



WEB COPY

1

IN THE HIGH COURT OF JUDICATURE AT MADRAS

(ORDINARY ORIGINAL CIVIL JURISDICTION)

WEDNESDAY, THE 02nd DAY OF FEBRUARY 2022

THE HON'BLE MR. JUSTICE ABDUL QUDDHOSE

C.S. No.201 of 2021

and

O.A. No.357 of 2021

and

A.No.2135 of 2021

1. M.Saikumar,
S/o.P.K.Masilamani,
having office at Door No.85,
Perambur High Road, Perambur,
Chennai-600 011.

2. M.Jayakumar,
S/o.P.K.Masilamani,
having office at Door No.85,
Perambur High Road, Perambur,
Chennai-600 011.

... Plaintiffs/Applicants
(in O.A. No.357 of 2021
and A.No.2135 of 2021)

-Versus-

1. V.Kalaivanan,
S/o.S.Varadharajan,

2. K.Kamatchi,
W/o.V.Kalaivanan,
1 & 2 are residing at
Old Door No.5/2, New Door No.12,
Powder Mill 2nd Street, Mylapore,
Chennai-600 004.

3. The Branch Manager,
M/s.Cholamandalam Investment and
Finance Company Ltd.,
ASV Adarsh Tower, 719, Pathari Road,



Anna Salai, Chennai-600 002.

4. The Manager,
ICICI Bank Limited,
Anna Nagar East Branch,
A-78, Plot No.3211, 3rd Avenue,
Anna Nagar, Chennai-600 104.

5. S.R.Mohan,
S/o.Rajagopal,
No.7, Jegannathan Street,
Old Washermenpet, Chennai-600 021.

... Defendants/Respondents
(in O.A. No.357 of 2021
and A.No.2135 of 2021)

C.S. No.201 of 2021

Civil Suit praying that this Hon'ble Court be pleased to pass a judgment and decree against the defendants and in favour of the plaintiffs:

a) directing the defendants 1 and 2 to execute and register a Sale Deed in respect of the suit property described in the schedule hereunder as per the Agreement of Sale dated 09.09.2020 in favour of the plaintiffs, within the time stipulated by this Hon'ble Court in default thereof, this Hon'ble Court itself may execute and register the Sale Deed in favour of the plaintiffs;

b) and consequently directing the defendants to deliver vacant possession of the Schedule mentioned property to the plaintiffs;

c) directing the defendants 1 and 2 to pay a sum of Rs.7,76,232/- towards interest (i.e., Rs.1,29,372/-per month from October 2020 to March 2021 - Rs.1,29,372/- x 6 months) on the principal amount of Rs.86,24,800/-

and to continue to pay the interest from the date of the plaint till the date of



execution of the Sale Deed and in default permitting the plaintiffs to deduct the unpaid interest amount out of the balance sale consideration payable under the Agreement of Sale dated 09.09.2020.

d) directing the defendants 1 and 2 to pay a sum of Rs.5,00,000/- by way of damages for the mental harassment caused to the plaintiffs.

e) To award cost of the suit.

O.A. No.357 of 2021:-

Original Application praying that this Hon'ble Court be pleased to pass an order of ad interim injunction restraining the respondents 1 and 2 from in any manner alienating or encumbering the suit property by way of conveyance, sale, lease, mortgage, etc till the disposal of the suit.

A.No.2135 of 2021:-

Application praying that this Hon'ble Court be pleased to pass an ad-interim direction directing the 3rd respondent to execute and register a Discharge Receipt evidencing the closure of the mortgage loan with the 3rd respondent in respect of the suit property and to hand over the registered Discharge Receipt to the applicants within a stipulated time as directed by this Hon'ble Court.



court for hearing in the presence of Mr.Ralph V.Manohar, advocate for the plaintiffs in C.S.No.201 of 2021 and for the applicants in O.A.No.357 of 2021 and A.No.2135 of 2021 and Ms.B.Aparna, Advocate for the Defendants 1 and 2 in C.S.No.201 of 2021 and for the respondents 1 and 2 in O.A.No.357 of 2021 and a.No.2135 of 2021 and Mr.K.B.Vivekanandhan, Advocate for the 3rd defendant in C.S.No.201 of 2021 and for the 3rd respondent in O.A.No.357 of 2021 and A.No.2135 of 2021, and upon reading the plaint filed herein, and the Joint Memorandum of Compromise signed by the Plaintiffs, and the defendants 1,2 & 5 herein and their respective advcoates and the said Advocates for the parties hereto praying this Court to pass an order in terms of Joint Memorandum of Compromise morefully setoutin the schedule hereunder, it is interm thereof ordered and decreed as follows:-

That the payment of Rs.86,24,800/- made by plaintiff to the 3rd Defendant Bank towards the settlement of the Mortgage loan amount borrowed in respect of suit property morefully setout in the schedule hereunder and admitted by defendants 1 and 2 be and is hereby recorded.

