

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 07.12.2017

CORAM

THE HONOURABLE MR.JUSTICE R.SUBRAMANIAN

C.S.No.25 of 2014

Ramesh Chand ... Plaintiff

Versus

1.Vijayakumari
2.G.Omprakash
3.G.Bhuvaneswari ... Defendants

Plaint filed under Order IV Rule 1 of O.S. Rules read with Order VII Rule 1 of C.P.C praying to pass a judgment and decree:-

Directing the defendants to execute and Register the Sale Deed in favour of the plaintiff in respect of the suit property more fully described in the Schedule hereunder, as per the Agreement of Sale dated 27.09.2012 after receiving the balance of sale consideration from the plaintiff and to deliver possession thereof to the plaintiff, failing which this Hon'ble Court to direct the office of this Hon'ble Court to execute the Sale Deed on behalf of the Defendants in favour of the plaintiff in respect of the Schedule mentioned property and for costs of the suit.

For Plaintiff : Mr.D.Suresh Kumar

For Defendants : Mr.G.Ilamurugu

J U D G M E N T

The suit is one for specific performance. The parties have filed a Compromise Memo, which sets out the terms of the compromise. The parties have also affirmed the facts that they have entered into a memo of compromise. Both the plaintiff and defendants 1 and 3 are present in the Court. The 2nd defendant is not present in Court, but he has signed in the compromise memo. It is stated by the 1st defendant, who is the mother of the 2nd defendant that he is working in Bangalore and so he is not able to attend the Court. In view of the said statement, the presence of the 2nd defendant is dispensed with.

2. In view of the above, the suit is decreed in terms of the compromise. The Compromise Memo shall form part of the decree. There will be no order as to costs.

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Index : Yes/ No

Internet : Yes/ No

Speaking Order/ Non-speaking Order

R.SUBRAMANIAN, J.

jv



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