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CRP.No1213 of 2022

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated : 09.09.2022

CORAM JUSTICE N.SESHASAYEE

C.R.P.No1213 of 2022
and CMP.No.6514 of 2022

- 1.D.Sathya Vijaya Kumar
2. Dhanasingh Philomina Farjana
3. D.Rajesh Kumar
4. D.Jawanth Raj
5. K.Stella Padmini
6. Sharmila Antony Raj
7. D.Naveen Prem Kumar

... Petitioners/Petitioners/Defendants

Vs.

ICICI Bank Ltd,
ICIC Bank Towers,
No.N8E-3, Bandrakurla Complex,
Mumbai – 400 051
Having its registered Office,
At Land Mark, Race Course Circle,
Vadodara – 390 007.

And
having Branch Office at
No.1, Cenetoph Road,
Tenampet, Chennai – 600 018.

Represented by its IMSG,
Mr.Vinod Melvin

... Respondent/Respondent/Plaintiff

PRAYER:- Civil Revision Petition is filed under Article 227 of Constitution of India against the fair and decretal rder passed by the learned XXI City Civil Court at Chennai I.A.No.2 of 2021 in O.S.No.4159 of 2019 dated 16.03.2022.



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For Petitioner : Mr.M.Raja Sekhar

For Respondent : Mr.S.Suresh

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ORDER

This Civil Revision Petition arises out of an order passed in I.A.No.2 of 2021 in O.S.No.4159 of 2019. The suit was laid for recovery of money by the respondent bank against the landlord.

2. The matter was referred to mediation and the matter was amicably compromised by both sides.

3. This Civil Revision Petition is disposed of without costs on following terms agreed to between the parties in the mediation:

i) The respondent agreed to pay a sum of Rs.46,80,000/- (Rupees forty six lakhs and eighty thousand only) as rent at the rate of a sum of Rs.1,30,000/- (Rupees one lakh and thirty thousand only) month from 05.04.2013 to 04.04.2016 for a period of 36 months. Further the respondent agreed to pay a sum of Rs.16,89,350/- (Rupees sixteen lakhs, eighty nine thousand, three hundred and fifty only) as rent for the months from 05.04.2016 to 13.03.2017 for a period of 11 months



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and 9 days @ Rs.1,49,500/- (Rupees one lakhs, forty nine thousand and five hundred only). Total amount payable Rs.63,69,350/- (Rupees sixty three lakhs, sixty nine thousand, three hundred and fifty only) out of which a sum of Rs.26,65,000/-(Rupees twenty six lakhs and sixty five thousand only) was paid as rent already. Hence, the respondent agreed to pay a sum of Rs.37,04,350/- (Rupees thirty seven lakhs, four thousand, three hundred and fifty only) to the petitioners subject to applicable reduction of TDS. For the said sum of Rs.37,04,350/- (Rupees thirty seven lakhs, four thousand, three hundred and fifty only) appropriate Tax Deducting Source would be made and the balance sum of Rs.33,38,460/- (Rupees thirty three lakhs, thirty eight thousand, four hundred and sixty only). The said amount would be split up equally and paid in the name of 1st, 3rd, 4th, 5th and the 7th petitioners. The 2nd and 6th petitioners agreed for the same and consented for the amount to be split up and paid in the name of the 1st, 3rd, 4th, 5th and 7th petitioners.

ii) The petitioners have agreed to withdraw the above CRP as well as the counter claim raised in the O.S.No.4159 of 2019.

iii) The respondent has agreed to withdraw the suit in O.S.No.4159 of



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2019.

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iv) The respondent has agreed to cancel the registered lease agreement Vide document No.413 of 2013 dated on 10.04.2013 on the file of the Sub Registrar Joint – II, Central Chennai by executing the appropriate cancellation lease agreement to be made ready by the petitioner herein within 2 weeks from the date of execution of this Memo of Compromise.

v) By executing the Memo of Compromise, the petitioners and the respondents have mutually agreed that they will not make any claims against each other for the Past, Present and Future in respect of the document No.413 of 2013 dated 10.04.2013 on the file of the Sub Registrar Joint -II, Central Chennai. Both the petitioners and the respondents hereby declare that they do not have any further/future claim against each other of whatsoever nature.

4. This Court is informed that the defendant/revision petitioner has raised a counter claim. In view of the settlement now arrived, nothing survives in the cause of action in the suit and in the counter claim of the respondent. Hence, the trial court is required to pay the court fee paid on the suit and also on the



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counter claim to the respective parties as per Rules. Connected

miscellaneous petition is closed.

09.09.2022

Index : Yes/No

Internet: Yes/No

CM

Note : Issue order copy on 13.09.2022

To:

1. XXI City Civil Court at Chennai

2. The Section Officer,
VR Section,
Madras High Court,
Madras



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N.SESHASAYEE. J.,

CM

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