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IN THE HIGH COURT OF JUDICATURE AT MADRAS

(ORDINARY ORIGINAL CIVIL JURISDICTION)

THURSDAY, THE 26TH DAY OF AUGUST 2021

THE HON'BLE MR. JUSTICE V.PARTHIBAN

C.S. No.495 of 2019

and

A.No.7928 of 2019

and

A. Nos.627 & 628 of 2021

C.S. No.495 of 2019

and

A.No.7928 of 2019

1.Kakollu Prasad
S/o. Vengaiah,
D.No.76, 8/1-11/2,
Lalitha Nagar,
Bhavanipuram,
Vijayawada 520 012,
Krishna District,
Andhra Pradesh.

2.Kakarla Ravindra
S/o.Ramanaiah,
D.No.76, 8//1-8
Telephone Colony,
Bhavanipuram,
Vijayawada 520 012,
Krishna District,
Andhra Pradesh.

3.Yamala Ramesh
S/o.Ankaiah,
No.76-10-8/4,
Gandhi Statue Road,
Bhavanipuram,
Vijayawada 520 012,
Krishna District,



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Andhra Pradesh.

----Plaintiffs/Applicants

versus

K.V.Rathinam
S/o. Thirupathiayya,
No.1438-A, 5th Main Road,
Anna Nagar West,
Chennai 600 040.

And Also at
No.903, J-Block,
17th Street,
Anna Nagar West,
Chennai 600 040.

... Defendant/Respondent

C.S. No.495 of 2019

Civil Suit praying that this Hon'ble Court may be pleased to pass and judgement and decree against the defendant:-

- a) To pay a sum of Rs.5,00,00,000/- (Rupees Five Crores only) damages and compensation; and
- b) To pay the cost of the suit.

A. No.7928 of 2019

Application praying that this Hon'ble Court be pleased to direct the Respondents/respondents to furnish a security within a specified time to the tune of Rs,5,00,00,000/- as may be sufficient to satisfy the decree that may be passed in the above Civil Suit on the file of this Hon'ble Court and on their failure to furnish security, this Honble Court may be pleased to order



that the measuring about 413.25 sq.ft of plinth area with concealed wiring, grey mosaic, with rolling shutters, common water tank for the shop owners and first owners at the top floor and a common toilet at the rear of the shops area for the exclusive use of the shop owners, the building put up utilizing the 1/25th undivided share in the land of 1/25th share in the West Madras Neighbourhood and bearing Plot No.C 35 Second Avenue Aringar Anna Nagar, Madras 40 R.S.No.207/7 Part of Koyambedu Village now coming under the Thirumangalam Village measuring 5525 sq.ft and situate within the Sub Registration of District of Anna Nagar and Registration of Chennai Central which are specified in the schedule to the petition filed herewith be attached before judgement until the satisfaction of the decree pending disposal of the suit.

A. Nos.627 & 628 of 2021

K.V.Rathinam
S/o. Thirupathiayya,
No.1438-A, 5th Main Road,
Anna Nagar West,
Chennai 600 040.

And Also at
No.903, J-Block,
17th Street,
Anna Nagar West,
Chennai 600 040.

... Applicant/Defendant

VS



D.No.76, 8/1-11/2,
Lalitha Nagar,
Bhavanipuram,
Vijayawada 520 012,
Krishna District,
Andhra Pradesh.

2.Kakarla Ravindra
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3.Yamala Ramesh
S/o.Ankaiah,
No.76-10-8/4,
Gandhi Statue Road,
Bhavanipuram,
Vijayawada 520 012,
Krishna District,
Andhra Pradesh.

----Respondents/Plaintiffs

A. No.627 of 2021

Application praying that this Hon'ble Court be pleased to reject the
plaint in C.S.No.495 of 2019 in view of legal bar and for want of cause of
action.

A. No.628 of 2021

Application praying that this Hon'ble Court be pleased to condone
the delay of 425 days in filing the written statement in the above suit.

