

IN THE HIGH COURT OF JUDICATURE AT MADRAS
DATED : 29.11.2019
CORAM

THE HONOURABLE MR.JUSTICE ABDUL QUDDHOSE

S.A. No.403 of 2012

and

MP No.1 of 2012

V. Lakshmanan

... Appellant

Vs

Kulandaivelu

... Respondent

Second Appeal filed under Section 100 of the Code of Civil Procedure against the judgment and decree of the Principal District Judge at Villupuram, dated 21.10.2011 in A.S. No.59 of 2010 reversing the judgment and decree of the Subordinate Judge's Court at Kallakurichi, dated 25.11.2009 in O.S. No.53 of 2006.

For appellant : Mr.P.Valliappan

For respondent : Mr.R.Kumaravel

JUDGMENT

Today, when the matter was called, both the parties along with their respective counsels are present. Both the parties have filed a joint memorandum of compromise, dated 29.11.2019 resolving the dispute among themselves. The said Joint Memorandum of compromise, dated 29.11.2019 is recorded and the relevant portion is extracted hereunder :

9. WHEREAS the parties have now agreed to amicably resolve the dispute among themselves and entered into this Memo of Compromise on the following terms and condition :

a) The respondent has agreed to pay a total sum of Rs.7,50,000/- (Rupees Seven Lakhs and Fifty Thousand Only) to the appellant in full and final settlement of the claim of the appellant in respect of the suit property,

b) The respondent as on this date paid a sum of Rs.2,00,000/- (Rupees Two Lakhs only) and the appellant

acknowledges receipt of the same,

c) The respondent agrees to pay the balance amount of Rs.5,50,000/- (Rupees Five Lakhs Fifty Thousand only) in two equal two instalments, viz., first instalment of Rs.2,75,000/- (Rupees Two Lakhs and Seventy Five Thousand only) to be paid on or before 31.12.2019 and the second instalment of Rs.2,75,000/- (Rupees Two Lakhs and Seventy Five Thousand only) to be paid on or before 31.01.2020,

d) On receipt of the entire amount of Rs.7,50,000/- (Rupees Seven Lakhs and Fifty Thousand only) on or before 31.01.2020, the appellant undertakes to present himself and execute cancellation of the Sale Agreement dated 02.06.2003 bearing document No.941 of 2003 and the sale deed dated 29.06.2011 bearing Document No.2224 of 2011,

e) In case the respondent commits breach of any of the terms of this compromise, this Memo of Compromise shall stand automatically revoked and the appellant is entitled to revive and agitate his claim in the above Second Appeal in S.A. No.403 of 2012.

f) If the appellant fails to execute Cancellation Deeds as stated in clause (d), the respondent is entitled to get appropriate directions from this Hon'ble Court and get the same executed in his favour &

g) The appellant agrees that no other transaction, claim, or dispute of any nature is pending between him and the respondent in respect of the suit property.

2. In terms of the aforesaid joint compromise the Second Appeal shall stands disposed of. The memorandum of compromise dated 29.11.2019 shall form part of this judgment. No costs. Consequently, connected miscellaneous petition is closed.

***Herein enclose xerox copy
of Memo of Compromise**

Sd/-

Asst.Registrar (CS III)

/true copy/

Sub Asst. Registrar

vsi2

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To

1. The Principal District Judge,
Villupuram.

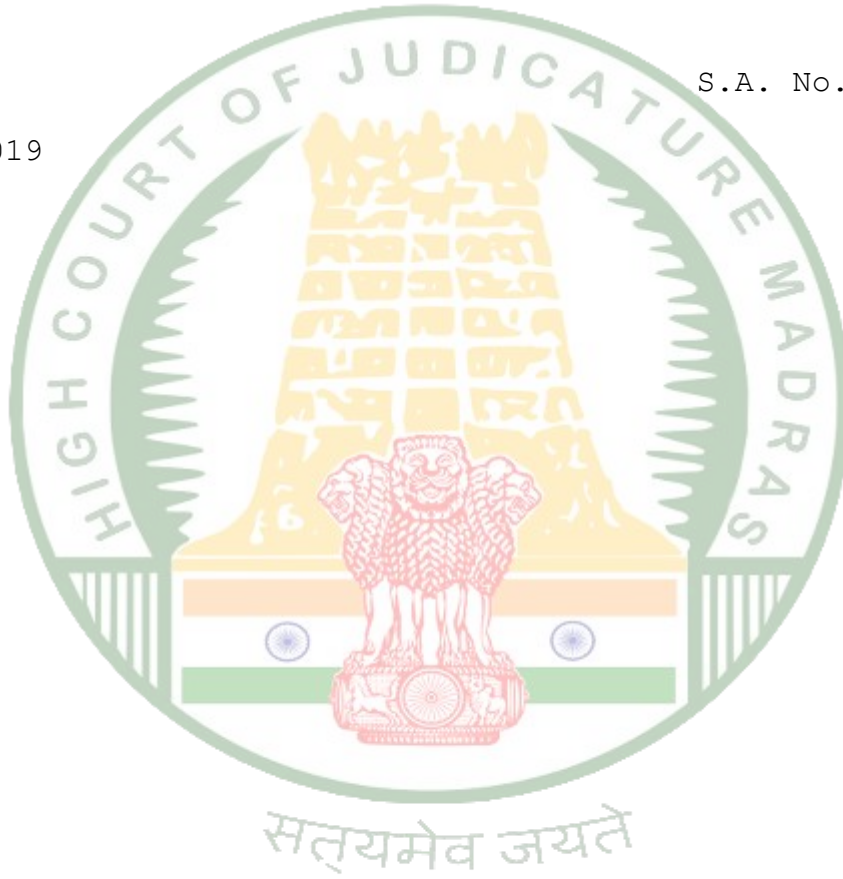
2. The Sub Judge,
Kallakurichi.

+1 cc to M/s.P.Valliappan Advocte sr100253

+1 cc to M/s.V.Manohar Advocate sr100512

S.A. No.403 of 2012

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