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IN THE HIGH COURT OF JUDICATURE AT MADRAS

(ORDINARY ORIGINAL CIVIL JURISDICTION)

WEDNESDAY, THE 06th DAY OF MARCH 2019

THE HON'BLE MR. JUSTICE R.SUBRAMANIAN

C.S. No.173 of 2019

and

O.A. No.218 of 2019

NMR Property Development Private Ltd.,
rep. by its Director, Mr.D.Sudhakar Reddy,
1/519, Raja Avenue, Ponnuramam 1st Cross Street,
Injambakkam, Chennai-600 119. ... Plaintiff/Applicant

-Versus-

1. M/s.Ramu & Co.,
rep. by its Partner,
No.91, C.P.Ramaswamy Road,
Alwarpet, Chennai-600 018.
2. The Egmore Benefit Society Limited,
rep. by its Managing Director,
No.13, Flowers Road,
Chennai-600 084. ... Defendants/Respondents

C.S. No.173 of 2019:-

Civil Suit praying that this Hon'ble Court be pleased to pass a judgment and decree as follows:-

a) declare that the plaintiff alone can purchase the suit schedule property from the 2nd defendant, and for a consequential permanent injunction restraining the defendants, their men and agents, servants or persons acting on their behalf from in any manner alienating, encumbering or otherwise dealing with or creating any interest in the suit schedule property (including by way of allowing a redemption of mortgage) in favour of any person other than the plaintiff;

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

O.A. No.218 of 2019:-

<https://hcservices.ecourts.gov.in/hcservices/>

Original Application praying that this Hon'ble Court be pleased to grant an order of interim injunction



restraining the respondents/defendants, their men and agents, servants or persons acting on their behalf from in any manner alienating, encumbering or otherwise dealing with or creating any interest in the property described in the schedule to the Judge's Summons (including by way of allowing a redemption of mortgage) in favour of any person other than the applicant/plaintiff pending disposal of the suit.

This suit along with the original application coming on this day before this court for hearing in the presence of Mr.K.Harishankar, advocate for the plaintiff in C.S. No.173 of 2019 and for the applicant in O.A. No.218 of 2019 and Mr.P.J.George, advocate for the 1st defendant in C.S. No.173 of 2019 and for the 1st respondent in O.A. No.218 of 2019 and Mr.M.K.Kabir, Senior Counsel for Mr.G.Krishnakumar, advocates for the 2nd defendant in C.S. No.173 of 2019 and for the 2nd respondent in O.A. No.218 of 2019 and upon reading the plaint filed in C.S. No.173 of 2019 and the Judge's Summons and the affidavit of D.Sudhakar Reddy filed in O.A. No.218 of 2019 and the memorandum of compromise signed by the plaintiff and the defendants herein and their respective advocates and the said advocates for the parties hereto praying this court to pass a decree in terms of the memo of compromise more fully set out in the schedule 'B' hereunder and this court doth recording the same, it is ordered and decreed as follows:-

That the plaintiff herein, accepts a sum of Rs.28,00,00,000.00 (Rupees twenty eight crores only) in full and final settlement of all their claims whatsoever and the said sum shall be inclusive of all direct and indirect taxes that shall be applicable in respect thereof.

2. That the plaintiff herein assures the 1st defendant herein that payments to it shall be made without any deduction of tax at source and further confirms that any tax payable on such payments shall be to its account, and if either defendant is called upon to pay any direct or



No.3429 of 2018 on the file of the Sub Registrar of Mylapore), fully and entirely extinguishes all mortgages whatsoever, in or upon the suit schedule property, and that no other person or entity, other than the 1st defendant has any manner of right, title or interest, in or over the suit schedule property;

8. That the 2nd defendant herein confirms that having returned all the documents of title over the suit schedule property whatsoever lying with it, to and unto the 1st defendant, and the 1st defendant confirms receipt of the same.

9. That the O.A. No.218 of 2019 do stand closed.

10. That there shall be no costs of this suit.

SCHEDULE 'A'

Land and building bearing Old Door No.91, New No.8, Sir C.P.Ramasamy Road, Alwarpet, Chennai-600 018 bounded on the

North by : Door No.92, Sir C.P.Ramasamy Road

South by : Plot No.9, Door No.90, Sir C.P.Ramasamy Road

East by : Sir C.P.Ramasamy Road,

West by : Ethiraj Kalyana Mandapam

comprised in Old Survey No.1733, New Re-survey No.1646/3, of Block No.34, Mylapore Village, Corporation Division No.142, measuring undivided share of land area 39 grounds (constructed area 10,000 sq.ft.) approx., situated within the Registration District of Chennai and Registration Sub-District of Mylapore.

SCHEDULE 'B'

MEMO OF COMPROMISE



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07.03.2019

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C.S. No.173 of 2019
and
O.A. No.218 of 2019

DECREE:

DATED: 06.03.2019

THE HON'BLE MR.JUSTICE
R.SUBRAMANIAN

FOR APPROVAL:07.03.2019

APPROVED ON:07.03.2019