

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 12.01.2018

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THE HONOURABLE MR.JUSTICE R.SUBRAMANIAN

C.S.No.241 of 2006

Meston Education and Development
Association (P) Ltd.,
a Private Limited Company incorporated
under the Indian Companies Act 1956,
having registered office at
New No.10 Old No.33, West Cott Road,
Royapettah, Chennai 600 014,
Rep.by its Secretary / Director

... Plaintiff

Versus

1.M/s.R.M.H. Corporation Agencies,
No.6, W.B.Road,
Post Box No.303, Theppakulam,
Trichy 620 002.
A registered Partnership Firm,
represented by its Managing Partner
Mr.G.Srinivasan.

2.G.Srinivasan

3.S.Padmini

4.Master S.Lakshmi Narayanan

5.Master S.Vikram

Defendants 4 and 5 are minors
represented by their father and
natural guardian 2nd defendant.



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[Defendants 4 and 5 are declared as major as per the order in Application No.2715 of 2016 dated 17.06.2016 and the 3rd defendant is discharged from guardianship by the order in A.No.2716 of 2016 dated 17.06.2016.]

6.Church of South India Trust Association

A Company incorporated under the India Companies Act,
at No.5, Whites Road,
Royapettah, Chennai 600 014
rep.by its Director.

7.Indian Bank,

Clock Tower Branch,
No.29, West Cott Road,
Royapettah, Chennai 600 014,
Rep.by its Branch Manager.

... Defendants

Plaint filed under Order IV Rule 1 of Original Side Rules read with Order VII Rule 1 of Civil Procedure Code praying to pass a judgment and decree:

a) directing the defendants 1 to 5 and defendant 7 to deliver vacant possession of the schedule mentioned property.

b) direct the defendants 1 to 5 jointly and severally to pay a sum of Rs.39,79,358/- to the plaintiff.

c) directing the defendants 1 to 5 jointly and severally to pay a sum of rs.40,000/- per month as damages for use and occupation of the property from the date of plaint till delivery of vacant possession of the plaint

schedule property by the defendants 1 to 5 plaintiff and the plaintiff undertakes to pay the necessary Court fee there on when called upon to do so and

d) directing the defendants to pay the costs of the suit.

For Plaintiff : Mr.Devadason Sagar

For Defendants : Mr.K.Kannan for D1 to D3

Mr.K.Muthramalingam for D7

Mr.Sunil Kumar for D4 and D5

J U D G M E N T

The suit is one for directing the defendants 1 to 5 and defendant 7 to deliver vacant possession of the schedule mentioned property, direct the defendants 1 to 5 jointly and severally to pay a sum of Rs.39,79,358/- to the plaintiff, directing the defendants 1 to 5 jointly and severally to pay a sum of rs.40,000/- per month as damages for use and occupation of the property from the date of plaint till delivery of vacant possession of the plaint schedule property by the defendants 1 to 5 plaintiff and the plaintiff undertakes to pay the necessary Court fee there on when called upon to do so and for costs of the suit.

2. The parties have settled the matter and a Joint Memo of compromise has been filed. As per the said compromise, the first defendant

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dsa

had handed over symbolic possession of the suit property, since it is in occupation of the tenants. The same, is accepted by the plaintiff. The plaintiff also given up claim for damages.

3. Hence, the suit is decreed in terms of compromise, the compromise memo shall form part of the decree. No costs.

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Index : No

Internet : Yes

Non-speaking Order

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