

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated : 08.06.2021

Coram

THE HONOURABLE MR. JUSTICE M.SUNDAR

C.S.No.173 of 2021
and
O.A.Nos. 273 and 274 of 2021

M/s.Land Marvel Homes
Rep. By its Partner,
M. Palaniappan,
No.63, I Floor, L.B. Road
Adyar, Chennai 600 020

...Plaintiff

Vs.

1. C. Rajendra Kumar
S/o. Late Chandmal

2. C. Shyam Sundar
S/o. late Chandmal

3. M. Padmanabhan
S/o. Munusamy Naidu

4. P. Malliga Natarajan
Wife of Mr. Natarajan

... Defendants

Plaint filed under Order IV Rule 1 of O.S. Rules read with Order VII Rule I of C.P.C praying for a declaration, declaring that the Sale Deed dated 25.02.2021 executed by the 1st and 2nd defendants in favour of the 4th

defendant which had been registered as a document bearing No.512 of 2021, at SRO Adyar as null and void and not binding on the plaintiff and for a Permanent Injunction restraining the defendants or their men, agents, servants, representatives, assigns or any person claiming through them or under them from in any manner disturbing the Plaintiff's peaceful possession and enjoyment of the Schedule C Property and for a Permanent Injunction restraining the 4th defendant or her men, agents, servants, representatives, assigns or any person claiming through her or under her from in any manner directly or indirectly alienating / dealing with, altering / demolishing the Schedule C property and for a Mandatory Injunction directing the 1st and 2nd defendants to execute an appropriate Power of Attorney in favour of the Plaintiff for the 42% of the Undivided Divided Share in the Schedule B property which is the Schedule D property and for directing the 1st and 2nd defendants to refund the refundable advance amount of Rs.5,00,000/- to the plaintiff and for directing the defendants jointly and severally to pay a sum of Rs.1,00,00,000/- (Rupees One Crore only) to the plaintiff towards the damages and the costs of this suit.

For Plaintiff : Mr. K.V. Babu
assisted by Mr.D.Kannan
for Ms.Inthu Karunakaran

For Defendants : Mr. A. Aravindan

JUDGMENT

Mr. K.V. Babu assisted by Mr. D. Kannan representing counsel on record for the sole plaintiff and Mr.A. Aravindan, learned counsel on record for all the four defendants are before this Virtual Court i.e., a web-hearing on a video conferencing platform.

2. On a joint request made by both sides, this suit was listed under the cause list caption 'FOR WITHDRAWAL', but when the matter was taken up today, aforementioned learned counsel on both sides submitted that all the parties to the suit have joined, are before this Virtual Court and they requested for a compromise decree in the suit in terms of a Memorandum of Compromise dated 07.06.2021. It was submitted by both sides that one of the defendants is a octogenarian and it would be desirable to treat this matter as one falling in extremely urgent category as the elderly defendant would be able to taste the fruits of the decree and there is going to be no contest. A scanned reproduction of the Memorandum of Compromise is as follows:

IN THE HIGH COURT OF JUDICATURE AT MADRAS
(Ordinary Original Civil Jurisdiction)

C.S. No. 173 of 2021

M/s. Land Marvel Homes,
Rep. by its Partner,
M. Palaniappan,
N. 63, 1 Floor, L.B. Road,
Adyar, Chennai - 600 020

1. C. Rajendrakumar,
S/o. Late Channal

2. C. Thyagar Sundar,
S/o. Late Channal

Both are residing at:
No. 14, M. 10 Street,
St. Thomas Mount,
Chennai - 600 073

3. M. Palaniappan,
S/o. K. Manassay Nadu,
No. 5, Anna Street,
Kandarpuram, Seemadram,
Chennai - 600 073

4. P. Mariga Nataraj,
W/o. Mr. Rataraj,
No. 215, 1st East Street,
Anna Nagar, Madurai - 625 001

... Defendants

**COMPROMISE MEMO BETWEEN PLAINTIFF AND
FIRST, SECOND & THIRD DEFENDANTS UNDER
ORDER XXIII RULE 3 OF CPC**

Plaintiff and 1st, 2nd & 3rd Defendants beg to submit as follows:

1. It is submitted that the Plaintiff and 1st & 2nd Defendants put for declaration
declaring the Sale Deed dated 25.02.2021 executed by 1st & 2nd Defendants in
favor of the 4th Defendant in Ord. No. 312/2021 at Sub Registrar Office, Adyar
as Null and Void and other consequential reliefs as mentioned in the prayer of
the suit.