2. That the balance sale consideration payable by the plaintiffs herein a sum of Rs.63,75,200/- (Rupees Sixty-Three Lakhs Seventy-Five Thousand ~~Two Hundred~~ Only).



3. That the plaintiffs herein shall be entitled to retain the lease/advance amount payable to the tenants in the suit property out of the balance sale consideration and the details of the tenants and their respective lease/advance amount retained by the plaintiffs is as follows;

	Tenant Details	
House No.	Tenant Name	Lease/Advance Amount
Ground Floor #1	Shankar	Rs.6,00,000/-
Ground Floor#2	Karthick	Rs.7,00,000/-
First Floor #1	Kumar	Rs.9,00,000/-
Second Floor#1	Lilly	Rs.5,00,000/-
Second Floor #2	Mohan	Rs.75,000/-
Third Floor #1	Geetha	Rs.50,000/-
	Total	Rs.28,25,000/-

The plaintiffs herein shall deduct the above amount of Rs.28,25,000/- (Rupees Twenty-Eight Lakhs and Twenty-Five Thousand Only) out of the sale consideration payable to the defendants 1 and 2 herein.

4. That the defendants 1 and 2 herein shall pay a sum of Rs.4,00,000/- (Rupees Four Lakhs Only) towards damages to the plaintiffs and deduct the above amount out of the sale consideration payable to the defendants 1 and 2 herein.



5. That after deducting the amounts mentioned in clauses 3 and 4 above the plaintiffs herein shall pay the balance sale consideration a sum of Rs.31,50,200/- (Rupees Thirty-One Lakhs Fifty Thousand and Two Hundred Only) to the defendants 1 and 2 herein.

6. That the defendants 1 and 2 herein shall receive the above-mentioned balance sale consideration on the date of execution of sale deed from the plaintiffs and on such receipt of the sale consideration, they shall jointly execute and register a Sale Deed at the Sub-Registrar's office in favour of the plaintiffs or their nominees.

7) That the defendants 1 and 2 herein shall not have any claim or interest over the said suit property after the date of execution of the Sale Deed in favour of the plaintiffs or their nominees.

8) That the plaintiffs herein shall be liable to settle the lease amount to the tenants as mentioned in clause 3 at the time of vacating the respective tenants from the said suit property.

9) That the defendants 1 and 2 herein shall get a written acknowledgment (as per the plaintiff's requirement) from the existing



tenants with respect to the exact lease amount paid by them to the defendants 1 and 2 herein.

10) That the defendants 1 and 2 herein shall have No Objection, for the 3rd defendant to execute and register a Discharge Receipt evidencing the closure of the mortgage loan in the suit property.

11) That the defendants 1 and 2 herein shall hand over the original Discharge Receipt executed by the 3rd defendant to the plaintiff's banker.

12) That the Plaintiffs and the defendants 1 and 2 herein shall not have any past, present, or future claim against each other.

13) That this Compromise Deed and the execution of the Sale Deed in respect of the suit property in favour of the plaintiffs, be and is hereby construed as full and final settlement in respect of all disputes, outstanding debts or liabilities to be recovered from the defendants 1 and 2 herein and further, the parties hereto shall unconditionally withdraw all cases filed against each before the City Civil Court at Chennai and other Courts.



14. That the execution of the sale deed in respect of the schedule mentioned property shall be completed within a period of 4 weeks from the date of recording the Compromise Deed in the present suit.

15. That the Connected O.A.No.357 of 2021 and A.No.2135 of 2021 do stand closed.

16. That the Registry be and is hereby directed to return the original documents No.9, 10 and 11, filed along with the plaint to the learned counsel for the plaintiffs herein.

