

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 11.10.2018

CORAM:

THE HONOURABLE MR.JUSTICE M.GOVINDARAJ

C.S.No.387 of 2013 and
C.S.D.No.488 of 2016 and
A.Nos.5635, 7147 & 7148 of 2018

L.Surendar Narriain ... Plaintiff
for both suits
-Vs-

M/s.GKW Limited,
No.3A, Shakespeare Sarani,
Kolkata-700 071 ... Defendant
for both suits

Plaint filed under Order VII Rule 1 of Civil Procedure Code, r/w Order IV, Rule 1 of Original Side Rules.

Prayer in C.S.No.387 of 2013:

- a) directing the defendant to pay a sum of Rs.69,88,794/- together with interest at the rate of 18% per annum from the date of plaint till the date of realisation;
- b) to pay the cost of the suit.

Prayer in C.S.No.D.488 of 2016:

- a) directing the defendant to pay a sum of Rs.30,96,774/- together with interest at the rate of 18% per annum on R.17,69,585/- from the date of plaint till the date of realisation;
- b) to pay the cost of the suit.

For Plaintiff : Mr.K.Rajasekaran

For Defendant : Mr.M.Suresh
Mr.A.Velmurugan

J U D G M E N T

Parties are appearing before the Court for Settlement. They have filed a Joint Compromise Memo dated 07.09.2018 and signed by the respective counsel, which reads as follows:

"1.The Plaintiff herein initiated the above suit in C.S.No.387 of 2013 for recovery of a sum of Rs.69,88,794/-.

2.The Plaintiff has filed the above Suit in C.S.No.387 of 2013 based on the decree passed in R.C.O.P.No.828 of 2008 by the Hon'ble XIII Small Causes Court, Chennai fixing fair rent of Rs.1,59,834/- for the premises which was in occupation by the defendant as tenant. As per the order passed by the Rent Control Court i.e.XIII-Small Causes Court, Chennai the fair rent to the petition premises has been fixed at Rs.1,59,834/- per month. The defendant has to pay the enhanced rent of

Rs.1,42,434/- from 17.04.2008 to 31.10.2011 (the date on which the defendant has vacated) and handed over possession of the premises to the plaintiff in the application for fair rent.

3.The defendant has also filed appeal in RCA No.675 of 2010 before the Hon'ble Small Causes Court, Chennai against the said order passed in RCOP No.828 of 2008 by the Hon'ble XIII Small Causes Court, Chennai fixing fair rent of Rs.1,59,834/-. Likewise the plaintiff has also filed appeal in RCA No.13 of 2011 before the Hon'ble VII-Small Causes Court, Chennai in RCOP No.828 of 2008 to seeking enhancement of the fair rent fixed by the Learned Rent Controller, Chennai. The Learned Rent Controller Appellate Authority has jointly taken both appeals i.e., one filed by the defendant in RCA No.675 of 2010 and other filed by the plaintiff in RCA No.13 of 2011 for hearing and passed common order dated 16.07.2014 thereby modified the decree passed in RCOP No.828 of 2008 fixing the fair rent at Rs.2,01,540/- per month.

4.The plaintiff also filed another suit in C.S.Dairy No.488 of 2016 inter-alia praying for recovery of sum of Rs.30,96,774/- together with interest per the the Rent Controller Appellate Authority i.e. Hon'ble VII-Small Causes Court, Chennai in RcOp No.828 of 2008. The plaintiff has appointed his Power of Attorney Agent Mr.Narendar Narrain by registered Power of Attorney dated 2nd July 2007 document No.991/07 at Royapuram Sub Registrar Office to represent him in the above suit. Now considering the nature of prolonged litigation for the past 10 years between the plaintiff and the defendant, they mutually decide to settle the dispute among themselves and they have entered into this Memorandum of Compromise on the following terms and conditions:

TERMS AND CONDITIONS:-

"a. The defendants herein agreed to pay a total sum of Rs.55,00,000/- [Rupees Fifty Five lakhs only] as full and final settlement towards discharge of all liabilities including all costs, interest and other charges, under the decree in common order dated 16.07.2014 in R.C.A.No.675 of 2010 and R.C.A.No.13 of 2011 and the same was agreed by the plaintiff.

b. The Plaintiff accepts, confirms having taken delivery of the disputed building in good condition and there is no claim whatsoever regarding the handing over possession by the defendant to the plaintiff on 31.10.2011 (as recorded by the Hon'ble Rent Control Court, Chennai on the hearing dated 28th October 2011).

c. The plaintiff confirms that on payment of Rs.55,00,000/- [rupees Fifty Five lakhs only] vide draft payable to Surendar Narrain Lalapet [i.e., the plaintiff], by the defendant, by this Memorandum of Compromise is towards full and final settlement and there is no claim whatsoever past, present or future from the plaintiff herein.

d. The defendant accepts that the Demand Draft to be handed over to the plaintiff's POA Mr.Narendar Narrain.

e. The plaintiff and defendant undertake to withdraw all other Proceedings/Suits/Application(s)petition(s) pending as on date against each other before Court(s) of law on signing of this compromise and recording of the same in the above suit and treat all the dispute with each other as finally resolved and settled.

f. The plaintiff also undertakes to give necessary affidavit to the defendant confirming that there is no balance or claim whatsoever from the defendant along with the acknowledgment of the demand draft upon receipt of the demand draft by the plaintiff in full and final settlement of the claim including cost, interest and charges.

g. That the parties agree and confirm that the above civil suit in C.S.No.387 of 2013 and C.S.Diary No.488 of 2016 shall be disposed of according to this Memorandum of Compromise. On the basis of this Joint Compromise Memorandum the Order/Decree shall be passed accordingly incorporating the terms agreed upon hereunder.

h. Both parties hereby agree for disposal of the above suit in C.S.No.387 of 2013 by passing a decree incorporating the terms of the Joint Compromise Memorandum.

Dated at Chennai on this the 20th day of August, 2018".

2. The said Compromise Memo dated 07.09.2018 is taken on record and shall form part of the order.

Accordingly, the Suits are dismissed as Settled out of Court. There shall be no order as to costs. Consequently, connected applications are also dismissed.

3. The Registry is directed to refund the full court fee to the plaintiff.

11.10.2018

KP

To

The Sub Assistant Registrar,
Original Side,
High Court, Madras.

M. GOVINDARAJ, J.

KP

C.S.No.387 of 2013
and C.S.D.No.488 of 2016

11.10.2018