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IN THE HIGH COURT OF JUDICATURE AT MADRAS

Reserved on:04.11.2025

Pronounced on:21.11.2025

CORAM

THE HONOURABLE MR.JUSTICE P.B.BALAJI

**CRP. Nos.4218, 4172, 4340, 4358, 4379, 4694 of 2024
and CRP. Nos.551, 548, 1303, 1305, 1306,
1307, 1182, 76 & 67 of 2025**

and

**CMP. Nos.23378, 23004, 24148, 24282, 24376,
& 26271 of 2024 and CMP. Nos.3166, 3142, 7753, 7756,
7758, 7761, 7166, 650 & 631 2025**

1. CRP. No.4218 of 2024

1.D.Prathish also called
Pratish Vedhappudi

2.Mrs.V.Divya Pradish

Petitioners

Vs

V.Yogesh (Minor)
Represented by his father and natural guardian
Mr.S.Vijayaraghavan

Respondent

PRAYER: This Civil Revision Petition is filed under Section 115 of the Code of Civil Procedure, to set aside the order and decretal order made in I.A. No.2 of 2023 in O.S. No.8535 of 2022 dated 07.02.2024 on the file of the XVIII Additional Judge City Civil Court, Chennai.

2. CRP. No.4172 of 2024:

D.Prathish also called
Pratish Vedhappudi

Petitioner



Vs

Mr.Navin A.Shah

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Respondent

PRAYER: This Civil Revision Petition is filed under Section 115 of the Code of Civil Procedure, to set aside the order and decretal order made in I.A. No.3 of 2023 in O.S. No.8536 of 2022, dated 07.02.2024, on the file of the XVIII Additional Judge City Civil Court, Chennai.

3. CRP. No.4340 of 2024:

D.Prathish also called
Pratish Vedhappudi

Petitioner

Vs

Miss.R.Mridula, Minor
Rep. By her father and Natural Guardian,
Mr.S.Ravishankar

Respondent

PRAYER: This Civil Revision Petition is filed under Section 115 of the Code of Civil Procedure, to set aside the order and decretal order made in I.A. No.3 of 2023 in O.S. No.7790 of 2022 dated 29.01.2024, on the file of the XXIII Additional Judge City Civil Court, Allikulam, Chennai.

4. CRP. No.4358 of 2024:

Pratish Vedhappudi

Petitioner

Vs



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V.Sahaana, Minor
Represented by her father and natural
guardian, Mr.S.Vijayaraghavan

Respondent

PRAYER: This Civil Revision Petition is filed under Section 115 of the Code of Civil Procedure, to set aside the order and decreetal order made in I.A.No.1 of 2023 in O.S. No.7431 of 2022 dated 07.02.2024 on the file of the XVIII Additional Judge, City Civil Court, Chennai.

5. CRP. No.4379 of 2024:

Pratish Vedhappudi

Petitioner

Vs

Mahendra Kumar Poddar

Respondent

PRAYER: This Civil Revision Petition is filed under Section 115 of the Code of Civil Procedure, to set aside the order and decreetal order made in I.A.No.1 of 2023 in O.S. No.7429 of 2022 dated 07.02.2024 on the file of the XVIII Additional Judge, City Civil Court, Chennai.

6. CRP. No.4694 of 2024:

Pratish Vedhappudi

Petitioner

Vs

M/s.Vijay Leathers and Products,
A Partnership firm, rep. by its Partner,
Mr.T.G.Santhanakrishnan

Respondent



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PRAYER: This Civil Revision Petition is filed under Section 115 of the Code of Civil Procedure, to set aside the order and decreetal order made in I.A.No.1 of 2023 in O.S. No.7434 of 2022 dated 07.02.2024 on the file of the XVIII Additional Judge, City Civil Court, Chennai.

7. CRP. No.551 of 2025:

Pratish Vedhappudi

Petitioner

Vs

Mr.Nitin Kumar Jhajharia

Respondent

PRAYER: This Civil Revision Petition is filed under Section 115 of the Code of Civil Procedure, to set aside the order and decreetal order made in I.A.No.2 of 2023 in O.S. No.7433 of 2022 dated 07.02.2024 on the file of the XVIII Additional Judge, City Civil Court, Chennai.

