

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Date : 27.04.2016

CORAM

THE HONOURABLE MR. JUSTICE P.R.SHIVAKUMAR

C.R.P (PD) Nos.3569 and 4838 of 2013

&

M.P.Nos.1 + 2 of 2013

C.R.P (PD) Nos.3569 of 2013

P.P.M.R.Thangarajan

... Petitioner

vs.

Sri.Saraswathy Timber Depot
a Partnership Firm represented
by its Partner Mr.Ravilal D Patel
S/o.Dayalal V.Patel
No.110, G.S.T.Road
Chrompet
Chennai – 600 044

...Respondent

Civil Revision Petition filed under Article 227 of the Constitution of India against the fair and decretal order dated 04.04.2012 made in C.M.A.No.16 of 2010 on the file of the Subordinate Judge, Tambaram modifying the fair and decretal order dated 16.02.2010 made in I.A.No.1430 of 2004 in O.S.No.485 of 2004 on the file of the Principal District Munsif Court, Alandur.

For Petitioner : Mr.AR.L.Sundarassen
Senior counsel
for Mr.L.Mahendran

For Respondent : Mr.M.S.Krishnan
for Mr.B.R.Shankaralingam

C.R.P (PD) Nos.3569 of 2013

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For Petitioner : Mr.M.S.Krishnan
 for Mr.B.R.Shankaralingam

For Respondent : Mr.AR.L.Sundarassen
 Senior counsel
 for Mr.L.Mahendran

ORDER

P.P.M.R.Thangarajan, the plaintiff in O.S.No.485 of 2004 on the file of the Principal District Munsif, Alandur is the petitioner in C.R.P. No.3569 of 2013. Sri.Saraswathy Timber Depot, a partnership

firm represented by its Partner Mr.Ravilal D Patel, the defendant in the said suit is the respondent in the above said Civil Revision Petition. C.R.P.No.4838 of 2013 has been filed by the defendant against the plaintiff in the above suit. Both the Civil Revision Petitions have arisen out of the judgment and decree of the lower appellate Judge, namely the Subordinate Judge, Tambaram dated 04.04.2012 made in C.M.A.No.16 of 2010.

2. Admittedly, the plaintiff in the above said suit is the owner and the defendant in the above said suit is the lessee in respect of the suit property, a vacant site for a commercial purpose, namely to run a timber depot. The above said suit came to be filed for ejectment and recovery of possession after removal of the superstructure put up by the lessee. As the defendant is admittedly entitled to the benefit of the Tamil Nadu City Tenants Protection Act, 1922, the defendant filed an application I.A.No.1430 of 2004 to avail the benefit conferred on such lessees under Section 9 of the above said Act for a direction to the plaintiff to sell the land to the defendant for a price to be fixed by the Court. The learned trial Judge, after hearing, allowed the said application and directed sale of the entire property to the defendant at the rate of Rs.81,24,000/- per ground. The trial Court also granted six months time to the defendant to make payment.

3.As against the said order of the trial Court, the defendant preferred the above said appeal in C.M.A.No.16 of 2010 on the file of the Sub-Court, Tambaram. The learned Subordinate Judge, after hearing, allowed the appeal in part and reduced the land value to Rs.32,00,000/- per ground without disturbing the finding of the trial Court that the entire property should be conveyed to the defendant. The learned lower appellate Judge also granted four months time for payment of the market value. Aggrieved and challenging the same, the plaintiff has come forward with C.R.P.No.3569 of 2013.

4. The main contention raised therein is that the Court below failed to fix the minimum requirement for the convenient enjoyment of the building put up by the defendant. In addition, he has also contended that the amount fixed as the land value is shocking low.

5. On the other hand, the defendant has chosen to file C.R.P.No.4838 of 2013 seeking further reduction of the land value and also seeking more time to make payment of the amount to be fixed as the land value.

6. During the course of hearing of the Civil Revision Petitions, fortune favoured the parties as they have been properly advised by

the respective counsel on record and the respective senior counsel to go for a settlement. Accordingly, the parties have arrived at a settlement which resulted in filing of a joint memo of compromise signed by both parties and their respective counsel. As per the compromise, both parties have agreed that the defendant shall give up his claim for purchasing the land in exercise of the benefit conferred on it under section 9 of the Tamil Nadu City Tenants Protection Act, 1922. On the other hand, the defendant would get a compensation of Rs.4 Crores to be paid within two months from today. In consideration of the said compensation, the defendant shall leave the superstructure as it is and handover the suit property along with the superstructure to the plaintiff within three months from the date on which the payment of the above said compensation is made. In view of the said compromise, the suit shall stand decreed and I.A.No. 1430 of 2004 shall stand dismissed subject to the above said condition. It is also agreed that the plaintiff shall be entitled to deduct TDS from the above said amount and pay it to the Income Tax Department in the name of the defendant, which shall furnish the copy of the Pan Card and other particulars for the said purpose. If no Tax liability is attached, then the defendant shall apply before the concerned authorities and get refund.

7. Besides producing the joint compromise memo signed by the parties and the counsel, Mr.Ravilal D Patel, a parter of Sri.Saraswathy Timber Depot and P.P.M.R.Thangarajan, the plaintiff are personally present and they confirm that they have voluntarily entered into the compromise. The parties have also agreed that the amount already deposited by the defendant to the credit of the suit with accrued interest shall be withdrawn by the defendant. It is also agreed between the parties that 40% of the award amount deposited by the Special Tahsildar for the land acquired for Inner Ring Road Scheme, Guindy, together with accrued interest on the said portion of the compensation, shall be withdrawn by the defendant and the plaintiff gives consent for the same.

8. Apart from the clauses found specifically mentioned in the memorandum of compromise, it is admitted across the bar and also acknowledged by the parties that since the defendant has not moved for any reference for enhancement of compensation and the plaintiff alone has made the Land Acquisition Officer to make a reference under Section 18 of the Land Acquisition Act, in case any enhancement is ordered, it shall go entirely to the plaintiff.

9. The joint memo of compromise and also the terms agreed before this Court are recorded and in terms of the compromise memo,

both the Civil Revision Petitions are disposed of, which shall have the effect of dismissal of I.A.No. 1430 of 2004 and a decree in favour of the plaintiff in O.S.No.485 of 2004 subject to the conditions stipulated above. The compromise memo shall form part of the records. No costs. Consequently, the connected miscellaneous petitions are closed.

27.04.2016

Index: Yes/No

Internet: Yes/No

gpa

To

1.The Subordinate Judge
Tambaram

2.The Principal District Munsif Court
Alandur

P.R.SHIVAKUMAR, J.

gpa

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