

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 26.10.2016

CORAM

THE HONOURABLE MRS.JUSTICE PUSHPA SATHYANARAYANA

C.S.NO.325 of 2010
and A.Nos.1919 and 1920 of 2016

New Khurrij Chettinadu A/c Restaurant
Rep by its Proprietor, G.Ranganathan
No.29, Nungambakkam High Road,
Chennai 600 034

.. Plaintiff

Versus

Hamosons Apparels Limited
Rep by its Chairman and Managing Director,
51, Jawaharlal Nehru Salai,
Chennai 600 097

.. Defendant

PRAYER: Complaint filed under Order VII Rule 1 of C.P.C read with order IV Rule 1 of Original Side Rules praying for the following judgment and decree:

(a) an order directing the defendant to pay a sum of Rs.34,92,222/- being the balance security deposit received by the defendant, with interest at the rate of 24% per annum from 31.01.2010 till the date of realisation.

and (b) to pay the cost of the suit

For Plaintiff : Ms.V.J.Latha

For Defendant : Ms.P.M.Vatsala for
M/s.A.K.Mylsamy and Associates

J U D G M E N T

The above suit was referred to the Tamil Nadu Mediation and Conciliation Centre, attached to this Court, for arriving at an amicable settlement.

2. Accordingly, the parties seem to have appeared before the Mediation Centre on 04.07.2016 and arrived at an amicable settlement and the terms of which are reduced to writing under the Memo of Compromise dated 24.09.2016, which reads as follows:-

"The plaintiff and the defendant have entered into compromise as follows:-

Both parties agrees to give up their claim against each other and agrees not to make any claim in any form, in any Court against each other.

The plaintiff agrees to withdraw the suit in C.S.No.325 of 2010 and the defendant agrees to withdraw the counter claim made by them.

Both parties agree for the dismissal of the suit and the counter claim of the defendant.

The plaintiff prays for refund of Court fee paid by them in C.S.No.325 of 2010 in view of the above referred compromise.

The defendant also prays for refund of Court fee paid by them for the counter claim."

3. The parties in the Suit and their respective counsels have signed in the said Memo of Compromise. The above said Memo of Compromise is recorded. It is agreed by the learned counsels appearing for the parties that a decree may be passed in the suit in terms of Memo of Compromise.

3. Accordingly, the Suit as well as the counter claim of the defendant are dismissed in terms of the Memo of Compromise dated 24.09.2016 and the Memo of Compromise shall form part and parcel of the decree. The Registry is directed to refund necessary Court fees as per Rules. Consequently, connected applications are closed.

26.10.2016

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PUSHPA SATHYANARAYANA, J.

srn

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