



BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

(Civil Appellate Jurisdiction)

Tuesday, the Twenty Third day of February Two Thousand and Twenty One

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PRESENT

The Hon`ble Mr.Justice N.SATHISH KUMAR

SA(MD) . No.773 of 2008

1. YESUBATHAM ... Appellants/1 and 2 Appellants/
1 and 2 Defendants

2. PAULTHAYAMMAL ... Respondent/Respondent/Plaintiff

Vs

1 VEDAMANICKAM

2 SEKAR

... Respondents/3rd Appellant/
3rd Defendant

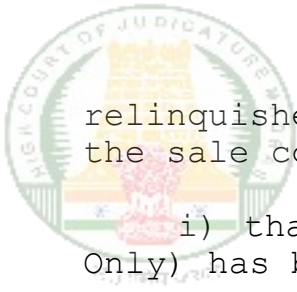
Prayer:-Second Appeal filed under Section 100 of C.P.C., against the judgment and decree of the Sub Court, dated 24/03/2008 passed in Appeal Suit No.72 of 2007, preferred against the judgment and decree of the court of the Additional District Munsif Court, Nanguneri passed in Original Suit No. 334 of 2004 dated 21/07/2006.

DECREE:-This Second Appeal coming on for hearing on this day, upon perusing the grounds of Appeal, the judgments and decrees of the Lower Appellate Court and the Court of First Instance and the material papers in the appeal and upon hearing the arguments of MR. S. MEENAKSHI SUNDARAM, Advocate for the Appellants and of MR.S.SIVATHILAKAR, Advocate for the first respondent, and the second respondent having been died, and the parties herein having arrived at an amicable settlement resolving their disputes and differences, and based on the report dated 15/02/2021, stating that the mediation has been completed based on the agreement entered into between the parties, this court while disposing the the Second Appeal, it is ordered:

"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:

A) That it is submitted before the Hon'ble Court, respondent/plaintiff and defendants/appellants settle the above matter, before mediation centre. The plaintiff/respondent had



relinquished his right over the suit schedule property by receiving the sale consideration of Rs.7,00,000/- (Seven Lakhs only).

i) that out of Total Rs.7,00,000/-, Rs.4,00,000/- (Four Lakhs Only) has been received as cash.

ii) that the balance Rs.3,00,000/- (Three Lakhs only) has been received by plaintiff/respondent Vedamanickam, S/o Kovilpillai Nadar today 15/02/2021 by way of Demand Draft No.606447.

B) that the plaintiff/respondent Vedamanickam, S/o Kovilpillai Nadar does not have any objection to allow the S.A.(MD) NO.773/2008 pending before Hon'ble Court, Madurai Bench.

7) that by signing the agreement the parties hereto state that they have no further claims or demands against each other with respect to a S.A (MD) No.773 of 2008 and all disputes and differences in this regard have been amicably settled by the parties hereto through the process of Conciliation/Mediation" and that there be no costs in this Second Appeals.

Schedule

Nanguneri Taluk, Poolam village Ayan Punja

Survey No.462/8 with an extent of 74 cent.

Sd/-

Assistant Registrar (CS-II)

// True Copy //

/ /2021

Sub Assistant Registrar(CS)

TO

1. The Subordinate Judge,
Valliyoer.
2. The Additional District Munsif,
Nanguneri.

Copy to:

The Section Officer,
V.R. Section,
Madurai Bench of Madras High Court,
Madurai - 2 Copies

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SA(MD). No.773 of 2008

+1 CC to Mr.T.SELVAN, Advocate (SR-7167 dated 25/02/2021)

ORDER DATED : 23/02/2021

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DECREE

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SA(MD) . No.773 of 2008

Nature of Decree:- Disposing of this Appeal in accordance with the terms mentioned in the JOINT COMPROMISES MEMO preferred against the judgment and decree dated 24/03/2008 made in AS.NO.72 of 2007 on the file of Sub Court, Valliyoor confirming the judgment and decree dated 21/07/2006 made in OS NO.334 of 2004 on the file of Additional District Minsif Court, Nanguneri, etc., as stated within.

VB (10.03.2021) 3P 6C