



WEB COPY

**C.M.P.No.13384 of 20**  
**in A.S.No.171 of 20**



**C.M.P.No.13384 of 2022**  
**in**  
**A.S.No.171 of 2019**

**S.SOUNTHAR, J.**

When the appeal in A.S.No.171 of 2019 came up for hearing on 24.03.2022, this Court recorded the compromise dated 24.03.2022 entered into between the parties.

2. As per Clause (iii) of the said compromise memo, the 1<sup>st</sup> respondent in A.S.No.171 of 2019/the petitioner in C.M.P.No.13384 of 2022 has to pay a sum of Rs.12,00,000/- to the 1<sup>st</sup> respondent herein within three months from the date of recording of compromise memo.

3. The petitioner has come up with this petition seeking extension of time limit as per the compromise memo on the ground that the petitioner was unable to realise the required amount within the time limit as he was not able to sell his immovable property within the time stipulated in the compromise memo. The learned counsel for the petitioner sought for extension of time prescribed in the compromise memo by relying on the judgment reported in **1983 (2) SCC 127 (Periyakkal vs. Dakshyani)**. It is pertinent to note the observation of the Hon'ble Apex Court in the said judgment which reads as follows:-

*“4. .... The parties, however, entered into a compromise and invited the court to make an order in terms of the*



WEB COPY



*compromise, which the court did. The time for deposit stipulated by the parties became the time allowed by the court and this gave the court the jurisdiction to extend time in appropriate cases. Of course, time would not be extended ordinarily, nor for the mere asking. It would be granted in rare cases to prevent manifest injustice. True the court would not rewrite a contract between the parties but the court would relieve against a forfeiture clause; And, where the contract of the parties has merged in the order of the court, the court's freedom to act to further the ends of justice would surely not stand curtailed. ...”*

4. Therefore, even if time is fixed by parties by their mutual agreement, once compromise is recorded by Court, the terms of their agreement merged with the order passed by the Court. Hence, it is open to the Court to extend the time prescribed in the memo of compromise, if just cause is shown.

5. It is stated by the petitioner herein now he has sold the portion of the property and realised the required amount. The learned counsel for the petitioner produced Demand Draft (DD) for a sum of Rs.12,00,000/- and handed over the same to the 1<sup>st</sup> respondent in C.M.P.No.13384 of 2022/appellant in A.S.No.171 of 2019.



6. The learned counsel for the 1<sup>st</sup> respondent received the Demand Draft (DD) for the value of Rs.12,00,000/- and handed over the same to the appellant who is present before this Court. The learned counsel for the petitioner also received acknowledgment from the learned counsel for the 1<sup>st</sup> respondent.

7. Therefore, the present petition is ordered by recording the payment of Rs.12,00,000/- by the petitioner in favour of the 1<sup>st</sup> respondent by way of Demand Draft (DD). It is needless to say that both the parties to the compromise decree are expected to discharge their obligation under the said agreement.

**01.12.2022**

dm



WEB COPY

**C.M.P.No.13384 of 20**  
**in A.S.No.171 of 20**



**S.SOUNTHAR, J.**

dm

**C.M.P.No.13384 of 2022**  
**in A.S.No.171 of 2019**

**01.12.2022**