

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 11.08.2015

CORAM

THE HON'BLE MR.JUSTICE K. RAVICHANDRABAABU

C.S.Nos.460 to 462 of 2014
and
Application Nos.4633 to 4635 of 2014

Bhuvana Bharati

.... Plaintiff
in C.S.No.460/2014

Muruga Bharati

.... Plaintiff
in C.S.No.461/2014

M/s.Centre Point Hotels and Resorts Private Limited,
Rep. By its Managing Director,
Muruga Bharati,
Having Office at No.39,
Bazullah Road,
T.Nagar, Chennai – 600 017.

.... Plaintiff
in C.S.No.462/2014

vs

M/s.Mindlogicx Infratec Limited,
Rep. By its Director and
Chief Executive Officer,
Mr.Suresh Elangovan,
Techllano, No.10/1-B, Graphite India Road,
Hoodi Circle, Near White Field,
Bangalore – 560 048.

... Defendant
in all the suits

2.Suresh Elangovan

... Defendant
in C.S.No.461/14

Prayer in C.S.No.460/14:- Suit is filed for a direction to the defendant to pay the plaintiff a sum of Rs.46,49,760/- together with further interest at 30% per annum on the principal sum of Rs.41,09,710/- from the date of plaint till the date of realisation and further direct the defendants to pay the cost of the suit.

Prayer in C.S.No.461/14:- Suit is filed for a direction to the first defendant to pay the plaintiff a sum of Rs.50,02,747/- together with further interest at 30% per annum on the principal sum of Rs.47,61,687/- from the date of plaint till the date of realisation and further direct the defendants to jointly and severally pay the plaintiff a sum of Rs.50,02,747/- together with further interest at 30% per annum on the principal sum of Rs.47,61,687/- from the date of plaint till the date of realisation.

Prayer in C.S.No.461/14:- Suit is filed for a direction to the defendant to pay the plaintiff a sum of Rs.1,03,17,215/- together with further interest at 30% per annum on the principal sum of Rs.75,00,000/- from the date of plaint till the date of realisation and direct the defendants to pay the cost of the suit.

In all the suits:

For plaintiff	:	Mr.V.G.Suresh Kumar
For Defendants	:	Mr.P.Puhazh Gandhi

JUDGMENT

C.S.No.460 of 2014

Today, a memorandum of compromise dated 11.08.2015 is filed by the parties, which is signed by them and their respective counsel. The parties are also present before this Court. Terms of the memorandum of compromise are as follows:

"1. The defendant admits and undertakes to pay a sum of Rs.42,00,000/- in satisfaction of the suit claim on or before 20.11.2015. The plaintiff states that if the amount is so paid without any default by the defendant, the plaintiff will receive the same in full satisfaction of the suit claim.

2. The defendant further states that if there is default in payment within the time specified, the plaintiff will be entitled to the entire sum as prayed for in the suit, together with further interest at 30% per annum, from the date of plaint, as prayed for, till the date of payment.

3. The plaintiff and the defendant pray that the above be recorded and the suit decreed accordingly.

4. Application No.4635 of 2014 may be closed."

2. Both the counsel prayed that the suit may be decreed in terms of the above memorandum of compromise. Accordingly, the suit is decreed in terms of the above memorandum of compromise, which forms part of the recorded decree. There will be no order as to costs. Consequently, Application No.4635 of 2014 is closed.

C.S.No.461 of 2014

3. Today, a memorandum of compromise dated 11.08.2015 is filed signed by the plaintiff and the first defendant and their respective counsel. The parties are also present before this Court. Terms of the memorandum of compromise are as follows:

"1. The first defendant admits and undertakes to pay a sum of Rs.16,00,000/- in two installments in satisfaction of the suit claim. The first installment in the sum of Rs.8,00,000/- will be paid on or before 20.11.2015 and the second instalment in the sum of Rs.8,00,000/- will be paid on or before 15.01.2016. The plaintiff states that if the amounts are so paid without any default, the plaintiff will receive the same in full satisfaction of the suit claim.

2. The first defendant further states that if there is default in payment of any one of the installments, the plaintiff will be entitled to the sum as prayed for in para 21(a) of the plaint, together with further interest at 30% per annum, from the date of plaint, as prayed for, till the date of payment, giving credit to the payment of Rs.30,00,000/- made subsequent to the filing of the suit and further payment, if any, made subsequent to this compromise.

3. The plaintiff and the defendants pray that the above be recorded and the suit decreed against the first defendant accordingly.

4. Application No.4634 of 2014 may be closed."

4. Learned counsel appearing for the plaintiff and the defendants submitted that the suit may be decreed in terms of the above memorandum of compromise, since the plaintiff is restraining his claim in the suit only as against the first defendant. Accordingly, the suit is decreed in terms of the above memorandum of compromise, which forms part of the record and decree. Since the suit is decreed in terms of the above memorandum of compromise only as against the first defendant, the suit as against the second defendant is dismissed.

There will be no order as to costs. Consequently, Application No.4634 of 2014 is closed.

C.S.No.462 of 2014

5. Today, a memorandum of compromise dated 11.08.2015 is filed by the parties, which is signed by them and their respective counsel. The parties are also present before this Court. Terms of the memorandum of compromise are as follows:

“1. The defendant admits and undertakes to pay a sum of Rs.98,00,000/- in two installments in satisfaction of the suit claim. The first installment in the sum of Rs.50,00,000/- will be paid on or before 20.12.2015 and the second instalment in the sum of Rs.48,00,000/- will be paid on or before 15.01.2016. The plaintiff states that if the amounts are so paid without any default by the defendant, the plaintiff will receive the same in full satisfaction of the suit claim.

2. The defendant further states that if there is default in payment of any one of the installments, the plaintiff will be entitled to the entire sum as prayed for in the suit, together with further interest at 30% per annum, from the date of plaint, as prayed for, till the date of payment, giving credit to the payment, if any, made subsequent to this compromise.

3. The plaintiff and the defendant pray that the above be recorded and the suit decreed accordingly.

4. Application No.4633 of 2014 may be closed."

6. Both the counsel prayed that the suit may be decreed in terms of the above memorandum of compromise. Accordingly, the suit is decreed in terms of the above memorandum of compromise, which forms part of the record and decree. There will be no order as to costs. Consequently, Application No.4633 of 2014 is closed.

11.08.2015

rkm

Index:yes/no

Internet:yes/no

K. RAVICHANDRABAABU, J.,

rkm

C.S.Nos.460 to 462 of 2014

and

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11.08.2015