

HIGH COURT LEGAL SERVICES COMMITTEE, CHENNAI

Lok Adalat-I organised by the High Court Legal Services Committee
Wednesday, the 30th day of October, 2019

LOK ADALAT AWARD

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

he Hon'ble Mr.JUSTICE S.K.KRISHNAN (Retd.)

and

Member

Mr.P. Perumalappan

S.A.No.1015 of 2014

(This Second Appeal is filed against the Judgment and decree dated 28.03.2014 made in A.S.No.156 of 2012 on the file of the VII Additional Judge, City Civil Court I, reversing the judgement and decree dated 15.03.2010 made in O.S.No.3029 of 2004 on the file of the XVI Judge, City Civil Court, Chennai.)

R. GovindarajanAppellant/1st Plaintiff

Vs.

1.Purasawalkam Permanent Fund Ltd.
rep. by its Administrative Director,
No.173, Vellalar Street,
Purasawalkam, Chennai - 84.

2.D. Vijayalakshmi

(As D. Vijayalakshmi the 2nd plaintiff
has not joined in filing the above appeal,
she has been made as 2nd respondent in the appeal)

...Respondents /1st
Defendant and 2nd Plaintiff

On representation of counsel for both sides, this case is taken up for settlement before the Lok Adalat. Both the parties are present. Mr.M. Devendran, the learned counsel for the Appellant and Mr.M.A. Lakshmipathy, the learned counsel for the respondents are present. After mutual discussion, negotiation, mediation and conciliation between both parties, they arrived at a compromise to settle the matter as follows:

TERMS OF SETTLEMENT

The appellant herein was the plaintiff before the Lower Court.

2. As against the respondent/the defendant, the appellant/the plaintiff has filed O.S. No.3029 of 2004 before XVI Assistant Judge, Chennai for redemption of the mortgage. The said suit was decreed in favour of the appellant/the plaintiff.

3. Aggrieved against the said Judgment and Decree passed by the trial Court, the respondent herein preferred appeal before the VII Additional Judge, Chennai, in A.S. No.156 of 2012. The same was allowed in favour of the respondent herein. Consequently, the trial Court Judgment and Decree was set aside.

4. As against the above said Judgment and Decree passed by the VII Additional Judge, the appellant/the plaintiff has preferred this second appeal in A.S. No.1015 of 2014 before the Hon'ble High Court.

5. Pending second appeal, both the parties in the proceedings have represented before the Hon'ble High Court that they want to compromise the matter on the basis of settlement arrived between the parties. As per the settlement, a sum of Rs.45,84,078/- (Rupees Forty Five Lakh Eighty Four Thousand and Seventy Eight Only) has been settled as one time settlement in favour of the respondent. The said amount has already been received by the respondent herein on 13.08.2019.

6. It is stated by the learned counsel for the respondent, a sum of Rs.1,93,318/- (Rupees One Lakh Ninety Three Thousand Three Hundred and Eighteen Only) as stated in the 2nd paragraph of Memo of compromise, was deposited by the plaintiff/the appellant as per the Judgment and Decree passed by the lower Court. The said amount is still lying in the Court deposit.

6. At this stage, the second appeal has been referred to this Forum for recording a amicable settlement between the parties.

7. Accordingly, the second appeal is taken up for hearing today.

8. The learned counsel appearing for both the parties are present. Similarly, the appellant as well as officer representing for the respondent have also appeared before this Forum.

9. The learned counsel appearing for the respondent would submit that as per the compromise arrived between the parties, a

sum of Rs.45,84,078/- (Rupees Forty Five Lakh Eighty Four Thousand and Seventy Eight Only) was already received by the respondent on 13.08.2019. It is further submitted that a sum of Rs.1,93,318/- (Rupees One Lakh Ninety Three Thousand Three Hundred and Eighteen Only) was already lying before the Trial Court as per the direction of the trial Court. As per the settlement, the amount of Rs.1,93,318/- (Rupees One Lakh Ninety Three Thousand Three Hundred and Eighteen Only) has to be withdrawn by the respondent.

