

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 02-03-2016

CORAM

THE HONOURABLE MR.JUSTICE M.SATHYANARAYANAN

CIVIL SUIT No.458 of 2014

1.Jacob Andrews Chakramakal
2.Thomas Andrews Chakramakal .. Plaintiffs

vs

1.Mathew Jacob Chakramakal
@ Mahesh @ Thomas Jacob
Chakramakal
2.Gandhi Nagar Cooperative House
Construction Society Limited
Represented by its Special Officer
79, 4th Main Road, Gandhi Nagar,
Adyar, Chennai 600 020. .. Defendants

Civil suit filed under Order IV Rule 1 of O.S.
Rules read with Order VII Rule 1 of the Code of Civil
Procedure praying for a judgment and decree directing the
defendants jointly and severally, to pay a sum of
Rs.25,22,000/- with interest at 24% per annum from the date
of plaint till the date of realisation and for costs.

For Plaintiffs : Mr.R.Mukundan

For Defendants : Mr.K.Kannan for D1

No appearance for D2

JUDGMENT

A joint memo of compromise dated 29.2.2016, in

<https://hcservices.ecourts.gov.in/hcservices/>
Diary No.8160 of 2016, has been entered into between the
plaintiffs and the first defendant and it is relevant to

extract it's terms as under:-

"(1) Both the Plaintiffs and the 1st Defendant agree to execute and register the Sale Deed as Purchasers in their favour both being present at the same time, in respect of the Schedule Property from the 2nd Defendant, Gandhi Nagar Cooperative Housing Construction Society Limited, within a time period of two months from the date of signing this Memorandum.

(2) Both the parties agree to cooperate and provide all the relevant documents and sign necessary letters/documents to have the Sale Deed executed and registered before the Office of the Sub Registrar, Adyar within the time mentioned above.

(3) In the event of failure either by the Plaintiffs or the 1st Defendant in complying with the terms of this Memorandum of Compromise for the execution and registration of the Sale Deed, within the date as specified

herein, either party may enforce this

Memorandum before this Hon'ble Court and have the sale deed executed by an officer of this Hon'ble Court.

(4) Both the parties will bear their respective costs.

(5) The Parties above-named pray that this Hon'ble Court may be pleased to record this Memorandum of Compromise and pass a decree accordingly."

2.The learned Counsel appearing for the plaintiffs, would submit that the second defendant is only a formal party and in the event of compromise being accepted and the suit being decreed in terms of the compromise memo, the second defendant would definitely execute the sale deed in favour of the plaintiffs as well as in favour of the first defendant and prays for appropriate orders.

3.The Court heard the submissions of Mr.K.Kannan, learned Counsel appearing for the first defendant, also.

4.The plaintiffs as well as the first defendant are present and they would state that having understood the terms of the memorandum of compromise, they have voluntarily subscribed their signatures and pray for decreeing of the suit in terms of the memorandum of

5. Accordingly, the civil suit is decreed in terms of the joint memorandum of compromise dated 29.2.2016, vide Diary No.8160 of 2016. No costs. The memorandum of compromise shall form part of the decree.

Sd/.M.S.N.J

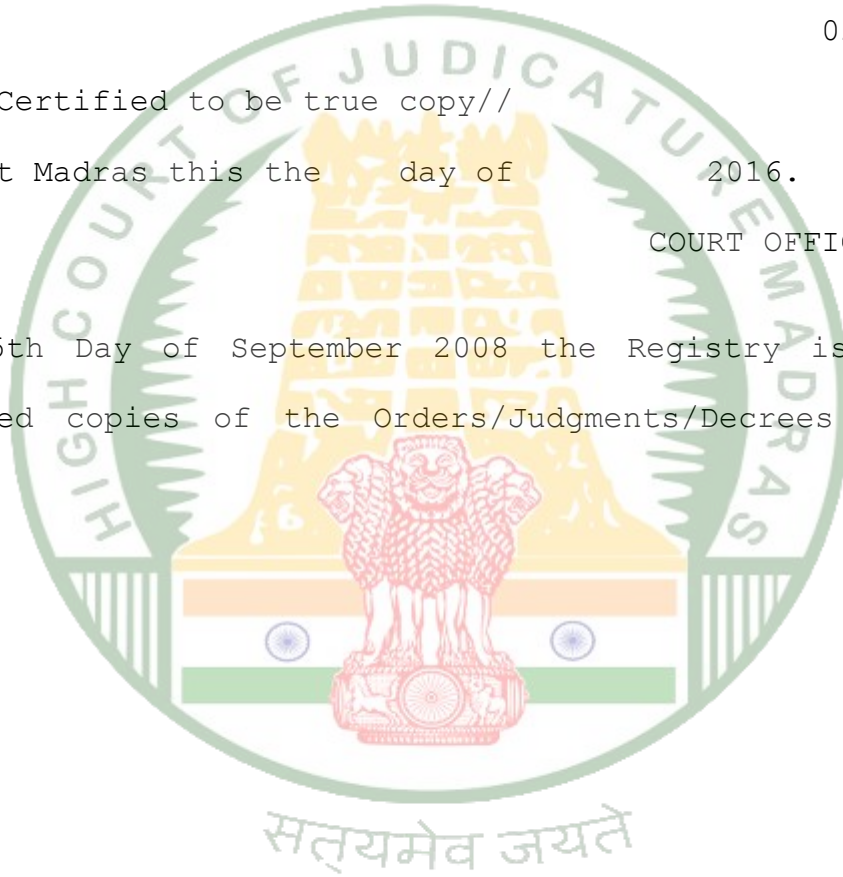
02/03/2016

//Certified to be true copy//

Dated at Madras this the day of 2016.

COURT OFFICER(O.S.)

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