

IN THE HIGH COURT OF JUDICATURE AT MADRAS

(ORDINARY ORIGINAL CIVIL JURISDICTION)

TUESDAY, THE 26TH DAY OF OCTOBER 2021

THE HON'BLE MR. JUSTICE N. SESHASAYEE

C.S.No. 293 of 2017

Tvl. T.K.K.N.N. Vysya Charities,
Rep.by its Managing Trustee,
Mr. D.V.S. Prasad,
New No.83, Venkatarangam Pillai Street,
Triplicane, Chennai – 05.

... Plaintiff

-Vs-

1. Global Plastics,
Rep.by its Proprietor,
Mr. S.P. Jeyaprakash,
Plot No.37, Old Door No.4, New Door No.7,
Rama Rao Road, Mylapore, Chennai – 4.
2. Mahalakshmi Industries,
Rep.by its Managing Partner
Mr. S.P. Jeyaprakash,
Plot No. 37, Old Door No. 4, New Door No.7,
Rama Rao Road, Mylapore,
Chennai – 4.
3. Mrs. Gayathri Guptha,
M/s. Mahalakshmi Industries, Partner,
At Old No.36, New No.83,
Venkatarangam Pillai Street,
Triplicane, Chennai – 5.
4. Mr. A. Srinivas,
M/s. Mahalakshmi Industries, Partner,
at Old No. 36, New No. 83,
Venkatarangam Pillai Street,
Triplicane, Chennai – 5.

5. Mr. J. Vijay,
Rep.by its Partner,
M/s. Mahalakshmi Industries,
Plot No.37, Old Door No.4, New Door No. 7,
Rama Rao Road,
Mylapore,
Chennai – 600 004.

... Defendants

Civil suit praying that this Hon'ble Court be pleased to pass a judgment and decree :-

a) Directing the defendants to pay a sum of Rs.1,20,85,500/- (Rupees One Crore Twenty Lakhs Eighty Five Thousand Five Hundred only) towards damages/arrears of rent as the case may be for the unauthorized use and occupation of the property from March 2014 from the date of termination of the tenancy till the date of institution of the suit.

b) To award future rent/damages at the same rate or such other higher rate that this Hon'ble Court deem fit to award from the date of institution of the suit till the date of delivery.

c) To direct the defendants to pay the costs of the suit.

This suit alongwith the C.S.No.286 of 2017 coming on this day before this Court for hearing in the presence of Mr.S.N.Kirubanandam, Advocate for the Plaintiff herein and Mr.N.Jayakumar, Advocate for the Defendants herein and upon reading the plaint filed herein and Common Memorandum of Compromise signed by the plaintiffs and the defendants with their

respective advocate and the said advocate for the parties hereto, **it is ordered as follows:-**

That the suit in C.S.No.293 of 2017, be and is hereby dismissed as settled out of Court.

2. That a certificate under section 69 of Tamil Nadu Court Fees and Suits Valuation Act, 1955 do issue herein out of and under the seal of this Court in favour of Tvl.T.K.K.N.N.Vysya Charities, Rep.by its Managing Trustee, Mr. D.V.S. Prasad, the plaintiff in C.S.No. 293 of 2017 authorising them, to receive from the Pay and Accounts Office, High Court, Madras, a sum of Rs.1,24,380/- (Rupees One Lakh Twenty Four Thousand Three Hundred and Eighty only) being entire Court Fee paid on the plaint by the plaintiff herein.

3. That there shall be no costs of this suit.

WITNESS THE HON'BLE MR. JUSTICE SANJIB BANERJEE,
CHIEF JUSTICE, HIGH COURT AT MADRAS AFORESAID, THIS THE
26TH DAY OF OCTOBER 2021.

Sd/-

ASSISTANT REGISTRAR (O.S-I)

//Certified to be true copy//

Dated at Madras this the day of 2022.

COURT OFFICER(O.S.)

From 25th Day of September 2008 the Registry is issuing certified copies of the Orders/Judgments/Decrees in this format.

ED

08.02.2022

C.S.No. 293 of 2017

ORDER:

DATED : 26/10/2021

THE HON'BLE MR. JUSTICE
N. SESHASAYEE

FOR APPROVAL: 10.02.2022

APPROVED ON : 14.02.2022

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 26.10.2021

CORAM : JUSTICE N.SESHASAYEE

C.S.Nos.286 & 293 of 2017**C.S.No.286 of 2017**

Tvl.T.K.K.N.N. Vysya Charities,
Rep. by its Managing Trustee,
Mr.D.V.S. Prasad,
New No.83, Venkatarangam Pillai Street,
Triplicane, Chennai - 05.

