

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 10.12.2019

CORAM:

THE HONOURABLE Mr.JUSTICE S.M.SUBRAMANIAM

A.S.No.117 of 2018
and C.M.P.No.3898 of 2018

Mrs. Aruna Sudhakar

..Appellant/Ist defendant

Vs.

1. Mrs. R. Padmini

2. R. Hari Babu

..respondents 1 & 2/
Plaintiffs

3. Mr. M.R. Saravanan

..3rd Respondents/
2nd defendant

PRAYER: Appeal under Section 96 r/w Rule 1 of the Code of Civil Procedure, 1908, against the judgment and decree made in O.S.No.177 of 2015 on the file of III Additional District Court, Thiruvallur at Poonamallee dated 10.02.2017.

For Appellant : R. Sankarakutralingam

For Respondents : Ms. R.Meenakshi [R1 & R2]

Mr. P. Saravanan [R3]

J U D G M E N T

The learned counsel appearing on behalf of the appellant as well as the respondents made a submission that the issues between the parties to the appeal suit had already been settled through Mediation Centre and the mediation report dated 30.10.2018 is also enclosed along with the case papers. A joint compromise memo has also been filed and the same is extracted hereunder:

JOINT COMPROMISE MEMO

This deed of Joint Compromise Memo is executed at Chennai on 30th day of October 2018 between:

Mrs. Aruna Sudhakar, W/o. Mr.Sudhakar, Hindu aged about 32 years, residing at No:1/36, Old

Easwar Koil Street, Jak Nagar, thirumullaivoyal, Chennai - 109, hereinafter called as the Party of the first part;

Mrs. R. Padmini, W/o. Late V.Ravi, Hindu aged about 47 years, and R.Hari Babu, S/o. Late V.Ravi, Hindu aged about 27 years, both 1 and 2 are residing at:No:1, Sammiyar Street, West Gandhi Nagar, Avadi, Chennai - 64, hereinafter called as the party of the second part;

Mr.M.R. Saravanan, S/o Mr.Rathnam, Hindu aged about 52 years, residing at Gangai Amman Koil Street, Kavarapalayam, Avadi, Chennai - 64, herein after called as the party of the third part;

Whereas the party of the second part had filed a suit in O.S.No.177/2015 on the file of the Hon'ble III Additional District Court, Thiruvallur at Poonamallee, against the party of the first part for the suit claim amount of Rs.13,00,000/- (Rupees Thirteen Lakhs only) along with interest and cost, and for disposing the Vacant House-Site bearing Plot No:6 to an extent of 1340 sq.ft., Comprised in survey No.215/3 (bearing Patta No:15) in "DHANALAKSHMI NAGAR EXTENSION" situated at No: 24, VILLINJIAMBAKKAM VILLAGE, Poonamallee Taluk & Thiruvallur District, belonged to the party of the first part for the satisfaction of the claim amount, in the above O.S.,

Whereas the Hon'ble III Additional District Court, Thiruvallur at Poonamallee, had decreed the above suit with cost vide it's judgment and Decree dated 10.02.2017 in favour of the party of the second part, who are the plaintiffs in the above O.S.

Whereas the party of the first part, who is the 1st Defendant in the above suit has preferred the above appeal in A.S.No.117/2018 before the Hon'ble High Court of Madras.

Whereas the Party of the Third part has been arrayed as the 2nd defendant in the above suit and the 3rd respondent in the above A.S, as he is the Power of Attorney of the Appellant/1st Defendant who had also entered into the sale agreement with the appellant herein and paid the entire sale consideration of the suit property

to the party of the first part and the appellant herein.

Whereas during the pendency of the above appeal, the said matter was referred to the mediation and conciliation, where after a number of consultation having been held between the parties hereto, the parties hereto have mutually decided to consolidate the issue of the claim and the property in question towards the claim amount, between themselves in an amicable manner.

