

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 18.11.2019

CORAM

THE HONOURABLE MR.JUSTICE K.KALYANASUNDARAM

C.S.No.463 of 2015
& O.A.No.602 of 2015

1.C.A.Muali

2.N.Ramesh

.... Plaintiffs

.Vs .

1.M/s.Kalpana Lamps & Components Ltd.,
Rep.by their power agent
Mr.Nikhil R.Shah,
No.43, Medavakkam Tank Road,
Kilauk, Cennai 600 010.

2.Raejesh H.Shah,
Director,
Kalpana Lamps & Components Ltd.,
No.43, Medavakkam Tank Road,
Kilauk, Cennai 600 010.

3.C.Narayanan,
Proprietor,
Saroj Leathers,
85-B, Phase-II,
SIPCOT, Ranipet.

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4.G.Saravanan,
Proprietor,
M/s.Raj Engineers and Constructions,
No.5/62, Thendral Lane,
Sathya Nagar Sipcot,
Ranipet.

...Defendants

[Defendants 3 & 4 impleaded as per Order
dated 03.04.2018 in A.Nos.6833 & 6834/2017]

Plaint filed under Order IV Rule 1 of the Madras High Court
Original Side Rules read with Order VII Rule 1 of the Civil Procedure
Code, praying for decree as follows:

a) Grant a decree of specific performance of the agreement
of sale dated 09.03.2010 executed by the 1st defendant by directing the
defendants to execute and register the sale deed in favour of the
Plaintiffs or their nominees and in default the sale deed be executed
and registered by the officer of the Hon'ble Court in favour of the
Plaintiffs or their nominees for the suit property;

b) Grant such other relief or relief's.

For Plaintiffs : M/s.M.Muthappan
R.Rajaramani

For D 1 & D 2 : Mr.A.K.Raghavalu

For D 3 & D 4 : M/s.G.Sumithra

JUDGMENT

The plaintiffs and the defendants along with their respective counsels are present before this Court. It is represented that the dispute between the parties have been amicably settled and a Memo of Compromise dated 18.11.2019, has been recorded. The learned counsels have also filed a Memo of Compromise dated 18.11.2019 signed by the parties as well as the counsel, is filed to that effect, which reads as follows:

1.The plaintiffs herein have filed the above suit for the relief of specific performance of Sale Agreement dated 9.3.2010 between the plaintiffs and the defendant nos.1 and 2. The sale price as agreed between the plaintiffs and defendant nos.1 and 2 is Rs.2,50,00,000/- [Rupees Two Crores Fifty Lakhs only]. The said price was fixed as per the prevailing market price at that time. Since the suit property is situated within the SIPCOT Industrial Complex, Ranipet, meant for industrial use, "No objection" for SIPCOT is necessary for sale of the suit property.

2.The above said Sale Agreement dated 9.3.2010 further recites that the defendants nos.1 and 2 should execute the sale deed either in favour of the plaintiffs or in favour of the plaintiffs' nominee. The plaintiffs requested the defendant nos.1 & 2 to execute the sale

deed in two portions in favour of their nominees, viz., the defendant nos.3 and 4. Accordingly, the defendant nos.1 and 2 obtained no objection from SIPCOT for sale of the suit property measuring an extent of 13.66 Acres in two portions, that is 5.52 Acres in favour of defendant no.3 and 8.14 Acres in favour of Defendant no.4, vide letter dated 22.8.2014 from SIPCOT;

3.As per the Sale Agreement dated 9.3.2010, the plaintiffs were ready and willing to get the sale deeds executed in the names of plaintiffs' nominees, viz. the defendant nos.3 and 4. However, at that time the suit property was mortgaged to ICICI Bank and the defendant nos.1 and 2 had not released the suit property, and hence misunderstanding rose between the parties and therefore, registration of the sale deeds scheduled to be held on 22.4.2015 could not be completed, which resulted in the filing of this suit. Currently, the suit property is released from mortgage with ICICI Bank. The defendant nos.3 and 4, in their capacity as the named nominees of the plaintiffs, got themselves impleaded in the suit;

4.Even though the defendant nos.1 and 2 filed a written statement, upon mediation arranged by well-wishers, the plaintiffs and the defendants, to avoid any further delay, have now arrived at a compromise out of their own free will and volition and without any undue influence or coercion agree for the compromise on the following terms: By resolution dated 05.09.2019 Nikhil

R.Shah is authorised by the Board of the 1st Defendant Company to sign this compromise on behalf of the 1st defendant.

