



IN THE HIGH COURT OF JUDICATURE AT MADRAS

Reserved on:30.01.2026

Pronounced on:13.03.2026

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THE HONOURABLE MR.JUSTICE P.B.BALAJI

**CRP. Nos.6203 & 6211 of 2025
and CMP. Nos.30579, 30580, 30613 & 30616 of 2025**

M/s.Prema Engineering,
Door No.737/1, Thottipalayam Road,
Civil Aerodrome Post, Coimbatore.

For the Company, Rep. by its Proprietor K.S.Nirmal,
W/o.Sampathkumar

... Petitioner in both CRPs

Vs

1.V.Vengidathi

...1st respondent in CRP. No.6203 of 2025

1.Vasanthakumar

...1st respondent in CRP. No.6211 of 2025

2.Radhakrishnan

3.Krishanveni

4.Muthammal

5.Neelavathi

6.M/s.Safvolt Switchgears Private Limited,

Door No.7/174, Vellaipatti Village,

Kalapatti Way, Annur Taluk,

Coimbatore District.

For the Company, Rep. by its

Managing Director Vijaykumar,

S/o.Ganapathiyappan.

7.M/s.Sharp Liqtech,

Door No.2/79, Naduthottam,

Mayilampatti, Coimbatore.

For the Company, Rep. by its

Shareholder Velumanibabu,

S/o.Govindarajulu.



8.M/s.Sharp Liqtech,
Door No.2/79, Naduthottam,
Mayilampatti, Coimbatore.
For the Company, Rep. by its shareholder
Rajesh, S/o.Vengidupathi

9.M/s.Poongodhai Textile Mills,
Survey No.13/2, West Palladam Road,
Pa.Vadugapalayam, Palladam Taluk,
Tiruppur District.
For the Company, Rep. by its shareholder
Authorized person, P.Tamilselvan

10.M/s.Allied Foundry,
Survey No.51/C, Arasoor Boundary Park,
Coimbatore District.
Rep. by its Partner for a partnership Firm,
Sathishkumar, S/o.Rajendiran

11.M/s.MJP. Enterprises Private Limited,
Door No.19D/1, Survey No.7/2,
Koilpalayam, S.S.Kulam Town Panchayath,
Coimbatore District,
For the Company, Rep. by its Full-time
Managing Director, K.B.Jegathishraj.

12.M/s. Bright Foundries Coimbatore Private Limited,
Survey No.281/1, Kattampatti Village,
Sakthi Road, Ganesapuram, Coimbatore District.
For the Company, Rep. by its Managing Director,
S.Paulraj, S/o.Subbaiyan.

13.M/s.Ferromax Foundries India Private Limited,
Door No.95/A1, Kluster Park-1,
Kashmafan Boundary, Coimbatore.
For the Company, Rep. by its Managing Director,
Sathishkumar, S/o.Rajendiran.



14.M/s.Shri Santhosh Meenakshi Textiles Private
Limited, Door No.15,Sethurama Kantharesa Iyer
Lay out, Trichy Road, Coimbatore.
For the Company, Rep. by its Director,
Santhosh Kumar, S/o.Udhayasankar.

15.Sub Registrar,
Sub Registrar Office, Udumalpet,
Tiruppur District.

16.District Registrar,
District Registrar Office,
Tiruppur District.

17.The District Collector,
District Collector Office,
Tiruppur District.

Respondents 2 to 17 in both CRPs.

COMMON PRAYER: This Civil Revision Petition is filed under Article 227 of the Constitution of India, to set aside the decree and judgment passed in O.S. No.101 of 2022 & 102 of 2022 dated 11.12.2024 on the file of IV Additional District Court, Udumalpet.

For Petitioners : Mr.Avinash Wadhwani for
Mr.M.Mahamani

For Respondent : Mr.K.Selvaraj for R1
Mr.PA.Sai Govindaraja for
Mr.G.Murugan, R2 to R5
Mr.Naveen Kumar Murthi for
Mr.G.V.Mohan Kumar for R6
Mr.A.Anandan,
Government Advocate for R15 to R17
No Appearance for R7 to R14.



