a larger property, that a sale deed had been executed by the judgment debtor with regard to the Chennai property, but according to him it was not in full and final settlement, that it was unregistered, and that the judgment debtor had not come for registration. He also stated that he was holding the original sale deed. On 28.08.2024, when asked to produce the original, he stated that he had brought only the photocopy and that the original was at home, whereupon, at the request of the judgment debtor's counsel, the matter was adjourned for production of the original.

8. The order sheets and the common counter filed by the decree holder in the present applications also show repeated adjournments, repeated representations about settlement, closure of opportunities, dismissal of the E.P. for default on one occasion, restoration thereafter, and later failure on the part of the judgment debtor to complete cross-examination and adduce evidence on his side despite opportunities.



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9. Ultimately, by order dated 23.09.2025, the learned Master allowed E.P.No.23 of 2021 and ordered arrest and detention of the judgment debtor in civil prison. The learned Master recorded that the decree remained unsatisfied, that from the means affidavit and from the judgment debtor's own counter and additional counter it was seen that the judgment debtor had sufficient means to satisfy the decree, and that the judgment debtor had failed to prove the alleged later settlement or that the decretal liability stood discharged by the sale deed transaction. The learned Master also noted that the judgment debtor had cross-examined P.W.1 only partly, had obtained adjournment for production of the original unregistered sale deed, but thereafter had not taken steps to continue the cross-examination or to prove his own case.

10. The present application seeks to set aside that order. In the supporting affidavit, the applicant / judgment debtor reiterates that, after the decree, the parties had mutually negotiated for settlement for a lesser amount, that he was making efforts to mobilise funds by sale of family properties, that a sale deed dated 17.03.2023 had been executed in favour of the decree holder, and that he had also filed applications before the learned Master to reopen and



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recall the evidence. The grounds in the Judge's Summons are that the learned Master failed to decide the point of means properly, failed to consider the later settlement and sale deed, and did not afford reasonable opportunity.

11. Heard the counsels and considered the materials on record.

12. At the outset, the compromise decree dated 24.07.2019 is final and binding. The execution proceedings are founded upon that decree. The judgment debtor has not disputed the decree. His defence throughout has only been that there were later settlement talks and that a lesser amount was agreed to be accepted, and further that the March 2023 sale deed transaction has some bearing on discharge. Those are factual pleas which rested squarely on the judgment debtor to establish.

13. The judgment debtor's own pleadings and affidavit materially support the conclusion that he had means and was seeking time on repeated assurances. In 2021, he himself disclosed several immovable properties, including lands near Madurai, a plot at Sriperumbudur, and an undivided share in the Chennai property. In 2023, he himself undertook either to pay Rs.1,50,00,000/- by 31.05.2023 or to proceed with registration of the sale



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deed. Those statements were relevant materials for the learned Master while considering the question of means and deliberate non-payment.

14. Equally, the sale deed transaction of March 2023 does not, by itself, establish satisfaction or discharge of the decree. The affidavit of the judgment debtor dated 17.03.2023 does not say that the decree stood fully satisfied on that date. On the contrary, it records an undertaking to pay Rs.1,50,00,000/- by 31.05.2023, failing which the sale deed was to be registered. The sale deed copy annexed to that affidavit itself recites a consideration of Rs.40,00,000/- adjusted towards part payment in the E.P. proceedings. The decree holder, in cross-examination, denied that the sale deed was in full and final settlement, and stated that the document was unregistered and that the judgment debtor had not come for registration. On these materials, the learned Master was justified in holding that the judgment debtor had failed to establish that the decretal liability stood discharged or that the E.P. had become not maintainable.

15. The further contention that the learned Master ought not to have ordered arrest without proper enquiry also does not merit acceptance. There was, in fact, enquiry. The decree holder filed a means affidavit. He entered



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the witness box. He was cross-examined. The judgment debtor himself filed counter, additional counter, and later affidavit disclosing assets and proposing payment arrangements. The learned Master's order dated 23.09.2025 proceeds on those materials. This is not a case of mechanical arrest without enquiry. It is a case where enquiry proceeded over a substantial period and the learned Master ultimately reached the conclusion that the judgment debtor had sufficient means and was evading payment.

16. The order sheets also show a prolonged pattern of adjournments, assurances about settlement, closure of opportunities, restoration after dismissal for default, and repeated indulgence to the judgment debtor. Even in the present applications, when the matter was heard on 16.03.2026, learned counsel for the applicant submitted readiness to pay Rs.75,00,000/-, according to him the liable amount due, and sought two weeks' time. That itself shows that the present challenge is essentially founded on a request for further indulgence and time, rather than on any clear jurisdictional or legal infirmity in the Master's order.

17. In these circumstances, this court find no ground to set aside the order dated 23.09.2025 passed by the learned Master in E.P.No.23 of 2021. The



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order is based on the decree, the means affidavit, the judgment debtor's own disclosures, the evidence recorded, and the failure of the judgment debtor to substantiate his later settlement pleas or discharge theory. No legal infirmity warranting interference is made out.

18. Accordingly, A.No.4943 of 2025 is dismissed. No costs. In view of the dismissal of A.No.4943 of 2025, A.No.4944 of 2025 is also dismissed. No costs. Consequently, interim orders, if any, stand vacated.

25-06-2026

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

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DR.A.D.MARIA CLETE, J.

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