

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED :17.11.2016

CORAM

THE HONOURABLE MRS. JUSTICE PUSHPA SATHYANARAYANA

C.S.No.623 of 2013

1. D.Cholaram

2. C.Dakubai

... Plaintiffs

Vs.

1. K.Ravicelvan

2. A.Kumar

3.A.Amula

4.K.M.Balrajan

5.K.M.Sangeetha

6.K.M.Balakrishnan

7.K.M.Baskaran

8.K.M.Vasudevan

9.K.M.Gopalakrishnan

... Defendants

PRAYER: Complaint under Order VII Rule 1 and 2 of C.P.C read with Order IV Rule 1 of Original Side Rules praying for (a)directing the defendants to vacate and deliver vacant possession of the suit schedule-B property viz., a person and property bearing Old No.25, New No.39, Pasumpon Muthuramalingam Road (previously known as Chamiers Road), Teynampet, Chennai 600 018 measuring to an extent

of 300 sq.ft. to the plaintiffs herein; (b) directing the defendants to pay the plaintiffs damages in the nature of mesne profits at the rate of Rs.20,000/- per month from June 2008 to till the defendants hand over vacant possession of the schedule-B property to the plaintiffs; and (c) directing the defendants jointly and severally to pay the costs of the suit to the plaintiffs.

For Plaintiff : Mr.G.Sudhakar

For Defendant-1 : Mr.P.V.Sudakar

For Defendants 2 to 9 : set ex-parte on
30.07.2014.

.JUDGMENT

On 30.07.2014, all the defendants were set ex-parte in the above suit. However, at the instance of the first defendant, the ex-parte order was set aside on 25.08.2014 on payment of costs. Hence, the ex-parte order was set aside only as against the first defendant, who had filed the written statement thereafter. The ex-parte order against the defendants 2 to 9 has become final. In the meanwhile, it is stated that the second and third defendants had executed a deed of exchange dated 30.09.2015 in favour of the plaintiffs. As the suit

itself is for recovery of possession, by virtue of an exchange deed, the dispute is said to have been resolved. Accordingly, a memorandum of compromise dated 17.11.2017 is filed by the plaintiffs and the first defendant, which reads as follows:-

The plaintiffs D.Cholaram and C.Dakubai and the defendants have come to an amicable settlement in the above suit and a compromise has been arrived with the following terms and conditions.

The plaintiffs and the 2nd and 3rd defendants (they are set as ex-parte in this suit) have executed a deed of exchange dated 30.09.2015 registered as document No.1094 of 2015 on the file of Sub-Registrar Office of Thousand Lights.

By which the property owned by 2nd and 3rd defendants described in the schedule below.

All that piece and parcel of the land bearing Old No.25, New Door No.39, land situated at Old No.25, New No.39, Pasumpon Muthuramalingam Road previously known as Chamiers Road, Teynampet, Chennai 18 bounded on

North by :Parasuraman's house

South by :Chamiers Road

West by :Portion allotted to K.Ravivelvan(1st defendant)

East by :Portion allotted to K.Rajeswari mother of 2nd and 3rd defendants measuring of an extent of 351.5 sq.ft situated within the Registration District of Chennai Central and Registration Sub District of Thousand Lights

Has been given to the plaintiffs instead of suit property. The plaintiffs herein also agreed for the same.

Therefore, it is prayed that this Hon'ble Court may be pleased to pass a decree and judgment in the strength of this compromise memo and thus render justice.

2. The plaintiffs and the first defendant signed in the

Memorandum of Compromise and counter-signed by their respective counsels.

3. The above said terms of compromise are recorded. There will be a decree in terms of the above said compromise. The memo of compromise shall form part of the decree. No costs. Consequently, connected miscellaneous application is closed.

17.11.2016

srn

PUSHPA SATHYANARAYANA.J,

C.S.No.623 of 2013

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