

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated : 01.12.2020

CORAM:

THE HONOURABLE MR. JUSTICE C.V.KARTHIKEYAN

C.S.No.828 of 2012

and

O.A.Nos.1059 to 1062 of 2012

and

A.No.5595 of 2012

S.Vimala

.. Plaintiff

/versus/

1.V.Shankar Krishnaa,

2.Surya Gears,
Rep.by its Managing Partner,
V.Shankar Krishnaa

3.S.Venugopalakrishnan

4.M/s.Sree Bhooma Devi Land
Developers Pvt. Ltd.,
Rep.by its Managing Director,
K.Malairajan
16, UE, Kaliamman Koil Street,
Virugambakkam,
Chennai – 600 092.

5.M/s.Manappuram Finance Ltd.,
Virugambakkam Avichi School Branch,
132/2, Arcot Road,
Opp.Central Warehouse,

Near Avichi School,
Virugambakkam,
Chennai – 600 092.

.. Defendants

This Civil Suit is filed under Order IV Rule 1 of the Original Side Rules read with Order VII R 1 of the C.P.C, 1908, prayed for a judgment and decree against the Defendants:-

a).For recovery of the sum of Rs.19,50,000/- from the 1st defendant with further interest at 18% per annum from the 1st defendant from the date of plaint till date of realisation.

b).For recovery of the sum of Rs.1,69,00,000/- from the defendants 1 – 3 jointly or severally with future interest at 18% per annum from defendants 1 to 3 from the date of the plaint till date of realization.

c).For a declaration that the plaintiff is entitled to an equitable charge and lien over the property more fully described in the schedule – I hereunder sold by the 1st defendant to the 4th defendant by a deed of sale dated 16.11.2011 and registered as document No.7511 of 201 in the office of the Sub Registrar, Virugambakkam.

d).For a mandatory injunction directing the 1st defendant to redeem the jewels more fully described in the schedule III hereunder from the 5th defendant and deliver the same to the plaintiff in specie or in the alternative permit the plaintiff to redeem the jewels from the 5th defendant on payment of the pledge amount and claim reimbursement from the 1st defendant for the amounts so remitted by the plaintiff to the

5th defendant together with interest at 24% p.a. from the date of redemption of the jewels in the event the plaintiff has to redeem the jewels till the dates of realization of the value.

e).For a mandatory injunction directing the 1st defendant to discharge all the guarantees, promissory notes and other instruments of any nature executed by plaintiff as a partner on behalf of the firm Messrs.Surya Gears, the 2nd defendant herein along with the 1st defendant.

f).For a permanent injunction restraining the 1st defendant his agents, or any other person or persons authorized by him from any manner creating any encumbrance over the assets of the firm Surya Gears or deal with the assets of the firm detrimental to the interest of the plaintiff, who is a partner of the 2nd defendant firm.

g).For a permanent injunction as against the 4th defendant herein or its agents, person or persons or any one claiming under it restraining them from alienating or encumbering or dealing with the property more fully described in schedule-I hereunder by way of sale, mortgage, lease or joint development.

h).For a permanent injunction as against the 4th defendant herein or its agents or any other person or persons authorized by it or any one claiming under it from in any manner putting up any construction in the property more fully described in schedule I hereunder.

i).grant such further or other reliefs; and

j).costs of the suit.

For Plaintiff : Ms.Vasudha Thiagarajan
For D1, D2 & D3 : Mr.G.Nagarajan
For D4 : Mr.S.Parthasarathy

JUDGMENT

On 19.11.2020, this Court had the benefit of enquiring the Plaintiff, S.Vimala and the 1st Defendant, V.Shankar Krishnaa through video conferencing and both of them expressed their desire to give a quietus to the issues raised in the plaint. They have stated that they have settled all the issues and that they were actually living together. The Court places its deep appreciation to the learned counsel for the Plaintiff, Ms.Vasudha Thiagarajan, and also to the learned counsel for the 1st Defendant, Mr.G.Nagarajan, for having brought about an amicable settlement between the parties in the best of interest of the Plaintiff and the 1st Defendant.

