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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 16.07.2021

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THE HONOURABLE MR.JUSTICE ABDUL QUDDHOSE

S.A. No.1169 of 1998

1.N.T.Thayammal
2.Geetha
3.Mangala

...Appellants

Vs

1.Kishinchand Chellaram (India)
Private Limited., Ootacamund,
represented by its duly
constituted Power of Attorney Agent
and Branch Manager,
Kishin M.Mulchandani

2.Irfan Moosa

...Respondents

PRAYER: Second Appeal filed under Section 100 C.P.C. against the Judgment and Decree of the lower appellate court dated 21.10.1997 passed in A.S.No.24 of 1996 on the file of the Sub Court, Nilgiris at Udhagamandalam reversing the Decree and Judgment dated 31.01.1996 passed in O.S.No.552 of 1991 on the file of the District Munsif Court, Udhagamandalam.

For Appellants : Mr.P.N.Radhakrishnan

For Respondent 1 : Mr.Giridhar Rao
for Mr.V.Nataraj

For Respondent 2 : Mr.S.Kingston Jerold

JUDGMENT

This second appeal has been filed challenging the reversal findings of the lower appellate court.

2. Parties to this second appeal have filed memo of compromise dated 15.07.2021. All the parties have signed in the memo of compromise and the respective counsels have also signed. The compromise memo reads as follows:

"The Appellants agree to pay the First Respondent a total sum of Rs.9,00,000/- (Rupees Nine Lakhs Only) in the following manner:-



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1.a) The Appellants have agreed to purchase the suit schedule property from the First Respondent for a sum of Rs.1,80,000/- (Rupees One Lakh Eightly Thousand Only) free of all encumbrances and the First Respondent shall execute a registered Sale Deed conveying the suit schedule property to the Appellants and the said sum shall be paid at the time of execution and registration of the sale deed. The Appellants have further agreed to pay the relevant stamp-duty, registration charges, legal charges and all other relevant fees and charges for execution and registration of the said Sale Deed.

b) The Appellants have also agreed to simultaneously pay to the First respondent a sum of Rs.7,20,000/- (Rupees Seven Lakhs Twenty Thousand Only) as compensation for occupation and use of the suit schedule property for the last few decades.

2. The payment of purchase consideration, execution and registration of the sale deed as set out in Clause 1(a) above and the payment of the compensation as specified in Clause 1(b) above shall both be completed simultaneously within 2 weeks from the date or within such extended time as the Parties may mutually agree depending on pandemic situation which extended time shall in any event not exceed beyond one week of the lifting of any Government restriction imposed regarding the functioning of the concerned Registry.

3. The Appellants shall pay interest at 12% p.a. on any sum due out of the sale consideration and the compensation specified in the clauses 1(a) and (b) above totalling to Rs.9,00,0000/- (Rupees Nine Lakhs Only) beyond the period specified in Clause 2 above.

4. In case of breach of the terms contained in Clause (2) supra by either Parties, the other party will be entitled to a decree for specific performance of the terms above mentioned, and the expenses of any legal proceedings therewith will be borne by the defaulting party.

5. The Parties submit that the above is the full and final settlement of all claims and disputes in respect of the 'Suit Schedule' property and that the parties have no further or other claims against each other.

6. The First Respondent submits that it has passed necessary Board Resolutions dated 24th June 2021 for the purpose of settling the terms of the above Memo of Compromise as above and also duly authorising its representative Mr.S.Edward Vincent, Branch Manager of its Udhagamandalam Branch at



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No..41, Commercial Road, Udhagamandalam - 643 001, Nilgiris District, to (i) execute the said Memo of Compromise on the above said terms, (ii) execute the sale deed specified in Clause 3 supra in favour of the Appellants and submit the same for registration to the concerned Registry of Assurance, and (iii) to receive the sum of Rs.9,00,000/- (Rupees Nine Lakhs Only) specified in Clause 1 supra in the manner set out therein and issue receipt/s for the same on behalf of the First Respondent in favour of the Appellants effectively discharging the Appellants from making any further payment. A true copy of the Resolution is annexed hereto.

7. The Second Respondent submits that he has no claims against any of the other parties herein, nor has any interest in the Suit Schedule Property herein by virtue of having been only the tenant of the Appellants in the Suit schedule property and having vacated the said property a few years ago and is in agreement to the terms of this Memorandum of Compromise.

8. The parties therefore hereby pray that a decree may be passed by this Hon'ble Court in terms of the above memo of compromise, and thus render justice."

3. The Compromise Memo dated 15.07.2021 is taken on record. The said Compromise Memo dated 15.07.2021 shall form part of this Judgment.

This second appeal is disposed of in terms of the memo of compromise dated 15.07.2021. No costs.

s/d-
Assistant Registrar

True Copy

Sub-Assistant Registrar

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To

1. The Sub-ordinate Judge, Dharmapuri, Dharmapuri District
2. The District Munsif Court, Udhagamandalam

+1 CC to Mr.S.Raghunathan, Advocate sr 33915.

S.A. No.1169 of 1998

RP (CO)
SP (29/10/2021)