

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 25.09.2019

CORAM

THE HONOURABLE MR.JUSTICE K.KALYANASUNDARAM

C.S.No.738 of 2018

M/s.Chandrasekar Builders Pvt. Ltd.,
Represented by its Managing Director,
Mr.C.Rajendran, No.1, Gopalan Street,
West Mambalam, Chennai - 600 033. Plaintiff

Vs

1.Mr.K.Aswathaman
2.Mr.A.Dinesh Raj
3.Mrs.A.Jagadambikai
4.Mrs.G.Priyartharshini Defendants

Plaint filed under Order IV Rule 1 of the Original Side Rules of the Madras High Court read with Order VII Rule 1 of the Civil Procedure Code, 1908 praying for judgment and decree as follows:

- (a) Declaration that the unilateral cancellation of Joint Development agreement dated 23.09.2015 executed between the plaintiff and defendants and Power of Attorney dated 10.02.2016 executed by the defendants in favour of the plaintiff through lawyer's notice dated 13.11.2017 and rejoinder notice dated 15.01.2018 is null and void;
- (b) For specific performance of the Joint Development agreement dated 23.09.2015 by directing the defendants 1 to 4 to receive the balance amount of Rs.55,00,000/- from the plaintiff and to vacate and handover vacant possession of the suit A schedule property to the Plaintiff, to

execute a registered document more particularly in the nature of the Power of attorney deed authorizing the Plaintiff to develop the suit A schedule property as per the specifications mentioned in the Joint Development agreement dated 23.09.2015 and also execute registered sale deed conveying undivided portions of the suit C schedule property in favour of the Plaintiff or his nominee or nominees either as a whole or in parts within the time period fixed by this Hon'ble Court and if the Defendants failed to perform within the time period fixed by this Hon'ble Court, the Hon'ble Court may be pleased to order delivery of the suit A schedule property to the plaintiff for the purpose of development of the said property in accordance with the specifications of Joint Development agreement dated 23.09.2015 and to execute documents as stated above on behalf of the Defendants 1 to 4; and also to place the Plaintiff or his nominees in possession and enjoyment of the C schedule mentioned property after completion of construction;

(Alternatively)

Directing the Defendants 1 to 4 to refund the sum of Rs.55,00,000/- (Rupees Fifty Five Lakhs only) being the advance amount paid by the plaintiff to defendants together with Trade rate of interest at 24% p.a., from the date of plaint - till the date of realisation of suit.

- (c) Directing the Defendants 1 to 4 to pay liquidated damages amounting to Rs.25,00,000/- against the loss of business and their reputation together with interest at 12% Per annum for date of plaintiff till the realisation of suit.
- (d) Directing the Defendants to pay the costs of the suit.

For Plaintiff : Mr.N.V.Prakash

For Defendants : Mr.Rohit Krishna

JUDGMENT

The suit has been instituted for declaration declaring the unilateral cancellation of Joint Development Agreement dated 23.09.2015 and the Power of Attorney dated 10.02.2016 as null and void and for specific performance of the Joint Development Agreement dated 23.09.2015.

2.The learned counsel for the plaintiff and the learned counsel for the defendants submitted that the dispute has been amicably settled between the parties in the Tamil Nadu Mediation and Conciliation Centre. The Mediation Centre has produced Mediation report dated 23.09.2019, enclosing the memorandum of compromise dated 23.08.2019.

3.It is submitted that as per the memorandum of compromise, the defendants are paying Rs.86 lakhs to the plaintiff by way of four Demand Drafts bearing Nos.051446 to 051449 dated 19.09.2019 and the same has been handed over to the plaintiff today[25.09.2019]. It is further submitted that except the Joint Development Agreement dated 23.09.2015, the plaintiff has returned all

the original documents to the defendants and they agree for a direction to the Registry to return the original Joint Development Agreement to the first defendant.

4.The submissions of the learned counsels are recorded and the plaintiff, who is present before this Court along with his counsel seeks permission to withdraw the suit. The learned counsel for the defendants also seeks permission to withdraw the counter claim made against the plaintiff.

5.In the light of the above submission, the civil suit is decreed in terms of the memorandum of compromise and the memorandum of compromise shall form part of the decree. Registry is directed to return the original Joint Development Agreement dated 23.09.2015 to the first defendant forthwith and the Registry is also directed to refund the court fee to the plaintiff as per law. No costs.

25.09.2019

Index:Yes/No
cse

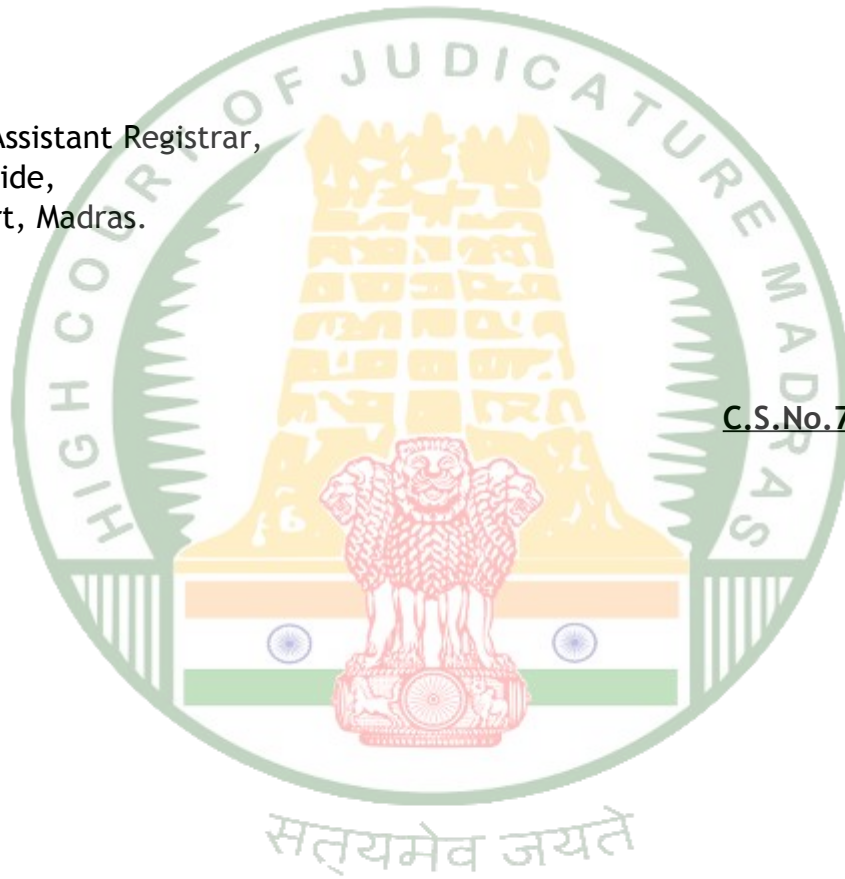
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K.KALYANASUNDARAM, J.,

cse

To

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



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