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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 02.02.2022

CORAM

THE HONOURABLE MR.JUSTICE T.RAJA
AND
THE HONOURABLE MR.JUSTICE D.BHARATHA CHAKRAVARTHY

O.S.A.NO.207 OF 2019
AND
C.M.P.NO.18772 OF 2019

S.K.Kumar ... Appellant

.Vs.

S.Sukumar ... Respondent

PRAYER:-

Original Side Appeal filed under Order 36 Rule I of Original Side Rules read with Clause 15 of the Letter Patent against the judgment and decree dated 09.04.2019 passed in A.No.2785 of 2019 in C.S.No.248 of 2019 by a learned Single Judge of this Court.

For Appellant : Mr.G.RM.Palaniappan

For Respondent : Mr.S.Anil Sandeep

JUDGMENT

(Judgment of the Court was pronounced by T.RAJA, J.)

This Original Side Appeal has been filed against the judgment and decree dated 09.04.2019 passed in A.No.2785 of 2019 in C.S.No.248/2019 by a learned Single Judge of this Court.

2. The matter was listed to-day under the caption, 'for reporting settlement'.

3. When the matter was called, learned Counsel on either side by producing a Joint Memo of Compromise dated 01.02.2022



signed by both the parties and themselves requested this Court to accept the same and dispose of the Appeal.

4. In this regard, it is relevant to extract the Joint Memo of Compromise here under:

JOINT MEMO OF COMPROMISE FILED BY THE APPELLANT
AND THE RESPONDENT

The appellant and the respondent jointly submit as follows:

1. The appellant is the defendant and the respondent is the plaintiff in the suit in C.S.No.248 of 2019 on the file of this Hon'ble Court. The present appeal has been filed by the appellant/defendant as against the order dated 09.04.2019 passed in A.No.2785 of 2019 in C.S.No.248 of 2019 ordering the furnishing of security by the appellant/defendant in the above suit. For the sake of convenience, the statuses of the parties are arrayed herein, as per their status in the suit in C.S.No.248 of 2019.

2. The plaintiff's son and the defendant's daughter were engaged to be married, but after the betrothal function, there were disputes amongst the bride and the bridegroom which resulted in the calling-off the marriage. A compromise agreement dated 13.05.2015 and an agreement of sale dated 13.05.2015 entered into between the plaintiff and the defendant and the terms of those documents including the nine cheques issued by the plaintiff to the defendant for a sum of Rs.4.25 Crores and a sum of Rs.75,00,000/- (Rupees Seventy Five Lakhs Only) paid by the plaintiff to the defendant at that time, had all become the subject matters of disputes between the plaintiff and the defendant.

3. The plaintiff had thereafter preferred a police complaint in the matter and an F.I.R. in Crime Number 449 of 2015 had been registered on the file of the Central Crime Branch at Chennai and is pending investigation.

4. The plaintiff had also filed a suit in O.S.No.4242 of 2015 on the file of the Hon'ble III Assistant City Civil Court at Chennai, for declaring the said compromise agreement dated 13.05.2015 and



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the agreement of sale dated 13.05.2015 as null and void and for consequential injunctions, and the said suit is pending disposal.

5. The plaintiff had filed the suit in C.S.No.248 of 2019 as against the defendant for the recovery of money of a sum of Rs.1,24,75,000/- (Rupees One Crore Twenty Four Lakhs and Seventy Five Thousand Only). In the said suit, an ex-parte order had been passed in Application No.2785 of 2019 ordering to furnish security by the defendant, as against which the present appeal has been filed by the defendant who is the appellant herein.

6. The defendant had preferred complaints against the plaintiff under Section 138 of the Negotiable Instruments Act r/w. Section 420 of IPC in C.C.No.1108 of 2016, C.C.No.1109/2016 and C.C.No.1246 of 2016 on the file of the Fast Track Court-III (Metropolitan Magistrate), Saidapet, Chennai, in respect of the said nine cheques for Rs.4.25 Crores, for the offence of dishonour of cheques, which are all pending disposal.

WHEREAS after filing of the above appeal, negotiations and discussions were held between the plaintiff and the defendant so as to avoid litigations. After deliberations and discussions, the parties hereto have amicably settled the disputes between them and have agreed and arrived at the following terms and conditions governing the issues involved between them, which have been reduced into writing:

NOW THIS MEMO OF COMPROMISE WITNESSETH AS FOLLOWS:

1. The plaintiff hereby waives and gives up all claims whatsoever as against the defendant including any claim for jewels, silver articles and monies. The plaintiff has foregone the said sum of Rs.75,00,000/- (Rupees Seventy Five Lakhs Only) given to the defendant. Likewise, the defendant hereby waives and gives up all claims whatsoever as against the plaintiff including any claim for jewels, silver articles and monies. The defendant has given up his claim in respect of the said nine cheques for Rs.4.25 Crores issued by the plaintiff.



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2. The plaintiff shall withdraw the said suit in O.S.No.4242 of 2015 on the file of the Hon'ble III Assistant City Civil Court at Chennai, which has been filed for declaration and injunction, on the next possible hearing date.

3. The plaintiff shall withdraw the said suit in C.S.No.248 of 2019 on the file of this Hon'ble Court, which has been filed for recovery of money, on the next possible hearing date.

4. The defendant shall withdraw the complaints filed against the plaintiff in C.C.No.1108 of 2016, C.C.No.1109 of 2016 and C.C.No.1246 of 2016 on the file of Hon'ble Fast Track Court-III (Metropolitan Magistrate), Saidapet, Chennai, in respect of the said nine cheques for Rs.4.25 Crores.

5. The plaintiff shall not proceed further with the FIR in crime number 449 of 2015 registered on the file of the Central Crime Branch at Chennai.

6. The plaintiff and the defendant shall co-operate with each other for the withdrawal and culmination of all the litigations and complaints against each other and shall ensure the compliance of this joint memo of compromise.

7. The parties hereto agree that this Memo of Compromise has been entered into between them, on their own volition and in the absence of any coercion, force or undue influence. The parties hereto agree that this Joint Memo of Compromise shall be taken on file and shall be recorded for passing of a decree to this effect.'

5. In view of the above, the plaintiff/respondent herein has agreed to withdraw the pending suit in O.S.No.4242/2015, on the file of the learned III Assistant Judge, City Civil Court, Chennai, seeking declaration and injunction and also the suit in C.S.No.248/2019 on the file of this Court seeking recovery of money, most probably, on the next possible hearing date and the defendant/appellant herein has also mutually agreed to withdraw the complaints preferred against the respondent herein/plaintiff under Section 138 of the Negotiable Instruments Act read with Section 420 of IPC in C.C.Nos.1108, 1109 and 1246/2016 on the file of the Fast Track Court No.III (Metropolitan Magistrate), Saidapet, Chennai. Therefore, when the parties have agreed to resolve all pending issues, the Joint Memo of Compromise filed by



them is taken on record and in terms of the said Compromise Memo, the present Original Side Appeal stands disposed of. Needless to mention that the Joint Memo of Compromise shall form part of the decree. No costs. Consequently, connected Miscellaneous Petition is closed.

Sd/-
Assistant Registrar(CS I)

//True Copy//

Sub Assistant Registrar

tsi

To

The Sub Assistant Registrar,
Original Side,
High Court, Madras.

+4ccs to Mr.S.Anil Sandeep, Advocate, S.R.No.6505
+1cc to Mr.G.RM.Palaniappan, Advocate, S.R.No.6520

O.S.A.NO.207 OF 2019

SS(CO)
PBS/25/05/2022