

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED :13.08.2015

CORAM

THE HONOURABLE MR. JUSTICE **G.CHOCKALINGAM**

**C.S.No.1051 of 2009**

Uththamchand .. Plaintiff  
Vs.  
S.Mahendra Kumar Jain ... Defendant

**PRAYER:** This Civil Suit filed under Order IV Rule 1 of O.S.Rules read with order VII Rule 1 of C.P.C. praying for the following relief:

(a) directing the defendant to pay to the plaintiff, a sum of Rs.45,00,000/- (Rupees Forty five lakhs only) together with interest at 24% per annum on the principal sum of Rs.37,50,000/- from the date of plaint till the date of realization

(b) directing the defendant to pay costs.

For Plaintiff : Mr.A.Chidambaram

For Defendant : Mrs.J.B.Abitha Banu for  
M/s.Surana & Surana

**JUDGMENT**

Both the learned counsel for the plaintiff and defendant are present. The defendant has entered into a compromise with the plaintiff and they have also filed a compromise memo. The said compromise memo is recorded.

2. The joint memo of compromise filed by the plaintiff and the defendant reads as follows:

The defendant had agreed to pay a total sum of Rs.37,50,000/- (Rupees Thirty Seven lakhs and Fifty thousands only) to the plaintiff in full and final settlement of the amounts claimed in the above suit and the plaintiff had also agreed to for the same.

2.Today the defendant had paid a sum of Rs.20,00,000/- (Rupees Twenty Lakhs only) to the plaintiff by way of Demand Draft bearing No.060654 dated 10.08.20125 drawn in favour of the plaintiff and issued by the Sate bank of Mysore, Chennai Main Branch, Chennai and the plaintiff also acknowledged the receipt of the same.

3.The defendant had instructed Mr.Prakash Raj, the defendant in C.S.No.82 of 2011 to pay to the plaintiff a sum of Rs.17,50,000/- (Rupees Seventeen lakhs fifty thousand only) in his account being the plaintiff had agreed to pay the amount to the defendant herein in full and final settlement of the claims made by

him in the said suit and the plaintiff had also agreed to for the same.

4. Therefore, the plaintiff hereby acknowledges the receipt of the entire sum of Rs.37,50,000/- (Rupees Thirty Seven lakhs and fifty thousand only) which has been agreed to be paid by the defendant towards full and final settlement as stated above.

5. The defendant will be entitled to withdraw a sum of Rs.45,00,000/- (Rupees Forty Five lakhs only) deposited by him in the State Bank of Mysore, Chennai Main Branch, Chennai, by way of security as per the interim orders passed by this Court and the plaintiff will have no objection for the same. The Registrar General may be directed to endorse in the FDR and hand over the same to the defendant.

6. It is made clear that in view of the above settlement, there will be no claims against each other in future. In view of the settlement, the defendant is not pressing the counter claim and the same may be dismissed as not pressed.

7. Hence the plaintiff and the defendant herein jointly pray that this Court may be pleased to record the above compromise and dismiss the suit and the counter claim accordingly .

Accordingly, the suit is disposed of in terms of compromise memo entered into between the defendant and the plaintiff. The compromise memo shall form part of the decree. There shall be no order as to cost.

sd/.G.C.J

13.08.2015

//Certified to be a true copy//

Dated this the      day of      2015.

COURT OFFICER

सत्यमेव जयते

From 25.09.2008 the Registry is issuing certified copies of the Order/Judgment Decree in this format.

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