

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 24.02.2022

CORAM:

THE HONOURABLE Mr. JUSTICE S.S.SUNDAR

S.A. Nos.825 & 826 of 2017
and C.M.P. No.20453 of 2017

S.A. No. 825 of 2017
and C.M.P. No.20453 of 2017

1. Na.Iraivan
2. I.Kalaiyarasi
3. I.Tamilselvan

..Appellants/Appellants/Plaintiff in both Appeals

Vs.

1. M/s. The Madaras Purasawalkam
Hindu Janopakara Saswatha Nidhi
Ltd., rep. by its General Manager
Office at : 168, Vella Street,
Purasawalkam, Chennai - 86.
..1st Respt/Respt/Defendant in SA.825/2016 & Sole
Respt/Respt/Defendant in SA.No.826 of 2017
2. M/s. Alwin & Co., rep. by its
Proprietor, Office at C.J.Complex,
II Floor, 149, Thambu Chetty Street,
Chennai - 1.
..2nd Respt/Respt/Defendant in SA.825/2017

Second Appeal filed is under Section 100 of Civil Procedure Code, 1908, against the judgment and decree dated 02.12.2016 made in A.S. No.242 of 2015 on the file of XIX Addl. City Civil Court at Chennai confirming the findings and decision rendered in the Judgment and decree dated 30.09.2010 made in O.S. No.1228 of 2004 on the file of VI Assistant City Civil Court, Chennai.

S.A. No. 826 of 2017

- 1.Na.Iraivan
- 2.I.Kalaiyarasi
- 3.I.Tamilselvan

..Appellants

Vs.

M/s. The Madaras Purasawalkam
Hindu Janopakara Saswatha Nidhi
Ltd., rep. by its General Manager
Office at : 168, Vella Street,
Purasawalkam, Chennai - 86.

.. Respondent

Second Appeal filed is under Section 100 of Civil Procedure Code, 1908, against the judgment and decree dated 02.12.2016 made in A.S. No.243 of 2015 on the file of XIX Addl. City Civil Court at Chennai confirming the findings and decision rendered in the Judgment and decree dated 30.09.2010 made in O.S. No.5332 of 2004 on the file of VI Assistant City Civil Court, Chennai.

For Appellants : Mr. M.Krishnamoorthy
(in both appeals)

For Respondent : Mr. M.Devaraj
(in both appeals)

COMMON JUDGMENT

The learned counsel for the appellants submitted that the matter is amicably settled between the parties by way of a Joint Memo of Compromise dated 14.02.2022. The said compromise memo signed by the parties in the presence of their respective counsel is produced before this Court. As per the Joint Memo of Compromise, the settlement is subject to the following conditions:

i) The appellants / appellants / plaintiffs have to pay a sum of Rs.20,00,000/- as full and final settlement to the respondent / respondent / defendant on or before 07.02.2022.

ii) The appellants / appellants / plaintiffs as per the direction of the Hon'ble High Court of Madras, order in C.M.P. No.20453/2017 in S.A. No.825/2017 dated 12.12.2017, deposited a sum of Rs.3,00,000/- (Rupees Three Lakhs Only) by way of Demand Draft, DD No.984746 dated 10.01.2018 in favour of the Registrar City Civil Court, Chennai.

iii) The respondent/ respondent/ defendant will have no objection for withdrawal of Rs.3,00,000/- (Rupees Three Lakhs Only) to the appellants / appellants / plaintiffs (the above said Rs.3,00,000/- was deposited before the Registrar City Civil Court, Chennai as per the orders of this Hon'ble Court dated 12/12/2017).

iv) The respondent / respondent / defendant will return the documents to the appellants/ appellants/ plaintiffs after the receipt of the above said sum of Rs.20,00,000/- (Rupees Twenty Lakhs Only)

2. It is further recorded that the appellants / plaintiffs have issued several cheques in all for a sum of Rs.20,00,000/- in favour the respondent / defendant. The cheques were acknowledged by the parties. As per the compromise memo, the defendant has also returned all the documents to the plaintiff / appellant on 13.02.2022.. The defendant has no objection to withdraw the sum of Rs.3,00,000/- by the appellants / plaintiffs which was deposited in favour of Registrar, City Civil Court, Chennai. It is also stated that the plaintiffs and defendant have amicably settled their dispute among themselves and there is no further claim against each other in relation to the issues referred to in the Joint Memo of Compromise.

3. Learned counsel on either side requested this Court that the appeal may be disposed of in terms of Joint memo of compromise dated 14.02.2022.

4. Accordingly, these second appeals are disposed of in terms of the Joint Memo of Compromise dated 14.02.2022. No costs. Consequently, connected miscellaneous petition is closed. However, it is noticed that the compromise memo is signed only by the first respondent / first defendant. Since the second respondent in S.A. No.825 of 2017 is not a party, the compromise memo is not binding on the second respondent in S.A. No.825 of 2017. The compromise memo shall form part of record.

Sd/-

Assistant Registrar

//True Copy//

Sub Assistant Registrar

bkn

To

1.The XIX Addl. Judge,
City Civil Court, Chennai.

2.The VI Assistant Judge,
City Civil Court, Chennai.

+1cc to Mr.M.Devaraj, Advocate SR. No. 12545

S.A. Nos.825 & 826 of 2017

RR (CO)

PR (28/06/2022)