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CRP (PD) No.3408 of 2016



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 23.12.2021

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THE HON'BLE MR. JUSTICE **G.K.ILANTHIRAIYAN**

CRP (PD) No.3408 of 2016

and

CMP No.17334 of 2016

Plaza Maintenance & Services Limited,  
Represented by its Managing Director,  
Shop No.F97, Phase – II, Spencer Plaza,  
No.769, Anna Salai, Chennai – 600 002.

.... Petitioner

Vs

Dr.M.K.S.Samsudeen,

.... Respondent

**Prayer:** Civil Revision Petition filed under Article 227 of the Constitution of India to set aside the fair and decreetal order dated 28.01.2016 in C.M.A.No.90 of 2015 passed by the XVII Additional City Civil Court, Chennai and consequently confirming the fair and decreetal order dated 22.04.2015 in I.A.No.12844 of 2014 in O.S.No.4722 of 2014 passed by the I Assistant City Civil Court, Chennai.

For Petitioners : Mr.K.K.Muralitharan

For Respondent : Ms.J.N.Preethi  
for M/s.King & Partridge

**ORDER**



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This Civil Revision Petition has been filed as against the fair and decreetal order dated 28.01.2016 in C.M.A.No.90 of 2015 passed by the XVII Additional City Civil Court, Chennai and consequently confirming the fair and decreetal order dated 22.04.2015 in I.A.No.12844 of 2014 in O.S.No.4722 of 2014 passed by the I Assistant City Civil Court, Chennai.

2. The learned counsel for the petitioners as well as the learned counsel for the respondent submitted that the matter has been settled before the Mediation and Conciliation Centre of this Court and accordingly, the parties have entered into a compromise. The Memo of Compromise is as follows :-

### **Memo of Compromise**

*“1. Disputes and differences had arisen between the parties hereto and the petitioner in the above CRP is the maintenance company in Spencer Plaza and the respondent is the owner of shop No.F97 in First Floor in Spencer Plaza. Since, admittedly, maintenance and electricity charges remained unpaid, electricity was disconnected as per the terms of contract of services dated 01.03.1999 between the parties and the respondent had filed O.S.No.4722 of 2014 seeking permanent injunction restraining the petitioner herein from interfering with the possession of the aforesaid property by the respondent before the I Assistant City Civil Court. The*



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*petitioner herein has filed O.S.No.5112 /2016 for recovery of arrears of maintenance charges including the electricity charges against the respondent before the XVII Additional City Civil Court. The petitioner company is represented by its General Manager – Authorised signatory Mr.S.Kalyanam and the respondent Mr.M.K.S.Samsudeen is represented by his son-in-law/Power of Attorney Holder Mr.Sahul Hameed.*

*2. The matter was referred to mediation/conciliation vide an order dated 27.01.2021 pending the above CRP, at the request of both the parties. The matter was referred to the mediation centre and the parties have arrived at settlement on the following terms :*

*3. The parties agreed that Mr.Suchit Anant Palande would act as their Mediator/Conciliator.*

*4. Several meetings were held during the process of Medication/conciliation from 08.02.2021 to 13.12.2021 to and the parties have with the assistance of the Mediator/Conciliator voluntarily arrived at an amicable solution resolving the above mentioned disputes and differences.*

*5. The parties hereto confirm and declare that they have voluntarily and of their own free will arrived at this Settlement Agreement in the presence of the Mediator/Conciliator.*

*6. The following settlement has been arrived at between the parties hereto :*



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*A. The authorised signatory of the petitioner after consultation with the management had expressed that the petitioner is ready to waive even a portion in the principal amount and agreed to settle the matters with payment of Rs.12,50,000/- (Twelve Lakhs Fifty Thousand) by the respondent.*

*B. The Power of Attorney holder of the respondent, after consultation with the respondent has agreed for payment of Rs.12.5 Lakhs on or before 31.05.2021.*

*C. The respondent agreed to comply with the terms of payment as in clause (a), during the mediation sitting conducted in January 2021.*

*D. The respondent has now expressed his inability to comply with the agreed terms of payment to the petitioner and sought for a further accommodation by extension of time by three months, i.e. Till end of February 2022 for compliance of the aforesaid terms of payments and to regularize/continue on payment of monthly maintenance charges from January 2021 without any breach or default and on compliance of the above terms of payment, the petitioner has agreed to waive their claim on interest on the principal outstanding/arrears of maintenance charges.*

*E. In the meanwhile, the petitioner could withdraw the*



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*amount of Rs.2 Lakhs deposited by the respondent in Court in the connected proceeding with consent of respondent and in view of the said realisation of Rs.2,00,000/- the balance amount payable by the respondent would be Rs.10.5 Lakhs.*

*G. The petitioner has agreed that they will receive the aforesaid Rs.10.5 Lakhs in full and final settlement of their dues till December 2020 from the respondent subject to the regularizing the payment of monthly maintenance.*

*H. On the compliance of above terms and conditions, the parties have agreed to withdraw the respective cases filed by them namely O.S.No.4722/2014 and O.S.No.5112 of 2016 before the I Assistant & XVII Additional City Civil Court, as settled out of Court. The parties have agreed for the closure of the aforesaid two suits and the present CRP on completion of payment of Rs.10.5 Lakhs by the respondent and regularising monthly bill payment from January 2021 by the respondent.*

*I. In case of failure in payment of Rs.10.5 Lakhs on or before end of February 2022 i.e., 28.02.2022 by the respondent, the respondent has agreed to pay the interest at 12% p.a. from the agreement date i.e., January 2021 on the said principal amount till date of payment and the petitioner will be entitled to get the decision on merits in the above cases in Court without reference to the terms of this memo of compromise.*



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*J. The parties have agreed that in case of non-compliance of the terms and conditions above by either of the parties will render the present memo compromise as unenforceable and this memo of compromise is without prejudice to the rights and contentions as raised by the parties in their respective cases.*

*7. By singing and agreement the parties hereto state that they have no further claims or demands against each other with respect to CRP No.3408 of 2016 and all disputes and differences in this regard have been amicably settled by the parties hereto through the process of conciliation / Mediation.”*

3. In terms of the settlement arrived at between the parties which is recorded under the mediation report dated 14.12.2021, the Civil Revision Petition is disposed of as settled out of Court. Consequently, connected Miscellaneous Petition is closed. No costs.

23.12.2021

Speaking/Non-speaking order

Index : Yes/No

Internet : Yes/No

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**G.K.ILANTHIRAIYAN,J.**



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