

HIGH COURT LEGAL SERVICES COMMITTEE, CHENNAI
Lok Adalat-I organised by the High Court Legal Services
Committee

Wednesday, the 27th day of August 2018

LOK ADALAT AWARD

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

Presided over by

The Hon'ble Mr. JUSTICE M. THANIKACHALAM (Retd.)

Members

Mr. Kaliyamurthy

Ms. V. Jayabharathy

C.S.No.152 of 2017

The Civil Suit praying for (a) directing the
defendant to pay a total sum of Rs.28,56,666/- being a
sum of Rs.24,00,000/- towards interest at 12% from
01.06.2015 to till 10.01.2017 and future interest on the
principal sum of Rs.24,00,000/- at the rate of 12% from
the date of the plaint till the date of realization.
(b) directing the defendant to pay cost of the suit.

A.Sundar

..Plaintiff

Vs.

C.V.Ramesh

..Defendant

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This Case Came up for settlement before the Lok Adalat. Learned counsel for the plaintiff Mr.R.Saravanakumar and learned counsel for the defendant Mr.S.S.Vasudevan are present.

TERMS OF SETTLEMENT

The plaintiff has filed a suit against the defendant for the recovery of a sum of Rs.28,56,666/- (Rupees twenty Eight Lakhs, Fifty Six Thousand and Six Hundred and Sixty Six only) with interest thereon and the suit is still pending, awaiting trial. At this stage, the parties have settled the matter between themselves including other problem which we are not concerned very much for the disposal of this suit. Evidencing the compromise between the parties they have filed a memo of compromise and the same is recorded.

The plaintiff and defendant, represented by their respective counsel present. Upon enquiry, they have confirmed the compromise of the settlement including the amount payable in this suit for settlement. According to the parties, the defendant had agreed to pay a sum of Rs.15,00,000/- (Rupees Fifteen Lakhs only) in full quit of

<https://hcservices.ecourts.gov.in/hcservices/> the claim and as agreed a Demand draft drawn in favour of

the plaintiff, was given today in my presence and the receipt of Demand Draft was also acknowledged by the plaintiff.

Further, as per the compromise, the plaintiff had agreed to handover the documents listed in the plaint which is re-teirated in the compromise also. All the documents mentioned there under were handed over to the defendant and the same was acknowledged by the defendant also, on enquiry.

Recording the compromise, the case has to be dismissed as settled out of court ordering refund of the court and the compromise memo recorded shall form part of this order. The suit is dismissed, as settled out of court, as per the compromise.

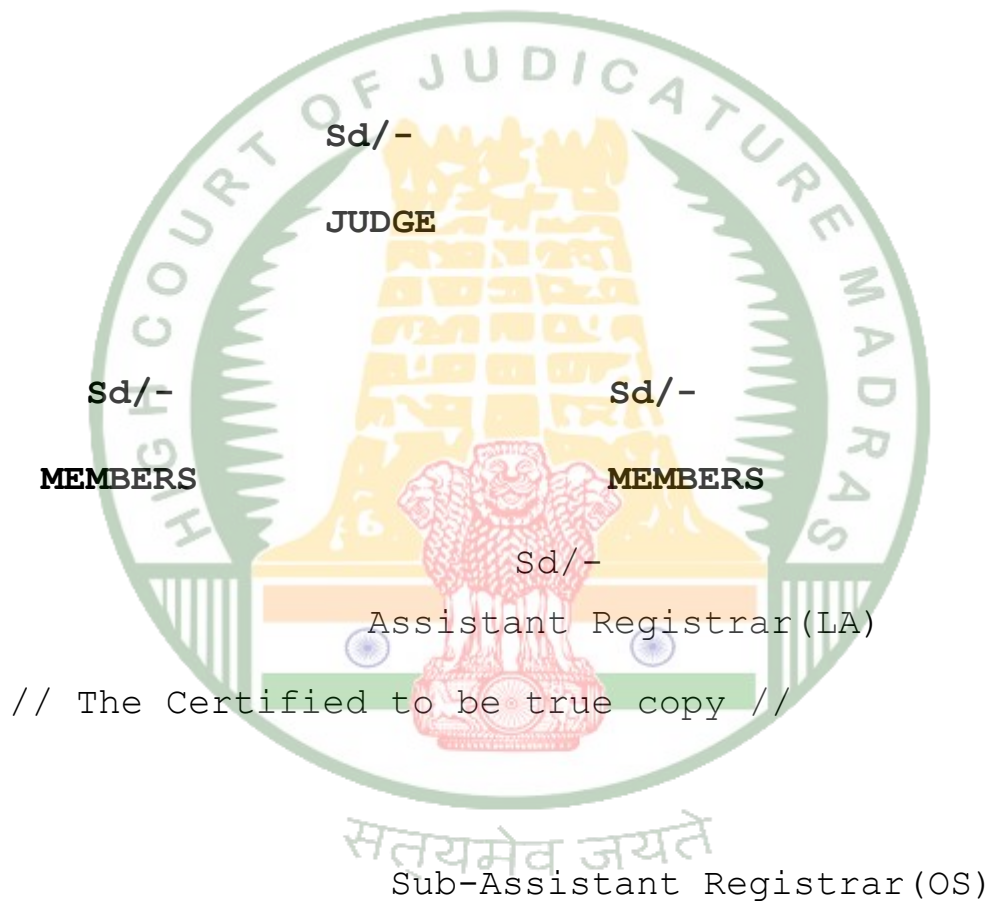
The full court fee shall be refunded to the plaintiff in the manner provided under section 69-A of the Tamil nadu Court-Fees and Suits Valuation Act, 1955 and the Court Fees Act, 1870 as provided for under sub Sec.1 of Section 21 r/w 25 of LSA Act 1987 as amended in 1994 and there shall be no demand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

