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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 13.03.2018

CORAM:

THE HON'BLE JUSTICE **C.V.KARTHIKEYAN**

CS.No.648 of 2016

A.No.4476 of 2017

M/s. Hale and Healthy Corporation,
Represented by its Managing Partner,
Mr.Giri Muthukrishnan,
No.2/396, 2nd Street,
Srinivasapuram,
Thiruvanmiyur,
Chennai-600 041.

... Plaintiff

..Vs..

1. Dr.P.Kannan,
S/o.Panchatcharam,
R.M.Noble Hospital,
No.41/2, Muttukkadu Road,
(East Coast Road),
Thiruvanmiyur, Chennai - 600 041.

2. The Chennai Specialty Pharmacy,
represented by its proprietor
Deepa
R.M.Noble Hospital,
No.41/2, Muttukkadu Road,
(East Coast Road),
Thiruvanmiyur, Chennai - 600 041.

3. Sai Diagnostics,
represented by its proprietor
Gopinath
R.M.Noble Hospital,
No.41/2, Muttukkadu Road,
(East Coast Road),
Thiruvanmiyur, Chennai - 600 041.

... Defendants



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For Plaintiff : Mr.S.S.Swaminathan
For 1st Defendant : Mr.Sriram

PRAYER : Plaint has been filed Under Order IV Rule 1 of O.S. Rules read with Order VII, Rule 1 of Civil Procedure code, (a). Directing all the defendants to quit and deliver to the plaintiff the possession of the premises bearing No.41/2, Ground + 3 Floors, Muttukkadu Road, (East Coast Road), Chennai - 600 041, also known as A-1, Srinivasapuram, Thiruvanmiyur, Chennai - 600 041 along with Johnsons passengers lift of 10 persons capacity and all machineries and equipments morefully described and mentioned in the schedule and annexure. (b). Directing the 1st defendant to pay to the plaintiff the arrears of rent of Rs.11,07,000/- in respect of the suit property. (c). Directing the 1st defendant to pay to the plaintiff Rs.13,80,000/- towards damages for use and occupation in respect of the suit property. (d). Directing the 1st defendant to pay to the plaintiff the costs of the suit.

J U D G M E N T

The learned Senior Counsel for the plaintiff and the learned counsel for the defendants are present before this Court a Memorandum of Compromise, which had been signed by the Plaintiff and the 1st Defendant.

2. It is to be mentioned that the 1st Defendant is in possession of the property and entered into a compromise. The 1st Defendant effectively gives a quietus to the issue between



2nd and 3rd have not entered appearance and were set as ex-parte. In the Memorandum of Compromise, the terms are as follows:

1. *"The 1st defendant handed over the symbolic possession of the suit property on 28.02.2018 to the plaintiff.*
2. *The 1st defendant handed over the possession of the suit property to the plaintiff on 05.03.2018 after removing the AC units, the clinical equipments installed by the 1st defendant in the suit property. The plaintiff taken over the items mentioned in the lease deed annexure along with the suit property. The plaintiff also taken over the Maruti Ambulance bearing number TN-07 AD 2971 from the 1st defendant on 04.03.2018.*
3. *In the Rental Agreement dated 16.06.2014, the 1st defendant paid a sum of Rs.45,00,000/- to the plaintiff towards security deposit. The 1st defendant has not remitted the rent from February, 2016 and that the rent payable was deducted from the advance amount of Rs.45,00,000/- and there are no amounts lying with the plaintiff to be refunded to the first defendant.*
4. *The plaintiff waived the arrears of rent from June, 2017 to 05.03.2018.*
5. *The plaintiff has no other claim in respect of*



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the arrears of rent against the 1st defendant.

6. The plaintiff shall not use the word 'NOBLE' and the 1st defendant shall not use the word "RM" to their respective business names.

7. The both parties have no future claim against each other in respect of the suit schedule property and shall not initiate any other suit against each other now or in future in respect of the suit schedule property.

8. The plaintiff and the 1st defendant prays that this Court may be pleased to record the above Memorandum of Compromise in the above suit and pass a decree".

3. The Memorandum of Compromise is recorded and consequently the suit is decreed as settled out of Court in terms of the said memo of compromise. The Plaintiff is entitled to refund of entire Court fees as per rules. Consequently connected application is closed.

Sd./-C.V.K.J
13.03.2018

Certified to be true copy//
Dated at Madras this the day of 2019.

JJ 12/07/2019

COURT OFFICER(O.S.)

From 25th day of September 2008 the Registry is issuing certified copies of the Orders/Judgments/Decrees in this