

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 06.07.2016

CORAM

THE HONOURABLE MR.JUSTICE **M.M.SUNDRESH**

C.S.No.372 of 2015
and
A.No.3193 of 2015

1.Mohammedul Bakir

2.Rasheeda Bai

3.Huzefa Bhoy

4.Umme Salma Bai

5.Sakina Bai

6.Alifiya Bai

7.Jamila Bai Taher Bhoy

8.Zainab Bai

9.Abeezer Bhoy

10.Huzefa Bhoy

11.Shabbir Bhoy

(Plaintiffs 2 to 11 rep. by their
Power of Attorney Holder
Mohammedul Bakir)

... Plaintiffs

Vs

1.City Union Bank Limited
rep. by its Branch Manager,
Old No.154, New No.319,
Thambu Chetty Street,
George Town, Chennai - 1.

2.The Managing Director and CEO,
City Union Bank Ltd.,
Registered Office at
No.149, TSR (Big) Street,
Kumbakonam - 612 001.

... Defendants

Plaint filed under Order VII Rule 1C.P.C. r/w Order IV Rule 1 of the Original Side Rules.

For Plaintiffs : Ms.Tamilselvi for
M/s.Chennai Law Associates

For Defendants : Mr.R.Sivaraman

JUDGMENT

The suit is filed for the following relief:

"to pass judgment and decree directing defendants 1 and 2 to jointly and severally pay the plaintiff a sum of Rs.27,24,506/- and further interest from the date of filing of this suit @ 18% per annum until realization."

2.When the application was listed on 01.06.2016, on the request made by the learned counsel for both sides, the matter was referred to Mediation and Conciliation Centre for arriving at an amicable settlement.

3.Today, a communication dated 22.06.2016 of the Tamil Nadu Mediation and Conciliation Centre, High Court, Madras, enclosing

a copy of its report dated 13.06.2016 has been received, wherein it is stated that the parties have settled the matter amicably as per the terms cited in the Mediation Agreement.

4.Learned counsel for the plaintiffs submits that the first plaintiff has also received a sum of Rs.11 lakhs as full and final settlement. He further submits that the suit may be decreed in terms of the mediation agreement entered into between the parties on 13.06.2016. The terms of the mediation agreement read as under:

"1.The 1st plaintiff (who is also the power of attorney for Plaintiffs 2 to 11) agreed to receive from the defendants who are willing to pay Rs.10,95,375/- (Rupees Ten Lakhs Ninety Five Thousand Three Hundred Seventy Five only) as rent arrears for the period from April 2012 to July 2013.

2.The 1st plaintiff is agreed to return the advance Rs.7,30,250/- (Rupees Seven Lakhs Thirty Thousand Two Hundred and Fifty only) to the defendant City Union Bank in its name.

3.The defendants agreed to Rs.8,00,000/- (Rupees Eight Lakhs only) towards repair charges to all plaintiffs who has agreed to receive.

4.The 1st plaintiff restricts the suit claim only to this amount and not pressing the claim of

Rs.12,50,000/- (Rupees Twelve Lakhs Fifty Thousand only) against the defendants.

5.The defendant Bank has agreed to withdraw the Civil Suit O.S.No.2138 of 2015 on the file of VI City Civil Court at Chennai filed against the plaintiffs.

6.All the payments and other steps have to be taken within a week to fulfil the terms of agreement.

7.The plaintiff and defendant have agreed for an order of High Court in C.S.No.372 of 2015 (High Court O.S.) on the basis of this settlement agreement."

5.In view of the above, the civil suit is decreed in terms of the mediation agreement. The mediation agreement shall form part of the decree. Registry is directed to refund the court fee to the plaintiffs. No costs. Consequently, connected application is closed.

06.07.2016

Index:Yes/No
Internet:Yes/No
mmi

To

The Sub Assistant Registrar,
Original Side,
High Court, Madras.

M.M.SUNDRESH,J

mmi

C.S.No.372 of 2015

06.07.2016