

4IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated: 20.11.2018

CORAM

THE HON'BLE MR.JUSTICE M.SUNDAR

C.S.No.485 of 2018
and O.A.No.674 of 2018
and A.No.6504 of 2018

P.Usha

..Plaintiff

Vs.

1. Axis Bank Limited,
Represented by its Authorized Signatory
Having Registered Office At
Trishul, 3rd Floor,
Opp. Samartheshwar Temple
Law Garden, Ellis Bridge,
Ahmedabad - 380 006.
Gujarat.
2. Axis Bank Limited,
Represented by its Senior Manager - CRES South
Having Office at
82, Dr.Radhakrishnan Salai,
Mylapore,
Chennai - 600 004.

.. Defendants

This Civil Suit is preferred, under Order IV Rule 1 of the Madras High Court O.S. Rules Read with Order VII Rule 1 CPC, praying that the defendants do pay the plaintiff a sum of Rs.72,00,000/- for damages for use and occupation of the open terrace above the second floor of No.192, Karumuthu Nilayam, Anna Salai, Chennai - 600 002; for grant a permanent injunction restraining the defendants, their men or agents or anybody claiming under them, from in any manner encumbering or alienating the

movable properties namely the interiors belonging to the plaintiff, subject matter of the letter of the 2nd defendant dated 10.07.2018 and for costs.

For Plaintiff : Mr.S.Babu

For Defendants : Mr.V.V.Sivakumar
of M/s.Dua Associates

JUDGMENT

There is a sole plaintiff and there two defendants in the instant suit.

2. Mr.S.Babu, learned counsel on record for sole plaintiff is present before this Commercial Division and sole plaintiff Mrs.P.Usha, W/o. R.Parthiban is also present before this Commercial Division. With regard to two defendants, for all practical purpose the defendants collectively would be one entity i.e., Axis Bank Limited. Mr.S.Rangarajan, who is Vice President, Corporate Real Estates Service, whom this Commercial Division is informed is the Authorized Signatory of Axis Bank Limited is before this Commercial Division and Mr.V.V.Sivakumar, learned counsel on record for defendants is also before this Commercial Division.

3. Vide earlier proceedings dated 05.09.2018, this suit was referred to 'Tamil Nadu Mediation and Conciliation Centre' under the aegis of this Court' ('TNMCC' for brevity).

4. Thereafter, TNMCC has now sent a Mediation report dated 14.11.2018 under cover of a letter dated 16.11.2018 to this Court. Enclosed to the aforesaid Mediation report is a Settlement Agreement dated 14.11.2018, which has been duly signed by the aforesaid parties to the lis and their respective counsel. Parties present in Court have furnished self-attested photocopies of their photo identity cards.

5. Both aforesaid parties present in Court confirm that the settlement agreement dated 14.11.2018 and the terms and conditions adumbrated therein are acceptable to them, they have signed the same on their own volition and both parties request that this Commercial Division may dispose of the main suit itself by passing a compromise decree in terms of the aforesaid settlement agreement.

6. For the purpose of clarity and convenience, I deem it appropriate to extract the settlement agreement and the same reads as follows:

'SETTLEMENT AGREEMENT

This settlement agreement entered into on 14.11.2018

BETWEEN

Mr.P.USHA, wife of R.Parthiban, No.39, Habibullah Road, T.Nagar, Chennai - 600 017.

AND

M/s.AXIS BANK LTD., represented by its Authorized Signatory, Trishul 3rd Floor, Opposite to Samartheeswar

Temple, Law Garden, Ellis Bridge, Ahmadabad, Gujarat and another.

Whereas

1. Disputes and differences had arisen between the parties hereto and C.S.No.485 of 2018 was filed on the file of the High Court, Madras.

2. The matter was referred to mediation/conciliation vide an order dated 05.09.2018 passed by Mr.Justice.M.Sundar.

3. The parties agreed that Mr.S.Arunachalam would act as a mediator/conciliator.

4. Several meetings are held during the process of mediation/conciliation from 14.09.2018 to 14.11.2018 and the parties have with the assistance of the mediators/conciliator, voluntarily arrived at an amicable solution resolving the above mentioned disputes and differences.

5. The parties hereto confirm and declare that they have voluntarily and of their own free will arrived at this settlement agreement in the presence of the mediator/conciliator.

6. The following settlement has been arrived at between the parties hereto:

a) The defendants agreed to leave, in as is where is condition, the furnishing(wooden and aluminium, electrical and network equipments) in the rental portion occupied by the defendants Bank with fixtures.

b) Maintenance amount of Rs.3,31,500/- from 01.06.2018 to 10.09.2018 is agreed to be paid by the defendants to the plaintiff. The maintenance amount is net of TDS.

c) The total balance rent from 01.06.2018 to 20.09.2018 works out to Rs.81,99,576/- and the defendants agreed to pay the same. The above amount is net of TDS.

d)The plaintiff has agreed to submit proof of remittance of GST amount and the monthly returns copy, on or before 22.11.2018.

e)The Balance of electricity consumption charges for the months of August 2018 is Rs.4,31,187/- and prorate charges for September 2018 is Rs.1,48,192/- totaling to Rs.5,79,379/-.

f)The amounts mentioned in item Nos.(b) to (e) above is grand totaling to Rs.1,18,85,277/- and this amount shall be deducted from the advance amount of Rs.1,60,92,000/- paid by the Bank and the remaining amount of Rs.42,06,723/- is refunded as detailed below:

