

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 13.03.2020

CORAM

THE HONOURABLE MR.JUSTICE R.SUBBIAH
and
THE HONOURABLE MR.JUSTICE R.PONGIAPPAN

A.S.No.508 of 2017
and
C.M.P.No.16058 of 2017

1.G.Balakrishnan
S/o.K.N.Govinda Perumal
2.G.Anandkumar
S/o.K.N.Govinda Perumal
3.G.Lakshmanan
S/o.K.N.Govinda Perumal
4.G.Vezhavendan
S/o.K.N.Govinda Perumal Appellants/ Defendants
Vs
1.T.R.Deenadayalan
S/o.T.S.Ramadoss
2.T.R.Harikrishnaiah
S/o.T.S.Ramadoss
3.Bharathi
D/o.T.S.Ramadoss ... Respondents/Plaintiff

First Appeal filed u/s.96 of the Code of Civil Procedure against the judgment and decree dated 09.11.2016 passed in O.S.No.211 of 2013 on the file of learned IV Additional Judge, City Civil Court, Chennai.

For Appellants : Mr.V.S.Jagadeesan

For Respondents: Mr.V.Manisekaran

JUDGMENT

[Judgment of this Court was made by R.SUBBIAH, J]

This appeal arises against the judgment and decree dated 09.11.2016 passed in O.S.No.211 of 2013 on the file of learned IV Additional Judge, City Civil Court, Chennai.

2. Heard learned counsel for appellants and learned counsel for respondents.

3. Appellants are defendants in O.S.No.211 of 2013 on the file of learned IV Additional Judge, City Civil Court, Chennai and respondents are plaintiffs therein. Respondents/plaintiffs filed the above suit seeking declaration and possession of the suit property and consequently, direct appellants/defendants to hand over the suit schedule property. The said suit was decreed in favour of respondents/plaintiffs. There against, the present appeal has been filed.

4. Learned counsel on either side submits that the matter has been settled between the parties and a Memo of Compromise dated 09.03.2020 has also been produced.

5. Parties are present before this Court. On enquiry, they have stated that they have settled the matter among themselves. The Memo of Compromise dated 09.03.2020, signed by both parties as also their respective counsel, reads as follows:

' MEMO OF COMPROMISE

This Memo of Compromise entered into on this the 9th day of March, 2020.

BETWEEN

(1) G. Balakrishnan (2) G. Ananda Kumar (3) G. Lakshmanan and (4) G. Vezhavendan all are residing at New No.12, Old No.64, Janakiram Colony, Arumabakkam, Chennai - 600 106.

AND

(1) T.R. Deenadayalan, (2) T.R. Hari Krishnaiah, and (3) Tmt. Bharathi all are residing at No.21 Nathamuni Street, Shenoy Nagar, Chennai - 600 030.

WHEREAS respondents herein have filed a suit bearing No.211 of 2013 on the file of IV Additional City Court Chennai for declaration and possession of the suit schedule property. After the trial the said suit was decreed on 09.11.2016 as against which the appellants herein filed the above said appeal.

Whereas appellants herein have filed a suit bearing No.4731 of 2017 on the file of XIII Assistant City Civil Court for specific performance of contract of agreement of sale deed dated 26.02.1978 directing the defendants/respondents herein to execute and register the sale deed in favour of the appellants herein after receiving the balance sale consideration of Rs.2500/- from the appellants herein or in default the Honourable Court may execute and register the sale deed in favour of the appellants in terms of Agreement of Sale.

The appellants claimed that on 23.3.1970, the appellants further one Mr.Govindaperumal had entered

into a sale agreement with one T.S. Duraisamy Naidu for purchase of Plot No.22, measuring 2400 sq.ft. Bearing No.5, comprised in Old Survey No.11/1A part, T.S.No.74, Koyambedu Village, T.S.D. Nagar, Block No.31, New Block No.47, Egmore - Nungambakkam Taluk, Chennai - 600 107. Thereafter, there was a dispute between T.S.Duraisamy Naidu and his brothers T.S. Ramadoss and T.S.Chinnasamy. The said T.S.Ramadoss had filed suit for partition in C.S.No.77 of 1970 on the file of High Court of Judicature at Madras and it was decreed. Against which O.S.A.No.87 of 1976 was filed and subsequently it was entered into compromise on 2.11.1977, thereafter the said plot No.22, was allotted to T.S.Ramadoss.

The father of the appellants claims that subsequently he had entered into a Sale Agreement with T.S.Ramadoss on 22.6.1978 for a sale consideration of Rs.4,500/- and paid an advance of Rs.2,000/- towards the advocate fees to one V.R. Nagarajan by way of cheque. In pursuance of the said agreement, the appellants were put in to possession of the property.

In the said suit bearing O.S.No.4731 of 2017 the appellants and respondents herein have entered into a compromise at Mediation Centre and subsequently on 22.10.2019 a compromise decree was passed as follows:

a. That the appellants have agreed to pay a sum of Rs.95,00,000/- (Rupees Ninety Five Lakhs only) to the respondents herein towards the cost/sale consideration of the suit schedule property and the respondents agreed to receive the same thereby the respondents agreed that the appellants are the sole and absolute owner of the suit schedule property.

b. The appellants have to pay the said amount of Rs.95,00,000/- (Rupees Ninety Five Lakhs only) within six months from this date i.e., 30.06.2019. If the appellants fails to pay the said amount within six months i.e. on or before 30.6.2019 the settlement agreement automatically stands cancelled. The pending A.S.No.508 of 2017 and O.S.No.4731 of 2017 to be agitated by the parties according to law.

c. The respondents hereby agreed to execute necessary conveyance deed in favour of appellants or their nominee at the cost of the appellants as and when required by them.

d. The respondents hereby declare that hereafter they will not claim any right over the suit schedule property.

As per the terms and conditions the appellants have paid sum of Rs.95,00,000/- to the respondents herein and the respondents have acknowledged the receipt of the said amount. In view of the compromise decree passed in O.S.No.4731 of 2017 on

the file XIII Assistant City Civil Court Chennai. In view of Rs.95,00,000/- received by the respondents, the respondents are hereby release and relinquish the rights, title and interest over the property in favor of the appellants. The third respondent here in namely Mrs. Bharathi D/o Ramadoss has executed a registered release deed dated 26.06.1979, registered as document No.3246/1979 registered in office of Kodambakkam Sub Register Office where in the said Bharathi released and relinquished her share in suit property along with other properties to and in favour of her brothers namely first and second respondents herein.'

Recording the Memo of Compromise dated 09.03.2020 entered into between parties, this Court allows this appeal. Consequently, the judgment and decree dated 09.11.2016 passed in O.S.No.211 of 2013 on the file of learned IV Additional Judge, City Civil Court, Chennai, is set aside. The Memo of Compromise dated 09.03.2020 shall form part of the records. No costs. Connected miscellaneous petition is closed.

*Herein Enclosed the Xerox Copies of MEMO OF COMPROMISE

Sd/-

Assistant Registrar(CS III)

//True Copy//

Sub Assistant Registrar

gm
To
The IV Additional Judge,
City Civil Court,
Chennai.

Copy to:

The Section Officer, VR Section, High Court, Madras.

+1cc to Mr.V.S.Jagadeesan , Advocate SR.No. 22536

+2ccs to Mr.V.Manisekaran , Advocate SR.No. 22490

A.S.No.508 of 2017

pa co

A.SK(23/03/2020)

13.03.2020



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