... Plaintiff

Vs.

- 1.M/s.Shanthi Engineering Works,
Rep. by Mr.Vijay, Managing Partner,
Old No.36, New No.83,
Venkatarangam Pillai Street,
Triplicane, Chennai - 5.
- 2.Mr.A.Sreenivas, Partner,
M/s.Shanthi Engineering Works,
Old No.36, New No.83,
Venkatarangam Pillai Street,
Triplicane, Chennai - 5.
- 3.Mrs.J.Visalakshi, Partner,
M/s. Shanthi Engineering Works,
Plot No.37, Old door No.4, New Door No.7,
Rama Rao Road, Mylapore,
Chennai - 600 004.
- 4.Mrs.Gayathri Gupta, Partner,
M/s. Shanthi Engineering Works,
Old No.36, New No.83,
Venkatarangam Pillai Street,
Triplicane, Chennai - 5.

... Defendants

C.S.No.293 of 2017

Tvl.T.K.K.N.N. Vysya Charities,
Rep. by its Managing Trustee,
Mr.D.V.S. Prasad,
New No.83, Venkatarangam Pillai Street,
Triplicane, Chennai - 05.

... Plaintiff

Vs.

1.Global Plastics,
Rep. by its Proprietor,
Mr.S.P.Jeyaprakash,
Plot No.37, Old Door No.4,
New Door No.7,
Ramam Rao Road, Mylapore,
Chennai - 4.

2.Mahalakshmi Industries,
Rep. by its Managing Partner,
Mr.S.P.Jeyaprakash,
Plot No.37, Old Door No.4,
New Door No.7, Rama Rao Road,
Mylapore, Chennai - 4.

3.Mrs.Gayathri Guptha,
M/s.Mahalakshmi Industries, Partner,
At Old No.36, New No.83,
Venkatarangam Pillai Street,
Triplicane, Chennai - 5.

4.Mr.A.Srinivas,
M/s. Mahalakshmi Industries, Partner,
At Old No.36, New No.83,
Venkatarangam Pillai Street,
Triplicane, Chennai - 5.

5.Mr.J.Vijay,
Rep. by its Partner,
M/s.Mahalakshmi Industries,
Plot No.37, Old door No.4,
New Door No.7, Rama Rao Road,
Mylapore, Chennai - 600 004.

... Defendants

PRAYER in C.S.No.286 of 2017: Civil Suit filed under Order IV Rule 1 of OS Rules read with Order VII Rule 1 of C.P.C :

- (a) Directing the defendant to pay a sum of Rs.79,16,475/- towards damages for arrears of rent as the case may be for the unauthorized use and occupation of the property on and from March 2014 from the termination of the tenancy till the date of institution of the suit.
- (b) To award future rent at the same rate or such other higher rate that this Hon'ble Court deem fit to award from the date of institution of the suit till the date of delivery.
- (c) To direct the defendant to pay the costs of the suit
- (d) To pass such further or other orders and thus render justice.

PRAYER in C.S.No.293 of 2017: Civil Suit filed under Order IV Rule 1 of OS Rules read with Order VII Rule 1 of C.P.C :

- (a) Directing the defendants to pay a sum of Rs.1,20,85,500/- (Rupees One Crore Twenty Lakhs Eighty Five Thousand Five Hundred Only) towards damages/arrears of rent as the case may be for the unauthorized use and occupation of the property from March 2014 from the date of termination of the tenancy till the date of institution of the suit.
- (b) To award future rent/damages at the same rate or such other higher rate that this Hon'ble Court deem fit to award from the date of institution of the suit till the date of delivery.
- (c) To direct the defendants to pay the costs of the suit
- (d) To pass such further or other orders and thus render justice.

For Both Suits;

For Plaintiff : Mr.S.N.Kirubanandam
 For Defendants : Mr.N.Jayakumar

COMMON JUDGMENT

It is represented that both the suits are settled out of Court. Parties are present. Defendant No.2 in C.S.No.286 of 2017/Defendant No.4 in C.S.No.293 of 2017 is represented by their Power of Attorney Mr.Vijay, the Managing Partner of the first defendant in C.S.No.286 of 2017.

2.A Compromise Memo has been filed before the Court wherein the plaintiff has indicated their intend to withdraw the suit as settled out of Court.

3.This Court is satisfied with the legality of the compromise arrived. The suit is accordingly dismissed as settled out of Court and a decree be passed in terms of the compromise. The Registry is directed to refund the Court fee as per law. No costs.

Sd./- N.S.S.J.
 26.10.2021

//Certified to be true copy//

Dated at Madras this the day of 2022.

COURT OFFICER(O.S.)

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