COMMON ORDER

These revision petitions have been filed to set aside the judgment and decree in O.S. Nos.101 & 102 of 2022 dated 11.12.2024 on the file of the IV Additional District Court, Udumalpet.

2. I have heard Mr.Avinash Wadhwani, learned counsel for Mr.M.Mahamani, learned counsel for the revision petitioner in both these revision petitions, Mr.K.Selvaraj, learned counsel for R1, Mr.PA.Sai Govindaraja for Mr.G.Murugan, learned counsel for R2 to R5, Mr.Naveen Kumar Murthi for Mr.G.V.Mohan Kumar, learned counsel for R6, Mr.A.Anandan, learned Government Advocate for R15 to R17.

3. Brief facts that are necessary to decide the present revision petitions are as follows:-

An extent of 116 acres originally belonged to one Muthusamy Naicker. The said Muthusamy Naicker was blessed with two sons and three daughters. In or about 1988, the three sons, leaving out the two daughters, however, with their mother entered into a registered partition deed. There was a family arrangement in the year 1989 to which the sons are signatories. One of the



daughters filed a suit for partition in the year 2010, claiming $1/3^{\text{rd}}$ share in the mother's share that was allotted under the 1988 partition deed. The Trial Court dismissed the suit, finding that the family arrangement had been acted upon in the year 1989. However one of the three daughters got release of $2/3^{\text{rd}}$ share of other two daughters and thereby, claimed the entire share share allotted to the mother. Subsequently, the said daughter settled the property in favour of her husband, Radhakrishnan, who in turn, sold the property to a third party, from whom the present revision petitioner has purchased the same. One of the daughters filed O.S. No.188 of 2004 for partition claiming that though the suit for partition was dismissed, it had been agreed by the sons that insofar as the property of mother, Rukmani Ammal, even during her lifetime, it was given to her three daughters, the plaintiff and the defendants 3 and 4 in the said suit. This was the stand in fact, taken by the two sons as well while contesting the suit for partition.

4. While matters stood there, the two sons claiming that they had $1/5^{\text{th}}$ share in the property allotted to their mother, Rukmani Ammal, executed sale deeds for 8 acres each, one in favour of brother in law of one of the sons and one in favour of son in law of one of the sons, in all claiming 16 acres to be their property. The purchasers viz., the brother in law and son in law filed



suits. There were also several criminal cases between the parties. The first respondent in these revision petitions filed O.S. Nos.101 and 102 of 2022 respectively, for declaring their right in the properties purchased by them from the brothers together with consequential reliefs of permanent injunction.

5. The grievance of the revision petitioner is that the said suits filed by the first respondent in these revision petitions respectively, were erroneously decreed by the District Court, based on an alleged settlement terms produced by the plaintiff's Counsel, without even verifying its genuineness and validity. Accordingly, the present revision petitions have been filed challenging the judgment and decree, recording the settlement and decreeing the suit. Mr.Avinash Wadhwani, learned counsel for the revision petitioner would contend that even a casual perusal of the judgment and decree passed by the Court below would evidence that excepting the learned counsel for the plaintiff, none of the other parties or their respective Counsel were heard or put on notice before recording the alleged settlement. He would further invite my attention to the judgment and decree itself, which merely records the fact that a compromise had been recorded in the Writ Petition and the suit is decreed based on the said settlement recorded in W.P. Nos.3441 and 3445 of 2022 on 26.09.2022. It is therefore, the contention of Mr.Avinash Wadhwani, learned counsel for the



petitioner that the said decree is not even in accordance with Order XXIII of CPC and is unsustainable on the face of the record.

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6. Further inviting my attention to the orders passed in W.P. Nos.3441 and 3445 of 2022 on 26.09.2022, Mr.Avinash Wadhwani, learned counsel for the petitioner would contend that this Court has only recorded the fact that the learned counsel for the Writ Petitioners submitted that the matter has been compromised between the writ petitioner and private respondent No.4 and therefore, recording the said submissions, the writ petitions were closed. Pointing out to the fact that no settlement memo or terms were even filed in the Writ Court, Mr.Avinash Wadhwani, would vehemently contend that the Trial Court, without any application of mind, has virtually given a seal of approval unilaterally and arbitrarily to the settlement terms relied on by the learned counsel for the plaintiff in the two suits.

