

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated: 26.7.2018

CORAM

THE HONOURABLE MR.JUSTICE V.BHARATHIDASAN

C.S. No.255 of 2008

N.K.Jinnah

.. Plaintiff

Vs.

1. S.Rajasankar

2. S.R.Vijayaragavan

3. State Bank of India

Stressed Assets Recovery branch,
Montieth road, Egmore,
Chennai 600 008.

.. Defendants

The suit is filed under Order IV Rule 1 of O.S. Rules read with Order VII Rule 1 of C.P.C. for a judgment and decree against the defendants, their men, agents, assigns and persons claiming through them to specifically enforce the agreement for sale, dated 14.1.2008 execute a sale deed in favour of the plaintiff and hand over vacant possession of the schedule mentioned property to the plaintiff and for costs.

For Plaintiff : Mr.A.S.Kailasam

For Defendant No.1 : Mr.R.Gopinath

For Defendant No.2 : Mr.V.Jayaprakash

For Defendant No.3 : Mr.M.L.Ganesh

JUDGMENT

The suit has been filed for specific performance to execute sale deed pursuant to sale agreement, dated 14.1.2008. When the matter is taken up for hearing, the learned counsel for the plaintiff as well as the defendants submitted that the matter has been settled between the parties and the defendants are willing to pay the advance amount along with interest put together to a sum of Rs.1,94,500/- and the plaintiff also received the demand draft for the aforesaid amount. A joint memo of compromise, dated 16.7.2018 duly signed both plaintiff and the defendants along with their counsels has been filed.

2. The terms of the joint memo of compromise reads as under:

"1. It is submitted that the plaintiff has filed the above Civil suit seeking to specifically enforce the Agreement for Sale dated 14.1.2008, by executing a sale deed in favour of the plaintiff and hand over vacant possession of the suit schedule property to the plaintiff.

2. It is submitted that the first defendant was the owner of the suit schedule property. The 2nd defendant was the Power Agent of the first defendant and the 2nd the defendant is not contesting the above suit. The 3rd defendant was impleaded for the purpose of updating the status of the suit schedule property. Therefore, any

orders passed in the above Civil suit would affect either the plaintiff or the 1st defendant alone.

3. It is submitted that as per the legal advice given to the plaintiff and the 1st defendant, it was mutually agreed by the plaintiff and the 1st defendant, to have a consent decree passed in the above Civil Suit, without affecting either of their rights, on the following settlement arrived between them:-

a. That the 1st defendant will pay to the plaintiff, the advance amount of Rs.1,00,000/- (Rupees one lakh only) mentioned in the sale agreement, dated 14.1.2008, together with interest @ 9% per annum i.e. altogether a sum of Rs.1,94,500/- (Rupees one lakh ninety four thousand five hundred only) on or before 16.7.2018.

b. That on receipt of the payment of the above said sum of Rs.1,94,500/-, the plaintiff will not make any further claim on the basis of the above said sale agreement, dated 14.1.2008 or on the basis of any other means, against the 1st defendant or the suit schedule property.

4. It is submitted that as per the mutual agreement the 1st defendant has made a payment of Rs.1,94,500/- (Rupees one lakh ninety four thousand five hundred only) to the plaintiff in the following manner:-

i. Rs.1,00,000/- (Rupees one lakh only) vide demand draft dated 12.7.2008 bearing No.501254, drawn on ICICI Bank, Rajapalayam branch, drawn in favour of the plaintiff and

ii. Rs.94,500/- (Rupees ninety four thousand five hundred only) vide demand draft, dated 12.7.2018 bearing No.501254, drawn on ICICI Bank, Rajapalayam branch, drawn in favour of the plaintiff.

5. It is submitted that the plaintiff acknowledges the receipt of the entire sum of Rs.1,94,500/- (Rupees one lakh ninety four thousand five hundred only) paid by the first defendant and hereby undertakes that he will not make any claim whatsoever either against the 1st defendant or the suit schedule property and as such the plaintiff and the 1st defendant mutually agrees for having a consent decree passed in the above C.S.No.255 of 2008."

3. Considering the fact that the matter has been settled between the parties, the suit is decreed as per the terms of joint memo of compromise entered into between the parties. The joint memo of compromise shall form part of the decree. No costs.

WEB COPY 26.7.2018

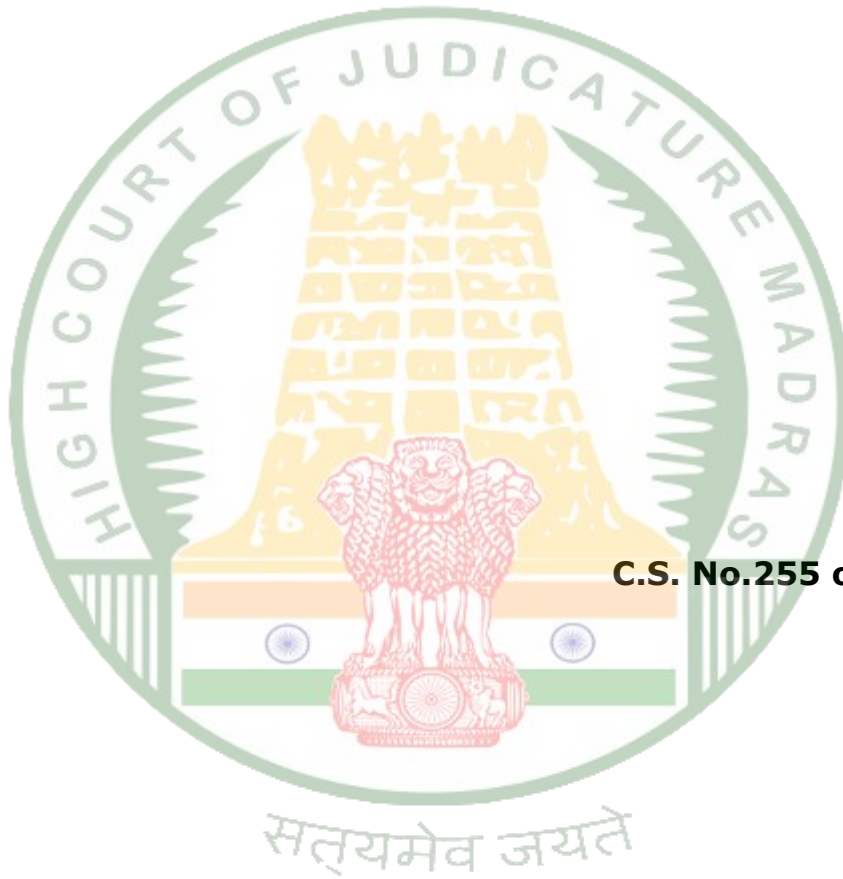
Speaking/Non speaking order

Index : Yes/No

vaan

V.BHARATHIDASAN, J.

vaan



C.S. No.255 of 2008

WEB COPY