



BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT
(Civil Appellate Jurisdiction)

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

PRESENT

The Hon`ble Mr.Justice R.SUBRAMANIAN

SA(MD). No.704 of 2020

PITCHAYAPILLAI,,
S/o. Late. Paramasivanpillai
Door No.432, (Old No.1D)
Muppudathi Amman Kovil Street ,
Tenkasi Kaspas ... Appellant/Appellant / Petitioner

.Vs.

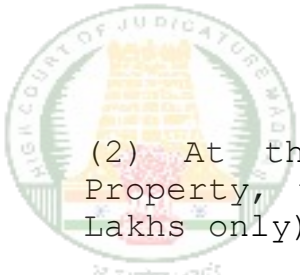
SASTHA KOVIL,
Tenkasi Muppudathi Amman Kovil Street,
Tenkasi Town, through its Manager,
Hariharasubramanian, S/o.V.Lakshmanan,,
Breeze Flat, A 4/4, Thiruvannamiyur J.
... Respondent / Respondent / Respondent

Prayer:-

Second Appeal filed under Section 100 of C.P.C., against the judgment and decree dt.07.01.2020 passed in A.S.14 of 2016, on the file of the Additional Sub Court, Tenkasi reversing the Judgment and Decree dated 16.10.2015 passed in T.C.T.O.P. No.1 of 2012, on the file of the Additional District Munsif, Tenkasi.

DECREE: This Second Appeal came up for hearing on this day, in the presence of Mr.M.P.SENTHIL, Advocate for Appellant and Mr.R.MUKUNDAN, Advocate for respondent, appellant and respondent appeared in person herein having settled their disputes and entered into compromise between themselves and their Advocates having filed a Memo of Compromise duly signed by the Appellant and respondent as well as their Advocates and upon perusing the grounds of appeal as well as the judgment and decree of the courts below and the records relating to the case, Memo of Compromise dated 18.03.2021 the original of which are appended and annexed herewith, this court while recording the said memo of compromise, disposed off the Second Appeal, doth order and decree as follows :-

(1) That the Appellant agrees to vacate and handover vacant possession of the Schedule B property to the Plaintiff to the Respondent in as is where is basis on or before 31st May 2021, without any damage to the structure of the gate.



(2) At the time of vacating and handing over the Schedule B Property, the Respondent agrees to pay Rs.3,00,000/- (Rupees Three Lakhs only) by bank transfer to the Appellant as compensation.

(3) The Appellant shall have no further or any claim over the Schedule B property.

(4) In case the Appellant fails to vacate and hand over possession of the Schedule B property on or before 31.05.2021, the Respondent shall not be liable to pay the compensation and shall be entitled to enforce the terms of this decree of this Hon'ble Court to obtain possession of the Suit Schedule B property; and

(5) That there be no costs in this Appeal.

Schedule of Property

தபசில்

தென்காசி கஸ்பா, தென்காசி நகராட்சி நகர அளவை எண்.40, வார்டு
D, பிளாக் 9, புலியூர் கிராமம், முப்புடாதி அம்மன் கோவில் தெருவில் மனைக்கு
எல்கை.

கிழக்கு - மாசான நம்பியார் தொழு கட்டிடம்

மேற்கு - தென்வடல் தெரு

வடக்கு - எதிர்மனுதாரர் கோவில் இடம்

தெற்கு - மீனாட்சி, பட்டு ஆசாரி, பழனி ஆசாரி, சண்முகநாடார்,
காவேரி நம்பிராஜன் கடைக் கட்டிடங்கள்

இதற்குள் மனை கிழமேல் 125 அடி, தென்வடல் 25 அடி உள்ள காலி
மனை.

Sd/-

Assistant Registrar(CS-II)

// True Copy //

/ /2021

Sub Assistant Registrar(CS)

Encl.: xerox copy of Compromise Memo
To

- 1) The Additional Subordinate Judge, Tenkasi
- 2) The Additional District Munsif, Tenkasi



Copy to:

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

+1 CC to M/s.V.KARTHIKEYAN, Advocate (SR-13140 dated 23/03/2021)

+1 CC to M/s.M.P.SENTHIL, Advocate (SR-13234 dated 24/03/2021)

ORDER DATED : 23/03/2021

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COMPROMISE DECREE
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SA. No.704 of 2020

Nature of Decree:-
Disposing the Second Appeal
preferred against the
judgment and decree of the
Additional Sub Court,
Tenkasi made in A.S. No.14
2016 dated 07.01.2020
reversing the Judgement and
Decree of the Additional
District Munsif, Tenkasi
dated 16.10.2015 made in
T.C.T.O.P. No.1 of 2012
etc., as stated within.

KMK (CO)
TR(21.05.2021) 3P 7C