7. Mr.Avinash Wadhwani, learned counsel would further contend that the sons, by their own conduct have clearly admitted to the entitlement of the daughters alone to the share of the mother and having lost all right interest and title to the lands allotted to the mother in the partition deed, and having taken advantage of the other portions of valuable lands allotted to the sons, the sons



have played fraud by alleging that they have a 1/5th share in the mother's entitlement also and have created sale deeds, sham and nominal in favour of their close relatives, to defeat the rights of the daughters. Mr.Avinash Wadhwani, learned counsel would therefore state that this is a classic case where this Court can exercise the extraordinary powers under Article 227 of the Constitution of India, to even straight away reject the complaints in O.S. Nos.101 and 102 of 2022.

8. Mr.Avinash Wadhwani, learned counsel for the revision petitioner would also rely on the following decisions in support of his contentions:-

(i) *Gurpreet Singh Vs. Chatur Bhuj Goel*, reported in (1988) 1 SCC 270;

(ii) *Banwari Lal Vs. Chando Devi (Smt) Through Lrs) and Another*, reported in (1993) 1 SCC 581;

(iii) *Ram Kumar Vs. State of Uttar Pradesh and others*, reported in (2023) 16 SCC 691;

(iv) *District Collector, Collectorate, Chennai Vs. R.Vetri and Others*, reported in 2022 SCC Online Mad 9189;

(v) *D.Harish and another Vs. Champalatha and another*, in CRP. Nos.2954 of 2021 dated 28.04.2023;



(vi) *R.Rajanna Vs. S.R.Vanataswamy and others*, reported in (2014) 15 SCC 471;

(vi) *A.V.Papayya Sastry and Others Vs. Government of A.P and others*, reported in (2007) 4 SCC 221;

(vii) *K.Raghunandan and others Vs. Ali Hussain Sabir and others*, reported in (2008) 13 SCC 102;and

(viii) *Sneh Gupta Vs. Devi Sarup and others*, reported in (2009) 6 SCC 194.

9. Per contra, the contesting first respondent Mr.K.Selvaraj, would submit that the first respondent has not played any fraud or abused the process of Court as alleged by the revision petitioner. He would state that the terms of compromise between the petitioner and the fourth respondent have been acted upon and the fourth respondent has also taken substantial benefit under the said compromise and there has also been exchange of lands as agreed upon in Clause 4 of settlement agreement and therefore, it is not now open to the petitioner to recall the judgment and decree passed by the Civil Court. He would further state that the contesting 4th respondent had voluntarily agreed with open eyes to settle the matter and only in pursuance of the settlement reached, the same was reported before the Writ Court and also before the Civil Court, which has



recorded the settlement terms as well. Mr.Selvaraj, learned counsel would also state that there was no error or infirmity in the judgment and decree warranting interference, that too under Article 227 of the Constitution of India.

10. Mr.Selvaraj, learned counsel for the first respondent would further state that the poor agriculturalists have lost all their lands and the 4th respondent has taken over the entire lands and the first respondents in the two revisions are left with virtually nothing. He would also rely on several Board Resolutions authorising the 4th respondent Vijayakumar, to represent the various Companies which are only Sister Companies and the Power of Attorney as well, in and by which, all the Sister Companies have executed a Power of Attorney on 01.06.2023, empowering the 4th respondent to represent them and deal with the property. The learned counsel therefore states that there is no merit in these revisions and he prays for dismissal of the revision petitions. In support of his contentions, he has relied on the following decisions:

(i) *Byram Pestonji Gariwala Vs. Union Bank of India and Others*, reported in (1992) 1 SCC 31;

(ii) *Navratan Lal Sharma Vs. Radha Mohan Sharma and Ors*, reported in 2024 INSC 970;and



(iii) *Deepa Bhargava and Another Vs. Mahesh Bhargava and others*,
reported in (2009) 2 SCC 294.

