

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 02.12.2016

C O R A M

THE HONOURABLE Mr.JUSTICE M.SUNDAR

C.S.No.71 of 2006

L.Dharamchand Jain

.. Plaintiff

Vs.

1.A.B.Thilagavathi
2.Indian Overseas Bank,
rep.by its, Assistant General Manager,
Sowcarpet Branch, N.S.C.Bose Road,
Chennai - 79.

.. Defendant

Prayer: Civil suit is filed under order VII Rule 1 of C.P.C read with Order IV Rule 1 of C.P.C, to direct the first defendant to execute a sale deed in favour of the plaintiff in respect of the suit schedule property or in the alternative direct the Hon'ble High Court of Madras to execute a sale deed of the schedule property and to pay the cost of this suit.

For petitioner : Mr.V.Manohar
For respondents : Mr.G.Mohanraj

JUDGMENT

Plaintiff and the first defendant in the suit, Mr.L.Dharamchand Jain and Mrs.A.B.Thilagavathi respectively are present in Court.

2. Mr.V.Manohar, learned counsel appearing for the plaintiff ; Mr.B.Sivakumar and G.Mohanraj, learned counsel appearing for the first defendant are present.

3. Owing to the plaintiff giving up the second defendant, the first defendant is the sole defendant now. Therefore, all the parties to the suit are before this Court.

4. Both the parties have filed a Joint Compromise Memo, dated 28.11.2016, stating that they have jointly agreed that the suit schedule property can now be sold to a third party, after taking back all the original title deeds and other related documents from the Indian Overseas Bank, Sowcarpet Branch.

5. Both the plaintiff and first defendant stated that they have understood the terms of compromise and they wish to compromise the suit on the terms set out therein.

6. Both the learned counsel prayed for a compromise decree

on the set out compromise memo. For this purpose, the terms of the compromise memo are extracted below:-

1. It is humbly submitted that the plaintiff has filed the above said suit in C.S.No.71 of 2006 against the defendants to pass a judgement and decree; a) directing the first defendant to execute a sale deed in favour of the plaintiff in respect of the suit schedule property or in the alternative direct the Hon'ble High Court of Madras to execute a sale deed of the schedule property.

2. It is humbly submitted that the plaintiff and the defendant have arrived for compromise to settle the above said disputes out of court and they have decided to sell the suit schedule property to the third party. To facilitate the same the parties namely the plaintiff and 1st defendant decided to give up the 2nd defendant from this proceeding.

3. It is humbly submitted that the 1st defendant has agreed that the both the plaintiff and

1st defendant (i.e., Mr.L.Dharmchand Jain and Mrs.A.B.Thilagavathy) are jointly entitle to receive all the original title documents and other documents in respect of the suit property from the Indian Overseas Bank, Sowcarpet Branch, Chennai who is the 2nd defendant herein.

Under the above said circumstances, it is humbly prayed that this Hon'ble Court may be pleased to record the above said Joint Compromise Memo in the above suit in C.S.No.71 of 2006 and thus render justice.

7. The joint compromise memo, dated 28.11.2016 is annexed to this compromise decree and the same shall form part of this compromise decree.

8. Hence, the Civil Suit is decreed on the above terms.

02.12.2016

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Note:-

(The Registry is directed to give certified copies of judgment and decree

of this compromise decree in the instant suit
C.S.No.71 of 2006 as expeditiously as possible
in any event on or before 22.12.2016)

Note: Issue order copy on 23.12.2016

M.SUNDAR.J.

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