This Civil Suit along with these applications coming on this day before this



Court for hearing in the presence of Mr.A.Ilayaperumal, advocate for the plaintiffs in C.S.No.495 of 2019 and for the applicants in A.No.7928 of 2019 and for the respondents in A.Nos.627 and 628 of 2021 and Mr.E.Sathyaraj, advocate for the defendant in C.S.No.495 of 2019 and for the respondent in A.No.7928 of 2019 and for the applicants in A.Nos.627 and 628 of 2021 and upon reading the plaint alongwith mediation report and Joint Compromise Memo dated 21.08.2021 filed in C.S.No.495 of 2019 and the Judges Summons and the affidavit of Kakollu Prasad filed in A.No.7928 of 2019 and the Judges Summons and the affidavit of K.V.Rathinam filed in A.Nos.627 and 628 of 2021 and the said Joint Compromise Memo signed by the Plaintiffs and the defendant and their respective advocates and the said advocates for the parties hereto praying this court to pass a decree in terms of the joint compromise memo morefully setout in the schedule hereunder and

it is interms there of, ordered and decreed as follows:-

That the defendant herein do hereby handed over the two original sale Deeds dated 08.12.2006 in Documents Nos.4364 & 4365 of 2006 and the parents documents which are all stated in the Schedule-B hereunder to the 1st plaintiff and the 1st plaintiff has also received the same and the plaintiffs herein do hereby agreed to withdraw the case which are



2020 which is also pending before the Learned Judicial Magistrate, Tiruttani.

2. That the defendant herein do hereby agreed and assured that he shall not proceed with any case as against the plaintiffs and their properties which are all mentioned in the two sale deed dated 08.12.2006 in Documents Nos.4364 & 4365 of 2006 and its parent documents by claiming any right or title or any kind of claims herein after or in future.

3. That the defendant herein do hereby agreed and assured that he shall not proceed further in Formerly known as C.S.No.194 of 2013, before this Hon'ble Court, presently in O.S.Sr.No.1150 of 2016 on the file of the Principal District Judge, Tiruvallur and the defendant also assured that he shall withdraw O.S.Sr.No.1150 of 2016 on the file of the Principal District Judge, Tiruvallur and further assures that he shall not proceed with the above said case or with any other case herein after or in the near future as against the plaintiffs and their properties which are mentioned in the Schedule-A hereunder in any manner.

4. That the defendant herein do hereby promised and assured that he has not created any encumbrance or alienated or made any kind of transaction over the documents which are mentioned in the schedule hereunder.

5. That the defendant herein having not received any kind of loan or



payment by pledging the documents from the third party or from the Banks or any other Financial Institutions which are mentioned in the Schedule A & B hereunder and do hereby assures that he has not created any kind of charge or mortgage over the schedule mentioned documents and the properties and no due amounts are pending which ought have to be paid on the schedule mentioned properties and documents.

6. That the defendant herein do hereby assured and promised that he shall not interfere in the schedule mentioned documents and properties in any manner including his men(or) agents (or) servants (or) authorized persons and etc., in any of the circumstances.

7. That the plaintiffs herein do hereby agreed and assured that they are ready to give consent affidavit to quash the criminal proceedings in C.C.No.30 of 2020 on the file of the Judicial Magistrate, Tiruttani, which is pending against the defendant.

8. That the defendant herein, do hereby assured and promised that he shall not take advantage of withdrawal of the Civil Suit in C.S.No.495 of 2019 and quashing of the criminal proceedings in C.C.No.30 of 2020 and he shall not give any troubles to the plaintiffs and their properties by claiming anything in any manner herein after or in future.

9. That the defendant herein do hereby agreed and assured that he shall not disturb the peaceful possession and enjoyment of the properties of



the plaintiffs which are all mentioned, in the schedule of documents.

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10. That the defendant herein do hereby assured and promised that he has not created any kind of document or alienation or etc., on the basis of the above said two documents i.e., Memorandum of Understanding Agreement dated 05.10.2008 and Memorandum of Agreement dated 07.08.2010, since the plaintiffs are denying the execution of the Memorandum of Understanding dated 05.10.2008 and Memorandum of Agreement dated 07.08.2010, in the presence of well wishers it has been destroyed.

