



WEB COPY



AS.No.23/2019

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 01.02.2022

CORAM:

THE HONOURABLE MR.JUSTICE S.S.SUNDAR

AS.No.23/2019

[Virtual Mode]

S.Subramani [deceased]

1.Mrs.S.Renuka

2.S.Bharath Arun

3.Mrs.Aruna

.. Appellants/Defendants

Vs.

S.Rajaram

.. Respondent/Plaintiff

Prayer:- Appeal Suit filed under Section 97 and order XLI Rule 1 of the Code of Civil Procedure to set aside the judgment and decree passed in O.S.No.139/2012 dated 16.08.2018, on the file of the learned Principal District and Sessions Judge at Thiruvallur and consequently dismiss the Suit together with costs.

For Appellants : Mr.M.L.Ramesh

For Respondent : Mr.Mohan Subramanian

JUDGMENT

(1) Learned counsels appearing for the appellants and respondent produced before this Court a Memorandum of Compromise signed by



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the parties namely the appellant and the respondent in the presence of their respective counsels.

- (2) The Compromise Memo dated 27.01.2021 shows that this appeal has been preferred as against the judgment and decree in the Suit in O.S.No.139/2012 on the file of the learned Principal District and Sessions Judge at Thiruvallur granting a decree for specific performance of an Agreement of Sale dated 13.10.2011.
- (3) The appellants in this appeal are the legal representatives of the deceased, sole defendant who had entered into an Agreement of Sale with the plaintiff/respondent on 13.10.2011. The plaintiff has also prayed for an alternative remedy for the refund of the advance of the sale consideration of Rs.12 lakhs together with the compensation of a sum of Rs.13 lakhs in full and final quit. The Compromise Memo signed by the parties in the presence of learned counsel appearing for the appellants and respondent contain the following terms and conditions.

A. That the respondent herein agreed to take the decree and judgment reserved as regarding the prayer for specific performance of the agreement for sale dated 13.10.2011.



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B. That the respondent agrees to take alternative decree and judgment for alternative remedy for refund of the advance sale consideration of Rs.12,00,000/- together with compensating of Rs.13,00,000/- in full and final quit.

C. That the appellant had paid a sum of Rs.13,50,000/- (Rupees Thirteen Lakhs and Fifty Thousand Only] as follows:

- i. By cash of Rs.6,50,000/- [Rupees six lakhs and fifty thousand only] on 05.03.2020. The receipt of the said sum, the respondent hereby acknowledges.*
- ii. A cheque bearing No.298324, dated 12.03.2020 drawn on Indian Bank of India, Madhavaram Branch for a sum of Rs.6,00,000/-.*
- iii. A cheque bearing No.298333, dated 12.03.2020 drawn on Indian Bank of India, Madhavaram Branch for a sum of Rs.1,00,000/-.*
- iv. The remaining would be paid within a period of one month from this date. Thereby a total sum of Rs.25,00,000/- would be paid as full and final settlement.*

D.The respondent hereby agrees to cancel the agreement for sale dated 13.10.2011. Further there shall not be any charge over the property from this date.

F.The respondent do not have any objections for the appellant to apply and receive all the documents which were filed before the Honourable Trial Court and marked as exhibit A1 to A7 and



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respective counsels.

- (5) In view of the Compromise Memo dated 27.01.2022 filed before this Court which shall form a part of record, the Appeal Suit is disposed of in terms of the Compromise Memo filed. No costs.

01.02.2022

cda

Internet : Yes

To

The Principal District and Sessions Judge,
District Court, Thiruvallur.



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S.S.SUNDAR, J.,

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