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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 09.08.2021

CORAM:

THE HON'BLE MR. JUSTICE ABDUL QUDDHOSE

SA No.1217 of 2006

and

MP No.2 of 2006

R. Jayakumar

... Appellant/Appellant/Plaintiff

versus

M/s.Chithirala Finance Corporation

a Firm represented by its partners

1. R. Amruthakumari

2. Dr.Snehalatha Sudarshan

3. C. Ramesh ... Respondents/Respondents/Defendants

Second Appeal filed under Section 100 of Civil Procedure Code against the judgment and decree made in A.S. No.108 of 2004 by the I Additional City Civil Judge, Chennai dated 16.11.2004 confirming the judgment and decree made in O.S. No.610 of 1998, dated 23.06.2003 by the learned XI Assistant Judge, City Civil Court, Chennai.

For Appellant : Mr.K.Chandrasekaran

For Respondents: Mr.M.Devendran

for R1 & R2

Not ready in notice reg. R3

JUDGMENT

(Heard Video Conference)

Parties to the Second Appeal have filed a Joint Memorandum of Compromise, dated 27.07.2021. All the parties have signed this Joint Memorandum of Compromise and the respective counsels have also signed the same. The same is recorded by this Court.

2. The said Joint Compromise Memo reads as follows:

1. The following terms of compromise is entered into between the parties

2.

a. The Appellant /Plaintiff is deemed to have retired as on 9.12.1997.



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b. The Appellant / Plaintiff shall not be fastened with any liability in whatsoever manner with any loss which the firm may sustain in or has sustained since inception or with any claim by any third party and /or depositor or by any other Respondents / Defendants of the firm. In the event of the retiring partner viz., the Plaintiff is fastened with any kind of liability and put to loss or damage by any claim made by any third party whether arising out of any deposit (both Principal and interest) with the firm made by such third party or claim arising out of whatsoever nature the Respondents / Defendants shall indemnify the Plaintiff against any such loss or damage.

c. It is agreed between the parties that the Appellant / Plaintiff shall not be liable for any loss if any sustained by the firm so far or which may come to light or surface in future and the Defendants alone shall be responsible. The Defendants will also be responsible for return of the deposits (both Principal and interest).

d. The Appellant /Plaintiff shall not be fastened with any statutory liability due by the Firm either in the past or in the present or in the future either by Income Tax Department or any other Department whatsoever.

e. There are deposits in the firm made by the wife and son of the Appellant / Plaintiff. Appellant /Plaintiff assures that they will not make any claim for refund of the same nor initiate any kind of proceedings. In case they claim refund of the same or initiate any kind of proceedings the Appellant / Plaintiff alone shall be liable and other Respondents / Defendants shall not be liable for any such action if taken by them.

f. It is hereby agreed that there will be no claims / cross claims against the partners of the firm that is the Appellant and the Respondents. Once this Memorandum of Compromise is signed and Decree obtained, all claims against one another will be extinguished forever so far as the firm Chithirala Finance Corporation is concerned.

g. It is mutually agreed between the Plaintiff and Defendants that they will request the Honourable Court through their respective counsel to grant permission to dispense with the physical presence of the parties in person before the Honourable High Court due to Covid 19 pandemic.

h. The Appellant / Plaintiff shall issue a paper publication about his retirement from the firm.



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i. It is mutually agreed between the Plaintiff and Defendants that once this Memorandum of Compromise is duly signed by all the parties and a decree obtained all the financial records, account books etc. pertaining to the business of the firm shall continue to remain with the Defendants as before.

j. Parties to bear their own cost through out.

k. This Memorandum of compromise is prepared in triplicate and after it is duly signed by all the parties, one copy will be kept by the Appellant and the second copy will be kept by the Respondents. The third copy shall be filed into court after having been signed by the parties, their witnesses and their respective advocates for the purpose of obtaining a decree in S.A. 1217 of 2006 on the file of Hon'ble High Court of Madras.

3. In terms of the Memorandum of Compromise, dated 27.07.2021, which shall form part of the order, this Second Appeal is disposed of. No costs. Consequently, connected miscellaneous petition is closed.

SD/-

ASSISTANT REGISTRAR

// TRUE COPY //

SUB ASSISTANT REGISTRAR

vsi2

To

1. The I Additional City Civil Judge,
Chennai.

2. The XI Assistant Judge,
City Civil Court, Chennai.

+1cc to Mr.K.Chandrasekaran, Advocate Sr.39078

+1cc to Mr.M.Devendran, Advocate Sr.39032

SA No.1217 of 2006

gj[co]

srg 26/11/2021