

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 21.12.2020

CORAM:

THE HONOURABLE MRS.JUSTICE T.V.THAMILSELVI

C.S.No.432 of 2016

M/s.Kumarakom Cuisine Private Limited,
Rep. by one of its Director,
Mr.George Abraham @ Sojan,
Son of Mr.K.I.Abraham,
No.11 (First Floor) 14th Avenue,
Harrington Road, Chetpet,
Chennai - 600 031.

.. Plaintiff

Vs.

1.G.Sridharan

2.N.Banu

.. Defendants

PRAYER : Civil Suit filed under Order VII Rule 1 of CPC read with Order IV Rule 1 of the Madras High Court Original Side Rules for the following judgment and decree :

(a) declaring that the "Letter of Understanding dated 08.01.2011" by the 1st defendant exploiting their dominate position and superior bargaining power prevailed on 08.01.2011, which was not only unlawful and also opposed to public policy and the same is hit by Sec.23 of The Indian Contract Act, 1872 and not binding on the plaintiff;

(b) declaring that the Settlement Deed dated 27.03.2015, executed by the first defendant in favour of the second defendant, registered as Document No.360 of 2015 in the office of the Joint-Sub Registrar-II, Thousand Lights, Chennai (Central) is null and void, in so far as the transfer of additional constructed area of 1512 Sq.ft., in the suit property, under the said Instrument and such unlawful transfer is not binding on the plaintiff;

(c) directing the defendants jointly and severally to pay a sum of Rs.77,84,041/- (Rupees Seventy Seven Lakhs Eighty Four Thousand and Forty One Only) together with interest at 9% per annum on Rs.77,84,041/- from the date of filing the suit till realization in full being the depreciated value of additional construction made by the plaintiff in the suit property and in the event of failure to pay, create a charge for the said sum in the suit property;

(d) declaring that the defendants are not entitled to demand any rent or amenities charges from the plaintiff from the month of December 2015 till the defendants pay the compensation to the plaintiff;

(e) directing the second defendant to pay a sum of Rs.30,00,000/- (Rupees Thirty Lakhs Only) towards damages for the mental agony caused due to the acts of harassment, damage to the business reputation of the plaintiff and abuse of process of law.

(f) directing the defendants to pay the cost of the suit.

For Plaintiff : Mr.Rathina Asohan

For Defendants : Mr.P.B.Balaji

JUDGMENT

Today, when the matter is taken up through Video conferencing, the counsel for the plaintiff submitted that the matter has been settled between the parties and the suit may be dismissed as settled out of Court. He has also filed a memo dated 16.12.2020 to that effect.

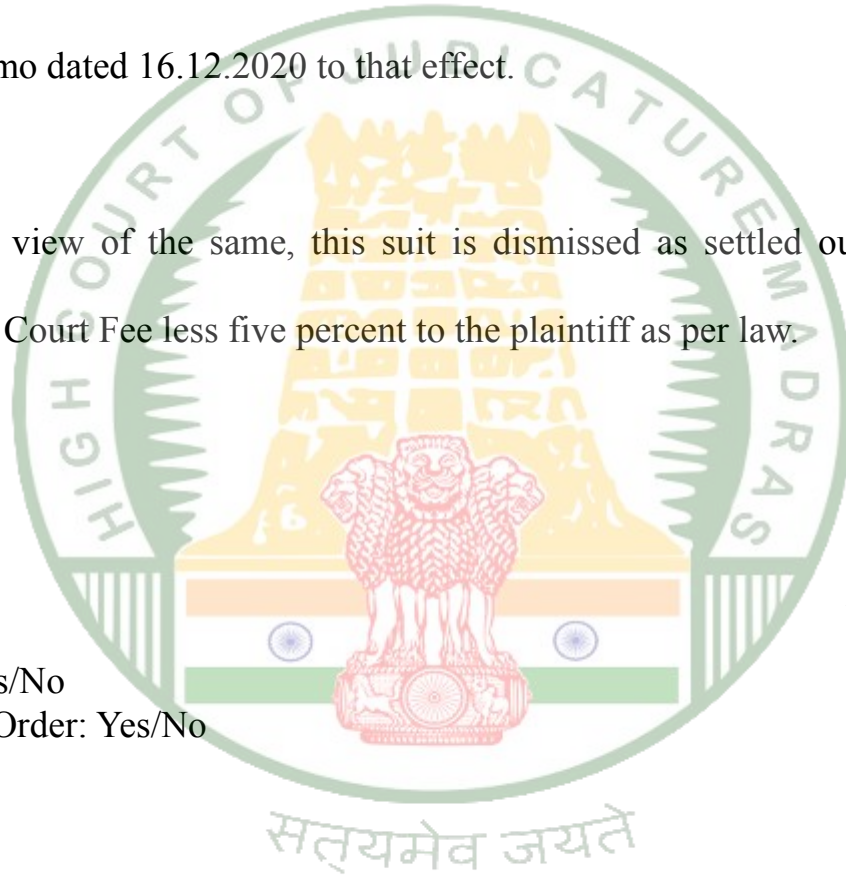
2.In view of the same, this suit is dismissed as settled out of Court refund the Court Fee less five percent to the plaintiff as per law.

mtl

Index : Yes/No

Speaking Order: Yes/No

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T.V.THAMILSELVI,J.

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