

HIGH COURT LEGAL SERVICES COMMITTEE, CHENNAI

Lok Adalat-I organised by the High Court Legal Services Committee
Monday, the 12th day of September, 2016

LOK ADALAT AWARD

(Chapter VI and u/s 21 of Legal Services Authorities Act, 1987)
Presided over by
The Hon'ble Mr.JUSTICE P.THANGAVEL (Retd.)
and

Members

Mr.S.Gunaseelan
Mr.S.Sridharan

A.S.No.236 of 2011

(This Appeal suit is filed to set aside the judgment and decree dated 18.04.2009 made in O.S.No.5576 of 2007 passed by the learned VII Additional Judge, City Civil Court, Chennai)

Marudhu Pandian @ Pandy ... Appellant/D1

Vs.

Mrs.Pandi Devi ... Respondent/Plaintiff

This case came up for settlement before the Lok Adalat. Mr.M.Krishnan Kumar, learned counsel appearing for the appellant and Mr.R.Sekaran, learned counsel appearing for the respondent are present.

TERMS OF SETTLEMENT

The appeal in A.S.No.236 of 2011 pending on the file of High Court, Madras and preferred against the judgment and Decree, dated 18.04.2009 in O.S.No.5576 of 2007 on the file of VII Additional Judge, City Civil Court, Chennai has been referred to Lok Adalat for conciliation today.

2. The appellant, who is the first defendant before the Trial Court, assisted by counsel and the respondent, who is the plaintiff before the above said Court, assisted by counsel are present before Lok Adalat today for conciliation. Admittedly, after hearing both sides, the Trial Court has passed a Judgment and Decree for a sum of Rs.5,68,167/- with interest @ 6% per annum taking into consideration of the relationship between the parties. Aggrieved at the said Judgment and Decree, the first defendant as appellant has preferred this appeal.

3. The fact remains that the property, which is the subject matter of this suit, is owned by the appellant. The fact also remains that the respondent/plaintiff is in possession and enjoyment of demised property by letting out a portion to a tenant apart from occupying the remaining portion of the property. Both the parties want to compromise not only the amount which is the subject matter of this suit but also with regard to the handing over of possession of the demised property by the respondent to the appellant. In this context, there was a discussion between the appellant and the respondent to compromise the matter.

4. After great deliberation and discussion, both parties have compromised the dispute on the following terms and conditions:-

a) The appellant shall pay to the respondent herein a sum of Rs.5,50,000/- (Rupees Five Lakhs and Fifty Thousand only) towards full quit of the claim of the respondent from the appellant and the respondent shall hand over the possession of the property to the appellant at the time of full and final payment of the compromised amount.

b) The appellant shall pay a sum of Rs.1,00,000/- towards part of the compromised amount to the respondent today. The appellant shall pay another sum of Rs.1,00,000/- on 12.01.2016 on which date, the respondent shall inform to the Lok Adalat about the date of handing over the vacant possession of the demised property to the appellant.

c) On the date of handing over of vacant possession of the demised property by the respondent to the appellant, the appellant shall pay the balance compromised amount without fail. If for any reason the appellant failed to pay the balance compromised amount the respondent shall not hand over possession of the demised property till the payment of the balance compromise amount of Rs.3,50,000/-

5. The appellant has paid the sum of Rs.1,00,000/- to the respondent in cash in the presence of Lok Adalat on 22.12.2015 and the respondent has received the above said sum of Rs.1,00,000/- for which an endorsement has been made by the respondent on the memorandum of appeal. The payment of the above said sum of Rs.1,00,000/- is recorded by the Lok Adalat.

6. In view of the compromise arrived at between the appellant and respondent, a further sum of Rs.1,00,000/- was paid by the appellant to the respondent on 12.01.2016 and the same was recorded on the memorandum of grounds of appeal. The

respondent has signed under the above said endorsement counter signed by the counsel.

7. Likewise, another sum of Rs.1,00,000/- was paid by the appellant to the respondent on 19.07.2016 and an endorsement for receipt of the above said amount has been made on the memorandum of appeal by the respondent counter signed by the counsel.

8. It is relevant to point out that a further sum of Rs.50,000/- was paid by the appellant to the respondent by means of Demand Draft No.405594 drawn on PANDYAN GRAMA Bank at Thiruppathur, dated 22.01.2016 and the above said payment was also endorsed on the memorandum of appeal by the learned counsel for the respondent on 28.01.2016. The receipt of the above said payment has also been accepted by the respondent herein. Thus, a sum of Rs.3,50,000/- has already been paid by the appellant to the respondent, out of the compromised amount of Rs.5,50,000/- not only towards the settlement of the claim made in the appeal, but also for handing over vacant possession of the demised property to the appellant by the respondent.

9. The respondent has agreed to vacate and hand over vacant possession of the above said house property to the appellant who is none other than her brother within the limited time given by the Lok Adalat and the matter stood posted for hearing. After adjusting payment made till this date, the balance sum of Rs.2,00,000/- has been brought by the appellant by means a Demand Draft in the name of the respondent Ms.B.K.Pandi Devi drawn on Indian Bank, Thiruppathur (PM) by means of Account Payee Demand Draft.