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11. Mr.Navin Kumar Murthi, learned counsel for the 6th respondent, M/s.Safvolt Switchgears Private Limited, represented by Managing Director, Vijaykumar, would contend that the 6th respondent was also not heard before the decree came to be passed and adopting the arguments of Mr.Avinash Wadhwani, learned counsel, he would also contend that there is a flagrant violation of the mandate of Order XXIII CPC. He would further contend that the Board Resolution did not authorise Mr.Vijaykumar, to enter into any settlement with regard to the suit properties in the first place and further, the power of attorney was also an unregistered power of attorney and no rights can flow to the power agent. Mr.Navin Kumar Murthi, would further contend that even the witnesses to the alleged settlement agreement have signed in their individual capacity and not as authorised representatives of the various Companies, whose substantial interest is also involved in the suit properties.

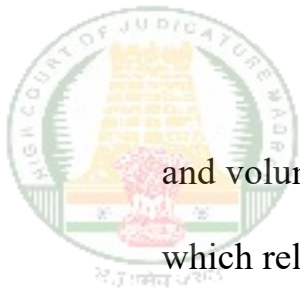
12. It is also the further case of Mr.Navin Kumar Murthi, learned counsel for the 6th respondent that the first respondent is indulging in speculative litigation to extract money from the Companies, after having sold the lands to



them. Mr.Navin Kumar Murthi, learned counsel would further contend that there is absolutely no merit in the claim that the first respondent are poor agriculturist as they have been indulging in several litigations, Civil and Criminal and have even gone to the extent of seeking directions for issuing look out circulars to the Managing Director of the 6th respondent. The learned counsel would therefore prays for the revisions being allowed.

13. Mr.P.A.Sai Govindaraja, learned counsel for the respondents 2 to 5, would state that 41 acres of land were sold by one of the daughters who became entitled to the same, pursuant to the release/settlement by the other two daughters and the said 41 acres have already been sold by the 6th respondent to the revision petitioner. The learned counsel arguments in fact supports the case of the revision petitioner, though he contends that the entire sale consideration has not been paid the respondents 2 to 5, however, it not being a matter to be agitated in the present revision petitions. He would also pray for the revisions being allowed.

14. I have carefully considered the submissions advanced by the learned counsel for the parties. I have perused the records filed by way of typed-sets



and voluminous documents. I have also carefully gone through the decisions on which reliance has been placed on by the learned counsel on either side.

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15. It is not in dispute that a large extent of 116 acres belonged to one Muthu Samy Naicker, who was married to Rukmani Ammal. Muthu Samy Naicker and Rukmani Ammal, were blessed with two sons, by name Rajagopal and Loganathan and three daughters, viz., Krishnaveni, Muthammal and Neelavathi. After the demise of Muthu Samy Naicker, admittedly, the two sons and his wife Rukmani Ammal, entered into a deed of partition in the year 1988, in and by which properties were allotted to both the sons and the mother, Rukmani Ammal. One of the daughters, Krishnaveni, thereafter filed a suit in O.S. No.188 of 2004 before the District Munsif Court, Udumalpet. The suit was filed against her two brothers and two sisters, by which time, her mother, Rukmani Ammal had also died. In the said suit, the A schedule property was the property allotted to the mother in the 1988 partition deed. The plaintiff claimed 1/3rd share in the said property and in the remaining property which was allotted to the brothers under the 1988 partition deed, the plaintiff claimed that these properties were also available for partition and that she is also entitled to a share. In the said suit, the defendants viz., the predecessors in interest of the first respondent in these revision petitioners, who were none else than the sons



of Muthusamy Naicker and Rukmani Ammal filed a written statement categorically admitting to the fact that under 21.11.1988 partition deed, A Schedule thereto was allotted to the mother, Rukmani Ammal, B Schedule was allotted to the first defendant, brother Rajagopal and C Schedule was allotted to the second defendant, Loganathan, the other son. It has been further admitted that even during the lifetime of Rukmani Ammal, the three daughters, viz., plaintiff and defendants 3 and 4 were allotted the entire share of Rukmani Ammal and after the demise of the mother, Rukmani Ammal, the three daughters have become entitled to the share of Rukmani Ammal and that they have been in possession of the same ever since.

