

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 24.11.2017

CORAM

THE HONOURABLE MR.JUSTICE R.SUBRAMANIAN

C.S.No.557 of 2013

and

O.A.No.643 of 2013

N.Kannappan

... Plaintiff

Versus

1.M/s.V.Ranganayakulu Chetty and
V.Ramachandran & Co.
Rep. By its Partner V.Sumitra
Having Office at No.21, Godown Street,
Chennai - 600 001.

2.V.Sumitra

3.V.Aruna

4.V.Saradha

5.V.Vijayalakshmi

6.V.Neeraja

7.V.Sarath Kumar

... Defendants

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Plaint filed under Order IV Rule 1 of Original Side Rules r/w. Order VII
Rule 1 of Civil Procedure Code praying to pass a judgment and decree in
favour of the plaintiff:-

a) directing the defendants to execute and register the proportionate undivided share of land out of A-Schedule property in proportion to the 880 sq.ft. of built up area to be allotted to the plaintiff more particularly described in the Schedule-D hereunder after receiving the entire consideration in terms of Clause-1 (a) to (d) of Chapter III of the Memorandum of Understanding and Agreement dated 17.01.1999 on a day to be fixed by this Hon'ble Court calling upon the defendants to execute and register the sale deed failing which to execute and register the sale deed through an officer of this Hon'ble Court after depositing the entire sale consideration to the credit of the suit;

b) Consequently to grant a mandatory decree directing the defendants to deliver possession of the four commercial shops as set out in the Schedule-B and C hereunder as provided under Clause 4 (D-i, D-ii, D-iii, D-iv) of Chapter II and Clause 1(a) to (d) of Chapter-III of the M.O.U. Dated 17.01.1999 after completion of the construction of the Commercial Complex as per Chapter I of Memorandum of agreement;

c) Consequently to grant a permanent injunction restraining the defendants their men and agents, from prosecuting the Rent Control proceedings in RCOP No.1495/12 on the file of XIII Rent Controller (Small Causes Court) or interfering with the possession of the plaintiff portion in the 'A' Schedule mentioned property more particularly set out in the Schedule-F hereunder without complying with the terms and obligations under the M.O.U. Dated 17.01.1999;

d) Consequently for a mandatory decree directing the defendants to provide temporary accommodation shed measuring 7'x10' in the construction site morefully described in the Schedule-E hereunder from the date of delivery of possession of the portion in the occupation of the plaintiff till

date of delivery of possession of the B and C-Schedule mentioned property as per prayer (b) above;

e) to direct the defendants to pay the cost of the suit.

For Plaintiff : Mr.P.Seshadri

For Defendants : Mr.S.Vijayaragavan

J U D G M E N T

The suit is one filed by the plaintiff for directing the defendants to execute and register the proportionate undivided share of land out of A-Schedule property in proportion to the 880 sq.ft. of built up area to be allotted to the plaintiff more particularly described in the Schedule-D after receiving the entire consideration in terms of Clause-1 (a) to (d) of Chapter III of the Memorandum of Understanding and Agreement dated 17.01.1999 on a day to be fixed by this Hon'ble Court calling upon the defendants to execute and register the sale deed failing which to execute and register the sale deed through an officer of this Hon'ble Court after depositing the entire sale consideration to the credit of the suit, consequently to grant a mandatory decree directing the defendants to deliver possession of the four commercial shops as set out in the Schedule-B and C hereunder as provided under Clause 4 (D-i, D-ii, D-iii, D-iv) of Chapter II and Clause 1 (a) to (d) of Chapter-III of the M.O.U. dated 17.01.1999 after completion of the

construction of the Commercial Complex as per Chapter I of Memorandum of agreement, consequently to grant a permanent injunction restraining the defendants their men and agents, from prosecuting the Rent Control proceedings in RCOP No.1495/12 on the file of XIII Rent Controller (Small Causes Court) or interfering with the possession of the plaintiff portion in the 'A' Schedule mentioned property more particularly set out in the Schedule-F hereunder without complying with the terms and obligations under the M.O.U. dated 17.01.1999, consequently for a mandatory decree directing the defendants to provide temporary accommodation shed measuring 7'x10' in the construction site morefully described in the Schedule-E from the date of delivery of possession of the portion in the occupation of the plaintiff till date of delivery of possession of the B and C-Schedule mentioned property as per prayer (b) above and for costs.

2. The matter was referred to Mediation by the Mediation Center attached to this Court. The Mediation Center filed a report on 24.08.2017, wherein, it is stated that the parties have settled the dispute as per the terms of the memorandum of understanding which has been enclosed.

3. In view of the same, this Suit is decreed in terms of the memorandum of understanding. The said memorandum of understanding shall form part of the decree. There will be no orders as to costs, consequently the connected O.A. is closed.

24.11.2017

List of the witnesses examined on the side of the plaintiff: Nil.

List of Exhibits marked on the side of the plaintiff: Nil.

List of the witnesses examined on the side of the defendants: Nil.

List of Exhibits marked on the side of the defendants: Nil.

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Index : Yes/ No

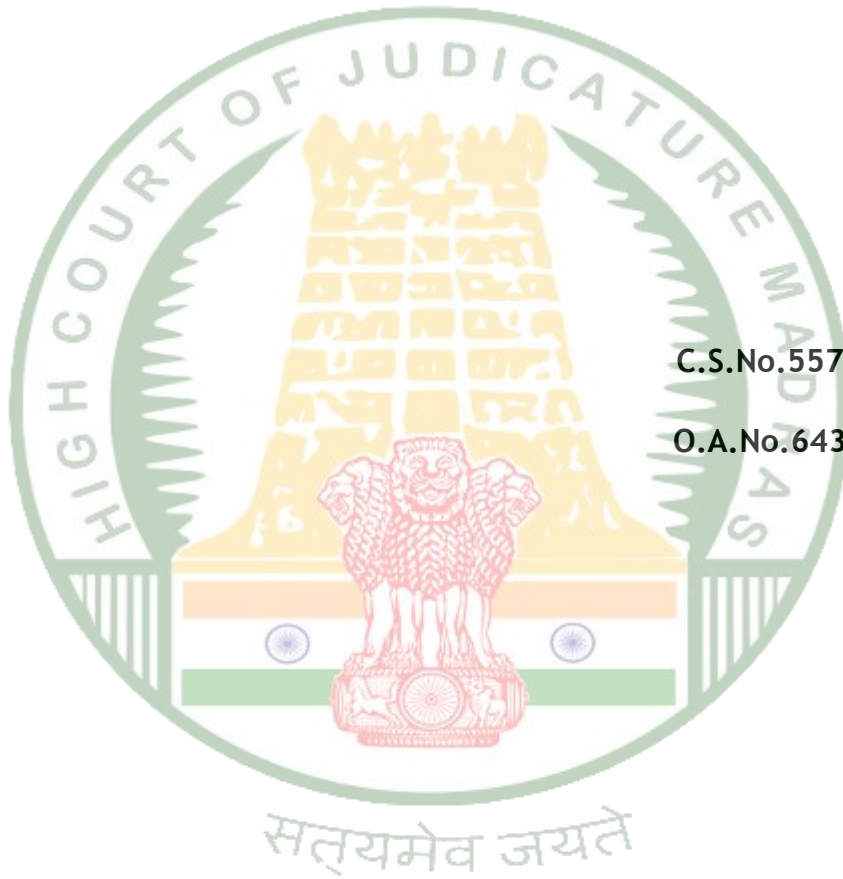
Internet : Yes/ No

Speaking Order/ Non-speaking Order

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R.SUBRAMANIAN, J.

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