M. Palaniappan
Partner

C. Rajendrakumar
S/o. Late Channal

25/03/2021

2 It is submitted that 1st& 2nd Defendants are the owners of the Suit Schedule property and plaintiff has entered into a Joint Development Agreement dated 28.02.2005 with them in respect of the said suit schedule property. It is submitted that there arose dispute between the parties in respect of the said Joint Development Agreement which resulted in filing of the above suit by the Plaintiff including criminal complaints.

3 It is submitted that on receipt of the notice in Appln. No. 273/2021 in the above suit, S. No. 173/2021, the counsels appearing for the parties took efforts to settle the entire issue amicably between the parties which resulted in filing this Compromise Memo on the terms and conditions herein set forth:

(i) The 1st& 2nd Defendants offered to pay a sum of Rs. 4 crore to the plaintiff on condition that the plaintiff shall relinquish all their right, title, interest, claim, etc in any manner in respect of the suit property and the plaintiff has also accepted the offer and received the said sum by way of two Demand Drafts in the following manner:

a) Rs. 50,00,000/- (Rupees Fifty Lakhs Only) in Demand Draft No. 171953 dated 03/06/2021 Drawn in favour of the plaintiff at Kotak Mahindra Bank, R.A. Puram Branch, Chennai.

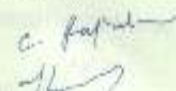
b) Rs. 50,00,000/- (Rupees Fifty Lakhs Only) in Demand Draft No. 171959 dated 03/06/2021 Drawn in favour of the plaintiff at Kotak Mahindra Bank, R.A. Puram Branch, Chennai.

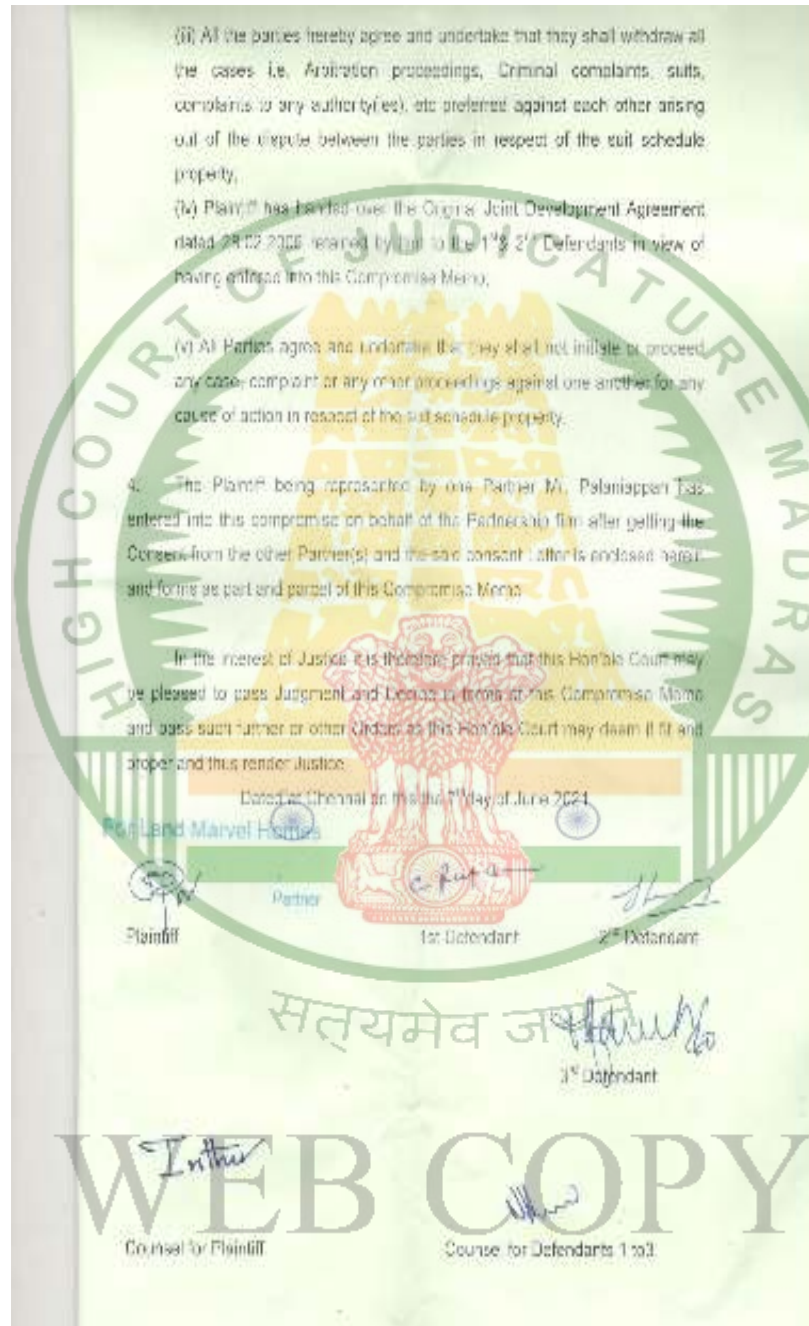
towards full and final settlement and thereby Plaintiff and his Partners relinquish all their right, title, interest, claim, etc in any manner including possession in respect of the suit schedule property.

