

HIGH COURT LEGAL SERVICES COMMITTEE, CHENNAI

Lok Adalat-I organised by the High Court
Legal Services Committee

Friday, the 31st day of January, 2020

LOK ADALAT AWARD

(Chapter VI and u/s 21 of Legal Services Authorities Act,
1987)

Presided over by

The Hon'ble Mr.JUSTICE S.K.KRISHNAN(Retd.)
and

Members

Mr.P.Perumalappan

AS.No.64 of 2014 and MP.No.1 of 2014

Appeal is filed under Section 96 of C.P.C. R/w Order 41 Rule 1 of C.P.C., to prefer this Memorandum of Grounds of First Appeal against the fair and decreetal order of the learned V Additional District Judge, (formerly F.T.C. No.III), Coimbatore in O.S.No.715 of 2008 dated 24.07.2012.

P.K.S.Gokulakrishnan (died)

1.K.Uma Maheswari

2.Minor Mirudhakshni

Rep.by guardian and mother

K.Uma Maheswari

.... Appellants/Defendant

Vs.

G.Vijayakumar

... Respondent/Plaintiff

This case has been listed today and came up for settlement before the Lok Adalat. Both parties are present. The learned counsel for the appellants Mr.S.Kaithamalai Kumaran, and K.S.Karthikraja, learned counsel for the respondent. After mutual discussion, negotiation, mediation and conciliation between both parties, they arrived at a compromise to settle the matter as follows:

TERMS OF SETTLEMENT

The appeal in A.S. No.64 of 2014 pending on the file of High Court, Madras and preferred against the fair and decreetal order of the learned V Additional District Judge, Coimbatore in O.S.No.715 of 2008 dated 24.07.2012.

2. The appellants are the Legal heirs of the defendant. It is stated that the plaintiff / respondent filed a Civil suit against the defendant for seeking a relief of specific performance. A sale agreement was entered into between the parties on 10.03.2018. In furtherance of the said agreement, the respondent/plaintiff paid a sum of Rs.6,00,000/- as advance amount for the purpose of purchasing the said property referred in the plaint.

3. It is agreed that the balance amount has to be paid within a stipulated time to the defendant. Since defendant fail to perform the said agreement as stated above, respondent/plaintiff filed the said suit for relief of specific performance.

4. After trial, the learned V Additional District Judge, decreed the suit in favour of the plaintiff. Aggrieved against the said judgement and decree passed by the learned judge, LR's of the defendant/Appellant preferred this appeal.

5. Pending this appeal, on the basis of settlement arrived between the parties, this Appeal has been referred to this Lok Adalat for speedy disposal. When this appeal was taken up today for hearing, the learned counsel appearing for the appellant as well as respondent represented before this Court that both parties entered into the compromise formulae and decided to settle the dispute between the parties. In furtherance of the said settlement by the respective counsel this Court directed the Counsel to file a joint memo. Accordingly, the Counsel representing both parties filed a joint memo. A joint memo filed by the parties is part and parcel of this case records. A Joint memo filed by the parties is perused and recorded.

6. It is referred in the Joint memo that the advance money paid by the respondent/ plaintiff a sum of Rs.6,00,000/- has to be returned to the respondent with interest. Accordingly, the total amount calculated is Rs.17,00,000/-. A sum of Rs.17,00,000/- is handed over to the respondent by way of issuing Demand Draft bearing no.305811 drawn in favour of State Bank of India, Kambalapatti Branch, Coimbatore is delivered by the appellants to the respondent.

7. As already stated above, in furtherance of performing the said contract, the respondent / plaintiff has already deposited a sum of Rs.17,00,000/- in to the Court, since the matter being is compromised and settled out of Court. The balance sale consideration deposited by the respondent / plaintiff is entitled to withdraw from the court deposit. For withdrawing the same from the Court deposit, the respondent / plaintiff has to take process before the concerned Court.