8. CRP. No.548 of 2025:

Pratish Vedhappudi

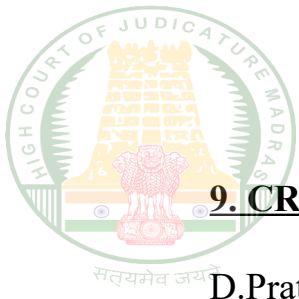
Petitioner

Vs

Mrs.K.Shanthi Devi

Respondent

PRAYER: This Civil Revision Petition is filed under Section 115 of the Code of Civil Procedure, to set aside the order and decreetal order made in I.A.No.4 of 2023 in O.S. No.7426 of 2022 dated 07.02.2024 on the file of the XVIII Additional Judge, City Civil Court, Chennai.



9. CRP. No.1303 of 2025:

D.Prathish also called Pratish Vedhappudi

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Petitioner

Vs

Mrs.J.Sivakamivalli

Respondent

PRAYER: This Civil Revision Petition is filed under Section 115 of the Code of Civil Procedure, to set aside the order and decreetal order made in I.A.No.4 of 2023 in O.S. No.8680 of 2022 dated 07.02.2024 on the file of the XVIII Additional Judge, City Civil Court, Chennai.

10. CRP. No.1305 of 2025:

Pratish Vedhappudi

Petitioner

Vs

Mrs.Rashmi J.Parekh

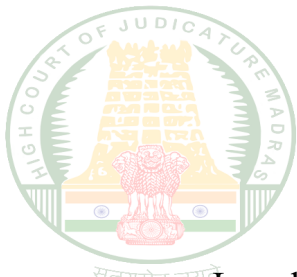
Respondent

PRAYER: This Civil Revision Petition is filed under Section 115 of the Code of Civil Procedure, to set aside the order and decreetal order made in I.A.No.1 of 2023 in O.S. No.7432 of 2022 dated 07.02.2024 on the file of the XVIII Additional Judge, City Civil Court, Chennai.

11. CRP. No.1306 of 2025:

1. D.Prathish also called Pratish Vedhappudi
2. Mrs.V.Divya Pradish

Petitioners



Vs

Jayesh N.Parekh

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Respondent

PRAYER: This Civil Revision Petition is filed under Section 115 of the Code of Civil Procedure, to set aside the order and decretal order made in I.A.No.3 of 2023 in O.S. No.8537 of 2022 dated 07.02.2024 on the file of the XVIII Additional Judge, City Civil Court, Chennai.

12. CRP. No.1307 of 2025:

1. D.Prathish also called Pratish Vedhappudi
2. Mrs.V.Divya Pradish

Petitioners

Vs

Miss.R.Mridula, Minor,
Rep. By her father and Natural guardian,
Mr.S.Ravishankar

Respondent

PRAYER: This Civil Revision Petition is filed under Section 115 of the Code of Civil Procedure, to set aside the order and decretal order made in I.A.No.3 of 2023 in O.S. No.7789 of 2022 dated 29.01.2024 on the file of the XXIII Additional Judge, City Civil Court, Chennai.

13. CRP. No.1182 of 2025:

D.Prathish also called Pratish Vedhappudi

Petitioner

Vs

Mrs.N.Varalakshmi

Respondent



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PRAYER: This Civil Revision Petition is filed under Section 115 of the Code of Civil Procedure, to set aside the order and decreetal order made in I.A. No.2 of 2023 in O.S. No.7788 of 2022 dated 29.01.2024 on the file of the XXIII Additional Judge, City Civil Court, Chennai.

14. CRP. No.76 of 2025:

Pratish Vedhappudi

Petitioner

Vs

Mr.S.Vijayaraghavan

Respondent

PRAYER: This Civil Revision Petition is filed under Section 115 of the Code of Civil Procedure, to set aside the order and decreetal order made in I.A. No.1 of 2023 in O.S. No.7430 of 2022 dated 07.02.2024 on the file of the XVIII Additional Judge, City Civil Court, Chennai.

15. CRP. No.67 of 2025:

1. D.Prathish also called Pratish Vedhappudi

2. M/s.VGN Infra India Private Limited,
Represented by its Director, 1st Defendant,
153, Wallace Garden, 2nd Street,
Nungambakkam, Chennai- 600 034.

