



BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: 22.07.2019

WEB COPY

CORAM:

THE HONOURABLE MR.JUSTICE K.RAVICHANDRABAABU
and
THE HONOURABLE MR.JUSTICE SENTHILKUMAR RAMAMOORTHY

A.S.(MD)No.81 of 2019
and
CMP(MD)No.4459 of 2019

s.P.N.Ramanathan Chettiar : Appellant/Defendant

Vs.

Subramanian : Respondent/Plaintiff

PRAYER: Appeal Suit is filed under Section 96 of Civil Procedure Code, against the order dated 08.02.2019 made in O.S.No.27 of 2011 on the file of the Principal District Court, Thanjavur.

For Appellant : Mr.M.Suresh

For Respondent : M/s.S.Mahalakshmi

J U D G M E N T

[Judgment of the Court was delivered by K.RAVICHANDRABAABU, J.]

This appeal is arising out of the Judgment and decree, dated 08.02.2019, passed in O.S.No.27 of 2011, on the file of the Principal District Court, Thanjavur, in a suit for recovery of sum of Rs.13,51,000/- (Thirteen Lakhs Fifty One Thousand Only) with subsequent interest. The trial Court decreed the suit as prayed for. Thus, the present appeal is filed by the defendant in the said suit.

2.During the pendency of this appeal, it is stated that the parties have entered into a compromise and amicably resolved the issue involved in this appeal. A compromise memo, dated 10.07.2019 signed by both the parties as well as their respective counsels, is also filed before this Court. The terms of the compromise reads as follows:-

"The appellant and respondents has jointly filed this
joined compromise memo.



It is respectfully submitted that both the parties in the above said first appeal have amicably resolved the issue in said appeal. Accordingly respondent/plaintiff herein received a demand draft drawn on ICICI Bank Chennai Anna Nagar Branch in D/D.No.505960 dated on 29.06.2019 for a sum of Rs.10,00,000/- (Rupees Ten Lakhs) from the Appellant/defendant herein. The respondent/plaintiff have no objection to record the full satisfaction in the above said appeal. The dispute between the Appellant/defendant and respondent/plaintiff amicably resolved and settled out of Court. The respondent/plaintiff will not claim any sum on the basis of suit pronotes. It is further submitted that Memorandum of Understanding dated 01.07.2019 between parties herein had already been entered upon."

3.Today, when the matter is taken up for hearing, both the parties are present and submitted that they have settled the matter out of Court, in terms of the compromise memo. Therefore, the learned counsels for the respective parties seek for disposal of this appeal as settled out of court, in terms of the compromise arrived at between the parties as stated supra. The learned counsel for the appellant further submitted that since the parties have settled the matter, the Court fee paid by the appellant may be permitted to be refunded, as applicable.

4.Considering the above stated facts and circumstances and in view of the terms entered into between the parties, as stated supra, this appeal is disposed of, as settled out of Court. In view of the disposal of the appeal, as settled out of Court, Registry is directed to refund 50% of the Court fee paid by the appellant. No costs. Consequently, connected Miscellaneous petitions is closed.

Sd/-

Assistant Registrar (CS-II)

// True Copy //

Sub Assistant Registrar(CS)

To

The Principal District Judge, Thanjavur.

Copy to:

1.The Record Keeper, (2 Copies)

VR Section,

Madurai Bench of Madras High Court,

<https://hcservices.ecourts.gov.in/hcservices/>
Madurai.



2.The Assistant Registrar,
CO Department,
Madurai Bench of Madras High Court,
Madurai.

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+1 CC to M/s.M.SURESH, Advocate (SR-76676[F] dated 22/07/2019)

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