



IN THE HIGH COURT OF JUDICATURE AT MADRAS

(ORDINARY ORIGINAL CIVIL JURISDICTION)

WEDNESDAY, THE 09th DAY OF MARCH 2022

THE HON'BLE MR. JUSTICE P.VELMURUGAN

C.S.No.265 of 2021

1. Surya Vetrikondan

2. S.Sudaroli

Both residing at

C-24, Sairam Flats,

95 & 96 Arcot Road,

Valasaravakkam

Chennai 600 087.

.. plaintiffs

Vs.

1. Mr.K.M.Janakiram

2. Mrs.K.J.Jamuna,

Both residing at

No.14, Thattankulam Street,

Old Washermanpet,

Chennai 600 021.

3. Religare Finvest Limited

Rep by its Authorised Officer,

Having office at

Bascon Building

12th Floor,

New No.10/2, Old No.56L,

Venkat Narayana Road,

T Nagar Chennai 600 017.

.. defendants

Civil Suit praying that this Hon'ble Court be pleased to pass a

judgment and decree:

<https://hcservices.ecourts.gov.in/hcsempce/> a) directing the 1st and 2nd defendants to sepecifically perform



their part of the contract dated 08.08.2019 by executing sale deeds in favour of the plaintiffs after receiving the balance sale consideration of Rs.3,95,79,614/ as agreed under the sale agreement dated 08.08.2019; or

IN THE ALTERNATIVE

Directing the defendant to repay the amount of Rs.2,04,20,386/- (Rupees two crores Four Lakhs Twenty Thousand three hundred and eighty six only) paid by the Plaintiff together with interest at the rate of 24% from the date of the plaint till the date of realization.

b. granting an order of permanent injunction restraining the defendants from alienating or in any other way encumbering the suit property;

c. granting an order of permanent injunction restraining the 1st and 2nd defendants or their agents or anyone claiming under or through them from in any manner disturbing or interfering the plaintiffs' peaceful possession and enjoyment of the suit property.

This suit coming on this day before this court for hearing in the presence of Ms.R.Revathy, advocate for the plaintiffs herein and Mr.D.Gopinath, advocate for the defendants 1 and 2 herein and upon reading the plaint filed herein and the learned counsel on either side having submitted that the dispute between the parties has been amicably settled



and the defendants 1 and 2 with their respective advocates and the said joint compromise memo morefully setout in the schedule hereunder, **it is**

ordered as follows:-

That the suit in C.S.No.265 of 2021, be and is hereby dismissed as settled out of court.

2. That a certificate under section 69 of Tamil Nadu Court Fees and Suits Valuation Act, XIV of 1955, do issue herein, out of and under the seal of this court, in favour of (1) Surya Vetrikondan and (2) S.Sudaroli, the plaintiffs herein, authorising them, to receive from the Pay and Accounts Office, High Court, Madras, a sum of Rs.6,03,740/- (Rupees Six Lakhs Three Thousand Seven Hundred and Forty only) being the entire court fee paid on the plaint by the plaintiffs herein.

3. That the connected applications do stand closed if any.

4. That there shall be no costs of this suit.

Joint Compromise Memo



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28.04.2022

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C.S.No.265 of 2021

ORDER

DATED : 09.03.2022

THE HON'BLE MR. JUSTICE
P.VELMURUGAN

FOR APPROVAL: 28.04.2022

APPROVED ON: 11.05.2022



IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated : 09.03.2022

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THE HONOURABLE MR. JUSTICE P.VELMURUGAN

C.S.No.265 of 2021

1.Surya Vetrikondan
2.S.Sudaroli

.. Plaintiffs

/versus/

1.Mr.K.M.Janakiram
2.Mrs.K.J.Jamuna
3.Religare Finvest Limited,
Rep by its Authorised Officer,
Having office at
Bascon Building
12th Floor, New No.10/2, Old No.56L,
Venkat Narayana Road,
T Nagar, Chennai 600 017.

..Defendants

Prayer: Civil Suit has been filed under Order IV, Rule 1 of the Original Side Rules read with Order VII, Rule 1 of the C.P.C., praying to pass a judgment and decree for:-

(a) directing the 1st and 2nd defendants to specifically perform their part of the contract dated 08.08.2019 by executing sale deed/s in favour of the plaintiffs after receiving the balance sale consideration of



IN THE ALTERNATIVE directing the defendant to repay the amount of Rs.2,04,20,386/- (Rupees Two crores Four lakhs Twenty Thousand Three hundred and eighty six only) paid by the plaintiff together with interest at the rate of 24% from the date of the plaint till the date of realization;

(b) granting an order of permanent injunction restraining the defendants from alienating or in any other way encumbering the suit property;

(c) Granting an order of permanent injunction restraining the 1st and 2nd defendants or their agents or anyone claiming under or through them from in any manner disturbing or interfering the plaintiffs' peaceful possession and enjoyment of the suit property .

