

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 25.07.2019

CORAM

THE HONOURABLE MR. JUSTICE N. KIRUBAKARAN
AND

THE HONOURABLE MR. JUSTICE ABDUL QUDDHOSE

O.S.A. No. 92 of 2017

&

C.M.P. Nos. 6285 of 2017 & 178 of 2018

Dr.N.V. Rao @ Nicolas Vincent Rao ...Appellant/Defendant

Vs.

The Madras Seva Sadan
rep. by its Honourable General Secretary,
Mrs.Krithika Kumar Quintal,
(Name substituted vide order of
Court dated 07.02.2017 made in
C.M.P. No.20473/2017 in OSA No.92/2017)
No.13, Harrington Road, Chetpet,
Chennai - 600 031.

..Respondent/Plaintiff

Prayer: Original Side Appeal against the judgment and decree
dated 09.12.2016 passed in C.S. No. 529 of 2010.

For Appellant :: Mr.Sahadevan for
Mr.L. Rajasekar

For Respondent :: Mr.R. Yashod Vardhan,
Senior Counsel for
Mr.Krishna Ravindran

JUDGMENT

(Judgment of the Court was delivered by N. KIRUBAKARAN,J.)

The appeal has been preferred against the judgment and
decree dated 09.12.2016 passed by the learned Single Judge in
C.S.No.529 of 2010, directing the appellant to vacate and
deliver the vacant possession of the property belonging to the
respondent.

2.Pending the appeal, this Court, on 13.04.2017, granted an
interim order directing the appellant to deposit to the credit
of the respondent's account, for the period commencing from

01.04.2017, a sum of Rs.1 lakh each month, on or before 7th of succeeding month subject to which the appellant would be permitted to stay in the premises. The appellant was also directed not to make any attempt to alter the nature of the structures standing thereon, not to make any improvements without obtaining specific permission from this Court and not commit default in payment of electricity charges, water and drainage charge and not to encumber the property in possession further.

3. Subsequently, both the parties have settled the matter. The terms reached between the parties have also been reduced into writing by way of a memo of compromise and the said memo of compromise dated 07.06.2019 signed by both parties and counter signed by the respective counsel has been filed by which the appellant had agreed to vacate and hand over the possession of the property situated at No.12A, New Giri Road, T. Nagar, Chennai - 17 to the respondent on or before 30.04.2019 as found in Column (1) of the memo of compromise. Based on the handing over of possession, the arrears of rent is stated to be waived.

4. In view of the compromise entered into between the parties, the Original Side Appeal stands disposed of in terms of the memo of compromise. The memo of compromise dated 07.06.2019 shall form part of the decree. The parties are entitled to refund of entire court-fee as permissible under law. No costs. Connected C.M.Ps. are closed.

Sd/-
Assistant Registrar

//True Copy//

Sub Assistant Registrar

To

The Sub Assistant Registrar,
Original Side,
High Court, Madras.

WEB COPY

AKM/12.11.19/2P- 2C /

O.S.A. No. 92 of 2017