Petitioner

Vs

1.M/s.Alka Finance
Rep. By its Proprietrix Mrs.Alka Bafna,
No.25, Ranganathan Avenue,
Kilpauk, Chennai – 600 010.

2.Mrs.D.Padma

Respondents



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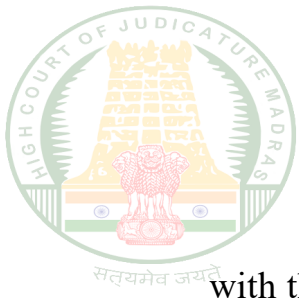
PRAYER: This Civil Revision Petition is filed under Section 115 of the Code of Civil Procedure, to set aside the order and decretal order made in I.A. No.1 of 2023 in O.S. No.7785 of 2022 dated 29.01.2024 on the file of the XXIII Additional Judge, City Civil Court, Chennai.

For Petitioners : Mr.R.Thiagarajan
for Mr.S.Saravanakumar
in all CRPs
For Respondent : Mr.S.R.Rajagopal,
Senior Counsel for
Mr.T.Srikanth in all CRPs

COMMON ORDER

The Revision Petitioners are all defendants in Summary Suits filed by the respective respondents/plaintiffs, invoking Order XXXVII of CPC. The petitioners filed applications seeking unconditional leave to defend the respective suits. However, the Trial Court has dismissed the Applications filed by the petitioners, finding that there are no triable issues arising. Aggrieved by the said orders, the present revision petitions have been filed.

2. I have heard Mr.R.Thiagarajan, for Mr.S.Saravanakumar, learned counsel for the revision petitioners in all the revisions and Mr.S.R.Rajagopal, learned Senior Counsel for Mr.T.Srikanth, learned counsel for the respondents/plaintiffs in all the revisions.



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3. In view of the identical set of facts in all these revision petitions, with the consent of the learned counsel for the parties, the revisions have been heard together and are being disposed in and by way of a common order.

4. Mr.R.Thiagarajan, learned counsel for the revision petitioners would submit that the respondents are strangers to the revision petitioners and when the petitioners had challenged the very liability to pay the suit claim or in fact any amount to the respondents/plaintiffs, the Trial Court ought to have granted unconditional leave. By way of an alternate submission, Mr.R.Thiagarajan would further contend that in similar matters, leave has been granted with a direction to deposit 50% of the suit claims and the same was challenged before the Hon'ble Supreme Court in SLP. No.19771 of 2024 and the defendant has been directed to deposit Rs.30,00,000/- which was the principal amount, instead of 50% of the suit claim. Mr.R.Thiagarajan, learned counsel would therefore state that the petitioners may be shown similar indulgence and they may be directed to deposit the principal amounts claimed by the suits filed by the respondents/plaintiffs.



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5. Per contra, Mr.S.R.Rajagopal, learned Senior Counsel appearing for the respondents/plaintiffs would submit that on 21.04.2022, a Memorandum of Compromise has been entered into, pertaining to a Civil Suit in C.S. (Com.Div) No.128 of 2021 on the file of the original side of this Court and in the said Memorandum of Compromise, the revision petitioner/first revision petitioner in all these cases as the 5th party of the First Part, Mr.Prathish Vedhappudi, son of Mr.V.N.Devadoss, has undertaken to repay the entire loan amount of Rs.40 crores borrowed from Bafna Groups along with agreed interest. He has further undertaken that neither the said Bafna nor his agents, representatives or employees would approach the parties of the other part to the compromise demanding repayment of the loan amounts borrowed by the 5th party of the First Part. The revision petitioner/first revision petitioner has also undertaken to communicate the undertaking given by him under the Memorandum of Compromise to Bafna Groups within a period of three days from the date of execution of the memorandum of compromise.

6. Referring to the said Memorandum of Compromise, Mr.S.R.Rajagopal, learned Senior Counsel would submit that this Memorandum of Compromise was not brought to the notice of this Court



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in the other proceedings initiated by the similarly placed plaintiffs or even before the Hon'ble Supreme Court when the order of this Court was modified to direct deposit of the principal amount alone. He would further state that the entire borrowings were by way of RTGS transactions and TDS certificates also been issued to the respective petitioners and therefore, it is absolutely unsustainable to contend that the plaintiffs are strangers to the defendants.

