

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated: 09.03.2021

Coram:

THE HONOURABLE MR.JUSTICE R.PONGIAPPAN

Civil Suit No.707 of 2016
and Application No.928 of 2021

G.Sumithran,
S/o.V.N.Gangadharan,
No.18, Plot No.2, Third Cross Street,
Seshadripuram, Baby Nagar,
Velachery, Chennai - 600 042.

... Plaintiff

versus

1.S.Thankaswamy,
No.26/38, Giriappa Road,
T.Nagar, Chennai - 600 017.

2.Saroja Venugopalan

3.Ramakrishnan

4.Kamala Prakash
2 to 4 are residing at
New No.16/13, Old No.16/3,
Third Main Road, Raja Annamalaipuram,
Chennai - 600 028.

5.Dr.Venkateswaran

6.P.S.Ramanathan (deceased)

7.Radhalakshmi,
5 to 7 are residing at
No.592, C-3, Srirangapalayam,
Pudupalayam, Rajapalayam - 626 117.

8.R.Subbulakshmi,
D/o.Ramanathan,
No.592, C-3, Srirangapalayam,
Pudupalayam, Rajapalayam - 626 117.
(8th defendant is brought on record as
LRs of the deceased 6th defendant as
per order dated 29.07.2019 in
Application No.4636 of 2019)

Defendants

PRAYER: Civil Suit filed under Order IV Rule 1 of the Original Side Rules read with Order VII Rule 1 of Code of Civil Procedure, praying to pass a judgment and decree in favour of the plaintiff;

(i) to direct the defendants to specifically perform their part of the obligations of the Memorandum of Understanding dated 03.08.2014 by executing and registering sale deed or deeds in respect of the suit property in the name of the plaintiff on receipt of the balance sale consideration of Rs.20,00,000/- on a date to be fixed by this Court and in default, direct the Court to execute and register the sale deed or deeds in respect of the plaint schedule property in favour of the plaintiff at the expenses of the plaintiff on deposit of balance sale consideration payable

by him to the credit of the suit or in the alternative direct the defendants to refund to the plaintiff the advance amount of Rs.30,00,000/- paid by the plaintiff with interest at the rate of 24% per annum on the said sum from the date of entering into Memorandum of Understanding dated 03.08.2014 till the date of payment; and

(ii) for costs of the suit.

For Plaintiff : Mr.Shibi Chakravarthy
for Mr.S.Dhayaleswaran

For Defendant No.1 : No Appearance

For Defendant No.6 : Died

For Defendant Nos.2 to 5, 7 & 8 : Mr.R.Ashwanth
for Mr.T.Thiyagarajan

JUDGMENT

The plaintiff, namely, G.Sumithran, has filed this suit in C.S.No.707 of 2016, praying the relief of direction, directing the defendants to specifically perform their part of the obligations of the Memorandum of Understanding dated 03.08.2014 by executing and registering sale deed or deeds in respect of the suit property in the name of the plaintiff on receipt of the balance sale consideration of Rs.20,00,000/- on a date to be fixed by this Court and in default, direct the Court to execute and register the sale deed or

deeds in respect of the plaint schedule property in favour of the plaintiff at the expenses of the plaintiff on deposit of balance sale consideration payable by him to the credit of the suit or in the alternatively direct the defendants to refund to the plaintiff the advance amount of Rs.30,00,000/- paid by the plaintiff with interest at the rate of 24% per annum on the said sum from the date of entering into Memorandum of Understanding dated 03.08.2014 till the date of payment.

2. When at the time, the suit was posted for framing issues, on 04.01.2021, the plaintiff herein has filed a memo for not pressing the suit as against the first defendant. The said Memo was recorded. Subsequent to that, on 04.01.2021, both the plaintiff and the defendants had filed a Joint Memo of Compromise and prayed to record the same in the suit.