8. On a careful consideration of the terms stated in the memo of compromise as well as other grounds thereon, this appeal is being disposed of today. Subsequently the suit filed by the plaintiff against the defendant is ordered to be dismissed as withdrawn.

9. It is directed that in view of considering the compromise rendered between the parties, the Court fee paid by the appellants / LRs of the defendant is entitled to receive the full Court fee from the Concerned Court (before the High Court). Consequently, connected Miscellaneous Petition is closed.

Sd/-
1.K.Uma Maheswari

Sd/-
2.Minor Mirudhakshni
Rep.by guardian and mother
K.Uma Maheswari

Sd/-
Counsel for the Appellants

Sd/-
G.Vijayakumar

Sd/-
Counsel for the Respondent

The full Court fee paid shall be refunded to the appellant in the manner provided under Section 69-A of the Tamil Nadu Court-Fees and Suits Valuation Act, 1955 and the Court Fees Act, 1870 as provided for under sub Sec.1 of Section 21 r/w 25 of LSA Act 1987 as amended in 1994.

Sd/-
Judge

Sd/-
Member

Sd/-
Assistant Registrar

//True Copy//

Sub Assistant Registrar

*Xerox copy of the Memo of Compromise enclosed

To:The parties/Advocate concerned

Copy to:

1.The V Additional District Court, Coimbatore.

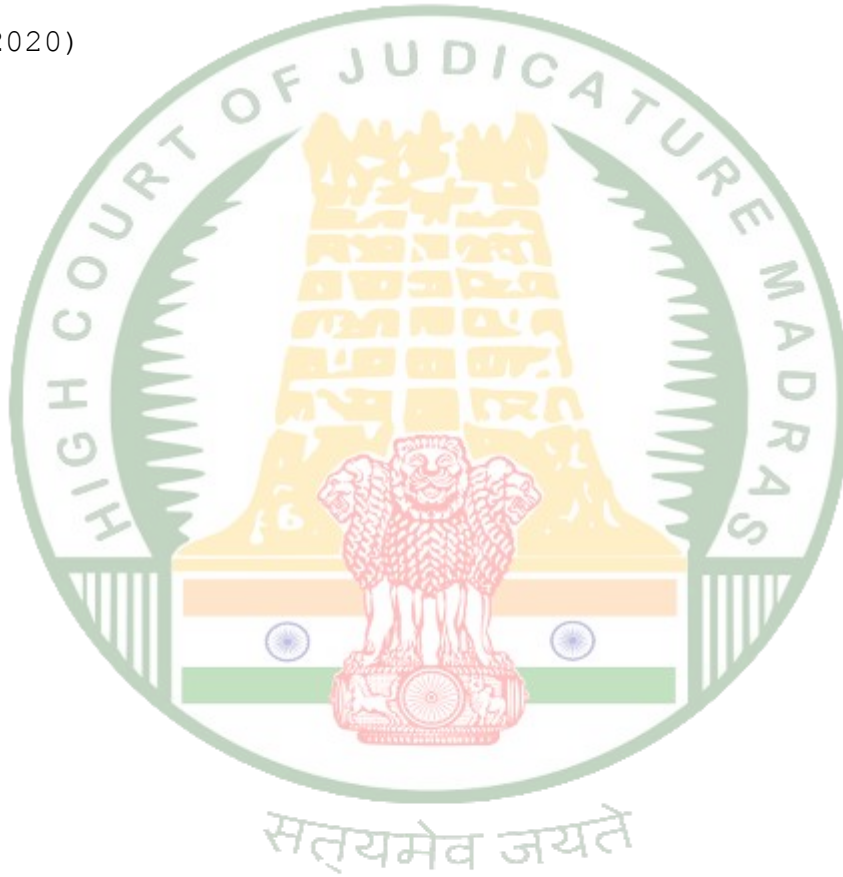
2.The Secretary,
High Court Legal Services Committee, Chennai.

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

4.The Section Officer,
Lok Adalat Section, High Court, Madras
(+2 copies)

AS.No.64 of 2014

KJ (CO)
CB(10/03/2020)



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