16. The Trial Court took note of the admissions of the defendants' sons that the property of Rukmani Ammal, viz., A Schedule to the partition deed was allotted to the three daughters, viz., the plaintiff and defendants 3 and 4, but however finding that the plaintiff was a signatory to the partition deed and had also taken benefit of 1/3rd share of mother Rukmani Ammal, the plaintiff was not entitled to seek any further partition and dismissed the suit. Admittedly, the sons never staked any claim in the share allotted to the mother Rukmani Ammal at the 1988 partition, subsequently, two of the daughters have given up their respective 1/3rd share in favour of one of the daughters, who has subsequently



conveyed the properties in favour of the 6th respondent Company, who in turn, has sold the same to the revision petitioner herein.

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17. In the interregnum period, the two sons with self-serving claims that they had a right of 1/5th each in the share of the mother, Rukmani Ammal's entitlement in the 1988 partition deed, proceeded to execute sale deeds in respect of the first respondents herein admittedly. Both the first respondents are their close relatives, being brother in law and son in law. In view of the specific stand taken by the predecessors in interest of the first respondent herein viz., the two sons of Muthu Samy Naicker and Rukmani Ammal, that they had no right in the property allotted to Rukmani Ammal, it is not known how they could go back on the same, especially having made a solemn pleading before a Competent Civil Court in that regard, and alienate an alleged non-existing 1/5th undivided share in the properties allotted to the mother Rukmani Ammal. Much needs to be said about the conduct of the predecessor in interest of the first respondents. Equally, the first respondents cannot also claim to be bona fide purchasers, for the simple reason that they are close relatives of the two sons of Rukmani Ammal and further, it is seen from the documents as well, that despite the claim of their vendors being 1/5th undivided share, specific earmarked portions have been purchased by the first respondent, certainly at their risk and



peril. Therefore, I do not find any bonafides whatsoever in the claims and contentions of the first respondent.

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18. Be that as it may, the manner in which the judgment and decree came to be passed in O.S. Nos. 101 and 102 of 2022, equally shocks the conscience of the Court. For a further elaboration, the identical judgment and decree passed in the suits is extracted hereunder:

"This Suit is coming on this day for final hearing before me in the presence of Thiru.D.Prabhakaran, Advocate for Plaintiff and Plaintiff side produced the compromise deed recorded in W.P. Nos.3441 & 3445 of 2022 dated 26.09.2022, doth order and decree as follows:

DECREE

1.that the suit be and the same is hereby decreed based on the Settlement deed recorded in W.P. No.3441 & 3445 of 2022 dated 26.09.2022, Hon'ble High Court. The terms of settlement annexed with the decree

2. that there will be no cost."

19. There were as many as 17 defendants in both the suits, the learned District Judge merely records that the suit has come up before him for final hearing in the presence of the plaintiff's Counsel alone. The District Court has



not even cares to put the Counsel appearing for the various defendants on notice, in order to ascertain the claim of the plaintiff that compromise deed has been entered into and recorded in W.P. Nos.3441 and 3445 of 2022 on 26.09.2022. Further the learned District Court has not even applied its mind to the order passed by the Writ Court while disposing of W.P. Nos.3441 and 3445 of 2022 by order dated 26.09.2022. For the sake of convenience and reference, the order passed in the said Writ Petitions on 26.09.2022 by the Writ Court is extracted hereunder:

"COMMON ORDER

Both the Writ Petitions have been filed seeking to issue a Writ of Mandamus, directing the respondents 1 to 3 to provide adequate police protection to the petitioners and their land to an extent of 8.27 acres comprised in S.F.No.521/3 in Andiyagoundanur Village, Udumalpet Taluk, Tiruppur District, by forthwith considering the representation of the petitioner dated 08.02.2022.

2. The facts and circumstances of the case and the issues involved in both the writ petitions are one and the same and hence this Court passes the common order.

3. When the matters are taken up for hearing, the learned counsel for the petitioners submitted that the matter has been compromised between them and the private respondent/fourth respondent and hence, the issue is now settled.