2.A Joint Memo has been presented before this Court, which has been signed by the Plaintiff and the 1st Defendant and also by the learned counsel for the Plaintiff and the learned counsels for the 1st, 2nd and 3rd Defendants.

3.The terms of the Joint Memo are as follows:

“The Plaintiff and the 1st Defendant beg to submit as follows:

It is respectfully submitted that the Plaintiff had filed the present suit as against the Defendants herein for recovery of money and other reliefs. During the pendency of the suit in October 2015, the Plaintiff and the 1st Defendant have resolved the disputes amicably and the Plaintiff and the 1st Defendant being spouses have rejoined. In view of the same, the reliefs claimed as against the Defendants are given up by the Plaintiff.

Therefore, it is humbly prayed that the suit may be disposed off as settled out of court and the court fees paid by the plaintiff may be refunded after effecting necessary deductions and thus render justice.

Dated at Chennai on this 19th Day of November, 2020.

Signed by

Counsel for Plaintiff

Plaintiff's

Counsel for 1st, 2nd, 3rd, Defendants

1st Defendant.”

C.V.KARTHIKEYAN,J.

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4.In view of the Joint Memo, the suit is dismissed as settled out of Court. No order as to costs. Consequently, connected Applications are closed. The Joint Memo shall form part of the decree.

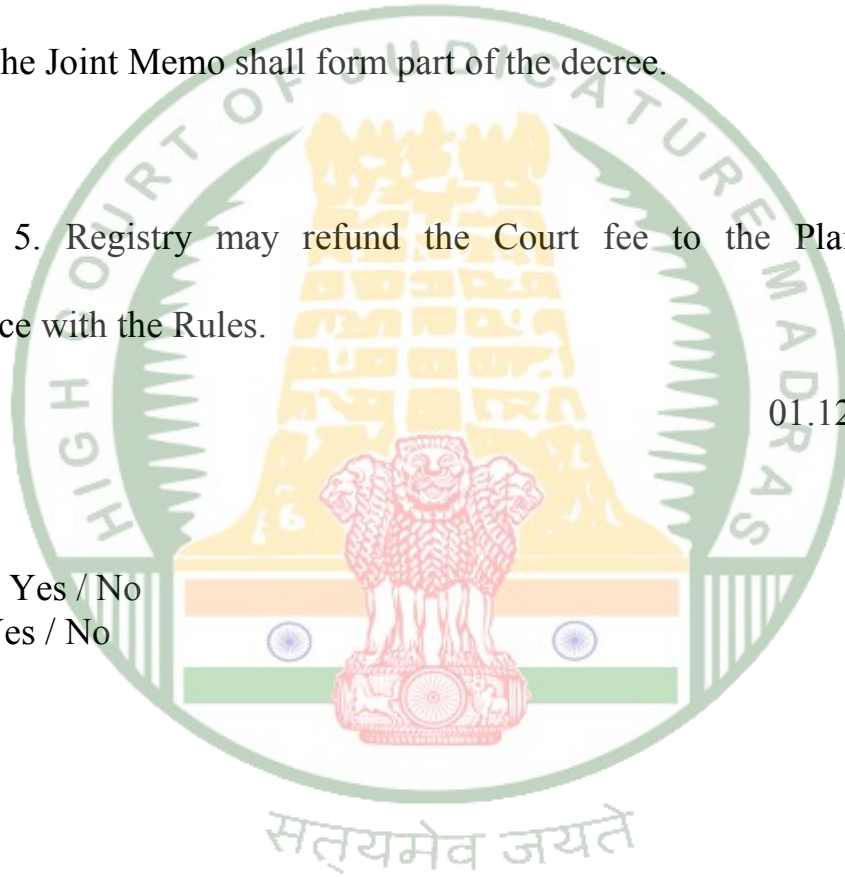
5. Registry may refund the Court fee to the Plaintiff in accordance with the Rules.

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Internet : Yes / No

Index : Yes / No



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