

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 09.02.2018

CORAM:

THE HONOURABLE MR.JUSTICE M.GOVINDARAJ

C.R.P.(PD) Nos.3136 and 3137 of 2017
and C.M.P.Nos.14741 and 14742 of 2017

Dr.Raja ... Petitioner in both C.R.Ps

Vs.

K.Ravikumar ... Respondent in both C.R.Ps

PRAYER IN BOTH C.R.Ps: Civil Revision Petitions filed under Article 227 of Constitution of India, against the order dated 02.12.2016 passed in I.A.Nos.1107 and 1108 of 2016, respectively, in O.S.No.255 of 2005, on the file of the District Munsif, Chengalpat.

For Petitioner : Mr.S.Natana Rajan

For Respondent : Mr.R.Muniyapparaj

COMMON ORDER

These Civil Revision Petitions were filed against the order dated 02.12.2016 passed in I.A.Nos.1107 and 1108 of 2016, respectively, in O.S.No.255 of 2005, on the file of the District Munsif, Chengalpat.

2. By consent of both parties, the above cases were referred before the Tamil Nadu Mediation and Conciliation Centre attached to this

Court by order dated 31.08.2017, and before the Mediation Centre, the parties have settled the matter. The Mediation Centre also filed report dated 18.12.2017, stating that the matter was settled between the parties, as per the terms mentioned in the report. The said Mediation agreement reads as under:-

1. *The first party and second party agree that this is full and final settlement. Apart from this settlement second party had also agrees that there is no other claim against the first party in any mode in future for this same transaction. Nevertheless to say except this transaction both parties agrees that there is no other transaction between them.*
2. *Both parties have accepted for a settlement of issues as follows:-*

The total amount for a sum of Rs.4,50,000/- (Rupees Four lakh and fifty thousand only). Both parties have agreed to extend their cooperation to complete the issue amicably. The first party has agrees to pay the amount to second party in 3 installments on following dates mentioned as follows:-

S.No	Date on which payment should be made by first party to second party	Amount
1.	18.12.2017	Rs.1,00,000/- by way of cheque No.076546 dated 18.12.2017 drawn on Federal Bank, Thiruporur Branch
2.	20.01.2018	Rs.1,00,000/- by way of cheque No.076547 dated 20.01.2018 drawn on Federal Bank, Thiruporur Branch

S.No	Date on which payment should be made by first party to second party	Amount
3.	05.02.2018	Rs.2,50,000/- by way of cheque No.076548 dated 05.02.2018 drawn on Federal Bank, Thiruporur Branch

3. The first party and second party also agree that based on the settlement arrived between them, the second party ensures that to withdraw the case pending against first party in O.S.No.255 of 2005 on the file of learned District Munsif Chengalpattu and other case pending before Hon'ble High Court in C.R.P.(PD) Nos.3136 of 2017 and 3137 of 2017. Both parties have confirmed that there is no other case pending against each other. If any case/complaint is there against each other than that will automatically hereby closed on the date of this MOU.
4. The second party agrees to forthwith on receipt of the sum of Rs.1,00,000/- demolish the old wall which is situated at suit 'B' below mentioned schedule of the property on the eastern side as agreed by both parties on 09.12.2017 measuring 30 feet by 2 inches, within the passage, below the ceiling level of the first floor of the party of the second part without causing any damage to the existing wall put up by the party of the first part. After removal of the old wall as said above the party of the second part shall plaster and paint the wall at his own expenses on or before 19.01.2018 in suppose failure the entire amount (1 L Rupees) to be paid including post dated cheques, party to the second party (viz) it may applicable to both

parties.