4. *Recording the submission made by the learned counsel for the petitioners, the Writ Petitions in W.P.Nos.3441, 3445 of 2002 are closed. No costs."*

20. It is thus clear that the writ petitions were disposed of merely recording the submissions of the learned counsel for the petitioner. Though the fourth respondent in the Writ Petition viz., 6th respondent in these revision petitions was a party to the writ petitions, the 4th respondent was not heard before the orders were passed in the Writ Petitions. The order does not even records the fact that the 4th respondent was served or represented by any Counsel in the Writ Petitions. Appearance was recorded only on behalf of the statutory respondents viz., respondents 1 to 3. The learned counsel for the Writ Petitioner has not even furnished any copy of the compromise memo to the Writ Court. In the light of the said common order passed by this Court, I am at wits end as to how the Trial Court can pass a decree to the effect that based on the settlement recorded in W.P. Nos.3441 and 3445 of 2022 dated 26.09.2022, the terms of settlement are annexed in the decree and decree is passed accordingly. Order XXIII of CPC, contemplates the manner in which a settlement reached can be recorded. For better appreciation, Order XXIII, Rule 3 CPC, is extracted hereunder:



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" Order XXIII, Rule (3) *Compromise of suit.*—Where it is proved to the satisfaction of the Court that a suit has been adjusted wholly or in part by any lawful agreement or compromise 1 [in writing and signed by the parties] or where the defendant satisfied the plaintiff in respect to the whole or any part of the subject-matter of the suit, the Court shall order such agreement, compromise or satisfaction to be recorded, and shall pass a decree in accordance therewith 2 [so far as it relates to the parties to the suit, whether or not the subjectmatter of the agreement, compromise or satisfaction is the same as the subject-matter of the suit:

[Provided that where it is alleged by one party and denied by the other that an adjustment or satisfaction has been arrived at, the Court shall decide the question; but not adjournment shall be granted for the purpose of deciding the question, unless the Court, for reasons to be recorded, thinks fit to grant such adjournment.]

[Explanation.— An agreement or compromise which is void or voidable under the Indian Contract Act, 1872 (9 of 1872), shall not be deemed to be lawful within the meaning of this rule.]

3A. Bar to suit.—No suit shall lie to set aside a decree on the ground that the compromise on which the decree is based was not lawful.

3B. No agreement or compromise to be entered in a representative suit without leave of Court.—(1) No agreement or compromise in a representative suit shall be entered into without the leave of the Court expressly recorded in the proceedings; and any such agreement or compromise entered into without the leave of the Court as recorded shall be void.

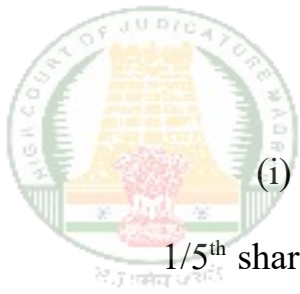
(2) *Below granting such leave, the Court shall give notice in such manner as it may think fit to such persons as may appear to it to be interested in the suit. Explanation.—In this rule, “representative suit” means,—*

- (a) a suit under Section 91 or Section 92,*
- (b) a suit under rule 8 of Order I,*
- (c) a suit in which the manager of an undivided Hindu family sues or is sued as representing the other members of the family,*
- (d) any other suit in which the decree passed may, by virtue of the provisions of this Code or of any other law for the time being in force, bind any person who is not named as party to the suit.] "*



21. The learned District Court has not even satisfied itself with regard to there being a valid lawful agreement of compromise in writing and signed by the parties in the first place. Unfortunately, the District Court has been carried away by the disposal of the Writ Petitions which was only the strength of a mere submission that the writ petitioner has settled the matter with the private respondent viz., 6th respondent in this revision petition. The District Court ought to have atleast called upon the 6th defendant to affirm the settlement terms before passing a decree, which exercise was also not been done. Therefore, the judgment and decree passed in both the suits is wholly unsustainable and liable to be set aside.

22. Even though Mr.Selvaraj, learned counsel for the first respondent has contended that the compromise is only between the first respondents respectively in these revision petitions and the Company, 6th respondent represented by its Managing Director and that the Managing Director of the 6th respondent has been issued with Board Resolutions from all Sister Companies as well, besides also a power of attorney and he was fully competent to enter into the compromise, I am unable to countenance the said submission, for the following reasons:



(i) The first respondents did not have any right in the first place to convey $\frac{1}{5}^{\text{th}}$ share from and out of the mother's entitlement allotted to her separately in the 1988 partition. Therefore, the very alienation made by them in favour of their close relatives being brother in law and son in law is brought about only to make unlawful enrichment and gain, at the expense of the rights of their sisters viz., the three daughters of Muthu Samy Naicker and Rukmani Ammal