5.The defendant no.1 and 2 hereby agree and confirm that the sale consideration fixed under the Sale Agreement dated 9.3.2010 is Rs.2,50,00,000/- [Rupees Two Crores Fifty lakhs only], which represented the prevailing market price at the time of agreement.

6.The defendant nos.1 and 2 agree and confirm that they have already received a sum of Rs.75,00,000/- towards advance out of the total sale consideration of Rs.2,50,00,000/- [Rupees Two Crores Fifty Lakhs only], leaving a balance amount of Rs.1,75,00,000/- [Rupees One Crore Seventy Five Lakhs only]

7.On receipt of the balance of sale consideration of Rs.1,75,00,000/- [Rupees One Crore Seventy Five Lakhs only] from defendant no3 and 4 simultaneously with the registration of the sale deed, the defendant nos.1 and 2 agree to once again execute the same deed to sell the suit property on as is where is basis in favour of the plaintiffs' nominees, that is defendant nos.3 and 4, for which the plaintiffs have no objection. The fresh execution and registration of the sale deed shall be completed within 30 days from the date of receipt of the decree passed by this Hon'ble Court. The stamp duty, registration and any other charges payable on the new sale deed in respect of the suit property shall be

borne and paid by the Plaintiffs or its nominees (defendant no.3 & 4) as the case may be. On fresh execution and registration of the sale deed, the sale agreement dated 9.3.2010 shall stand null and void.

8. In the event of the defendant nos.3 and 4 failing to pay balance of sale consideration of Rs.1,75,00,000/- [Rupees One Crore Seventy Five Lakhs only] and failing to get the sale deed executed within the stipulated period the plaintiffs shall pay the balance sale consideration of Rs.1,75,00,000/- [Rupees One Crore Seventy Five Lakhs only] within 30 days from the date of receipt of the decree and the defendant nos.1 and 2 shall get fresh no objection from SIPCOT in favour of the plaintiffs or in favour of such other nominees as may be named by the plaintiffs.

9. The defendants nos.3 and 4 also agree, accept and assure the defendant nos.1 and 2 that they would get the sale deed registered within 30 days from the date of receipt of the decree.

10. The defendant nos.1 and 2 shall not claim any additional amount due to escalation of cost of the suit property, if any, and they hereby declare that the total sale consideration is only Rs.2,50,00,000/- [Rupees Two Crores Fifty Lakhs only] as agreed earlier.

11. Apart from that, the defendant nos.3 and 4 or the plaintiffs, as the case may be, shall additionally pay

the up gradation Infrastructure charges of Rs.18,07,218/- [Rupees Eighteen lakhs Seven Thousand Two Hundred Eighteen only] to the defendant nos.1 and 2 simultaneously with the registration of the new sale deed to sell the suit property on as is where is basis, which was collected by the SIPCOT from the defendant no.1 & 2. Any balance and/ or further charges payable to SIPCOT towards up gradation Infrastructure charges shall be paid directly by the defendant nos.3 and 4 or the plaintiffs, as the case may be.

12.In the event of the defendant nos.3 & 4 or plaintiffs, as the case may be, failing to pay the balance sale consideration of Rs.1,75,00,000/- [Rupees One Crore Seventy Five Lakhs only] and/or defendant nos.3 & 4 or the plaintiffs failing to pay the up gradation infrastructure charges of Rs.18,07,218/- [Rupees Eighteen lakhs Seven Thousand Two Hundred Eighteen only] to the defendant nos1 and 2 within the stipulated time, this compromise shall stand automatically cancelled and the defendant nos.1 & 2 shall be at liberty to sell the suit property to any third party of their choice. In that event, the defendant nos.1 & 2 shall refund the advance sum of Rs.75,00,000/- [Rupees Seventy Five Lakhs only] to the plaintiffs.

2.In the light of the above submission, the Civil Suit is decreed in terms of the Memo of Compromise dated 18.11.2019 and the Memo of Compromise shall form part of the decree. No costs.

Consequently, the connected application is closed.