A.Sundar

..Counsel for the Plaintiff

C.V.Ramesh

..Counsel for the Defendant



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Enclosures: Memorandum of compromise

To

The Parties/Advocate concerned

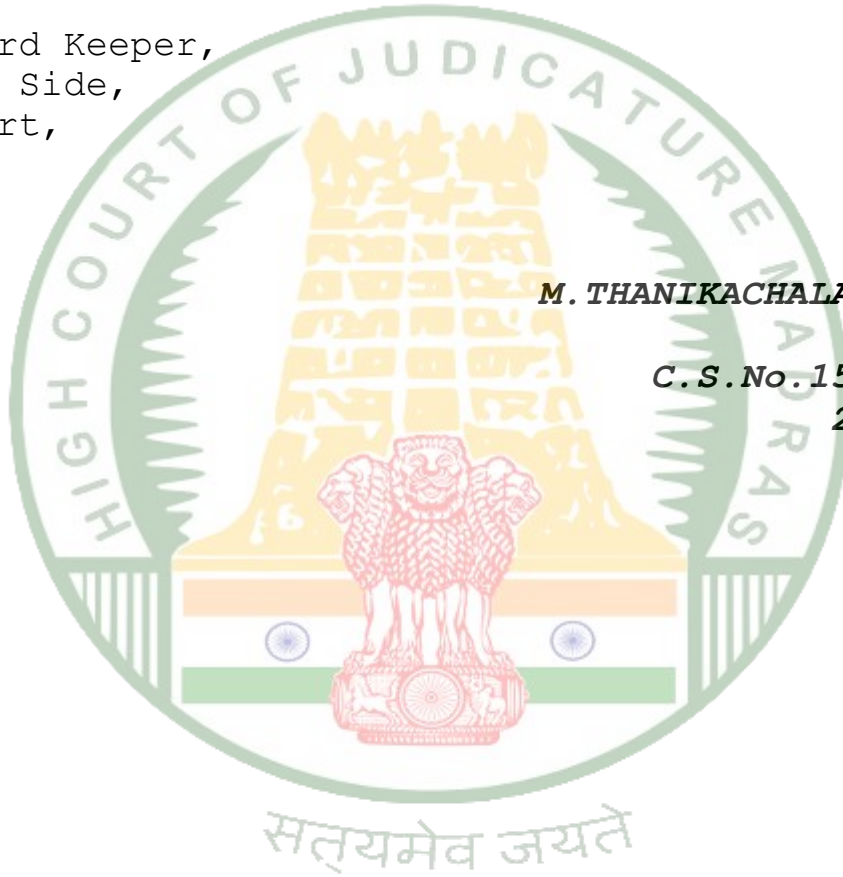
Copy to

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

2.The Secretary,
High Court Legal Services Committee,
Chennai.

3.The Section Officer,
Lok Adalat Section,
High Court,
Madras. +2 Copies

4.The Record Keeper,
Original Side,
High Court,
Madras.



M.THANIKACHALAM (Retd.)

drl

C.S.No.152 of 2017

27.08.2018

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