

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 26.11.2018

CORAM

THE HONOURABLE MR.JUSTICE M.GOVINDARAJ

C.S.NO.48 OF 2012

1. Anand Agarwal,
S/o.Late Gopi Ram Agarwal,
Flat No.2, I Floor,
7-A, Sterling Avenue,
First Cross Street, Nungambakkam,
Chennai - 600 034.

2. Anusree Agarwal,
W/o.Mr.Anand Agarwal,
Flat No.2, I floor,
7-A, Sterling Avenue,
First Cross Street, Nungambakkam,
Chennai - 600 034.

...

Plaintiffs

VS.

Fowzul Hania,
W/o.Halibulla Khan,
Flat No.1, Ground Floor,
7-A, Sterling Avenue,
First Cross Street, Nungambakkam,
Chennai - 600 034.

...

Defendant

PRAYER: Plaint filed under Order IV Rule 1 of Original Side Rules read with Order VII Rule 1 of CPC as per section 30 of the Tamil Nadu Government Court fees and suits valuation Act, 1955 for a judgment and decree against the defendant:

a) Directing the defendant to handover the Vacant Possession of the entire flat measuring 3260 sq.ft. In the ground floor of the C Schedule property which has been morefully described in the schedule to the 2nd plaintiff.

b) Directing the defendant to pay the costs of the suits.

c) Pass such further order.

For Plaintiffs : M/s.Thenmozhi Shivaperumal
For Defendant : Mr.R.Kannan

J U D G M E N T

The suit is for specific performance. Today when the matter is called, both the parties appeared before this Court and filed a Joint Memo of Compromise dated 26.11.2018 signed by the parties duly attested by their respective counsels. The contents of the Joint Memo of Compromise reads as follows:

Joint Memo filed by the Plaintiffs and Defendant

"The plaintiffs have instituted the above suit against the defendant herein praying for recovery of possession of plaint shedule property flat no.1, Ground Floor, 7-A, Sterling Avenue, 1st cross st., Nungambakkam, Chennai – 600 034 from the defendant and the defendant has filed counter claim praying for specific performance of Memorandum of undertaking dated 05.08.1996 for execution of sale deed in respect of undivided share of 1514 sq.ft as morefully mentioned the schedule of written statement as she had been put in possession of the flat pursuant to MOU dated 05.08.1996 as part performance. On reference to Mediation and Conciliation proceedings both the p arties have agreed to settle the dispute on the following terms of compromise with full and final

settlement.

1.The 2nd plaintiff has to execute sale deed in respect of undivided share of 1389 s.ft of land out of total extent of 3 grounds 1450 sq.ft. Morefully mentioned in the plaint 'A' schedule property in the name of defendant or her nominee pursuant to the terms of MOU dated 05.08.1996 and the defendant has to pay a sum of Rs.40,00,000/-(Rupees forty lakhs to 2nd plaintiff by way of demand draft at the time of registering the sale deed for undivided share of land in her favour on or before 30.12.2018 by handing over the original sale deed dated 15.02.2011 document No.204/2011 to the defendant.

2.The first plaintiff has already taken all steps to regularise the flat no.1, Ground floor, 7-A, sterling avenue, 1st cross st., Nungambakkam, Chennai – 600 034 which is in possession of the defendant herein and the first plaintiff has to hand over xerox copies of all the related documents for regularization of the flat constructed under MOU dated 05.08.1996 and payment receipts and has undertaken to get regularization of the construction.

3.Pursuant to the execution and registration of sale deed as mentioned in clause 1 of this compromise memo in favour of the defendant the claim of plaintiffs in the suit against the defendant and counter claim of the defendant against plaintiff stands withdrawn and dismissed.

4.The plaintiffs have given no objection for mutation of name of defendant in the Revenue Records of Chennai Corporation for property tax and water and sewerage connection and EB connection pursuant to the sale deed.

*Both the parties prays that this Hon'ble Court may be pleased to pass a decree in the above terms of compromise and for refund of the court fees on the plaint and the counter claim to the respective parties and render justice.
Dated at Chennai on this the 26th day of November 2018."*

2.The above Joint Memo of Compromise dated 26.11.2018 filed by the parties is taken on file and the suit is decreed in terms of the Joint Memo of Compromise filed by the parties. The Joint Memo of Compromise shall form part of the decree. Since the matter is settled out of Court, both the plaintiffs and defendant are entitled to refund of Court fee, as per law. No costs.

26.11.2018

Note: Issue order copy on 27.11.2018

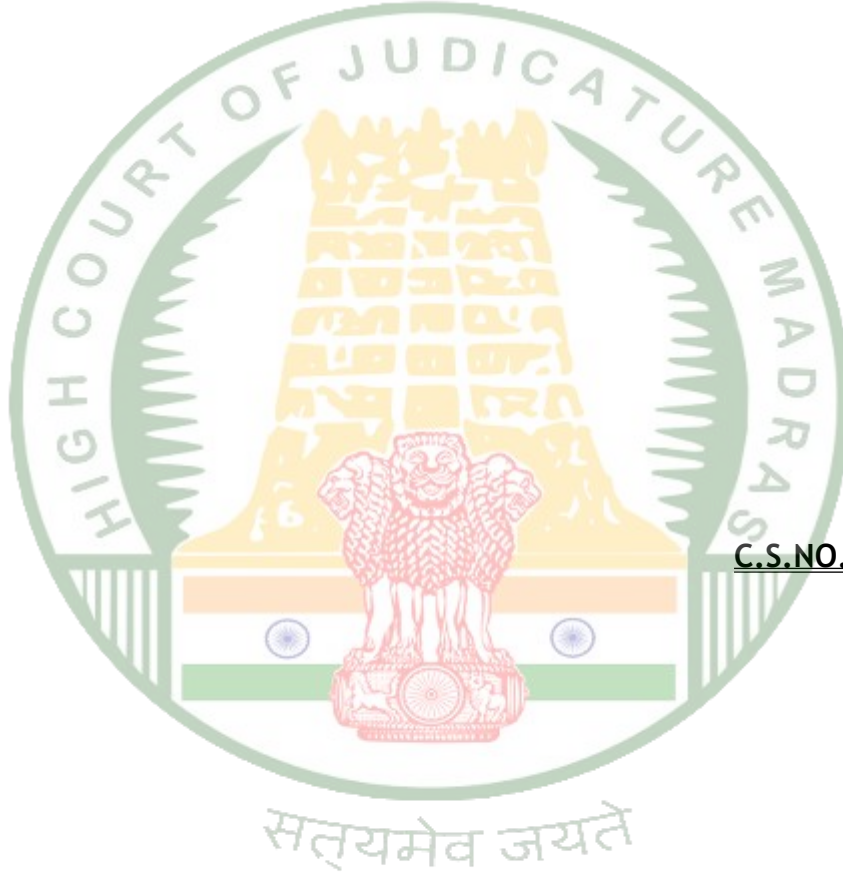
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M.GOVINDARAJ, J

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