

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 20.03.2020

CORAM:

THE HONOURABLE MR.JUSTICE N.SATHISH KUMAR

C.S.No.300 of 2009

1.Adil Azeez

2.Mr.Azeem Azeez

3.Miss.Misbah Azeez

Third plaintiff herein declared as
major and Mr.Abdul Azeez discharged
from Guardianship as per order dated
26/02/2014 in application No.2949/13

4.Mr.Imtiaz H. A.Sattar

..... Plaintiffs

Versus

1.Mrs.Ruksana Razzack

No.976, Poonamallee High Road,
Chennai 600 084.

2. Ameerunnissa Begum Sahiba Endowment
rep by its President
No.76, Barathi Salai,
Triplicane, Chennai 600 005.

3.Saleem Mohamed

I-21, 1st Main Road, Flat NO.5
Anna Nagar East, Chennai 102.

Third defendant impleaded as per order

dated 21.06.2012 in Appl. No.6523/2008

... Defendants

Prayer : Suit filed under Order IV Rule 1 of the Original Side Rules and Order VII Rule 1 of C.P.C. For the following reliefs:

(a) for specific performance of the Agreement for sale date 09.03.2005, entered into between plaintiffs 1,2,4 and Mr.Salim, which has been assigned, by Mr.Salim in favour of the 3rd plaintiff and the first defendant, by directing the first defendant to execute and register a proper sale deed or sale deeds or deed of conveyance as required by the plaintiffs for conveying, assigning and selling her 4748 square feet of undivided share in the lease hold right in the land more clearly described in the schedule B hereunder, forming part of the schedule A hereunder, for a sale consideration of Rs.1,25,56,000/- which has already been received by her and do all other acts, deeds and things necessary for proper completion of the obligations undertaken in the sale agreement dated 09.03.2005;

(b) for costs of the suit;

For Plaintiffs

:Mr.Kuberan for

M/s.Rank Associates

For Defendants

:Mr.K.M.Asim Shehzad

for BFS Legal Associates for D1
D2 -D3 -given up

JUDGMENT

The learned counsel for the plaintiff and the learned counsel for the first defendant are present. The 2nd and 3rd defendants were only formal parties and the suit is not pressed against them. In view of the same, endorsement is also made and the suit against the second and third defendants stands dismissed as not pressed.

2. The plaintiff filed a memo of compromise before this Court and the parties are also present before this Court and paid the entire amount of sum of Rs.2,50,00,000/- by way of Demand Draft dated 19.03.2020.

3. In such view of the matter, the suit is disposed of on the terms of the compromise memo and the memo of compromise shall form a part and parcel of the decree and judgment.

4. With the above terms, the suit is disposed of. No costs.

20.03.2020

Index : Yes/No

Internet : Yes/No

Speaking/Non Speaking

gsk/ubi

N.SATHISH KUMAR, J.

gsk/ubi

To



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