

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 10.07.2017

CORAM

THE HONOURABLE MR.JUSTICE C.V.KARTHIKEYAN

CIVIL SUIT No.574 OF 2015

and

O.A.No.386 OF 2016

G.Gnanatheeban

.. Plaintiff

vs

K.Bashyam

.. Defendant

Civil Suit filed under Order VII Rule 1 read with Rule 4 of Original Side Rules praying for a decree and judgment (i) directing the defendant to execute the sale deed in respect of schedule mentioned property as per agreement dated 15.11.2012 in favour of the plaintiff (ii) directing the defendant to pay the cost of the suit.

For Plaintiff : Mr.K.Lavan

For Respondent : K.Balu

JUDGMENT

It is very appreciable that in the Mediation and Conciliation Centre, this Civil Suit in C.S.No.574 of 2015 has been settled. A joint memo of compromise signed by both the counsel and by the parties plaintiff and the defendant has been filed before this Court and the same reads as follows:-

1. The defendant is not willing to sale the suit property to the plaintiff and agreed to refund the advance amount to the plaintiff and the plaintiff also agreed for the same.

2. Out of total advance amount of Rs.40,00,000/- (Rupees Forty lakhs only) paid by the plaintiff to the defendant under sale agreement dated 15.11.2012, the defendant seeks to waive Rs.10,00,000/- (Rupees Ten lakh only) and agreed to pay a sum of Rs.30,00,000/- (Rupees Thirty Lakhs only) towards full and final settlement of refund of advance amount and the plaintiff agreed for the same.

3. On 03.04.2017, the defendant had paid a sum of Rs.10,00,000/- (Rupees Ten lakhs only) to the plaintiff by a demand draft No.006023 drawn on Axis Bank, Poonamallee Branch. Subsequently on 10.04.2017 the defendant had paid a sum of Rs.5,00,000/- (Rupees five lakh only) to the plaintiff by a cheque No.778071 dated 10.04.2017 drawn on Pondicherry State Co-operative Bank and the plaintiff had received & acknowledged the same. On 23.06.2017 the defendant had paid the balance amount of Rs.15,00,000/- (Rupees fifteen lakhs only) to the plaintiff by a demand draft No.424431 dated 15.06.2017 drawn on The Puducherry State Co-operative Bank Ltd., Moolakulam Branch and the plaintiff had received and acknowledge the same.

4. On 23.06.2017 the plaintiff has vacated and handed over vacant possession of the suit property and

key of the gate to the defendant. The defendant has received the key and acknowledged the handing over the vacant possession of the suit property to him.

5. In view of the refund of advance amount of Rs.30,00,000/- (Rupees Thirty lakhs only) as aforesaid by the defendant to the plaintiff, the plaintiff shall not enforce the sale agreement dated 15.11.2012 and agreed to not press the suit in C.S.No.574 of 2015.

Hence, it is jointly prayed by the plaintiff and the defendant that this Hon'ble Mediation Forum may kindly be pleased to receive this Joint Memorandum of Compromise entered into between the parties and record the same and place the same before Hon'ble High Court to decree the suit incorporating the terms and conditions of the Joint Memorandum of Compromise".

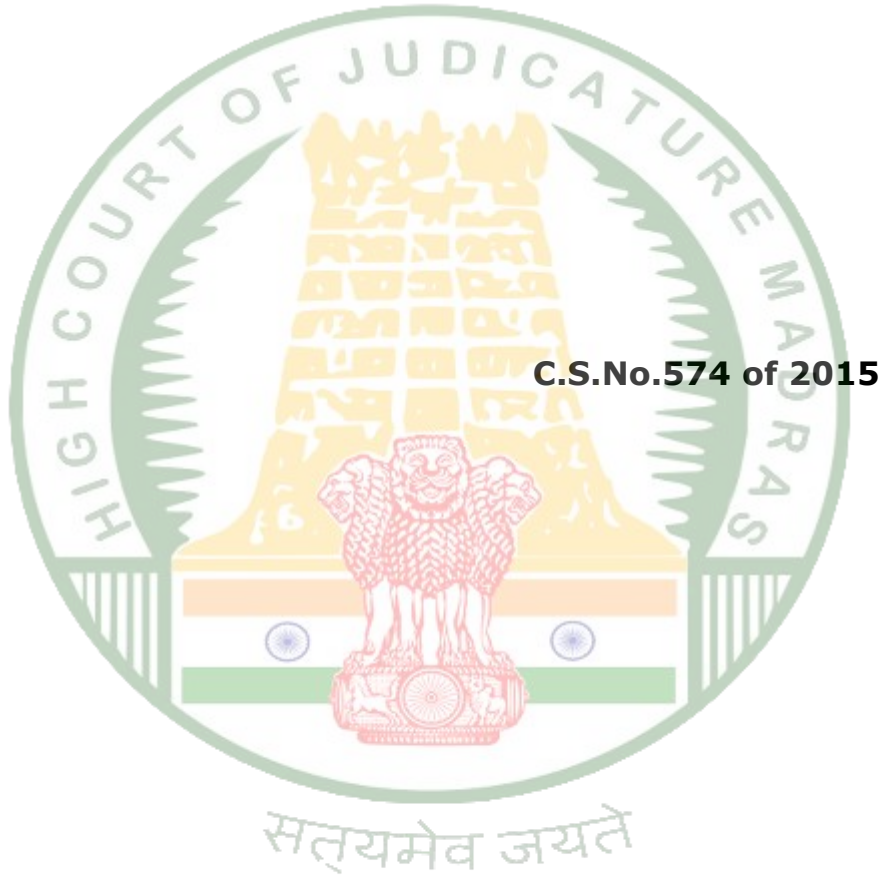
2. In view of the compromise entered into between the parties, the suit is decreed in terms of the Compromise memo. The Joint Memo of compromise shall form part of the decree. The plaintiff is entitled to repayment of full Court Fees, since the matter has been settled out of Court. Consequently, the Original Application No.386 of 2016 is closed.

10.07.2017

rg

C.V.KARTHIKEYAN,J.

rg



WEB COPY

Dt : 10-07-2017