11. That the plaintiffs herein do hereby agreed and assured that they shall not give any further complaint or they shall not file any kind of cases including the criminal cases as against the defendant on the basis of in O.S.Sr.No.1150 of 2016 and original plaint documents, Memorandum of Understanding Agreement dated 05.10.2008 and Memorandum of Agreement dated 07.08.2010 hereinafter or in future.

12. That the plaintiffs herein do hereby undertakes that they shall not claim anything or no complaint or any kind of dispute shall be given or no demand shall be raised hereinafter or in future as against the defendant in respect of holding all original documents all these years.

13. That the plaintiffs and the defendant herein do hereby have assured and undertake that they shall not make or demand any single



amount from the suit amount of Rs.5,00,00,000/- (Rupees Five Crores Only)

herein after or in future as against the defendant.

14. That the plaintiffs and defendant herein do hereby have agreed and hereby undertake that there is no further claim against each other either in the present suit and they have further agreed and undertake that they shall not demand any amount against each other.

15. That a certificate under Section 69 of The Tamil Nadu Court Fees and Suits Valuation Act 1955 (Amended Act), do issue herein, out of and under the seal of this Court in favour of 1.Kakollu Prasad 2.Kakarla Ravindra 3.Yamala Ramesh, the Plaintiffs herein, authorising them to receive from the Pay and Accounts office, High Court, Chennai, a sum of Rs.5,03,525/- (Rupees Five Lakhs Three Thousand Five Hundred and Twenty Five only) being the entire Court fee paid on the plaint by the plaintiffs herein.

16. That these A.Nos.7928 of 2019, 627 & 628 of 2021 do stand closed.

17. That there shall be no order as to costs of this suit.

Schedule

Mediation report + Joint Compromise memo + Schedule A & B +I

Authorization Affidavit



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06.09.2021

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C.S. No.495 of 2019
and
A.No.7928 of 2019
and
A. Nos.627 & 628 of 2020

ORDER:-

DATED : 26.08.2021

THE HON'BLE MR.JUSTICE
V.PARTHIBAN

FOR APPROVAL: 06.09.2021

APPROVED ON: 06.09.2021



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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 26.08.2021

CORAM:

THE HONOURABLE MR.JUSTICE V. PARTHIBAN

Civil Suit No.495 of 2019
and A.Nos.627 & 628 of 2021
and A.No.7928 of 2019

1.Kakollu Prasad
2.Kakarla Ravindra
3.Yamala Ramesh

... Plaintiffs

versus

K.V.Rathinam

... Defendant

Prayer: Complaint filed under Order IV Rule 1 of High Court Original Side Rules read with Order VII Rule 1 of C.P.C., praying for the following judgment and decree;

- a) to pay a sum of Rs.5,00,00,000/- (Rupees Five Crores Only) damages and compensation; and
- b) to pay the cost of the suit.

For Plaintiffs : Mr.A.Ilaya Perumal

For Defendant : Mr.E.Sathyaraj

JUDGMENT



counsel for the plaintiffs and the learned counsel for the defendant appeared before this Court through Video Conferencing. They have filed a Joint Compromise Memo and submitted that, the matter has been settled between the parties before the Mediation. The said Joint Compromise Memo dated 21.08.2021 has been duly signed by the parties and attested by their counsel. The learned counsels represented that the suit may be decreed with a direction to the Registry for refund of the Court Fee paid by the plaintiffs, in terms of the Tamil Nadu Court Fees and Suits Valuation Act, 1955.

2. Accordingly, this Civil Suit is decreed, in terms of the Joint Compromise Memo filed both by the plaintiffs and the defendant. The Joint Compromise Memo shall form part of the decree. Registry is directed to refund the admissible Court Fee to the plaintiffs, in terms of the Original Side Rules read with the Tamil Nadu Court Fees and Suits Valuation Act, 1955. Consequently, connected Applications are closed. However, there is no order as to costs.

Sd./- V.P.N.J
26.08.2021

//Certified to be true copy//
Dated at Madras this the day of 2021.

COURT OFFICER(O.S.)
From 25th Day of September 2008 the Registry is issuing certified copies of the Orders/Judgments/Decrees in this format.