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HIGH COURT LEGAL SERVICES COMMITTEE, CHENNAI  
Lok Adalat-I organised by the High Court Legal Services Committee  
Saturday, the 17<sup>th</sup> day of April, 2021

**LOK ADALAT AWARD**

(Chapter VI and u/s 21 of Legal Services Authorities Act, 1987)

Presided over by

**The Hon'ble Mr.JUSTICE MALAI SUBRAMANIAN (Retd.)**  
and

Member

Mr.A.Manivasakan

**C.S.No. 60 of 2015**

Civil Suit filed for a judgment and decree as follows:-

a) To pass a judgment and decree for specific performance of the Affidavit of undertaking dated 24.01.2014 executed by the 3<sup>rd</sup> defendant by directing the 3<sup>rd</sup> defendant to execute and register the Sale Deed of the suit schedule property within such time as this Hon'ble Court may direct and in such default direct execution and registration of such Sale Deed in favour of the plaintiff or its nominee by an officer of this Hon'ble Court (or)

Alternatively direct the Defendants jointly and severally to the Pay to the Plaintiff an amount of 889,716 Riyal and Saudi currency which is equivalent to almost Rs.1,38,61,775/- (One Crore Thirty Eight Lakhs Sixty One thousand seven hundred and seveny Five) in Indian Currency @ Rs.15.58/- (Fifteen rupees and Fifty Eigh paise) per Saudi Riyal as on this day of filling of this suit being the misappropriated amount along with damages of Rs.10,000,00/- (Ten Lakhs) totally Rs.1,48,61,775/- (One Crore Fourty Lakhs Sixty One thousand seven hundred and seventy five) with interest at 18% from the date of undertaking given by the defendants till the date of realization.



b) Directing the defendants to pay subsequent interest @ 12% per annum from the date of the plaint till the date of realization.

c) For the cost of this suit.

Asaas Jeddah Telecommunications,  
Rep. By its General Manager Syed Rasheed Ahmed  
Having office at A1 Labban Center,  
Palestine Street, Jeddah  
Saudi Arabia.

.. Plaintiff

Vs.

1. Abdullah Abdul Rahman  
2. J. Abdul Rahman  
3. J. Ameenur Rahman

.. Defendants

This case came up for settlement before the Lok Adalat. Both the parties are present. Mr. Sajeev Kumar, Counsel for the plaintiff and Mr. Rajasekar, Counsel for the third defendant are present.

### **TERMS OF SETTLEMENT**

It is a suit for specific performance. Mr. Syed Sajid Ahmed has been authorised by the plaintiff company to represent the case before this Forum and he is present on behalf of the plaintiff. Defendants 1 and 2 were already set ex-parte. It is reported that they have no interest in the proceedings and third defendant is present. Advocates for the plaintiff and the third defendant are also present. Plaintiff and third defendant filed a Joint Memo of Compromise duly signed by them and their learned Advocates.

2. In view of the above compromise, the suit stands disposed of as settled in accordance with the terms of the compromise. Consequently connected miscellaneous applications are closed, if any. The Joint Memo of Compromise shall form part of this



award.

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3. The full Court fee shall be refunded to the plaintiff in the manner provided under Section 69-A of the Tamil Nadu Court-Fees and Suits Valuation Act, 1955 and the Court Fees Act, 1870 as provided for under sub Sec.1 of Section 21 r/w 25 of LSA Act 1987 as amended in 1994 and there shall be no demand for additional Court fee.

Sd/-  
Plaintiff

Sd/-  
Counsel for the Plaintiff

Sd/-  
Third Defendant

Sd/-  
Counsel for third defendant

Sd/-  
**Judge**

Sd/-  
Member

Sd/-  
Assistant Registrar(LA)

//Certified to be true copy//

Sub-Assistant Registrar(OS)

To: The parties/Advocate concerned

Copy to:

1. The Secretary, High Court Legal Services Committee, Chennai.
2. The Section Officer, Original Side, High Court, Madras.
3. The Sub Assistant Registrar, Original Side, High Court, Madras.
4. The Record Keeper, Original Side, High Court, Madras.+2 copies