10. While, the said demand draft was handed over to the respondent in the presence of her counsel, the respondent has represented that her husband Mr.Barathi Kannan who is living with her in a portion of demised premises, refuses to go out of the said premises even though she is willing to hand over possession to the appellant. She also represented that the balance portion in the demised premises which was let out to tenant has been vacated already and the said portion is ready for occupation of the appellant and she is ready to hand over possession of the said premises to the appellant.

11. In the said circumstances, the respondent has stated that the award may be passed for handing over actual possession of the premises let out to tenant and constructive possession of the premises under her occupation to the appellant since she could not force her husband vacate the said portion.

12. To make it clear, her representation is for passing an award for execution of the said award to take possession of the premises under her occupation by removing her husband from the said premises.

13. The appellant has no objection to pass such award and to execute the award to take possession of the demised premises. The demand draft for Rs.2,00,000/- bearing No.446103, dated 08.07.2016 is handed over to the respondent today before Lok Adalat by the appellant in the presence of the counsel for the respondent.

14. In view of the compromise arrived at between both parties, the Lok Adalat hereby declare and decree that the appellant shall pay a sum of Rs.2,00,000/- today and the respondent shall receive the said sum of Rs.2,00,000/- paid by means of demand draft as mentioned above and on payment and receipt of the said amount entire agreed amount stands discharged. Nothing is due from the appellant to the respondent. The sum of Rs.2,00,000/- deposited by appellant before competent Court as per order of Court is ordered to be withdrawn by appellant.

15. The respondent shall hand over possession of the premises under her occupation including the premises now kept vacant which was let out to tenant immediately. No amount will be due from the appellant to the respondent towards her claim in this suit.

16. In the event of failure on the part of the respondent to hand over possession of any portion of the premises under her occupation, the appellant shall execute the award against the respondent removing all obstruction from the premises by executing this decree to take possession of the said premises immediately. No order as to costs. Award is passed accordingly. Connected Miscellaneous Petitions if any has been closed.

Sd/-
Maruthu Pandian @ Pandyan

Sd/-
...Counsel for the appellant

Sd/-
Mrs.Pandi Devi

Sd/-
...Counsel for the respondent

The full Court fee paid shall be refunded to the appellants in the manner provided under Section 69-A of the Tamil Nadu

Court-Fees and Suits Valuation Act, 1955 and the Court Fees Act, 1870 as provided for under sub Sec.1 of Section 21 r/w 25 of LSA Act 1987 as amended in 1994.

Sd/-
Judge

Sd/-
Member

Sd/-
Member

Sd/-
Assistant Registrar(CS III)

//True Copy//

Sub Assistant Registrar

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To: The parties/Advocate concerned

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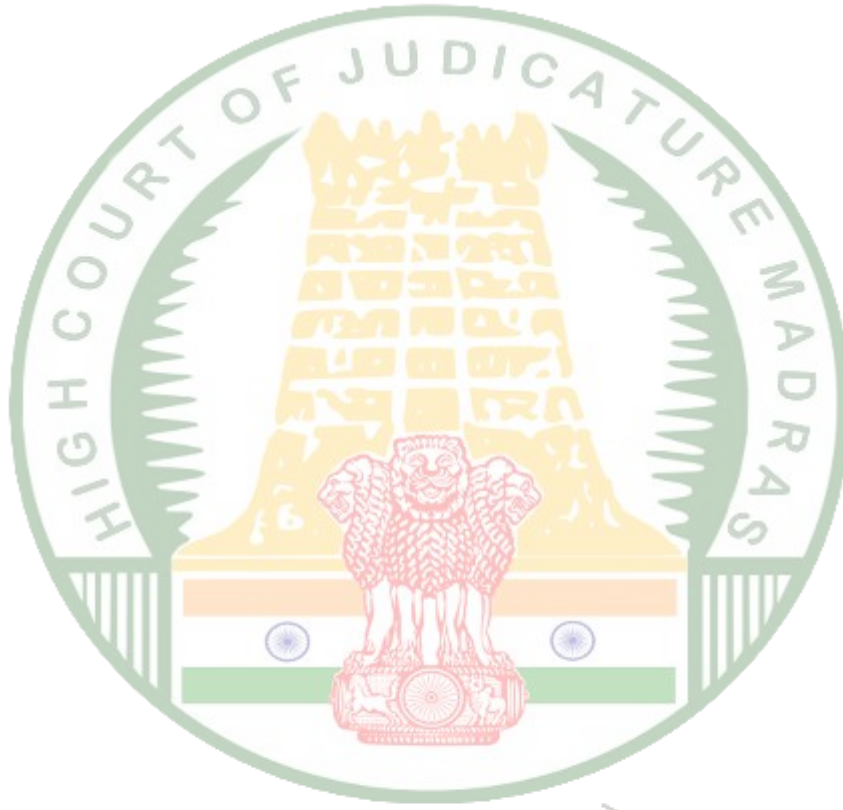
1. The VII Additional Judge,
City Civil Court, Chennai.
2. The Secretary,
High Court Legal Services Committee,
Chennai.
3. The Section Officer,
V.R. Section,
High Court, Madras.
4. The Section Officer,
Lok Adalat Section,
High Court, Madras.

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A.S.No.236 of 2011

SSK(CO)
CA(08/11/2016)

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