18.11.2019

KP

Index: Yes/No

Internet: Yes/No

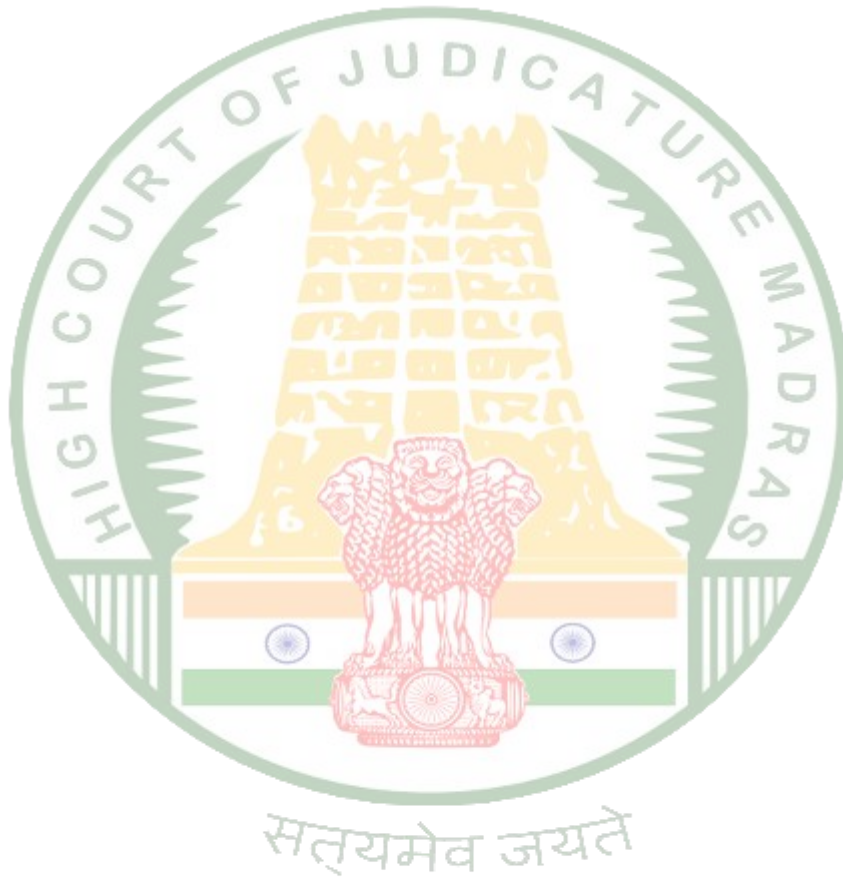
Speaking Order/Non Speaking Order



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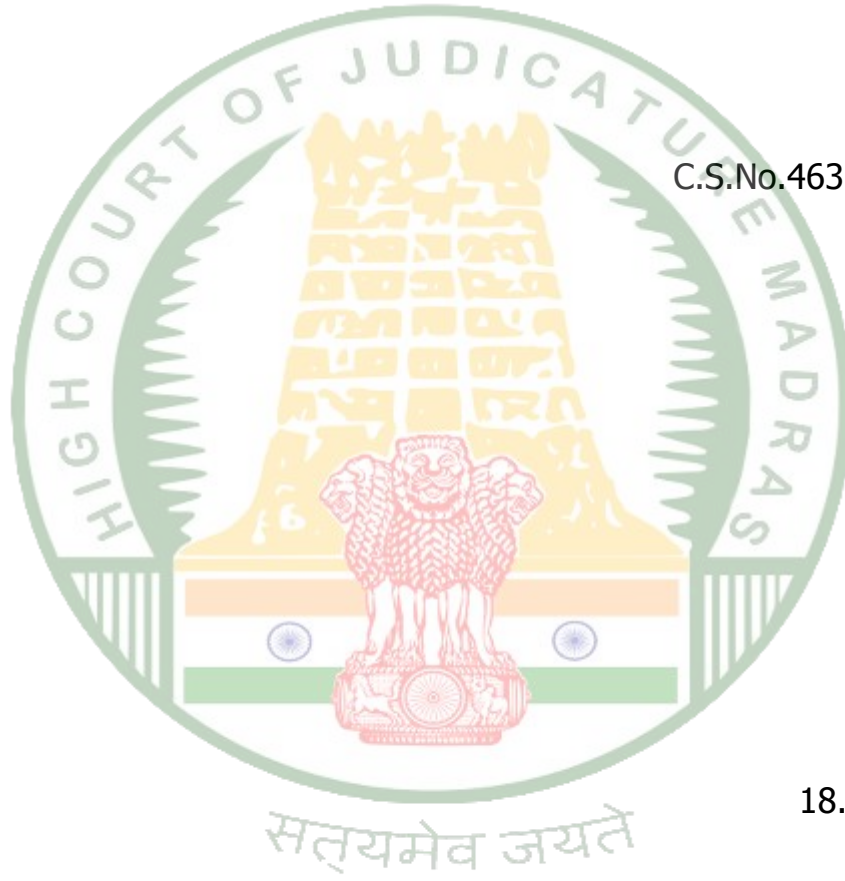
To

The Sub Assistant Registrar,
Original Side,
High Court, Madras.



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K.KALYANASUNDARAM, J.,



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