

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 29.04.2021

CORAM

THE HONOURABLE MR.JUSTICE ABDUL QUDDHOSE

S.A. No.2036 of 2003

and

CMP Nos.18547 of 2003 and 6808 of 2006

1. Aboobakkar
2. Fathima Beevi

Appellants

Vs

1. M/s.Mandaram Rangiah
Chetty Charties
rep. by its Trustees
No.35, Kasi Chetty Street,
Chennai - 600 079.

2. Abdul Khader

Respondents

Second Appeal filed under Section 100 of the Code of Civil Procedure against the Judgment and decree dated 12.08.2003 made in A.S. No.272 of 2002 on the file of V Fast Track Court, Chennai, confirming the Judgment and Decree dated 27.08.2002 passed in E.A. No.4194 of 1996 in E.P. No.3550 of 1993 in O.S.No.2305 of 1978 on the file of X Asst. Judge, City Civil Court, Chennai.

For appellants : M/s.Sampath Kumar & Associates
For respondents : Mr.M.Devendran for R1

JUDGMENT

The appellants and the respondents have filed a joint Memorandum of Compromise, dated 26.04.2021 before this Court by which, they have agreed to settle their disputes amicably out of Court. The same is recorded by this Court.

2. The said Joint Compromise Memo reads as follows:

1. The 1st respondent Trust filed execution petition in E.P. No.3550 of 1993 as against one Mr.Syed Akbar, based on the judgment and decree for ejectment made in O.S.No.2305 of 1978 dated 24.07.1982. Since, the 2nd Appellant was occupying

the suit schedule property as an Agreement Holder, as per the Agreement for Sale entered into between the President of the 1st respondent Trust dated 14.12.1991, the warrant for possession could not be executed as there was obstruction from Appellants and 2nd Respondent. Thereafter, the 1st respondent filed E.A.No.4194 of 1996 for removal of obstruction. After contest E.A. No.4194 of 1996 was allowed and delivery was ordered.

2. As against the order made in E.A. No.4194 of 1996 dated 27.08.2002, all the Obstructors preferred A.S. No.272 of 2002. The order of the execution Court was confirmed in the Appeal and the present appeal is pending as against the judgment and decree made in A.S. No.272 of 2002, dated 12.08.2003 by the Obstructors 1 & 2. The 3rd Obstructor was not in possession, he has been cited 2nd respondent in the appeal. He is not being represented by counsel and not contesting.

3. During pendency of the above appeal, the parties have arrived at an amicable settlement as follows :

i) The 1st Respondent's Trust has paid the sum of Rs.5,00,000/- (Rupees Five Lakhs only) each by way of Banker's Cheque in favour of M.ABOOBAKKAR, the 1st appellant and A. Fathima Beevi, the 2nd appellant.

ii) The Appellants have delivered vacant possession of the suit schedule property to the 1st Respondent's Trust.

iii) The Appellants have no claim, stake or interest over suit schedule property.

iv) The 1st respondent Trust has a right to deal with the suit schedule property in any manner whatsoever, as it likes.

4. In view of the above terms and conditions, the above second appeal may be dismissed as settled out of Court.

3. In terms of the Memorandum of Compromise, dated 26.04.2021, which shall form part of the order, this Second Appeal is disposed of. No costs. Consequently, connected miscellaneous petitions are closed.

*Xerox copy of the Memo of compromise enclosed.

Sd/-

Assistant Registrar(CS-VII)

//True Copy//

Sub Assistant Registrar

vsi2

To

1. The Judge,
V Fast Track Court,
Chennai.

2. The X Asst. Judge,
City Civil Court, Chennai.

Copy to:

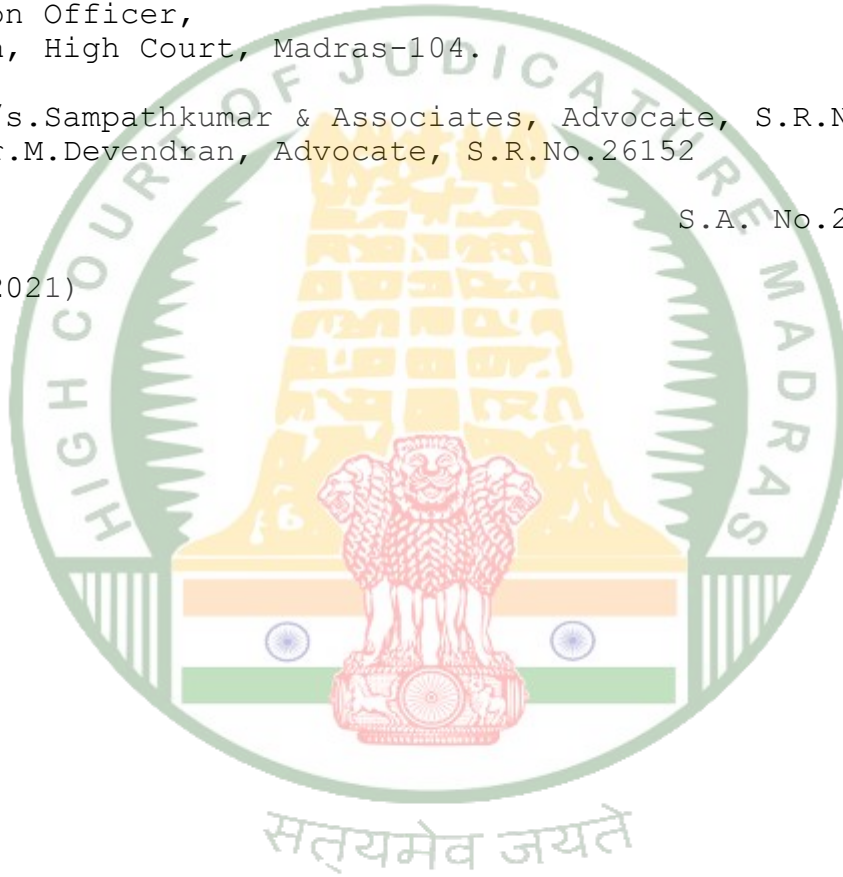
The Section Officer,
VR Section, High Court, Madras-104.

+1cc to M/s.Sampathkumar & Associates, Advocate, S.R.No.26668

+1cc to Mr.M.Devendran, Advocate, S.R.No.26152

S.A. No.2036 of 2003

SV(CO)
CB(08/07/2021)



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