10. To strengthen the compromise arrived between the parties, a joint memo of compromise has been filed by the parties before this Forum. The same is recorded.

11. In view of the compromise, the respondent is entitled to withdraw a sum of Rs.1,93,318/- (Rupees One Lakh Ninety Three Thousand Three Hundred and Eighteen Only) lying before the lower Court. Further, the records may be sent to lower court enabling the respondent to withdraw the said amount.

12. In view of the above compromise, the Second Appeal Shall stand disposed of, as settled. The joint memo of compromise shall form part of the Award. Consequently, connected Miscellaneous Petitions are closed, if any.

13. The full Court fee paid shall be refunded to the appellant 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.

Sd/-
R. Govindarajan

Sd/-
Counsel for the appellant

Sd/-
Purasawalkam Permanent Fund Ltd.
rep. by its Administrative Director,
No.173, Vellalar Street,
Purasawalkam,
Chennai - 84.

Sd/-
Counsel for the 1st respondent

Sd/-
Judge

Sd/-
Member

*The Xerox Copy of the
Memo of Compromise enclosed

Sd/-
Assistant Registrar

//True Copy//

Sub Assistant Registrar

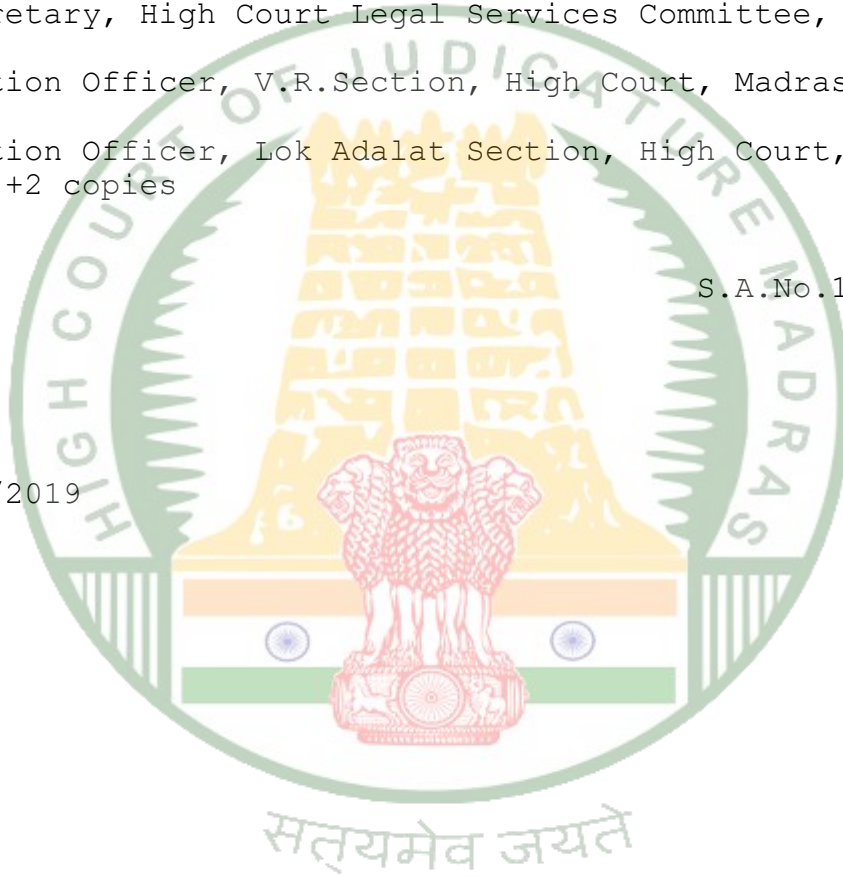
To:The parties/Advocate concerned

Copy to:

- 1.VII Additional Judge, City Civil Court I, Chennai.
2. XVI Judge, City Civil Court, Chennai.
- 3.The Secretary, High Court Legal Services Committee, Chennai.
- 4.The Section Officer, V.R.Section, High Court, Madras.
- 5.The Section Officer, Lok Adalat Section, High Court,
Madras.+2 copies

S.A.No.1015 of 2014

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