सत्यमेव जयते

(i) Plaintiff hereby undertakes that neither the plaintiff nor any men agents, servants, representatives, assigns or anyone claiming under the plaintiff shall interfere with the 1st defendant's possession as detailed under the Sale Deed dated 25.07.2021 Registered as Doc. No. 512/2021 at Sub Registrar Office, Adyar in respect of the suit schedule property or for Successors in title in any manner whatsoever.

For Land Marvel Homes

 : 



3. On behalf of plaintiff firm, Mr. M. Palaniappan, son of late VR.Muthuraman, Partner in the plaintiff firm, who has verified the plaint and all the four defendants have joined this Virtual Court. Mr. M. Palaniappan was identified by Mr. K.V. Babu and the four defendants were identified by Mr. A.Aravindan.

4. Learned counsel and their respective clients submitted that owing to the Corona virus pandemic and the consequent lock down, which is being referred to as 'COVID-19' situation and due to hearing in virtual court, their presence online in this hearing may please be treated as appearance for recording the Memorandum of Compromise. This request is acceded to.

5. Be that as it may, all the aforementioned parties to the suit were queried by the court as to whether they have fully understood the terms, its consequences and as to whether a compromise decree can be passed in the aforementioned suit in terms of the Memorandum of Compromise. All the aforementioned five parties to the lis answered in unison in affirmative. This is recorded. All the parties confirmed that the Memorandum of Compromise has been signed by all the parties (who signed the same) and their respective counsel in the presence of each other and the Memo filed by fourth defendant

6. The fourth defendant submitted when queried by Court (in addition to answering in affirmative) that she has also filed a memo dated 04.06.2021. The memo filed by the fourth defendant is as follows:



7. To be noted, there is a correction in the date in the memo filed by fourth defendant, this Court is informed that the correct date is 07.06.2021. All the parties and the counsel agree on this (including fourth defendant). There is no dispute on this. In any event, fourth defendant who joined the virtual court reiterates the contents of the memo. Therefore, this is recorded and the memo of fourth defendant is recorded to be dated 07.06.2021.

8. The other defendants confirmed that they have perused the memo filed by the fourth defendant and they supplement the same.

9. Captioned suit C.S.No.173 of 2021 is decreed in terms of the aforementioned Memorandum of Compromise dated 07.06.2021 and this Memorandum of Compromise shall form part of the Judgment and decree. There shall be no order as to costs. Consequently, connected applications are closed.

WEB COPY

08.06.2021

bga/gpa

C.S.No.173 of 2021

M.SUNDAR. J

bga/gpa



C.S.No.No.173 of 2021

and

O.A.Nos. 273 and 274 of 2021

WEB COPY

08.06.2021