Sl.No.	Cheque Date	Cheque No.	Amount	Floor for which key is handed over
01.	14.11.2018	03646 (Axis Bank Cheque)	Rs.20,00,000/-	Ground floor
02.	14.11.2018	036349 (Axis Bank Cheque)	Rs.1,00,000/-	Interest Cheque
03.	14.11.2018	036350 (Axis Bank Cheque)	Rs.11,03,361/-	First Floor
04.	14.11.2018	036351 (Axis Bank Cheque)	Rs.11,03,361/-	Second Floor

On realisation of the respective cheque amounts, the keys of the respective floors will be handed over by the defendants to the plaintiff. Today the key for the ground floor has been handed over on receipt of the cheque for Rs.20,00,000/-. The Cheques are all dated 14.11.2018 and the cheques bearing amounts of Rs.11,03,361/- shall be presented on 12.12.2018 and 27.12.2018.

In case of default in the realization of the cheque amounts, the defendants are entitled to interest for the portion of the amount at the rate of 18% p.a. till the clearance of the default.

g)All the issues involved in C.S.No.485 of 2018 in the present

reference are fully and finally settled and the parties have no more claims against each other.

7. By signing the agreement, the parties hereto state that they have no further claims or demands against each other with respect to the C.S.No.485 of 2018 and all disputes and differences in this regard have been amicably settled by the parties hereto through the process of conciliation/mediation.

Date:14.11.2018

PARTIES SIGNATURE

sd/-
PLAINTIFF

sd/-
DEFENDANTS

COUNSEL'S SIGNATURE

sd/-
PLAINTIFF'S COUNSEL

sd/-
DEFENDANTS COUNSEL

7. To be noted, settlement agreement has been signed by both the parties and their respective counsel.

8. In the light of the narrative supra, there shall be a decree in this suit i.e., C.S.No.485 of 2018 in terms of the aforesaid settlement agreement dated 14.11.2018. The report of TNMCC, settlement agreement dated 14.11.2018 and self-attested photocopies of the photo identity cards of the parties, shall all part form of the compromise decree.

9. Suit is disposed of on above terms. Consequently, all interlocutory

applications are closed. There shall be no order as to costs.

10. Referring to 69-A of the Tamil Nadu Court Fees and Suits Valuation Act, 1955, Mr.S.Babu, learned counsel for plaintiff requests for refund of Court fee as this suit has been settled in one of the modes of settlement adumbrated in Section 89 of 'The Code of Civil Procedure,1908'.

11. Registry to process refund of court fee to the plaintiff in accordance with applicable/prevaling/operating Rules in this regard in the light of the aforesaid Section 69-A of Tamil Nadu Court Fees and Suits Valuation Act, 1955. Registry to refund Court fee by way of an instrument in the name of the plaintiff.

20.11.2018

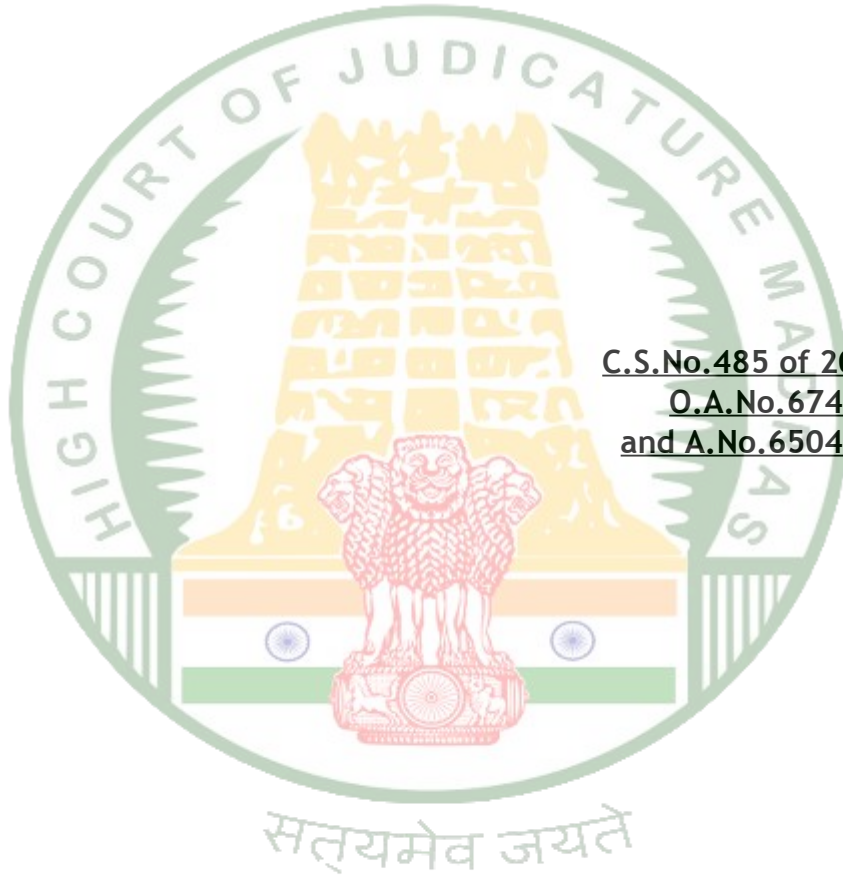
Speaking order

Index : Yes

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M.SUNDAR, J.
gpa/mp



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