

HIGH COURT LEGAL SERVICES COMMITTEE, CHENNAI
Lok Adalat-II organised by the High Court Legal Services
Committee

Tuesday, the 26th day of November 2019

LOK ADALAT AWARD

(Chapter VI and u/s 21 of Legal Services Authorities Act, 1987)
Presided over by

The Hon'ble Mr.JUSTICE M.THANIKACHALAM(Retd.)
and

Member

P.Narayanamoorthy

S.A.No.1015 of 2010

The Second Appeal Suit has been filed against the Judgement and Decree passed in A.S.No.35 of 2009 date 22.03.2010 on the file of the Additional District Judge, (Fast Track Court-II), Poonamallee in confirming the Judgment and Decree passed in O.S.No.232 of 2002 dated 06.11.2008 on the file of the Court of Sub-Ordinate Judge, Poonamallee.

N.Sivasundaram

.. Appellant

Vs.

1. Mrs.Egavalli
2. A.Gajendran
3. R.Marimuthu
4. V.Nedumaran
5. Mohammed Shareef

.. Respondents

R2 to R5 given up, as per order of the
Court dated 26/11/2019 made
in SA.No. 1015/2010.

This case came up for settlement before the Lok Adalat. Both the parties are present. Mr.S.Rajendran, learned counsel for the appellant and Mr.P.Kandasamy, learned counsel for the first respondent are present.

TERMS OF SETTLEMENT

The appellant herein as plaintiff filed a suit for declaration and other ancillary reliefs, for a total extent of 7,349 square feet. He failed in the Courts below resulting the second appeal.

2. By the well wishers of the parties and better counselling induced both the plaintiff and defendant to settle the matter instead of dragging on the case for ever. Therefore, as advised the plaintiff and the first defendant sat, discussed and reached conclusion, to divide the properties for which they have produced joint memo of compromise, wherein the plaintiff/appellant and the first respondent/first defendant

signed, acknowledged by their counsels. As far as the other respondents are concerned, as reported by both parties. they are formal parties not interested in the subject matter of the suit, and they are given up.

3. The parties who are present namely plaintiff and the first respondent when questioned about the terms of the compromise, have agreed and confirmed of the recitals, requesting, that the compromise may be recorded. According to joint memo of compromise thereby giving quietus to the litigation and allotting properties. By going through compromise, long pending of the case, it is also felt by this forum, to record the compromise for the betterment of both parties. Accordingly the compromise is recorded.

4. In pursuance of the compromise entered into between the parties, the second appeal is disposed of by allotting A Schedule property in the compromise memo to the first respondent/defendant and allotting the B Schedule property to the plaintiff/appellant. The parties are directed to comply the terms of conditions of the compromise and they are directed to perform the other activities also without deviation not giving any cause of action for further litigation. The compromise is recorded the second appeal is disposed of accordingly. The Joint memo of compromise shall form part of the decree.

5. The full Court fee paid shall be refunded to the appellants in the manner provided under Section 69-A of the Tamil Nadu Court-Fees and Suits Valuation Act, 1955 and the Court Fees Act, 1870 as provided for under sub Sec.1 of Section 21 r/w 25 of LSA Act 1987 as amended in 1994 and there shall be no demand for additional Court fee.

Sd/-
N.Sivasundaram

Sd/-
Counsel for the Appellant

Sd/-
Mrs.Egavalli

Sd/-
Counsel for the Respondent 1

Sd/-
Judge

Sd/-
Member

Sd/-
Assistant Registrar

//True Copy//

Sub Assistant Registrar

MSRM

ENCL.Xerox Copy of Memo of Compromise attached.

To: The parties/Advocate concerned

Copy to:

1. The Additional District Judge,
(Fast Track Court-II), Poonamallee
2. The Sub-Ordinate Court, Poonamallee.
3. The Secretary,
High Court Legal Services Committee, Chennai.
4. The Section Officer,
V.R. Section, High Court, Madras. (2 Copies)
5. The Section Officer,
Lok Adalat Section, High Court,
Madras. +2 copies

S.A.No.1015 of 2010

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GN(07/01/2020)