(ii) Further, as already noticed, if at all the sons did have any share, leave alone a $\frac{1}{5}^{\text{th}}$ share what all they could have conveyed was an undivided share. However, on the contrary, they have conveyed definite demarcated portions in favour of the respective first respondents herein. Therefore, the first respondents are also parties to the game plan of fraud played by the two sons of Muthu Samy Naicker and Rukmani Ammal and they cannot claim to be innocent or bonafide purchasers. Therefore, any compromise that is entered into defeating the rights of the daughters and their successors in interest is clearly invalid in the eye of law. Merely, because there has been exchange of properties as alleged, even assuming it is true, the same will not in any manner bind the revision petitioner who is a purchaser of rightful entitlement of the daughters which has been consistently admitted to by the predecessors-in-interest of the respective first respondents themselves, at various points on time.



(iii) The power of attorneys that have been relied on by the learned counsel for the first respondent are unregistered and it only entitles the Managing Director of the 6th respondent herein, Vijaykumar to represent the Sister Companies before the various Government Authorities. The power of attorney does not empower the said Vijaykumar to even enter into any compromise in the first place. Equally, the Board of Resolutions that have been relied on also do not empower Vijaykumar, to enter into any compromise involving the suit properties. Therefore, no amount of reliance on the said power of attorney and Board Resolution would come to the aid of the first respondent.

23. Now coming to the decisions that have been relied on by the learned counsel for the parties:

Mr.Avinash Wadhwani, learned counsel for the petitioner relied on the decision of the Hon'ble Supreme Court in *Gurpreet Singh's* case (referred herein supra), referring to Order XXIII, Rule 3 CPC, held that the word 'satisfied' employed in Rule 3 of Order XXIII CPC, denotes satisfaction of the claim of the plaintiff, wholly or in part, for which there is no need for any agreement in writing and signed by the parties and it would be sufficient for the defendant to prove such satisfaction by production of the receipt of payment through Bank or



otherwise, tendering of acceptable evidence being sufficient and satisfactory to establish the same. However, insofar as the first part, the Court is required to be satisfied that the suit claim has been either wholly or partly adjusted by a lawful agreement or compromise, in writing and signed by the parties.

24. In *Banwarilal's* case (referred herein supra), the Hon'ble Supreme Court, deprecated the recording of the compromise by the Court in a casual manner holding that Order XXIII, Rule 3 CPC, does not require just a seal of approval of the Court to an alleged agreement of compromise entered into between the parties, but the Code requires the Court to be first satisfied that the agreement of compromise which has been entered between the parties is lawful before accepting the same. The Hon'ble Supreme Court further held that the Court has to apply its judicial mind while examining the terms of settlement before the suit is disposed of in terms of the agreement arrived at between the parties.

25. In Ramkumar's case (referred herein supra), the Hon'ble Supreme Court following the ratio laid down in *S.P.Chengalvaraya Naidu Vs. Jegannath*, reported in (1994) 1 SCC page 1, held that non disclosure of relevant and material documents, with a view to obtain any undue advantage



would amount to fraud and any judgment or decree obtained by fraud is to be treated as a nullity. In *D.Harish's* case (referred herein supra) this Court held that absence of fairness is a ground to exercise jurisdiction under Article 227 of the Constitution of India and when substantial rights of a party stands victimised by breach of doctrine of fairness as it would result in serious miscarriage of justice.

26. In *A.V.Papaya Sastry's* case, (referred herein supra), the Hon'ble Supreme Court, held that fraud avoids all judicial acts and any judgment obtained by playing fraud on the Court is a nullity or non est in the eye of law and has to be treated as nullity by every Court, superior or inferior and that it can be challenged in any Court, at any time, in appeal, revision, writ or even in collateral proceedings.

27. In *Sneh Gupta's* case (referred herein supra), the Hon'ble Supreme Court again referring to Order XXIII, Rule 3 of CPC, held that a compromise decree would not be binding on such defendants who were not parties thereto and the Court has a duty to prevent injustice to any of the parties to litigation and cannot exercise jurisdiction to allow the proceedings to be used to work substantial injustice to some of the parties.



