

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 08.07.2021

CORAM

THE HONOURABLE MR. JUSTICE V.PARTHIBAN

C.S.No.93 of 2020

T.Sekar ... Plaintiff

-Vs.-

1.R.Ramanathan

2.Ramalakshmi

3.R.Raman

4.R.Mariappan

5.R.Kamala

6.M/s.Dravidian Benefit Fund Ltd.,
Rep by its Chief Executive,
No.50, EVK Sampath Road,
Vepery, Chennai-07.

... Defendants

Prayer: Civil Suit filed under Order VII Rule 1 of CPC r/w Rule 1 Order IV of the Original Side Rules, praying to pass a judgment and decree in favour of the plaintiff and as against the defendants:

a) declare the plaintiff's title to the suit property and consequently direct the defendants 1 to 5 herein to deliver vacant possession of the suit property to the plaintiff;

b)directing the defendants 1 to 5 herein to pay a compensation of Rs.9,00,000/- @ Rs.25,000/- per month from January 2017 till the date of presentation of plaint and to pay Rs.25,000/- per month from the date of plaint till delivery of possession of the suit property to the plaintiff for illegal occupation and enjoyment.

c) directing the defendants 1 to 5 to pay cost.

For Plaintiff : Mr.A.E.Ravi Chandran

For Defendants : Mr.N.Moorthi for D1 to D5

Judgment

The suit has been filed by the plaintiff seeking the above prayer.

2. When the matter is taken up for hearing, the learned counsel appearing for the parties submitted that a joint memo of compromise has been entered into between the parties. The contents of the joint memo of compromise dated 17.06.2021, are reproduced hereunder:

**“ JOINT MEMO OF COMPROMISE FILED ON
BEHALF OF THE PLAINTIFF AND THE
DEFENDANTS 1 TO 5 :
WEB COPY**

1.The plaintiff has filed the above suit for possession against the defendants 1 to 5 herein.

2.The defendants 1 to 5, had mortgaged suit

schedule property with the 6th defendant benefit fund, by way of Mortgage Deed dated 11.08.2003, registered as Document No.3015 of 2003 on the file of SRO, Kodambakkam, Chennai and defaulted in paying the monthly installments and the 6th Defendant Benefit Fund, has brought the suit property for auction and the plaintiff has purchased the suit property in public auction and Sale Deed was executed by the 6th Defendant on behalf of the Defendants 1 to 5 on 05.12.2006, registered as Document No.4745 of 2006, on the file of the SRO, Kodambakkam.

3. Aggrieved by the same the Defendants 1 to 5 filed OS have filed two suits (i) O.S.No.1444 of 2007, seeking for a Declaration to declare the Auction held on 29.10.2006, Auctioning the Suit Schedule Property as illegal and (ii) O.S.No.10047 of 2010, to declare the Sale Deed dated 04.12.2006, registered as Document No.4745 of 2006, on the file of the SRO, Kodambakkam in favour of the plaintiff as null and void. Both the suits were dismissed for non-prosecution on 05.08.2019. Thereafter, the plaintiff filed the above suit for possession from the Defendants 1 to 5 herein. The 6th Defendant is only a formal party in the suit.

4. The Plaintiff herein and the Defendants 1 to 5 herein, after a detailed discussion and deliberation, have

decided to settle the dispute once for all, by way of entering into a compromise, on the following terms and conditions:

a) The Plaintiff has agreed to pay Rs.40,00,000/- (Rupees Forty Lakhs only) to the Defendants 1 to 5 for vacating the suit property and the same is paid to the Defendants 1 to 5 herein, in the following manner:

(i) A sum of Rs.10,00,000/- (Rupees Ten Lakhs only) is paid in cash on 17.12.2020 and executed an MOU acknowledging the receipt.

(ii) The balance amount of Rs.30,00,000/- (Rupees Thirty Lakhs only) is paid as follows:

(I) A sum Rs.10,00,000/- (Rupees Ten Lakhs only) by way of cheque bearing no.522404, dated 17.06.2021, drawn on Axis Bank, Ramapuram Branch, Chennai 600 089.

