

HIGH COURT LEGAL SERVICES COMMITTEE, CHENNAI
Lok Adalat-I organised by the High Court Legal Services
Committee
Friday, the 26th day of October, 2018

LOK ADALAT ORDER
(Chapter VI and u/s 21 of Legal Services Authorities Act,
1987)

Presided over by

The Hon'ble Mr.JUSTICE P.THANGAVEL (Retd.)
and

Members

Mrs.M.Rajalakshmi
Mr.M.Boopathy

C.S.No.635 of 2012

(This Civil Suit is filed praying for a judgment and
decree

a) To declare the Defendant's legal notice dated
9.2.2011 terminating the sale agreement dated 09.06.2010 as
null and void thereby consequently holding that the sale
agreement dated 09.06.2010 between the Plaintiff and
Defendant is legally binding, existing and enforceable;

b) for specific performance of the contract under the
sale agreement dated 09.06.2010 directing the defendant to
execute the sale deed with respect to the suit property, more
fully described in the Schedule hereunder, to and in favour
of the plaintiff.

Mrs. M.Vijayalakshmi
W/o K. Murthy New No.58,
Old No.52, Manickavinayagar Koil Street,
Vyasarpadi, Chennai-600 039.

... Plaintiff

Mrs. Mithu Devi
W/o Late Mr.Gevarchand,
No.37, Ragu Nayakalu Street,
Park Town, Chennai-600 003.

... Defendant

This case came up for settlement before the Lok Adalat.
Mr. M.Anandan learned counsel for the Plaintiff and
Mrs.C.Rekha Kumari, learned counsel for the defendant are
present.

TERMS OF SETTLEMENT

The suit in C.S.No.635 of 2012 pending on the file of the
High Court, Madras has been referred to Lok Adalat for
conciliation today.

2. The Plaintiff has filed a suit against the defendant
to declare that the legal notice dated 09.02.2011 issued by
the defendant terminating the sale agreement dated 09.06.2010
as null and void thereby holding that the sale agreement
dated 09.06.2010 between the plaintiff and defendant is
legally binding, existing and enforceable, and for specific
performance of the contract under the sale agreement dated
09.06.2010 directing the defendant to execute the sale deed
with regard to the suit property described in the schedule
hereunder in favour of the plaintiff and for cost.

3. The plaintiff assisted by counsel and the defendant assisted by counsel are presented before the Lok Adalat today. After due deliberation and discussion both the parties have compromised the dispute between them and filed the joint memo of compromise, the terms of which are read over and explained to the parties and they accept the same as correct. The Joint memo of Compromise is recorded by Lok Adalat and the terms of Joint Memo of Compromise are as follows;

"The Plaintiff filed the Civil Suit in C.S.No.635 of 2012 before the Hon'ble High Court of Madras to declare Defendant's legal notice dated 09.02.2011 for terminating the sale agreement dated 09.06.2010 as null and void and for specific performance of the contract under the sale agreement dated 09.06.2010 directing the defendant to execute the sale deed with respect to the suit schedule property in favour of the plaintiff along with cost.

The Plaintiff in the meantime approached the Defendant and agreed to settle the matter amicably out of court by withdrawing all the rights and claims of the Plaintiff mentioned in the Sale Agreement dated 09.06.2010. After repeated discussions, the Defendant offered to pay and the

Plaintiff agreed to receive a sum of Rs.20,00,000/- (Rupees Twenty Lakhs only) as one time full and final settlement on following terms and conditions:

(i). In pursuance to the compromise entered between the Plaintiff and the Defendant, the Plaintiff has received the following amount from the Defendant.

By way of NEFT in the bank account of Plaintiff
(Mrs.Vijayalakshmi) on 29.09.2018 : Rs. 22,700/-

By way of NEFT in the bank account of Mr.K.Murthy
(Husband of Plaintiff) on 29.09.2018 : Rs. 27,300/-

By of cash to Plaintiff on 24.10.2018 : Rs. 25,000/-

Total Rs. 75,000/-

(ii). The Plaintiff acknowledge the receipt of Rs.75,000/- (Rupees Seventy Five Thousand only) from the Defendant and on the receipt of the said sum of Rs.75,000/-, the Plaintiff and the Defendant executed the Joint Memo of Compromise in writing.

(iii). The Defendant undertakes to make the balance payment of Rs.19,25,000/- (Rupees Nineteen Lakhs Twenty Five Thousand only) by way of demand draft on the date of

withdrawal of the Suit in C.S.No.635/2012 and on handing over of the keys of the vacant portion of the schedule property by the Plaintiff.

(iv). The Plaintiff agreed that the sum of Rs.20,00,000/- (Rupees Twenty Lakhs only) as agreed between both the parties are full and final settlement of all the dues inclusive of advance amount, interest and compensation as mentioned in the Sale Agreement dated 09.06.2010 and beyond this no other amount shall be claimed by the Plaintiff from the Defendant with regard to the schedule property.

(v). The Plaintiff and the Defendant shall take steps to withdraw the suit pending in C.S.No.635/2012 on the file of the Hon'ble High Court of Madras at the earliest and abide by the terms and conditions mentioned in this Joint Memo of Compromise.

(vi). The Plaintiff undertakes to give no objection in favour of Defendant for getting patta from revenue authority. If required the Plaintiff shall also participate in the enquiry to be conducted by the Revenue Authority for issuing Patta in favour of the Defendant.

(vii). The Plaintiff undertakes to cooperate with the Defendant and her agents for surveying the suit schedule property.