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28. Mr.K.Selvaraj, learned counsel for the first respondents has relied on the decision of the Hon'ble Supreme Court in *Byram Pestonji Gariwala's* case (referred herein supra), where the Hon'ble Supreme Court referring to Order XXIII, Rule 3 CPC, held that even a Counsel represented by the parties is competent to sign the compromise on an implied authority of the parties, but however cautioned that Counsel should not ordinarily act on implied authority, except when warranted by exigency of circumstances.

29. He has also relied on *Deepa Bhargava's* case (referred herein supra), where the Hon'ble Supreme Court held that when a consent decree was passed, the defendants having not challenged the validity of the consent decree and having acted upon and taken advantage of a part of the decree, could not rescind from the terms of the decree. I do not see how this decision would apply to the facts of the present case. The plaintiffs viz., the first respondents have come to Court as if they have a valid and enforceable 1/5th right in the properties, originally allotted to the share of the Rukmani Ammal. They as vendors of the respective first respondents have themselves acknowledged and admitted the fact that they have no right in the properties allotted to the mother, Rukmani Ammal. Therefore, the very sale made by the two sons in favour of the first



respondents herein is a void document and therefore, the question of enforcing a compromise between the plaintiff and one of the defendants, that too, not in accordance with the Order XXIII, Rule 3 CPC, as in the present case, clearly distinguishes the principle laid down in the in *Deepa Bhargava's* case.

30. The other decision that has been relied on by Mr.K.Selvaraj, learned counsel that in *Navarathan Lal Sharma's* case (referred herein supra), the Hon'ble Supreme Court held that once there is a compromise, neither an appeal against the consent decree nor a fresh suit can be brought for setting aside such decree and the only remedy available to the aggrieved party was to approach the Court that recorded the compromise under proviso to Order XXIII, Rule 3 CPC. There is no quarrel with regard to the ratio laid down by the Hon'ble Supreme Court in these decisions. However, for all the reasons that I have elaborately discussed herein above and also conscious of the fact that when fraud is played upon the Court and also the parties, this Court can certainly exercise its supervisory powers and ensure that justice is rendered to the aggrieved parties, I see no lack of power to interfere to do substantial justice to the aggrieved parties.



31. The respective first respondents, as already found, are not bonafide or innocent purchasers. Their vendors were their close relatives, who themselves did not have any subsisting right in the properties conveyed to them. There is no answer to the categorical admissions made in the solemn pleadings before the Competent Civil Court in O. S. No.188 of 2004 where the vendors/ predecessor's in interest of the 1st respondents/plaintiffs have admitted that they do not have any right in the suit properties which is subject matter of O.S. Nos.101 and 102 of 2022.

32. In the light of the above, it would be a travesty of justice to even allow the parties to go for at trial. I see absolutely no merit in the request of the learned counsel for the first respondents/plaintiffs that they being agriculturists and they are being sought to be deprived of their valuable agricultural lands, their interest should be safeguarded and protected. On the contrary, the respondents/plaintiffs, as borne out of records, have played with the process of the Court only to enrich themselves unlawfully at the expense of innocent third party buyers, especially the revision petitioners herein. Therefore, it is a fit case where, I am entitled to invoke the extraordinary powers under Article 227 of the Constitution of India to strike of the complaints in O.S. No.101 and 102 of 2022 and not merely set aside the judgment and decree passed by the District Court which



have been passed in flagrant violation of the mandate of Order XXIII, Rule 3
CPC.

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33. For all the above reasons, the revisions are allowed and suits in O.S.
Nos.101 and 102 of 2022 and hereby ordered to be struck off from file.
Consequently, connected Miscellaneous Petitions are closed. No costs.

13.03.2026

rkp

Neutral Citation Case : Yes

Internet: Yes

Index : Yes

Note: The Registry is directed to return the original Power of Attorney to the first respondent that was handed over to the Court during the course of argument by the learned counsel Mr.Selvaraj.

To:

The IV Additional District Judge, Udumalpet.



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P.B.BALAJI, J.,

rkp

Pre-delivery order in
CRP. Nos.6203 & 6211 of 2025
and CMP. Nos.30579, 30580, 30613 & 30616 of 2025

13.03.2026