For Plaintiffs : Ms.R.Revathy
For Defendants : Mr.D.Gopinath
for D1 and D2

J U D G M E N T

Ms.R.Revathy, learned counsel for the plaintiffs as well as Mr.D.Gopinath, learned counsel for the defendants 1 and 2 submitted that the dispute between the parties has been amicably settled out of Court and a joint compromise memo dated 04.03.2022 signed by the parties as well as the counsel, is filed to that effect, which reads as follows:



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“1.The 1st and 2nd defendants are the joint owners of the suit schedule property and they entered into a sale agreement dated 08.08.2019 with the plaintiffs and to enforce the same the plaintiffs had filed the above C.S.No.265 of 2021 before this Hon'ble Court.

2.Pursuant to the filing of the above suit there were negotiations between the parties and the 1st and 2nd defendants have agreed to execute a sale deed in favour of the ***Plaintiffs** after receiving the balance sale consideration in terms of the sale agreement dated 08.08.2019.

3.Since all the issues have been amicably settled, the plaintiffs have come forward to withdraw the suit filed by them. The 3rd defendant is only a formal party and they have not entered appearance till date. In terms of the sale agreement the Plaintiffs agree to settle their claims before execution of sale deed.

*** Amended as per order dated
18.04.2022 made in A.No.1534 of 2022
in C.S.No.265 of 2021.**



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4.The parties therefore pray that this Hon'ble Court may be pleased to dismiss the above suit in C.S.No.265 of 2021 as settled out of Court and consequently direct the Registry to refund to the plaintiffs the Court fees paid by them and pass such further or other orders as this Hon'ble Court may deem fit in the facts and circumstances of the case and thus render justice."

2. In view of the above, the civil suit is dismissed as settled out of Court and the joint memo of compromise shall form part of the decree. Registry is directed to refund necessary Court fee to the plaintiffs as per Rules. No costs. Consequently, connected applications are closed if any.

Sd./-P.V.J.
09.03.2022

//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.



IN THE HIGH COURT OF JUDICATURE AT MADRAS

(ORDINARY ORIGINAL CIVIL JURISDICTION)

MONDAY, THE 18th DAY OF APRIL 2022

THE HON'BLE MR. JUSTICE P.VELMURUGAN

A.No.1534 of 2022

in

C.S.No.265 of 2021

1. Surya Vetrikondan

2. S.Sudaroli

Both residing at

C-24, Sairam Flats,

95 & 96 Arcot Road,

Valasaravakkam

Chennai 600 087.

... Applicants/ Plaintiffs

Vs.

1. Mr.K.M.Janakiram

2. Mrs.K.J.Jamuna,

Both residing at

No.14, Thattankulam Street,

Old Washermanpet,

Chennai 600 021.

3. Religare Finvest Limited

Rep by its Authorised Officer,

Having office at Bascon Building

12th Floor, New No.10/2, Old No.56L,

Venkat Narayana Road,

T Nagar Chennai 600 017.

... Respondents/Defendants

Application praying that this Hon'ble Court be pleased to permit the plaintiff to amend the Joint Compromise Memo dated 04.03.2022 by replacing the word "Plaintiffs" instead of "Defendants" in the third line of



said portion in the judgment dated 09.03.2022.

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This Application coming on this day before this court for hearing

the court made the following order:-

This application has been filed to permit the applicant/plaintiff to amend the Joint Compromise Memo dated 04.03.2022 by replacing the word plaintiffs instead of defendants in the 3rd line of paragraph 2 of the Joint Compromise Memo and consequently change the said portion in the Judgment dated 09.03.2022.

2. Today, both the plaintiffs and the defendants are present and their respective counsel are also present before this Court. The learned counsel for the plaintiffs would submit that by oversight instead of plaintiffs, it has been wrongly typed as defendants in the 3rd line of paragraph 2 of the joint compromise memo dated 04.03.2022 and it has to be read as plaintiffs.

3. In view of the above submissions made by the learned counsel for the plaintiffs and also since the defendants have also no objection in allowing this application, this application is allowed.

Sd./-P.V.J.
18.04.2022

//Certified to be true copy//

Dated at Madras this the day of 2022.

COURT OFFICER(O.S.)