In order to avoid any further disputes between them, the parties hereto are desirous of having a Memorandum of compromise to be recorded with the following terms and conditions:

1. With respect of the subject matter of the suit claim and the property situated at Plot No:6 to an extent of 1340 sq.ft., Comprised in survey No:215/3 (bearing Patta No:15) in "DHANALAKSHMI NAGAR EXTENSION" situated at No: 24, VILLINJIAMBAKKAM VILLAGE, Poonamallee Taluk & Thiruvallur District, as having been mutually decided that the party of the First part and the party of the Third Part should pay a total sum of Rs.10,00,000/- (Rupees Ten Lakh only) to the Party of the Second Part, the same has been paid in the following manner:

i) a sum of Rs.5,00,000/- (Rupees Five Lakh only) paid by the Party of the First to the Party of the Second Part, [Rs.2,00,000/- (Rupees Two Lakh only) by way of cash on this day and Rs.3,00,000/- (Rupees Three Lakh only) by way of cheque dated 10.12.2018, of Karur Vysya Bank, Redhills Branch, Bearing Cheque No.000111 by way of cash the amount will be settled before the date of the cheque and obtain the receipt for the same.

ii) a sum of Rs.5,00,000/- (Rupees Five Lakh only) paid by the Party of the Third part to the Second part by way of cheque dated 18.09.2018, of the Bank of India, Avadi Branch, Bearing Cheque No.000040, and the same has been realised.

The party of the Second Part has hereby admitted and acknowledged the receipt of the above payments towards the full and final settlement of the relief sought for by them in the above O.S.

2. The parties hereto have hereby confirmed and affirmed the Power of Attorney dated 10.04.2015 registered as Doc.No.4348 of 2015 in the Sub-Registrar, Avadi, executed by the Party of the First Part to and in favour of the Party of the Third Part through this Memo of Compromise.

3. The Party of the Second Part will not have any claim/s whatsoever on the suit property, it is admitted by the party of the second part that the party of the third part as the agent of the party of the first part will enjoy the suit property including the full rights including alienation, along with all other rights, which was also confirmed by all the parties hereto to this Joint Memo of Compromise, subject to the relationship of the cheque dated 10.12.2018, KVB, bearing No.000111, issued by the husband of the appellant.

4. The Party of the First Part doth hereby under take that she will furnish the life certificate to the party of the Third Part which is required for the registration of the Suit Property whenever being demanded by Party of the Third part.

5. The parties of First, Second and Third Part will not have any claim whatsoever against each other in future nor is there any grievance of any kind against each other and there will be no future claims. It is mutually decided that if any documents required to be executed, the parties hereto should execute the same at the cost of the required party.

6. Whereas based on the above said terms, it has been decided that all the above issues referred in the above case will be withdrawn/decided based on the terms of the Joint Memo of Compromise entered between both the parties. Further other than the terms of this Joint Memo of Compromise, no one will have claim against each other.

7. Whereas the Parties hereto do hereby declare that there is no case of any nature is

pending before any forum, and no stay is there regarding the subject issue.

8. The parties hereto hereby declare and confirm that they have executed this Memorandum: (i) after having fully understood the contents, meaning and consequences thereof, and (ii) out of their free will and volition, without any coercion, duress or undue influence having been brought to bear on any of them and (iii) after obtaining necessary legal Advice.

Therefore it humbly prayed that this Hon'ble Court may be pleased to allow this Joint memo filed by both the parties concern and record settlement and make the part and parcel of all the above referred case and further, the parties concerned hereby request this Hon'ble Court to refund the court fee in the Appeal in A.S.No. 117 of 2018 and as well O.S.No.177 of 2015 as and thus render justice."

3. In view of the joint compromise memo filed and accepted before the Mediation Centre, AS.No. 117 of 2018 stands disposed of. The appellant is permitted to get back the Court fees as per Rules. No costs. Connected miscellaneous petition is closed.

-s/d-
Assistant Registrar

True Copy

Sub-Assistant Registrar

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To

The III Additional District Judge,
Poonamallee, Thiruvallur.

+1 cc to M/s.R.Meenakshi Advocate sr103317

+1 cc to M/s.R.Sankarakutralingam Advocate sr103604

AS.No.117 of 2018
and C.M.P.No.3898 of 2018

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