

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 16.12.2020

CORAM

THE HONOURABLE MR.JUSTICE N.SATHISH KUMAR

C.S.No.659 of 2019
and
A.Nos.9827 & 8580 of 2019

Gaiety Palace Co-Owners Association (Regd)
Represented by its Secretary,
B. Swetharanyan
Gaiety Palace,
No.1 L, Blackers Road,
Chennai – 600 002.

... Plaintiff

Vs.

CT. Senthilnathan Chettiar

... Defendant

Plaint filed under Order VII Rule 1 C.P.C. read with Order IV Rule 1 of the High Court Original Side Rules praying for:

(a) to direct the defendant to pay a sum of Rs.1,35,63,326/- (Rupees One Crore Thirty Five Lakhs Sixty Three Thousand Three Hundred and Twenty Six Only) along with interest at the rate of 12% per annum on Rs.1,35,63,326/- (Rupees One Crore Thirty Five Lakhs Sixty Three Thousand Three Hundred and Twenty Six Only) from

the date of plaint and to the date of repayment of the said amount;

(b) to direct the defendant to pay the cost of this proceedings; and

(c) pass such further or other orders as this Court may deem fit and proper in the circumstances of the above case and thus render justice.

For Plaintiff : Mr. T.R. Rajagopalan, Senior Counsel
for Ms. Meera Ramesh
For defendant : Mr. V. Ayyadurai, Senior Counsel
for Mr. K. Vasu Venkat

JUDGMENT

The suit has been laid for the following reliefs:

(i) *to direct the defendant to pay a sum of Rs.1,35,63,326/- (Rupees One Crore Thirty Five Lakhs Sixty Three Thousand Three Hundred and Twenty Six Only) along with interest at the rate of 12% per annum on Rs.1,35,63,326/- (Rupees One Crore Thirty Five Lakhs Sixty Three Thousand Three Hundred and Twenty Six Only) from the date of plaint and to the date of repayment of the said amount;*

(ii) *to direct the defendant to pay the cost of this proceedings; and*

(iii) pass such further or other orders as this Court may deem fit and proper in the circumstances of the above case and thus render justice.

2. When the matter is taken up for hearing, a joint memo of compromise entered into between the plaintiff and defendant dated 14.12.2020, signed by the parties and duly attested by their respective counsel has been produced.

3. Learned senior counsel appearing for the plaintiff as well as the learned Senior counsel appearing for the defendant would submit that the suit may be decreed in terms of the joint memo of compromise dated 14.12.2020. The joint memo of compromise reads as under:

*“**WHEREAS** the plaintiff, Gaiety Palace Co-Owners Association (Regd) has filed the present suit against the defendant, for recovery of Rs.1,35,63,326/- (Rupees One Crore Thirty Five Lakhs Sixty Three Thousand Three Hundred and Twenty Six Only) being the alleged arrears of maintenance charges of Rs.1,31,85,126/- (Rupees One Crore Thirty One Lakhs Eighty Five Thousand One Hundred and Twenty Six Only) for the period from April*

2015 to September 2019 and a sum of Rs.24,28,200/- (Rupees Twenty Four Lakhs Twenty Eight Thousand Two Hundred Only) towards Corpus Fund which is allegedly outstanding from the defendant to the plaintiff Association:

WHEREAS *the defendant filed his Written Statement in the above said suit and has disputed his liability:*

WHEREAS *through his letters dated 04.11.2020, 25.11.2020 and 28.11.2020 addressed to the Plaintiff, with a view to purchase peace, the defendant proposed to settle the claims for maintenance from April 2015 to December 2020 including the claim for corpus fund made by the plaintiff and amicably settle the disputes. The parties negotiated for an amicable out of Court settlement of disputes:*

WHEREAS *the plaintiff Association through the minutes of the General Body Meeting dated 04.11.2020 and the communication dated 23.11.2020, 28.11.2020 and the minutes of the Extra ordinary General Body Meeting held on 09.12.2020 accepted for an out of Court settlement as proposed by the defendant:*

NOW THIS MEMORANDUM OF COMPROMISE

WITNESSES:

1. That the plaintiff will restrict its claim upon the defendant to Rs.75,00,000/- (Rupees Seventy Five Lakhs Only) thereby waiving the rest of its claim and costs of proceedings.

