

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Reserved on:21.07.2026

Pronounced on:24.07.2026

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THE HON'BLE MR.JUSTICE P.B. BALAJI**CRP No.707 of 2026
and CMP. No.15005 of 2026 and
CMP. No.3723 of 2026**

A.G.Natarajan

..Petitioner(s)

Vs

1. T.Pechimuthu
2. C.S.Sivakumar
3. B.Premalatha

..Respondent(s)

PRAYER: This Civil Revision Petition has been filed under Section 115 of the Civil Procedure Code, 1908, to set aside the order passed in E.P. No.13 of 2016 in O.S. No.34 of 2014 dated 19.11.2025 on the file of the District Munsif Court, Kangeyam.

For Petitioner(s): Mr.K.V.Babu

For Respondent(s): Mr.U.Baranidharan for
Mr.M.Sivavarthan



ORDER

The revision petitioner is the judgment debtor, aggrieved by the order passed by the Executing Court in E.P. No.13 of 2026, dated 19.11.2025.

2. I have heard Mr.K.V.Babu, learned counsel for the revision petitioner and Mr.U.Baranidharan, for Mr.M.Sivavardhanan, learned counsel for the respondents.

3. Mr.K.V.Babu, learned counsel for the petitioner inviting my attention to the compromise decree passed in O.S. No.34 of 2024, and the specific Clauses appended to the said joint memo of compromise would contend that the respondents have not complied with the terms of compromise in its true letter and spirit and unfortunately, the Executing Court without noticing the same has compelled the revision petitioner to perform his part of the compromise alone.

4. Mr.K.V.Babu, learned counsel would also point out that the respondents have defaulted even in payment of monthly rents and even after the compromise, the revision petitioner alone has been meeting the electricity consumption charges. Mr.K.V.Babu, learned counsel would also invite my attention to the objections filed by the Advocate Commissioner's report to contend that there has been severe damage to the property which needs to be factored and ignoring the said objections, the Court has virtually given a seal of approval to the Advocate Commissioner's report and has directed adjustment of only Rs.1,65,200/- from Rs.7,50,000/-, without noticing that the respondents



were actually due and payable amounts to the petitioner and not otherwise. The learned counsel for the petitioner would therefore pray for the revision being allowed.

5. Per contra, Mr.U.Baranidharan, learned counsel for the respondents would state that the petitioners is relying on unacceptable and irrelevant documents, prior to the date of compromise to defeat the claims for refund in favour of the respondents. He would further state that the Executing Court has rightly found that the petitioner cannot seek to adjust amounts that are allegedly claimed prior to the decree being passed, that too, based on a compromise memo. The learned counsel would further contend that the Executing Court in order to do complete justice had also appointed an Advocate Commissioner who had arrived at the quantum of deductions to be made from Rs.7,50,000/- to be paid to the respondents and even to deny the payment of the said amount, the petitioner went to the extent of filing objections, contrary to the terms of the joint memo of compromise, by including claims that were untenable and not liable to be met by the respondents. He further states that the respondents are ready to remove the machineries even in a couple of days, provided the amount due and payable is paid to the respondents, is paid by the petitioner.

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



7. Admittedly, the petitioner is the landlord who had let out his property to the respondents. The respondents filed a suit for permanent injunction in O.S. No.34 of 2014, and in the said suit, a compromise decree came to be passed on 01.03.2014. The parties decided to part ways amicably and it has been specifically agreed in the compromise that a sum of Rs.7,50,000/-, less deductions towards any repair costs would have to be refunded by the petitioner. The original security deposit, an advance of Rs.20 lakhs has also been adjusted under the said compromise decree, making it clear that the machineries described set out in Schedule 3, would belong to the respondents/plaintiffs.

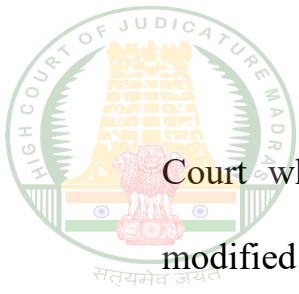
8. Today, the respondents are willing to remove the machineries to enable the petitioner to enjoy vacant possession thereafter. The grievance of the respondents is however, the petitioner is trying to avoid refund of Rs.7,50,000/-. The petitioner's case before the Executing Court was that the compromise itself contemplates deduction towards repair charges to be made from Rs.7,50,000/- and the balance alone is to be refunded by the petitioner. The Executing Court has appointed an Advocate Commissioner for this particular purpose and the Commissioner has arrived at the amount of deduction to be Rs.1,65,200/-. The respondents are willing to forego the said sum of Rs.1,65,200/-. The petitioner claims that deductions are much more and in this regard, objections were also filed before the Executing Court. However, from the objections, I do not find



the claims made by the petitioner to be sustainable. As rightly contended by the respondents, the claims are based on amounts allegedly due by the respondents prior to the date of compromise entered into between the parties. Whatever claims and counter claims, the parties had, were all narrowed down and settled by way of joint memo of compromise. After entering into the compromise, it is not open to the petitioner to claim monies that were not contemplated under the compromise memo. If at all, it was the grievance of the petitioner that the respondents have not complied with the terms of compromise, nothing prevented them from approaching the Court and seeking enforcement of the decree. However, in the present case, it is only the respondents who have approached the Court contending that the petitioner is not willing to refund the money, despite the compromise decree.

9. The learned counsel appearing for the petitioner, Mr.K.V.Babu, would pray for liberty to be given to the petitioner, in the event of the petitioner being able to satisfy the Executing Court that under the said compromise memo that has been recorded before the Court, the petitioner is entitled to any independent claims. It is needless to state that it is always open to the petitioner to seek execution of any such claims before the Executing Court.

10. In such view of the matter, I do not find any illegality or perversity in the findings of the Executing Court warranting interference. However, in order to give a quietus to the dispute, considering the order passed by the Executing



Court which is conditional in nature, the said order dated 19.11.2025, is modified as hereunder:

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(i) The petitioner shall take separate demand drafts in favour of the plaintiffs, for a total sum of Rs.7,50,000/- - Rs.1,65,200/- (divided by three), Rs.1,94,933/- for two persons and Rs.1,94,934/- in favour of one of the petitioners. Photostat copies of the said Demand Drafts shall be handed over to the learned counsel for the respondents within a period of six (6) weeks from today.

(ii) On receipt of the photostat copies, the respondents shall remove the machineries within a week thereafter, and across handing over symbolic/vacant possession of the tenanted premises, the original of the Demand Drafts shall be handed over to the respondents or their Counsel, as it may be agreed upon between the parties.

11. This revision is ***disposed of*** with the above direction in the manner known to law. No costs. Consequently, connected Miscellaneous Petitions are also closed.

24-07-2026

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

To
The District Munsif, Kangeyam.



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CRP No.707 of 2



P.B.BALAJI, J.

RKP

Pre-delivery Order in
CRP No.707 of 2026
and **CMP. No.15005 of 2026** and
CMP. No.3723 of 2026

24-07-2026