

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 28.02.2020

CORAM :

THE HONOURABLE MR.JUSTICE V.PARTHIBAN

S.A.No.1582 of 2008
& MP.No.1 of 2008

N.P.Murugan

... Appellant/Respondent/Defendant

Vs.

M/s.Himachal Pradesh Horticultural Produce,
Marketing and Processing Corporation,
rep. by its Authorised Representative,
B.L.Saravanan,
C-34, Anna Fruit Market, Koimbedu,
Madras-92.

... Respondent/Appellant/Plaintiff

Prayer:- Second Appeal filed under Section 100 of Civil Procedure Code against the Judgment and decree dated 24.07.2008 passed in A.S.No.139 of 2007 on the file of the IV Additional Judge, City Civil Court, Chennai reversing the judgment and decree dated 24.11.2006 made in O.S.No.2264 of 2005 on the file of VIII Assistant Judge, City Civil Court, Madras.

For Appellant : Mr.K.S.Gnana Sambandan

For Respondent : Mr.C.S.K.Sathish

JUDGMENT

When the matter is taken up for hearing today, on behalf of the respondent, a memo has been filed stating that the principal amount of Rs.1,77,450/- in terms of the decree in A.S No.139 of 2007 has been received as a full and final settlement from the appellant. Therefore, a request is made to record the Memo of Understanding dated 26.02.2020 and dispose of the appeal in terms of the said Memo which are extracted hereunder:

Memo filed by the Respondent

The respondent most respectfully submits as follows:

In the above matter the respondent had filed O.S.No.2264 of 2005 for recovery of money of Rs.1,77,450/- before the VIII Assistant City Civil Court, Chennai. I submit that in the

above suit judgment and decree was passed in favour of the appellant on 24.11.2006. There upon, the respondent preferred an appeal before the IV Additional City Civil Court, Chennai, in A.S.No.139 of 2007, and the same was allowed by a decree and judgment dated 24.07.2008.

I further submit that aggrieved by the decree and judgment passed in A.S.No.139 of 2007, the appellant preferred the above second appeal before this Hon'ble High Court.

I further submits that during the interregnum period, on 20.12.2019, the appellant has paid the principal amount of Rs.1,77,450/- decreed in A.S.No.139 of 2007 as full and final settlement to the respondent. The respondent has received the above sum towards full satisfaction of its claim against the appellant.

Therefore, it is prayed that this Hon'ble High Court may be pleased to record this memo and pass such or other suitable orders in S.A.No.1582 of 2008 and thus render justice.

Dated at Chennai on this the 26th February 2020

2. In view of the same, nothing survives for consideration in this Second Appeal. Accordingly the Second Appeal is disposed of in terms of Compromise, as envisaged above. The said Memo of Compromise shall form part of the judgment. No costs. Consequently, connected miscellaneous petition is closed.

Sd/-

Assistant Registrar (CS-III MDU)

//True Copy//

Sub Assistant Registrar

ENCL: Xerox Copy of Memo of Compromise filed by the Respondent dated 26/02/2020

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To

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

2. The VIII Assistant Judge,
City Civil Court, Madras.

Copy To

The Section Officer,
V.R. Section, High Court,
Madras.

S.A.No.1582 of 2008

EV (CO)
GN(14/12/2020)



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