

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 21.04.2017

CORAM:

THE HONOURABLE MR.JUSTICE R.SUBBIAH
and
THE HONOURABLE MRS.JUSTICE PUSHPA SATHYANARAYANA

A.S.No.559 of 2016
and
C.M.P.No.14105 of 2016

K.Ponnusamy Appellant/Defendant

Vs.

R.Sureshkumar Respondent/Plaintiff

Prayer: Appeal Suit has been filed under Section 96 of the Civil Procedure Court, against the judgment and decree dated 06.04.2016 in O.S.No.198 of 2013 on the file of the learned II Additional District Sessions Judge, Tirupur.

For Appellant : Mr.M.Easan

For Respondent : Mr.A.K.Mumarasamy,

Senior Counsel

for Mr.S.Kaithamalai Kumaran

JUDGMENT

(Judgment of the Court was delivered by R.Subbiah, J.)

The appellant herein is the defendant and the respondent herein is the plaintiff before the Trial Court. The respondent/plaintiff filed the suit in O.S.No.198 of 2013 on the file of the learned II Additional District Sessions Judge, Tiruppur, for the following reliefs

a) directing the defendant to execute a registered sale deed over the suit property for Rs.20 lakhs in favour of the plaintiff on receipt of the balance sale consideration of Rs.5 lakhs in pursuance of the sale agreement dated 25.01.2012 at the cost of the plaintiff and on or before the date to be fixed by the Court and in default thereof, to execute a registered sale deed in favour of the plaintiff and put the plaintiff in possession of

the suit property.

b)restraining the defendant from alienating or encumbering the suit property till the disposal of the suit by means of permanent injunction.

c)directing the defendant to pay the cost of the suit,

(in the alternative)

a)granting a decree directing the defendant to pay the plaintiff a sum of Rs.17,69,400/- with future interest on Rs.15,00,000/- at 12% pa, from the date of suit till he date of payment.

b)creating a charge over the suit property for proper payment of suit amount with future interest and cost.

The Trial Court has decreed the suit, by directing the appellant/defendant to execute the sale deed in favour of the respondent/plaintiff in respect of the suit property, after receiving the balance sale consideration of Rs.5 lakhs as agreed upon under the sale agreement dated 25.01.2012. Aggrieved over the same, the present appeal has been filed by the appellant/defendant.

2.Today, when the matter is taken up for consideration, it is represented by both sides that the parties have arrived at an amicable compromise at Rs.23 lakhs, which the appellant agreed to pay to the respondent. A joint compromise memo, dated 21.03.2017, signed by both the parties, has been filed by both the parties. It is stated in the compromise memo that the appellant handedover Demand Drafts to the respondent and the details of the same are as follows

02.02.2017	-	711714	-	Corporation Bank,	for Rs.50,000/-
02.02.2017	-	200774	-	City Union Bank,	for Rs.1,00,000/-
03.02.2017	-	985217	-	The Karnataka Bank,	for Rs.1,00,000/-
04.02.2017	-	002247	-	IDBI Bank,	for Rs.4,80,000/-
04.02.2017	-	211989	-	SBI,	for Rs.3,00,000/-
04.02.2017	-	211990	-	SBI,	for Rs.3,00,000/-
17.04.2017	-	002476	-	IDBI Bank,	for Rs.1,70,000/-
18.04.2017	-	200888	-	City Union Bank,	for Rs.2,50,000/-
18.04.2017	-	323932	-	Federal Bank,	for Rs.3,50,000/-
19.04.2017	-	200891	-	City Union Bank,	for Rs.2,00,000/-

Totally, a sum of Rs.23 lakhs has been paid by the appellant to the respondent. Thus, the learned counsel for the parties prayed for allowing the appeal in terms of the compromise memo.

3.The memo of compromise is recorded. In view of the compromise entered into between the parties, the impugned judgment and decree are set aside and the appeal is allowed in terms of the memo of compromise. Consequently, connected Miscellaneous Petition is closed. No costs.

Sd/-
Assistant Registrar(CS V)

//True Copy//

Sub Assistant Registrar

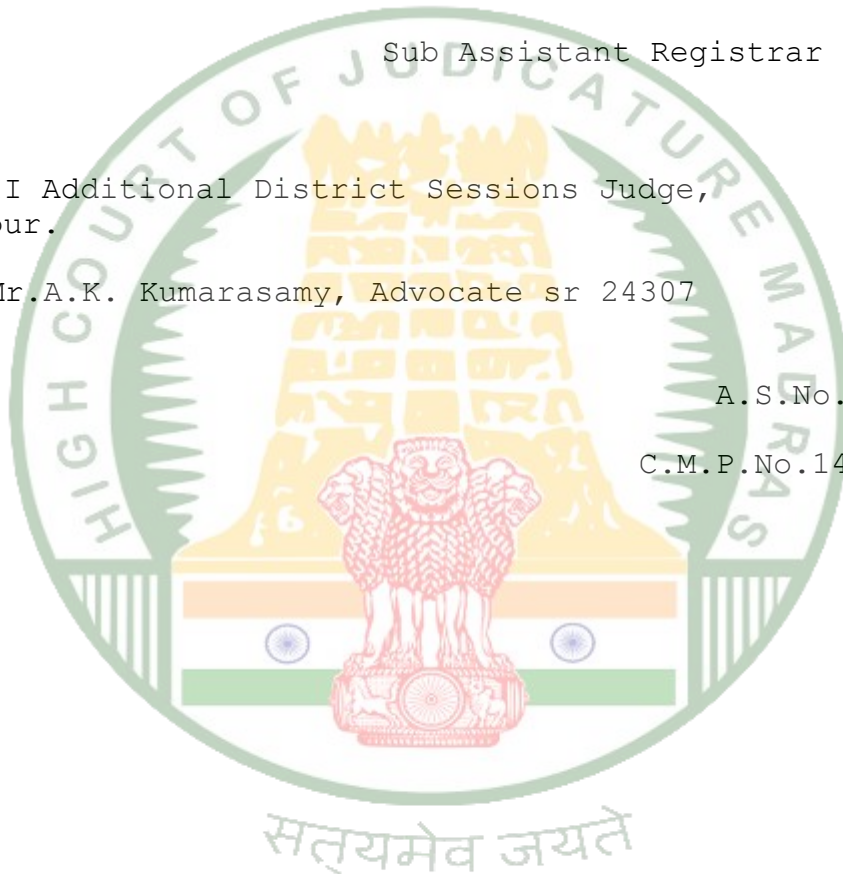
To

The II Additional District Sessions Judge,
Tirupur.

+1 CC to Mr.A.K. Kumarasamy, Advocate sr 24307

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