

C.V.KARTHIKEYAN, J.,

Even earlier to the compromise, the defendant had deposited a sum of Rs.31,00,000/- by way of Fixed Deposit in the name of the Registrar General of this Court.

2. When the judgment was passed in the suit, it was stated as follows:-

"2. In the light of the settlement arrived between the parties, suit is decreed as per the Compromise Memo. The Registrar General is requested to foreclose the Fixed Deposit in the credit of the suit account and a sum of Rs.11,01,622/- shall be paid to the plaintiff and balance amount with accrued interest shall be paid to the defendant.

3. Since the matter has been settled out of Court, the plaintiff shall be entitled for refund of court fee as per law. The Memo of Compromise shall form part of the decree. Consequently, connected applications are closed."

3. Now, a memo had been filed on behalf of the plaintiff stating that the plaintiff is not well and therefore, urgent orders are required for repayment of the amount so deposited.

4. Heard Mr.S.Vasudevan, learned counsel for the plaintiff and Mr.P.Giridharan, learned counsel for the defendant through Video Conferencing.

5. The Court also availed assistance of the Sub-Assistant Registrar (O.S) and the Secion Officer (O.S) who also brought the records and confirmed the fact that Fixed Deposit for a sum of Rs.31,00,000/- dated 13.12.2019 had been deposited in Court. The officers informed that the said Fixed Deposit had been inturn forwarded to the Bank on 17.12.2019.

6. In view of the urgency and reasons stated in the memo regarding the medical condition of the plaintiff, the following orders is passed:-

(i) The Registry in the O.S. is directed to bifurcate the amount in accordance with the judgment dated 28.02.2020 according to which, the plaintiff is entitled to a sum a Rs.11,01,622/-. The said amount may be paid together with accrued interest in the name of the plaintiff Mr.Nissar Ahmed by way of a cheque. The balance amount of Rs.19,98,378/- together with accrued interest may be paid by way of a cheque in the name of GAC Shipping India Pvt Ltd., who had actually deposited the amount before the Court.

(ii) The Registry may also take necessary steps to refund the Court Fee in accordance with the rules and issue necessary cheque in the name of the plaintiff Mr.Nisar Ahmed.

(iii) Both the learned counsels stated that the learned counsel namely Mr.S.Vasudevan, learned counsel appearing on behalf of the plaintiff and Mr.P.Giridharan, learned counsel appearing on behalf of the defendant may be permitted to enter the Court campus, and identify themselves before the Joint Registrar (O.S) to receive the cheques as aforesaid. They have also stated that they would get necessary authorization letters from the plaintiff and the defendant authorizing them to receive the cheques.

(iv) Since the defendant is the Vessel, Cruise Seabourn Ovation, the authorization in the name of Mr.P.Giridharan may be given by M/s.GAC Shipping India Pvt Ltd.

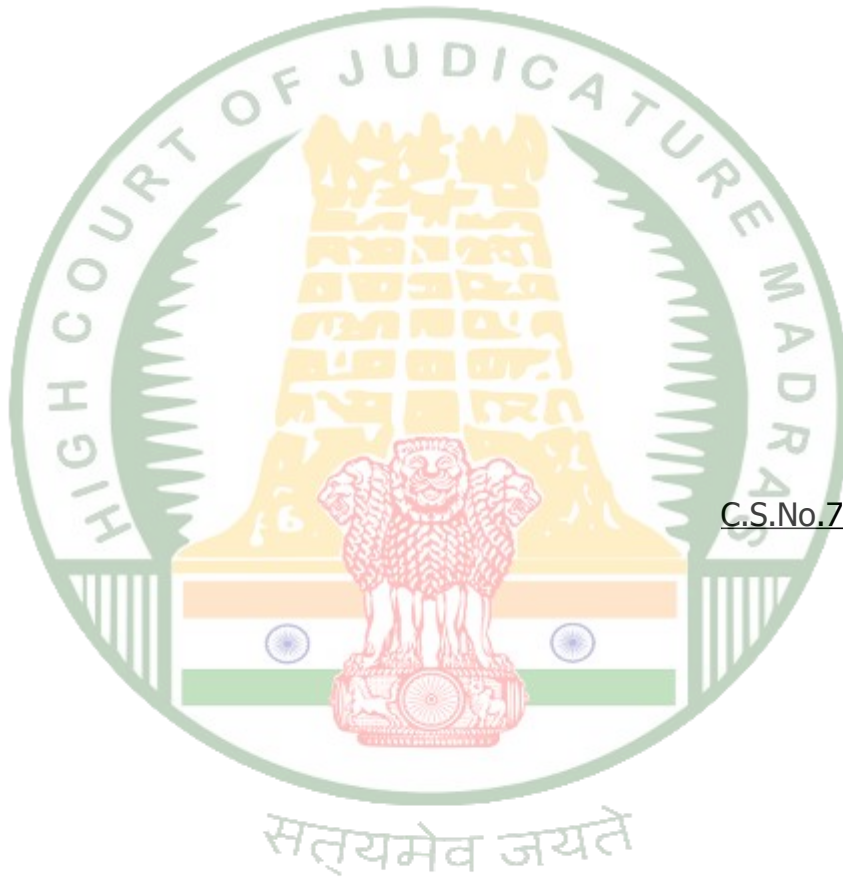
सत्यमेव जयते 14.07.2020

nvi

WEB COPY

C.V.KARTHIKEYAN,J.,

nvi



C.S.No.706 of 2019

WEB COPY

14.07.2020