

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 15.09.2017

CORAM:

THE HONOURABLE MR. JUSTICE RAJIV SHAKDHER

and

THE HONOURABLE MR. JUSTICE ABDUL QUDDHOSE

O.S.A.No.189 of 2017

Abraham Mathew Appellant/Plaintiff
vs.

Henry JaykarRespondent/Defendant

Original Side Appeal filed under Order 36 Rule 1 of O.S.Rules r/w clause 15 of the letters patent to set aside the decree and judgment passed in C.S.No.664 of 2010 dated 15.03.2017.

For Appellant : Mr.G.Veerapathiran

For Respondent : Mr.Suresh Kumar for
M/s.K.M.Vijayan Associates

[Judgment of the Court was made by RAJIV SHAKDHER, J.]

1. The learned counsel for the parties have placed before us a joint Memo of Compromise. The said Memo of Compromise has been signed by the appellant and the respondent along with their respective counsels as well.

2. The joint Memo of Compromise requires the respondent to sell the land described thereto to the appellant's nominee i.e., his daughter-in-law viz., Mrs. Jonita Cherian w/o Abraham Kurian Mathew, towards the satisfaction of the impugned judgment and decree passed in C.S.No.664 of 2010. The subject land has been identified in the schedule. The joint Memo of Compromise is accompanied by the proposed lay out plan in respect of the survey numbers referred to therein.

2.1 The respondent has indicated that the subject land is free from all encumbrances and is not attached to any court decree. The respondent has undertaken the obligation to execute the sale deed qua the subject land, within a period of two weeks from today and to pay the entire balance amount due.

3. To be noted, upon being queried, the learned counsel for the parties stated that though the balance amount due had not mentioned in the Joint Memo of Compromise, the amount payable by the respondent to the appellant is a sum of Rs.7500/-. Since, the parties are present in Court, we have asked them too as to whether this fact is correct. Parties have affirmed that the amount indicated by their counsels is the amount, which the respondent has to pay to the appellant.

3.1 The said statement of parties and their respective counsels is taken on record. The respondent will pay a sum of Rs.7,500/- to the appellant in discharge of its obligation on this score.

4. Having regard to the aforesaid and the terms contained in the joint Memo of Compromise, dated 15.09.2017, the appeal is disposed of as prayed by parties and their respective counsels. Accordingly, the judgment and decree passed in C.S.No.664 of 2010 shall stand satisfied, upon the parties discharging their respective obligations in terms of the joint Memo of Compromise read with direction contained in paragraph 3.1. above. The appeal shall stand consigned to record. There shall, however, be no order as to costs.

(xerox copy of join memo of compromise enclosed)

Sd/-
Assistant Registrar (CS-V)

//True Copy//

सत्यमेव जयते
Sub Assistant Registrar

svki

1 THE SUB ASSISTANT REGISTRAR,
ORIGINAL SIDE, HIGH COURT, MADRAS.

+1cc to Mr.G.VEERAPATHIRAN, Advocate, S.R.No. 67368

+1cc to Mr.M.VIJAYAN ASSO. Advocate, S.R.No. 67434

O.S.A.No.189 of 2017

GJ(CO)
TR(08/01/2018)