17. That there shall be no costs of this Suit.

SCHEDULE OF PROPERTY

All that property house, ground and premises bearing Old Door No.5/2, New Door No.12, Powder Mill 2nd Street, Mylapore, Chennai-600 004, comprised in Old S. No.2340, R.S. No.2092/2 as per Patta R.S. No.2092/6, Patta C.A. No.833 of 2005, dated 19.08.2005, Block No.42 of Mylapore Village, previously Mylapore-Triplicane Taluk presently Mylapore Taluk, Chennai District measuring

North to South on the Eastern side - 25 feet



North to South on the Western side - 25 feet

East to West on the Northern side - 39 feet

East to West on the Southern side - 29 feet

in all admeasuring to an extent of 915 sq.ft., (as per Patta 77.5 sq.meter) and bounded on the

East by - Property belongs to K.Kumar (as per Patta R.S. No.2092/5)

West by - Power Mill 2nd Street (as per Patta R.S. No.2092/2)

North by - Property belongs to Srinivasan and K.R.Gangadharan (as per Patta R.S. Nos.2092/4, 2092/3)

South by - Powder Mill 2nd Street (as per Patta R.S. No.2092/2)

situated within the Limits of Greater Chennai Corporation, Registration District of Central Chennai and Sub-Registration District of Mylapore.

(Schedule Joint Memo of Compromise)



10

KY

WEB COPY 01.04.2022

C.S. No.201 of 2021
and
O.A. No.357 of 2021
and
A.No.2135 of 2021

DECREE:-

DATED : 02.02.2022

THE HON'BLE MR. JUSTICE
ABDUL QUDDHOSE

FOR APPROVAL: 08.04.2022

APPROVED ON: 8.4.2022



WEB COPY

11

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 02.02.2022

CORAM:

THE HON'BLE MR. JUSTICE ABDUL QUDDHOSE

C.S.No.201 of 2021

O.A.No.357 of 2021 and A No.2135 of 2021

1.M.Saikumar
2.M.Jayakumar ... Plaintiffs

Versus

1.V.Kalaivanan
2.K.Kamatchi

3. The Branch Manager,
M/s Cholamandalam Investment and Finance Company Ltd.,
ASV Adarsh Tower,
719, Pathari Road, Anna Salai,
Chennai – 600 002.

4. The Manager,
ICICI Bank Limited,
Anna Nagar East Branch,
A-78, Plot No.3211, 3rd Avenue,
Anna Nagar, Chennai – 600 104.

5. S.R.Mohan ... Defendants

Plaint filed under Order VII Rule 1 of the Civil Procedure Code r/w
Order IV Rule 1 of Original Side Rules.

For Plaintiff : Mr.V.Manohar

For D.1&D.2 : Ms.B.Aparna

For D.3 : Mr.K.B.Vivekanandhan

**JUDGMENT**

WEB COPY

The suit has been filed for the following reliefs:

a) directing the defendants 1 and 2 to execute and register a Sale Deed in respect of the suit property described in the schedule hereunder as per the Agreement of Sale dated 09.09.2020 in favour of the plaintiffs, within the time stipulated by this Hon'ble Court in default thereof, the Hon'ble Court itself may execute and register the Sale Deed in favour of the plaintiffs;

b) and consequently directing the defendants to deliver vacant possession of the Schedule mentioned property to the plaintiffs;

c) directing the defendants 1 and 2 to pay a sum of Rs.7,76,232/- towards interest (i.e., Rs.1,29,372/- per month from October 2020 to March 2021 – Rs.1,29,372/- x 6 months) on the principal amount of Rs.86,24,800/- and to continue to pay the interest from the date of the plaint till the date of execution of the Sale Deed and in default permitting the plaintiffs to deduct the unpaid interest amount out of the balance sale consideration payable under the Agreement of Sale dated 09.09.2020



WEB COPY

13

and

d) directing the defendants 1 and 2 to pay a sum of Rs.5,00,000/- by way of damages for the mental harassment caused to the plaintiffs.

2. Both the parties have arrived at settlement and a Joint Memo of Compromise has been filed in terms of the said settlement. All the parties have signed in the Joint Memo of Compromise and the respective counsels have also signed.

3. In terms of the Joint Memo of Compromise entered into between the parties, the suit is disposed of. The Joint Memorandum of Compromise shall form part of this judgment. No costs. Consequently, connected O.A.No.357 of 2021 and A No.2135 of 2021 are closed.

4. Registry is directed to return the original documents No.9,10 and 11, filed along with the plaint to the learned counsel for the plaintiffs.

Sd./-A.Q.J
02.02.2022

//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.