

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 17.08.2015

CORAM

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

C.S.No.416 of 2007

Vasanthika Srinivasan ... Plaintiff

Vs.

Dr.Agnes Mary Poobalarayal ... 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 a judgment and decree [i] directing the defendant to execute and register a sale deed in favour of the plaintiff absolutely conveying Flat No.14, Mac Sunny Side, Old No.2, New No.5, Dr.Alagappa Road, Purashawalkam, Chennai - 600 084 more fully described in the 'B' schedule hereunder free of all encumbrances within a time to be fixed by this Court failing which directing an Officer of this Court to perform the same or in the alternative directing the defendant to pay a sum of Rs.50,00,000/- [Rupees Fifty Lakhs only] together with interest at 18% per annum from the date of respective payment till date of realisation and granting a change decree over schedule mentioned property (amended as per order dated 27.06.2014 passed in Application No.3176 of 2014 [ii] for a permanent injunction restraining the defendant, her agents, servants and men and everyone claiming under her or acting on her behalf from in any way alienating or encumbering the 'B' schedule mentioned property in any manner whatsoever; [iii] for a permanent

injunction restraining the defendant, her agents, servants and men and everyone claiming under her or acting on her behalf from in any way interfering with the plaintiffs peaceful possession and enjoyment of the 'B' schedule mentioned property in any manner whatsoever; [iv] directing the defendant to pay a sum of Rs.50,00,000/- (Rupees Fifty Lakhs) towards compensation / damages for the mental agony and suffering caused to the plaintiff together with interest at the rate of 18% per annum from the date of plaint and [v] directing the defendant to pay the costs of the suit to the plaintiff.

For Plaintiff : Mr.N.C.Ashokkumar

For Defendant : Mr.T.S.Bhaskaran

JUDGMENT

Both plaintiff, defendant and their counsel are present. Both the plaintiff and the defendant had entered into a compromise and they have also filed a joint memo of compromise signed by them and also by their counsel. The said joint memo of compromise is recorded.

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

"1. The plaintiff hereby relinquishes her right to the relief of specific

performance.

2. The plaintiff shall receive the sum of Rs.80 lakhs from the defendant towards the full and final settlement of all her claims in the present suit.

3. The defendant has paid a sum of Rs.30,00,000/- (Rupees Thirty Lakhs only) by way of demand draft dated 10.08.2015 drawn on Indian Overseas Bank, Palayamkottai Branch in favour of the plaintiff and shall pay balance sum of Rs.50,00,000/- to the plaintiff in the following manner without any default:-

(a). Rs.30,00,000/- on or before 05.09.2015

(b). Rs.20,00,000/- on or before 10.10.2015

In case of any default, the defendant agrees to pay interest at the rate of 24% per annum from the date of default till date of payment.

4. The plaintiff shall deposit the keys of the suit property to Mr.K.Harishankar, Advocate on the date of signing of this compromise.

5. The defendant is entitled to collect

the keys from Mr.K.Harishankar, Advocate upon the payment of the entire amount as per clause 2 and 3 to the plaintiff.

6. The defendant hereby withdraws her counter claim as not pressed and assures that she has no further claims against the plaintiff in regard to the suit transaction.

7. Both the parties agree that they have no further claims against each other.

8. The above compromise memo may kindly be recorded and the suit may kindly be decreed as per clause 1 to 5 and 7 referred to above and the counter claim filed by the defendant may kindly be dismissed as per clause 6 referred to above.

9. The above memo may kindly be treated as form part of the decree.

10. The parties shall bear their respective costs."

3. Accordingly, the suit is disposed of in terms

of the compromise entered into between the plaintiff and the defendant in the joint memo of compromise. The joint memo of compromise shall form part of the decree. In terms of the compromise entered into between the parties, as per clause 6 of the joint memo of compromise, the counter claim filed by the defendant is dismissed as not pressed. There shall be no order as to costs.

sd/.G.C.J

17.08.2015

//Certified to be a true copy//

Dated this the day of 2016

R.s/12.04.2016

COURT OFFICER

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

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