

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 25.04.2017

CORAM

THE HONOURABLE MR.JUSTICE K.KALYANASUNDARAM

C.S.No.253 of 2017
& Appl.No.2114 of 2017

A.R.Anandan

... Plaintiff

Vs

1. M/s. Aanandham Property Devvelopers
Private Limited,
Plot No.59, Door No.86,
River View Colony, 3rd Street,
Anna Nagar, Chennai 600 040
Rep by its Managing Director

2. Sri Sahasram Associates
II Floor, Old No.9, New No.21,
Rajagopalan Street, West Mambalam,
Chennai 600 033.
Rep by its Proprietor O.M.Sivaram.

.... Defendants

Plaint filed under Order IV Rule 1 of the OS Rules
r/w Order VII Rule 1 of the Code of Civil Procedure,
praying for judgment and decree as follows:

i) directing the 1st defendant to pay a sum of
Rs.52,75,833/- (fifty two lakhs seventy five thousand
eight hundred and thirty three) being the principle
amount, a sum of Rs.75,97,200/- (Seventy five lakhs
ninety seven thousand two hundred only) being the
interest from 01.08.2008 to 31.07.2016 totally
amounting to Rs.1,28,73,033/- (One crore twenty eight
lakhs seventy three thousand and thirty three only)
being the outstanding due to the Plaintiff;

ii) directed the 1st defendant to bear the costs of this
suit.

For Plaintiff : Mr.S.Karthikei Balan
 For Defendants : Mr.D.Murthy

JUDGMENT

The learned counsel for the plaintiff as well as the learned counsel for the defendants, have submitted that the dispute has been amicably settled between the parties in the Tamil Nadu Mediation and Conciliation Centre. The Mediation Centre has filed report dated 20.04.2017, enclosing the joint memo of compromise between the parties. The plaintiff and defendants are present and they submit that the matter is settled. A joint compromise memo dated 20.04.2017 signed by the parties as well as the counsel, is filed to that effect, which reads as follows:

1. The plaintiffs has filed the above money suit before this Hon'ble High Court against the 1st defendant with a prayer directing to pay a sum of Rs.52,75,833/- (Rupees Fifty Two Lakhs Seventy Five Thousand Eight Hundred and Thirty Three Only) being the principle sum along with interests at 18% for the said sum from 01.08.2008 to march 2017 which sum would come to Rs.82,20,300/-. In total the 1st defendant has to pay a sum of Rs.1,34,96,133/- (Rupees One Crore Thirty Four Lakhs Ninety Six Thousand One Hundred and Thirty Three Only).

<https://hcservices.ecourts.gov.in/hcservices/> Defendant in principle admits the debt of the plaintiff, further, keeping in mind the cooperation

extended till date, offers for settlement without prejudice to the contents raised in the plaint as full and final settlement towards the debt that is payable by the 1st Defendant to the plaintiff. The 1st Defendant agrees to settle the matter as follows.

3. Since the 1st defendant is undergoing a financial crunch, has intended to transfer its unsold properties which is more fully described in the schedule hereunder to the plaintiff as a full and final settlement in lieu of the plaintiff's suit claim of Rs.52,75,833/- (Fifty Two Lakhs Seventy Five Thousand Eight Hundred and Thirty Three Only) with simple interest @ 18% per annum from 01.08.2008 to 31.03.2017 which works out to Rs.82,20,300/- (Rupees Eighty Two Lakhs Thirty Thousand Three Hundred Only) and total agreed payment of Rs.1,34,96,133/- (Rupees One Crore thirty four lakhs ninety six thousand one hundred and thirty three) which is rounded off to Rs.1,35,00,000/- (Rupees One Crore thirty five lakhs only). The plaintiff agrees to accept the landed properties offered towards the suit claim.

4. The 1st Defendant for this purpose offers 26,656 sq.ft of land in the following manner:

- i. 11,791 sq ft of vacant land (residential plots) in Manimagalam Village at the rate of Rs.700/- per sq.ft. The value of it is Rs.82,53,700/- (Rupees Eighty two lakhs fifty three thousand and seven hundred only).
- ii. 2300 sq ft of vacant land (residential plots) in Molacur Village at the rate of Rs.350/- per sq ft. The values of it is Rs.8,05,000/- (Rupees Eight lakhs and five thousand only).
- iii. Another 12,565 sq ft vacant land (residential plots) in Molachur Village at the rate of Rs.350/-. The value of it is Rs.43,97,750/- (Rupees forty three lakhs ninety seven thousand seven hundred and fifty only). The total value of the above 1+2+3 i.e. Rs.82,53,700/- + Rs.8,05,000/- + Rs.43,97,750/- is Rs.1,34,56,450/- (Rupees one crore thirty four lakhs fifty six thousand four hundred and fifty only) which sum is rounded off to Rs.1,35,00,000/- (Rupees one crore thirty five lakhs only).

