

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 26.03.2019

CORAM

THE HONOURABLE MR. JUSTICE V.BHARATHIDASAN

Second Appeal No.854 of 2017

Indian Oil Corporation,
rep. by its Chief General Manager,
500, Anna Salai,
Chennai 600 015 ... Appellant

Vs.

1. Gouthamchan Ladha
2. Sri Iyyappa Auto Centre,
rep. by its partner K.Govindarajan,
No.376, Anna Salai,
Chennai 600 018 ... Respondents

Prayer:- This second appeal has been filed under Section 100 C.P.C., against the judgment and decree dated 01.07.2016 made in A.S.No.379 of 2012 on the file of XVII Additional City Civil Court (Fast Track Court), Chennai confirming the judgment and decree dated 09.01.2012 made in O.S.No.3326 of 2006 on the file of XI Assistant City Civil Court, Chennai.

For Appellant : Mr. V. Anantha Natarajan

For respondents : Mr. D.Dharamchand Jain
for R1

: Mr. D.Kanagasundaram
for R2

JUDGEMENT

The first defendant, who suffered a decree at the hands of the the Courts below, has filed the Second Appeal.

2. The first respondent/plaintiff filed a suit in O.S.No.3326 of 2006 on the file of XI Assistant City Civil Court, Chennai for recovery of possession and also for damages.

3. The trial Court, after considering the pleadings and evidence, decreed the suit by judgment and decree dated 09.01.2012. Aggrieved by the same, the appellant filed an appeal in A.S.No.379 of 2012 on the file of the XVII Additional City Civil Court, Chennai. By judgment and decree dated 01.07.2016, the First Appellate Court dismissed the said appeal, thereby confirming the judgment and decree of the trial Court. Challenging the same, the appellant is before this Court with this second appeal.

4. Now pending Second Appeal, the parties have arrived at a settlement between themselves and entered into a compromise. The joint memo of compromise is signed by the parties and also their respective counsels. The terms of the said joint compromise memo are recorded and extracted hereunder:-

"1. M/s. Indian Oil Corporation, Appellant in S.A.No.854 of 2017 is the tenant under 1st respondent in the schedule mentioned property. The first respondent (plaintiff in the suit), is the owner of the property situated at bearing Door No.376, Old No.12, 13, 14 and 14-A, Anna Salai, Saidapet, Chennai 600 015.

2. Whereas the landlord, the 1st respondent in S.A.No.854/2017 filed a suit in O.S.No.3326 of 2006 for ejectment against the appellant and 2nd respondent and the same was decreed on 09.01.2012 directing the Indian Oil Corporation to pay Rs.35,000/- per month towards damages for use and occupation of suit property from 01.01.2006 to till date of delivery of vacant possession, aggrieved by the same, the appellant herein(Indian Oil Corporation) has filed an appeal in A.S.No.379/2012, the said appeal was dismissed by the Hon'ble Court, by its order dated 01.07.2016. Against that order Indian Oil Corporation filed the instant Second Appeal. Since the litigation is pending for quite some time, now both parties are willing to compromise the matter.

3. The 2nd respondent herein shall withdraw the Second Appeal No.924 of 2016 filed by them.

4. The appellant herein has paid a sum of Rs.51,31,884/- by way of cheque, bearing No.794053 drawn on S.B.I., Corporate Branch, Chennai, in favour of the 1st respondent, in terms of the orders, passed by the Hon'ble Courts below.

5. Whereas it is agreed between all the parties, that the appellant and 1st respondent shall execute a lease deed, commencing from 01.04.2018 till 31.03.2023, both parties mutually agreed to register the lease for five years, at the revised rent of Rs.2,75,000/- per month, with effect from 01.04.2018, shall pay the rent without any default.

6. Whereas, Renewal of lease for further period is subject to mutual consent of both the appellant and the 1st respondent.