7. The learned Senior Counsel inviting my attention to the order passed by the Trial Court would contend that the Trial Court has rightly dismissed the applications seeking unconditional leave. He would therefore submit that there is absolutely no merit in any of these revisions warranting interference.

8. I have carefully considered the submissions advanced by the learned counsel on either side.

9. Insofar the reliance that has been placed on the Memorandum of Compromise entered into as early as on 21.04.2022 in respect of a commercial suit pending on the file of Original Side of this Court, Mr.R.Thiagarajan, learned counsel for the petitioners had expressed his



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inability to get instructions, since he was not served with a copy of the said Memorandum of Compromise. The revisions were adjourned to enable a copy of the Memorandum of Compromise be served on the learned counsel for the petitioners. Today, Mr.R.Thiagarajan, learned counsel for the petitioners, on instructions, submit that though the compromise was entered into, the same was not recorded before the Court and therefore, the terms of the compromise should not be looked into. He would further state that despite the compromise being recorded on 21.04.2022, this Court in other revision petitions and also the Hon'ble Supreme Court have not taken note of the terms of compromise and therefore, there is no necessity to put the Memorandum of Compromise dated 21.04.2022, against the revision petitioners.

10. He would further state that the petitioners are not aware as to whether the respective respondents/plaintiffs are all falling under Bafna Groups or not, and in such circumstances, the petitioners would be put to serious prejudice, if they are not granted leave to defend the suit. Firstly, the execution of Memorandum of Compromise on 21.04.2022 is not disputed by the petitioners. It is only the contention of the learned counsel for the petitioners that the said Memorandum of Compromise has not been filed into Court and has not been recorded.



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11. As regards the Memorandum of Compromise not reflecting in the earlier orders of this Court in other revision petitions and also the Hon'ble Supreme Court, it is noticed that the Memorandum of Compromise was never brought to the notice of this Court or the Hon'ble Supreme Court and the non-reference to the said Memorandum of Compromise was only on account of the Courts not being made aware of the said Memorandum of Compromise. However, in the present revision petitions, the respondents/plaintiffs have brought it to my notice that the parties in the Commercial Suit have already reached a settlement and the claims of the plaintiffs have already been undertaken to be settled by the revision petitioner/first revision petitioner in all these revision petitions. In such circumstances, I am unable to countenance the argument of Mr.R.Thiagarajan, learned counsel for the petitioners that merely because this Court and the Hon'ble Supreme Court while granting leave on condition have not relied on the terms of settlement reached between the parties on 21.04.2022, I should also not refer to the said Memorandum of Compromise. At the risk of repetition, the execution of Joint Memorandum of Compromise is not disputed by the revision petitioner/first revision petitioner. The solemn undertaking given by the petitioners that he would be responsible to clear the entire borrowing of Rs.40 crores from Bafna Groups has not been withdrawn till date, despite

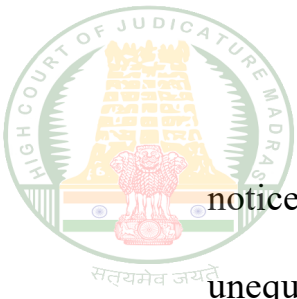


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passage of more than three years. Merely because the compromise was not recorded before the Court, does not present an excuse to the petitioners to go back on the undertaking that he has executed in writing.

12. Be that as it may, as rightly contended by Mr.S.R.Rajagopal, learned Senior Counsel, the claims of the respondents/plaintiffs are based on amounts transferred by RTGS/NEFT and TDS certificates have also been issued to the revision petitioners. The promissory notes have been supported by bank statement as well as Form 26AS under the income tax statute. In such circumstances, it is not open to the petitioners to contend that the respondents are strangers to the petitioners and therefore, the petitioners should be given unconditional leave to defend the suit.