All the above said lands are situated in Sriperumandur Taluk Kancheepuram District and the details are more fully furnished in the schedule of property as well as in the tabulation set out hereunder.

SCHEDULE OF PROPERTIES

ITEM No-1

<https://hcservices.ecourts.gov.in/hcservices/>

All that piece and parcel of vacant land situated

at Manimangalam Village, Sriperumandhur Taluk, Kancheepuram District, comprised in survey Nos.373/2A part, 373/2B part, 377/2B part and 378/2 part bearing Nos 1, 23 and 24 (shop site) admeasuring 11,791 sq ft, in Aanandham Co-operative Nagar, lay out Approved by D.T.C.P in LP/D/D.Y/P (CR) No.52/2006 within the Sub-Registration district of Padappai and District Registration of South Chennai. The details of plot Nos, survey Nos and extend are furnished in the tabulation below:

Village	Plot No	Survey No	Extent (sq ft)
Manimangalam	1	373/2A, part, 373/2B part, 377/2B, and 378/2A.	5716
Manimangalam	23	373/2A, part, 373/2B part, 377/2B and 378/2A	3475
Manimangalam	24 (Shop site)	373/2A, part, 373/2B part, 377/2B and 378/2A	2600
		Total	11,791

ITEM No-2

All that piece and parcel of vacant land at Molachur village, Sriperumpudhur Taluk, Kancheepuram District comprised in survey No.330, bearing plot No.40 measuring 2300 in Aanandham Kaplaeeswarar Co-operative Nagar lay out approved by D.T.C.P approval in LP/D/D.Y/P (CR) No 93/2008 2008 within the Sub-Registration district of Sunguvarchatiram and District Registration of Chengalpet. The details of plot No, survey No and extend

<https://hcservices.ecourts.gov.in/hcservices/> are furnished in the tabulation below:

Village	Plot No	Survey No	Extent (sq ft)
Molachur	40	330	2300
		Total	2300

ITEM No-3

All that piece and parcel of vacant land situated at Sogandy Village, Sriperumpudhur Taluk, Kancheepuram District comprised in survey No 84/11B, 84/12B bearing plot Nos 9, 16,17,21,26 and 28 (shop site), ad measuring 12,565 sq ft, in Aanandham Kapaleeswarar Co-operative Nagar, lay out approved by D.T.C.P in LP/D/D.Y/P (CR) No 55/2008 within the Sub-Registration district of Sunguvarchatiram and District Registration of Chengalpet. The details of plot Nos, survey Nos and extend are furnished in the tabulation below:

Village	Plot No	Survey No	Extent (sq ft)
Sogandy	9	84/11B, 84/12B	1800
Sogandy	16	84/11B, 84/12B	2456
Sogandy	17	84/11B, 84/12B	2000
Sogandy	21	84/11B, 84/12B	1659
Sogandy	26	84/11B, 84/12B	1650
Sogandy	28	84/11B, 84/12B	1500
Sogandy	Shop	84/11B, 84/12B	1500
		Total	12,565

4. The 1st Defendant agrees to comply with the under taking as mentioned above of this joint compromise

<https://hcservices.ecourts.gov.in/hcservices/>

Memo.

5. The plaintiff accepts the above offer as full and final settlement towards the suit claim.

6. The 1st Defendant undertake to transfer the said lands in 4 months time.

7. The present understanding is without prejudice to the rights of the parties and the parties agree that other than any rights arising from a potential failure to adhere to the above terms as contained in this memo, no other rights exist for either party against the other.

2. In view of the above, the civil suit is decreed in terms of the joint memo of compromise and the joint memo of compromise shall form part of the decree. Registry is directed to refund the court fee to the plaintiffs as per law. No costs. Consequently, the connected applications are closed.

sd/.M.K.K.S.J

25.04.2017

//Certified to be true copy//

Dated at Madras this the day of 2017.

COURT OFFICER(O.S.)

From 25th Day of September 2008 the Registry is issuing
certified copies of the Orders/Judgments/Decrees in this
format.