3. While at the time of perusal of the said Joint Memo of Compromise, it seems that on behalf of the third defendant, second defendant, namely, Saroja Venugopalan has signed as a party to the

proceedings. Therefore, this Court directed the learned counsel for the second defendant to file an appropriate application for recognising the power given by the third defendant in favour of the second defendant.

4. Obeying the order passed by this Court dated 05.01.2021, the second defendant has filed the application in A.No.928 of 2021, praying to recognise the Power of Attorney given by the third defendant in favour of the second defendant. Since the plaintiff has not objected for the same, the said application is allowed.

5. Today, when the suit is taken up for hearing, both the plaintiff and the defendants 2 to 5, 7 and 8, are appeared before this Court through Video Conferencing. The terms of settlement executed between them was read over to the parties and thereafter, all the parties are admitted the same, as correct one. Hence, in view of the same, the compromise arrived at between the plaintiff and the defendants, are recorded.

6. Accordingly, this Civil Suit is decreed, in terms of the Joint Memo of Compromise filed both by the plaintiff and the defendants 2 to 5, 7 and 8. Joint Compromise Memo filed by either parties shall form part of the decree. Registry is directed to refund the entire Court fee to the plaintiff after deducting the commission. No order as to costs.

09.03.2021

Speaking Order/Non Speaking Order
Index : Yes / No
Internet : Yes
sri



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R.PONGIAPPAN, J.
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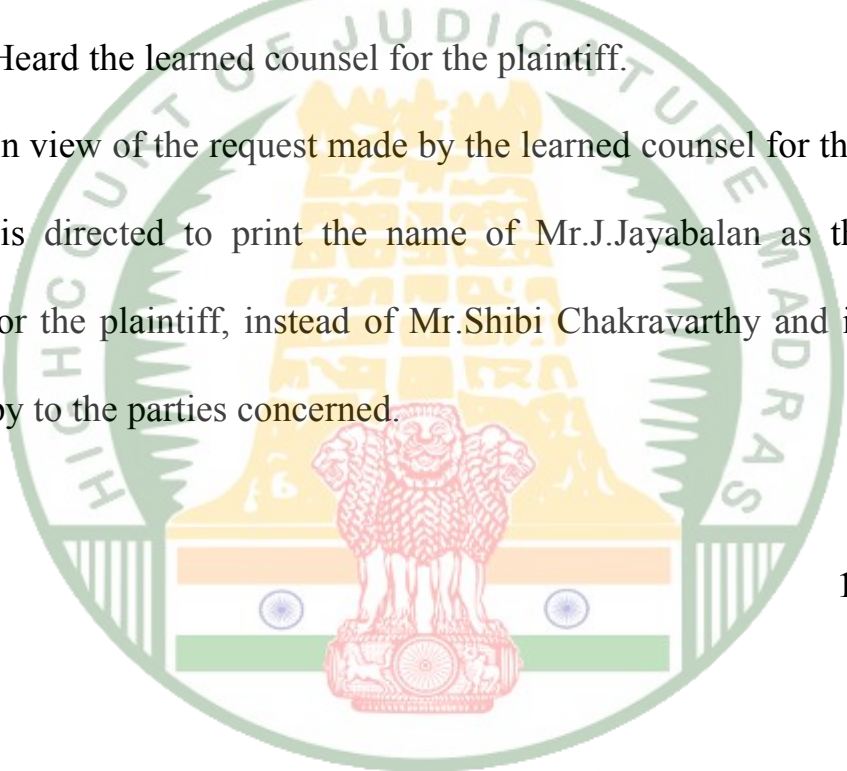
This matter is listed today under the caption 'for being mentioned', at the instance of the learned counsel for the plaintiff.

2. Heard the learned counsel for the plaintiff.

3. In view of the request made by the learned counsel for the plaintiff, Registry is directed to print the name of Mr.J.Jayabalan as the learned counsel for the plaintiff, instead of Mr.Shibi Chakravarthy and issue fresh Order copy to the parties concerned.

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17.04.2021



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