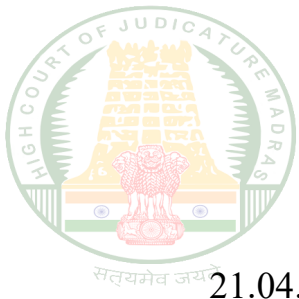
13. Coming to the argument of the Mr.R.Thiagarajan, that the petitioners may be permitted to deposit the principal amounts claimed in the respective suits filed by the respondents, in line with the order passed by the Hon'ble Supreme Court, as already discussed, when the Hon'ble Supreme Court and also this Court were not apprised of the settlement of Memorandum of Compromise dated 21.04.2022, I do not think in the present revision petitions, the petitioner is entitled to even plead for similar orders being passed, especially when it has been brought to my



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notice that the petitioner even as early as in April, 2022 has unequivocally undertaken to clear the entire borrowings of Rs.40 crores from Bafna Groups, together with agreed interest. If at all, the petitioners can have any defence to contest, it is the claim of interest that has been prayed for in the suits. At the same time, the petitioners are certainly not entitled to unconditional leave to defend the suit. I am also not inclined to accede to the request of Mr.R.Thiagarajan, learned counsel for the petitioners to direct deposit 50% of the principal amount.

14. However Mr.S.R.Rajagopal, learned Senior Counsel would invite my attention to the judgment dated 28.04.2022 in C.S. (Com.Div.) No.128 of 2021, which records the fact that the parties have reported that the outstanding obligations under Memorandum of Compromise dated 21.04.2022 have been fulfilled and the plaintiff has been permitted to withdraw the suit as settled out of Court. Therefore, in the light of the judgment passed by this Court as well, I am unable to accept the argument of the learned counsel for the petitioner Mr.R.Thiagarajan, that since the Memorandum of Compromise was not presented before the Court, there can be no reference to the terms of settlement agreed thereunder.



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15. In the light of the memorandum of compromise dated 21.04.2022 and taking into account the fact that all loans were advanced by way of RTGS/NEFT transactions and execution of promissory notes are also not in dispute, I see no purpose in directing any deposit and the petitioner, already having undertaken to settle the loan amounts, together with interest amount, can instead be directed to directly pay 50% of the principal to the respective respondents/plaintiffs in these revision petitions, as a condition for granting leave to the revision petitioners to defend the suits filed by the respondents.

16. The other apprehensions of Mr.R.Thiagarajan, learned counsel for the petitioners is that the respondents are strangers and hence the petitioners are not in a position to even ascertain if the respondents are part of Bafna Group which group alone has been acknowledged in the Memorandum of Compromise dated 21.04.2022. I am unable to countenance the said argument as well, for the simple reason that, as already discussed, the respective respondents/plaintiffs advanced loans only through bank transaction and they are supported by Form 26AS. Further, I am also informed across by Mr.S.R.Rajagopal, learned Senior Counsel appearing for the respondents as well, the petitioners have included the names of all the respondents/plaintiffs in the criminal case



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filed by the petitioners along with Mr.Bafna and in such circumstances, I do not see no merit in the apprehensions raised by Mr.R.Thiagarajan, learned counsel for the petitioners.

17. In fine, this Civil Revision Petitions are allowed setting aside the dismissal of the applications filed seeking unconditional leave subject to the petitioners paying the respective respondents/plaintiffs, 50% of the principal amount borrowed in the respective suits. No costs. Connected Miscellaneous Petitions are also dismissed.

21.11.2025

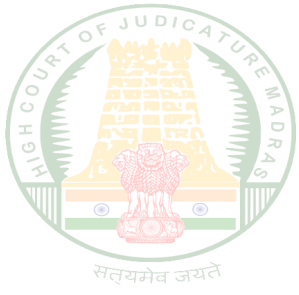
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Index : Yes / No

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To:

1. The XVIII Additional Judge City Civil Court, Chennai
2. The XXIII Additional Judge, City Civil Court, Chennai.



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P.B.BALAJI, J.,

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Pre-delivery order in
CRP. Nos.4218, 4172, 4340, 4358, 4379, 4694 of 2024
and CRP. Nos.551, 548, 1303, 1305, 1306,
1307, 1182, 76 & 67 of 2025
and
CMP. Nos.23378, 23004, 24148, 24282, 24376,
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