7. Whereas appellant shall not sub lease or assign their interest in the leased property either in whole or in part, 1st appellant is entitled to make decorations at their own costs, to suit their business needs and without in any manner detrimental to any existing laws and shall not claim any compensation for the same and the 2nd respondent is only a dealer of the appellant and will have no right in the leased property.

8. Whereas the appellant and the 2nd respondent shall handover the vacant possession to the 1st respondent, without any obstruction after the expiry of the mutually agreed lease period.

9. Whereas both parties hereby agreed to withdraw all the pending cases, including E.P.451/2018 filed by the 1st respondent herein, pending on the file of City Civil Court, Chennai, both parties hereby, further submit that they have no claim against each other in respect of the schedule mentioned property including under Section 9 of the City Tenant Protections Act. "

5. Considering the fact that the matter has been settled between the parties, the second appeal is dismissed in terms of the compromise memo. The said compromise memo shall form part of the decree. No costs.

Sd/-
Assistant Registrar(CO)

//True Copy//

Sub Assistant Registrar

mrp

To

1. The XVII Additional Judge,
City Civil Court,
Chennai

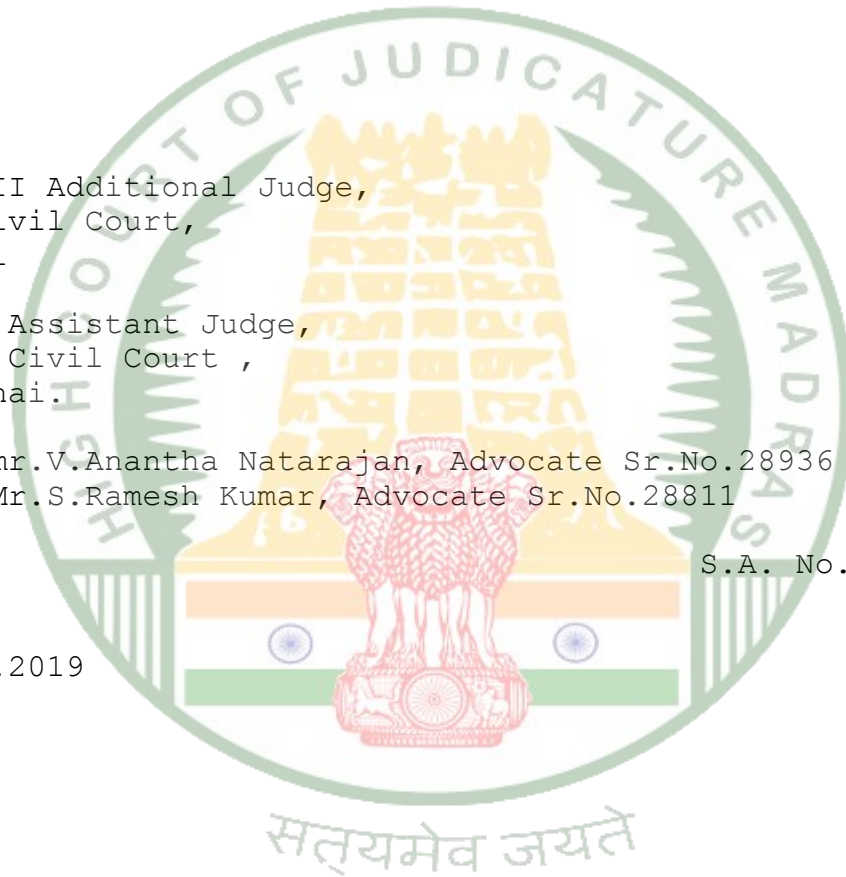
2. The XI Assistant Judge,
City Civil Court ,
Chennai.

+1 cc to mr.V.Anantha Natarajan, Advocate Sr.No.28936

+2 cc to Mr.S.Ramesh Kumar, Advocate Sr.No.28811

S.A. No.854 of 2017

AP(CO)
CSL/29.03.2019



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