(II) A sum of Rs.10,00,000/- (Rupees Ten Lakhs only) by way of cheque bearing no.522405, dated 17.06.2021, drawn on Axis Bank, Ramapuram Branch, Chennai 600 089 and

(III) A sum Rs.10,00,000/- (Rupees Ten Lakhs only) by way of cheque bearing No.522406, dated 17.06.2021, drawn on Axis Bank, Ramapuram Branch, Chennai 600 089.

In total Rs.40,00,000/- (Rupees Forty Lakhs only) paid to the Defendants 1 to 5 herein, and the Defendants 1 to 5 herein have hereby acknowledge the receipt of the said sum.

b)The Defendants 1 to 5 herein hereby acknowledge the ownership of the plaintiff herein over the suit property and handed over the vacant possession of the same to the plaintiff, on this day and the plaintiff hereby taken over possession of the suit property.

c) The Defendants 1 to 5 herein assure the plaintiff that they will not renew or continue with any kind of litigation whatsoever and hereby acknowledge the extinguishment of all their rights over the schedule property.

5.This memo of compromise is entered into between the parties voluntarily with their own free will and volition and this memo of compromise will be binding on the parties herein, their respective Legal Heirs, successor, assigns and representatives.

6.The 6th Defendant is only a formal party and hence, not a party to this Compromise.”

3. In view of the same, the suit is decreed in terms of the Joint

Memorandum of Compromise entered into between the parties and the above Joint Memorandum of Compromise shall form part of the decree.

The Court Fee is Ordered to be refunded as per law.

08.07.2021

Index : Yes/No

Internet : Yes

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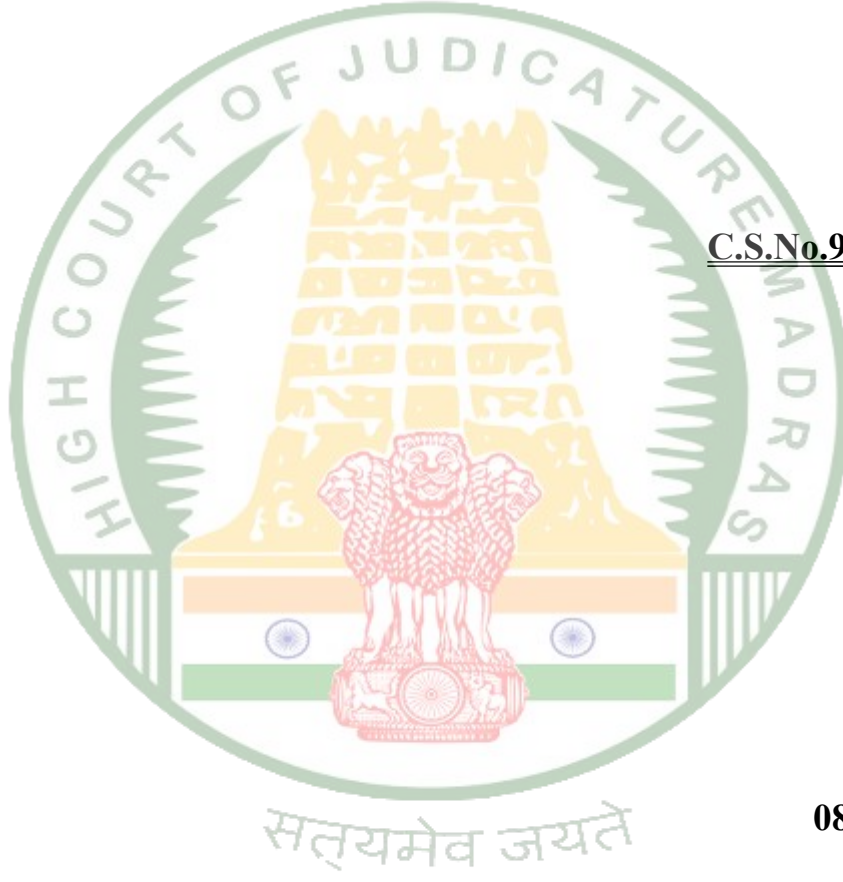
NOTE : Issue order copy on 12.07.2021



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V.PARTHIBAN, J.

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