(viii). The Plaintiff undertakes to deliver vacant portion by removing illegal encroachment on the schedule property along with the keys to the Defendant, immediately on receipt of Rs.19,25,000/- (Rupees Nineteen Lakhs Twenty Five Thousand only) by way of Demand Draft.

(ix). The Plaintiff undertakes not to disturb the peaceful possession of schedule property and shall not object on sale of Schedule Property in favour of any third party.

(x). This settlement proposal is agreed by the Plaintiff and Defendant".

4. It is admitted by both sides that a sum of Rs.75,000/- (Rupees Seventy Five Thousand only) has already been received by the Plaintiff from the Defendant as mentioned in the Joint Memo of Compromise and the Defendant has agreed to pay a balance amount of Rs.19,25,000/- (Rupees Nineteen Lakhs Twenty Five Thousand only) out of the

compromised amount of Rs.20,00,000/- (Rupees Twenty Lakhs only) in connection with the demised property. Accordingly, the Defendant has handed over the Demand Draft bearing No.268537 dated 24.10.2018 drawn in favour of M.Vijayalakshmi from Punjab Nationalised Bank, Sowcarpet, Chennai - 600 003 for Rs.19,25,000/- (Rupees Nineteen Lakhs Twenty Five Thousand only) before the Lok Adalat to the Plaintiff and such payment is also recorded. The Plaintiff shall handed over the vacant portion of suit property and keys to the defendant as agreed in the Joint Memo of Compromise. Accordingly, possession of suit property and keys of said property have already been handed over to the defendant by the Plaintiff and the same has been accepted by both parties.

5. In view of the circumstances stated in the Joint Memo of Compromise by both parties, and in view of the payment of the balance amount of Rs.19,25,000/- (Rupees Nineteen Lakhs Twenty Five Thousand only) by the Defendant to the Plaintiff before the Lok Adalat, the Lok Adalat hereby declare and decree that the suit shall stand dismissed as per terms of Joint Memo of Compromise. The terms contained in the Joint Memo of Compromise shall form part of the Award. No order as to cost. Award is passed accordingly.

6. The full Court fee shall be refunded to the plaintiff in the manner provided under Section 69-A of the Tamil Nadu Court-Fees and Suits Valuation Act, 1955 and the Court Fees Act, 1870 as provided for under sub Sec.1 of Section 21 r/w 25 of LSA Act 1987 as amended in 1994 and there shall be no demand for additional Court fee.

M.Vijayalakshmi

... Counsel for the Plaintiff

Mithu Devi

... Counsel for the Defendant

Sd-
Judge

Sd/-
Member

Sd/-
Member

Sd/-

Assistant Registrar(LA)

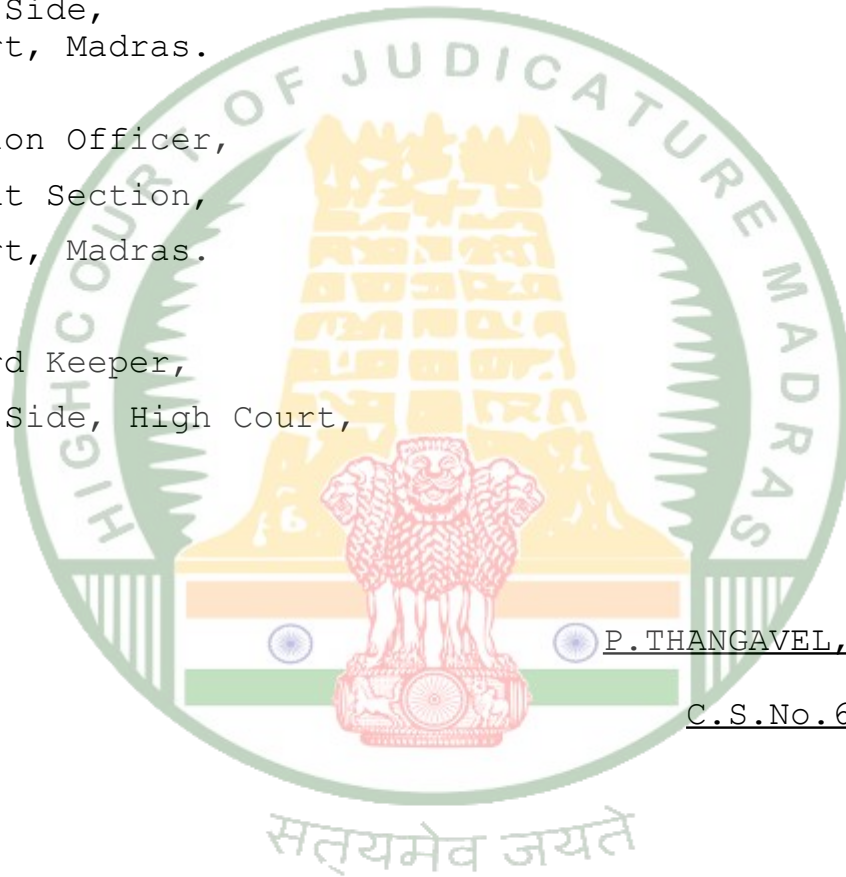
// The Certified to be true copy//

Sub Assistant Registrar(OS)

To:
The parties/Advocate concerned

Copy to:

- 1.The Secretary,
High Court Legal Services Committee, Chennai.
- 2.The Sub Assistant Registrar,
Original Side,
High Court, Madras.
- 3.The Section Officer,
Lok Adalat Section,
High Court, Madras.
- 4.The Record Keeper,
Original Side, High Court,
Madras.



P.THANGAVEL, J. (Retd.)

drl

C.S.No.635 of 2012

26.10.2018

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