

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated: 02.12.2019

CORAM

THE HON'BLE MR.JUSTICE M.SUNDAR

C.S.No.124 of 2012

K.Ramanujam

... Plaintiff

Vs.

1.Ms.J.Padmini

2.Mrs.Krishnakumari Jayagopal

3.R.Amrithkrishna

.. Defendants

Plaint filed under Order IV Rule 1 of Original Side Rules read with Order VII Rule 1 CPC for directing the 1st Defendant to perform and act as per the terms of the development Agreement dated 29.11.2008; directing the 1st Defendant to execute and register 1650 sq.ft of undivided share of land (total extent 3960 sq.ft out of which 75% agreed to be conveyed equivalent to 2970 less 1320 sq.ft already conveyed under Deed of Sale dated 29.01.2010 and registered as Document No.160 of 2010 SRO, Adyar) in favour of the Plaintiff failing which this Hon'ble Court to conveyed for same by execution and registration of the Sale Deed; Mandatory injunction directing the 1st Defendant and 2nd Defendant to have an appropriate Deed of Rectification duly executed and registered by 2nd Defendant in favour of the 1 Defendant duly rectifying the directions and measurements as contained atleast in Deed of Settlement dated 24.03.2006 and registered as Document No.686 of 2006 SRO Adyar in the following terms: "North to South on East 66 feet, North to South on West 66 Feet, East to West on North 60 Feet and East to West on South 60 Feet instead of North to South on East 60

Feet, North to South on West 60 feet, East to West on North 66 Feet and East to west on the South 66 Feet.”; directing the 1st Defendant to deliver vacant and peaceful possession of the scheduled mentioned property (suit property) to the Plaintiff in order to demolish the existing building and to put up the new building (flat complex) as per the sanction of plan from C.M.D.A to be obtained after production of Deed of Rectification as contemplated in relief under Clause (ii) above and to have delivery of 1600 sq.ft of super built up area in first floor along with one covered car park to the 1st Defendant and also the 1st Defendant to receive Rs.10,00,000/- on delivery of possession as contemplated above and as well as the 1st Defendant to receive Rs.50,00,000/- on delivery of possession of super built up area of 1600 sq.ft in first floor along with one covered car park in the building (flat complex) to the put up on the land (after demolition of existing building) as covered by the description of the same in this suit or in the alternative to direct the 1st Defendant to repay Rs.40,00,000/- with interest at 18% from 29.11.2008 upto this date (29.10.2011) of Rs.21,00,000/- in all Rs.61,00,000/- and thereafter interest at 18% from 29.10.2011 upto date of repayment; Directing the 1st Defendant to pay damage of Rs.3,10,19,200/- (as per the calculation of profit filed herewith) and for costs.

For Plaintiff : Mr.Roshan Balasubramanian

For Defendant : Mr.R.Balaji
for Mr.K.V.Soundararajan

JUDGMENT

Mr.Roshan Balasubramanian, learned counsel on record for plaintiff submits that he has instructions from the plaintiff that this suit may please be dismissed as settled out of Court. Learned counsel has also made an endorsement in the Court file to this effect, which reads as follows:

*"ON INSTRUCTIONS, THE SUIT MAY BE DISMISSED AS
SETTLED OUT OF COURT.*

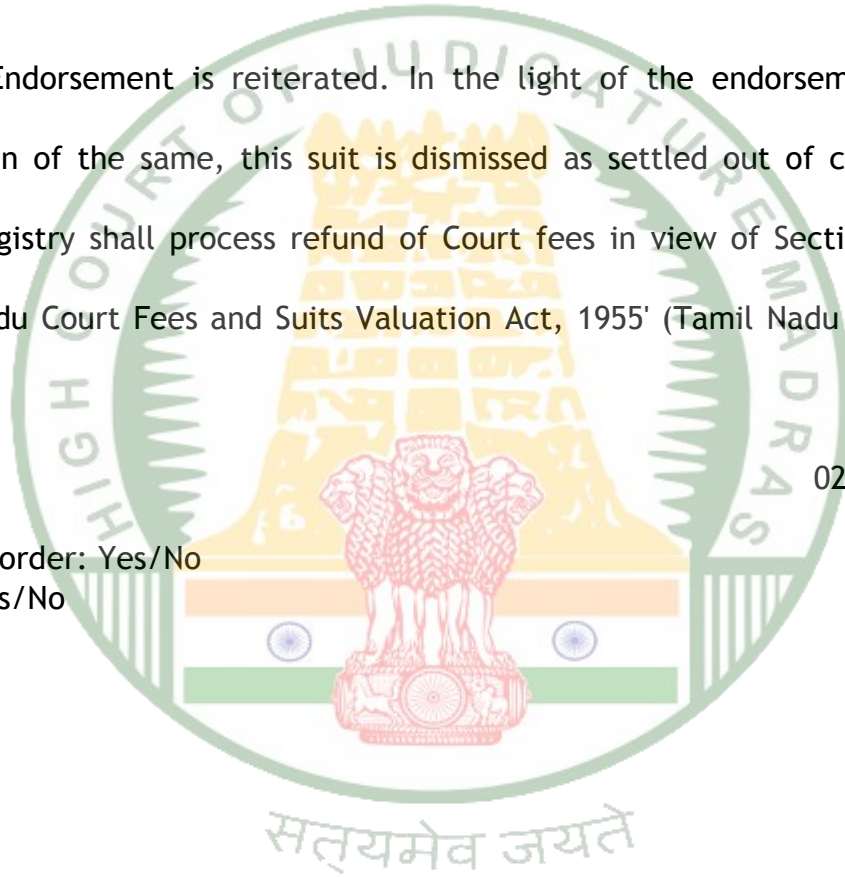
Sd/-

Counsel for Plaintiff'

2.Endorsement is reiterated. In the light of the endorsement and reiteration of the same, this suit is dismissed as settled out of court. No costs. Registry shall process refund of Court fees in view of Section 69 of Tamil Nadu Court Fees and Suits Valuation Act, 1955' (Tamil Nadu Act, XIV of 1955).

02.12.2019

Speaking order: Yes/No
Index: Yes/No
gpa

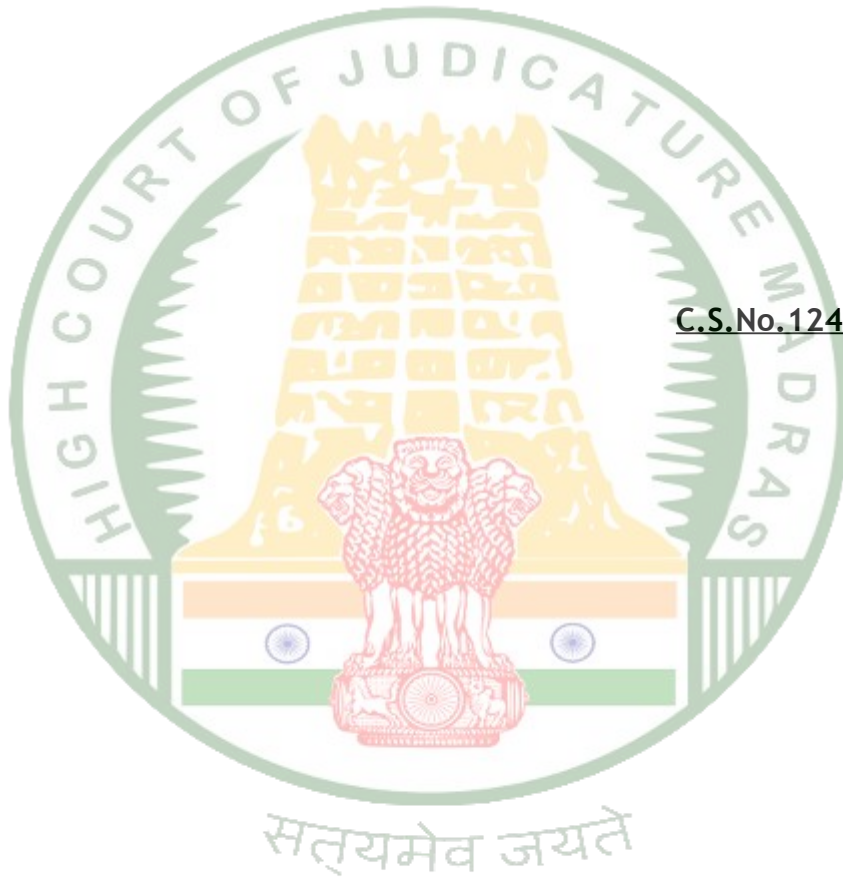


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