

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 25.07.2018

CORAM

THE HONOURABLE MR. JUSTICE V.BHARATHIDASAN

C.S. No.80 of 2015

C.T.Rajendran

.. Plaintiff

Versus

V.Sundararaj

.. Defendant

PRAYER:

These Civil Suits filed under IV Rule 1 of Original Side Rules R/w order VII Rule 1 of the Code of the Civil Procedure, prays to pass a judgment and decree in favour of the plaintiff and as against the defendant:

a) Specific performance of the sale agreement dated 17.10.2013 registered as document No.2246 of 2013 on the file of the Joint Sub-Register-II, Saidapet directing the defendant to execute and register the sale deed in favour of the plaintiff conveying the plaint schedule property viz, flat bearing No.11 situated at second Floor, measuring to an extent of 740 sq.ft comprised in Survey No.2-B/1A1 Par, T.S. No.122, Block No.31, measuring total extent of 3127 Sq.ft. Out of which 7% of undivided share bearing Old Door No.34 & 32, New No.40, Karnaeeswarar Koil Street, Saidapet, Chennai - 600 015, together with right of common passage, more fully described in the Schedule hereunder, failing which to direct the office of this Court to execute and register the sale deed in respect of the same;

b) In the alternative directing the defendant to refund back to the plaintiff a sum of Rs.39,00,000/- paid towards the sale consideration together with interest @ 24% per annum from the date of payment till the date of realization;

c) For permanent injunction restraining the defendant, his men, servants, agents or any one acting under his instructions or on his behalf from alienating or encumbering the suit schedule property;

d) to pay the cost of the suit.

For Plaintiff : Mr.S.Venugopalraj

For defendant : Mr.R.Ganesh Kumar

JUDGMENT

The suit has been filed by the plaintiff for specific performance of the sale agreement dated 17.10.2013 registered as document No.2246 of 2013 on the file of the Joint Sub-Register-II, Saidapet and for permanent injunction.

2.The learned counsel for the plaintiff as well as the defendant have submitted that the parties have settled the disputes between themselves and to that effect they have filed a joint memo of compromise dated 25.07.2018 before this Court and the same has been duly signed by the plaintiff and the defendant and counter-signed by their respective counsels.

3.The terms of memorandum of compromise is hereby recorded and the terms thereof are extracted below:

“3. It is mutually agrees upon/settled amongst the parties that in view of the Compromise arrived between the parties in C.S. No.861 of 2014, (namely between the defendant and the plaintiff's son), this suit may be dismissed as settled out of Court with no claim whatsoever in this suit.

4. It is mutually agreed upon that on receipt of a sum of Rs.1,45,00,000/- (Rupees One Crore and Forty Five Lakhs only) agreed to be paid by the defendant herein to the plaintiff in C.S. No.861 of 2014, the plaintiff herein will execute cancellation deed to cancel the sale agreement dated 17.10.2013 registered as document No.2246 of 2013 on the file of Joint Sub-Register -II, Saidapet immediately.

5. It is mutually agreed upon that the plaintiff upon execution of the cancellation of Sale Agreement referred above shall hand over/surrender the Original Sale Deed (Title) dated 30.03.2000 vide Document No.548 of 2000 to the custody of the defendant herein.

6. The plaintiff and defendant hereby declare that they have no claims against each other hereafter in the present or in future. It is mutually agreed upon that to the best of the remembrance the parties have not left out to mention any documents and if any left out to be mentioned shall not be enforced against each other”

3. Considering the matter has been settled between the parties, the suit is dismissed as settled out of Court. The compromise memo shall form part and parcel of this order. Registry is directed to refund the court fee paid by the plaintiff as permissible under law. No Costs.

25.07.2018

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Index : Yes/ No

Internet : Yes/ No

Speaking Order/ Non-speaking Order



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