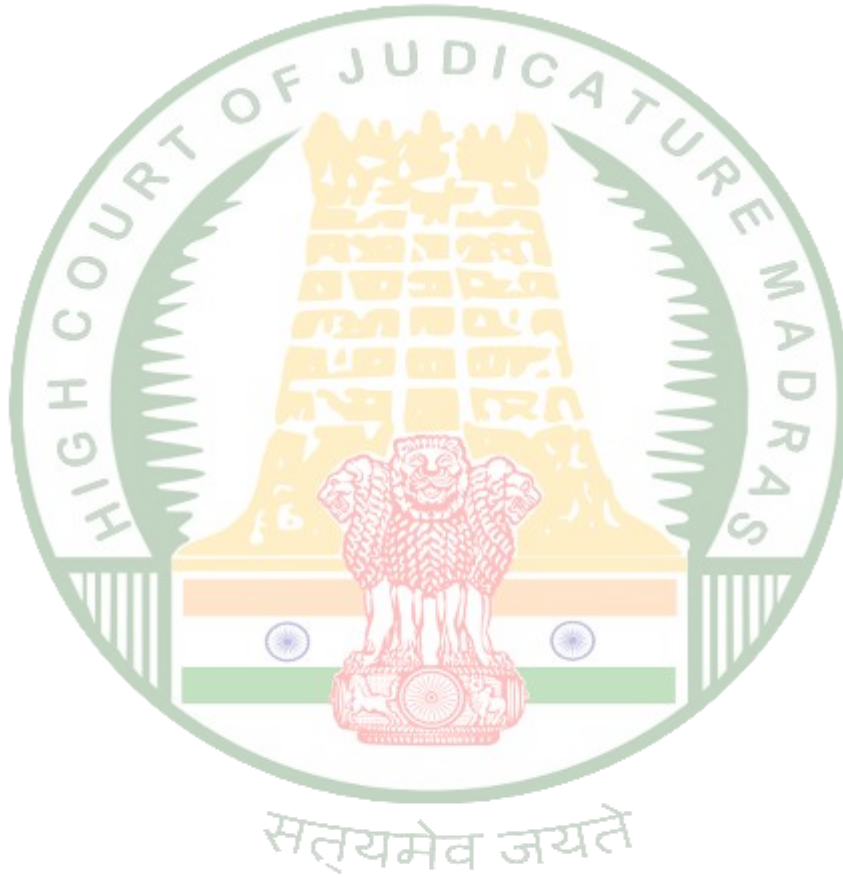
2. That the plaintiff admits that the above said sum of Rs.75,00,000/- (Rupees Seventy Five Lakhs Only) will be towards arrears of maintenance charges for the period from April 2015 to December 2020 and corpus fund claimed by the plaintiff.

3. That the defendant shall remit the said agreed sum of Rs.75,00,000/- (Rupees Seventy Five Lakhs Only) as per the following schedule:

S.No.	Date	Amount (Rs)
1	26.12.2020	21,00,000
2	10.01.2021	10,80,000
3	10.02.2021	10,80,000
4	10.03.2021	10,80,000
5	10.04.2021	10,80,000
6	10.05.2021	10,80,000
	Total	75,00,000

4. That the defendant shall strictly adhere to the schedule without committing any default.

5. That the defendant shall remit the maintenance charges of his tenants to the Plaintiff Association from January 2021 upon collecting the same from the tenants.



WEB COPY

N.SATHISH KUMAR,J.

6. *That the present memorandum of compromise shall be filed before the Hon'ble High Court of Judicature at Madras, in C.S.No.659 of 2019 and seek for a judgment and decree being passed in the said case in the terms of this memorandum of compromise.*

7. *That there shall be no further litigation between the parties in respect of the present claim.”*

4. Accordingly, the suit stands decreed in terms of the joint memo of compromise dated 14.12.2020 and the joint memo of compromise shall form part of the decree. No costs. Consequently, connected applications are closed. Registry is directed to refund the Court fee as per law.

AT

WEB COPY 16.12.2020

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A.Nos.9827 & 8580 of 2019