- 5. The first party agrees that sewage pipe line situated at suit 'B' below mentioned schedule of the property will be removed and re-fixed on the first party property, after the party of the second part complies with the clause No.4 of the MOU as said above. In case of the cheques dishonored automatically the mentioned case may be reopened.*
- 6. Both the parties have executed this MOU by mutual consent and without any force, coercion, misrepresentation, pressure from any one and after going through and understanding the contents of the same. The agreed to abide by the terms of MOU.*
- 7. That both the parties shall hereafter not interfere into the affairs of the other part.*
- 8. That the party of the second part shall extend all cooperation to the party of the first part if any repair work is to be done by the party of the first part in the Shutter now at the 'B' schedule property. The party of the second part shall also remove the wall put up by him overlapping the Shutter, so as to enable the party of the second part to effectively utilize his property.*
- 9. That both the parties shall extend mutual cooperation to one another so as to enable the other to do periodical repair and*

maintenance work in their respective portions.

10. It is further agreed that after the execution of the terms and conditions stated above, there shall be no claim left between the parties against each other in any manner whatsoever.

3. The learned counsel appearing for both parties also submitted that the parties have amicably settled the matter before the Mediation Centre and signed the mediation agreement in their presence.

4. Since the parties have settled the matter, as evident from the Mediation Agreement, dated 18.12.2017, nothing survives for adjudication in these Civil Revision Petitions. The Mediation Agreement, dated 18.12.2017, shall form part of the record.

6. The Civil Revision Petitions are disposed of in terms of the mediation agreement. No costs. Consequently, connected miscellaneous petition is closed.

09.02.2018

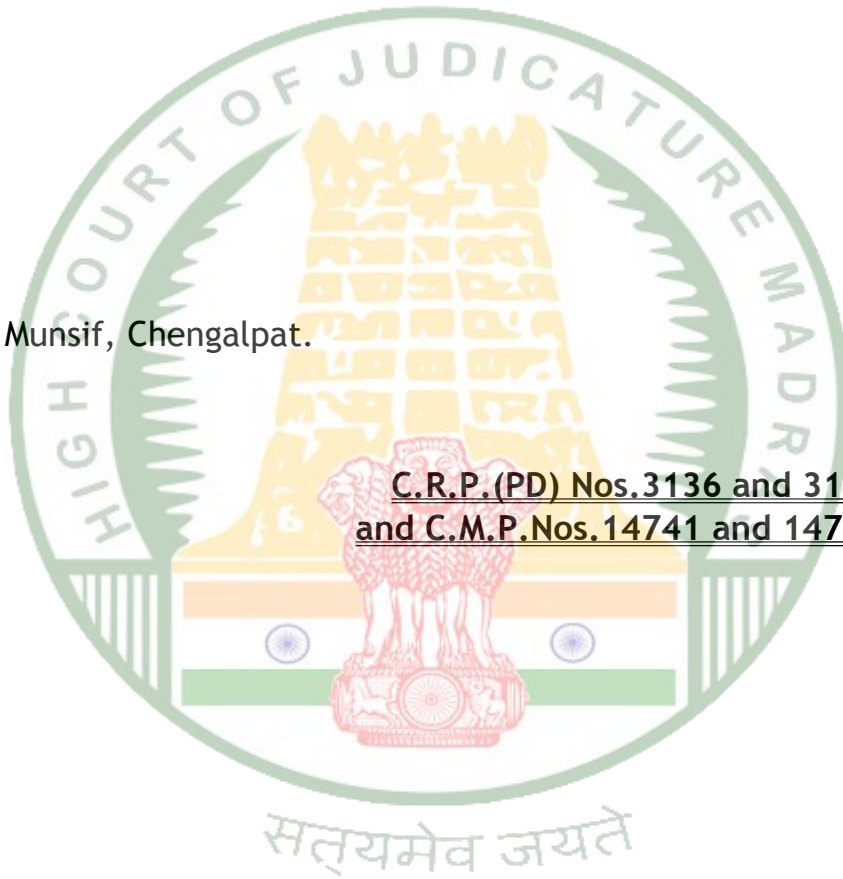
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M. GOVINDARAJ, J.

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To

The District Munsif, Chengalpat.



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and C.M.P.Nos.14741 and 14742 of 2017

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