



IN THE HIGH COURT OF JUDICATURE AT MADRAS

MONDAY THE TWENTY FOURTH DAY OF JANUARY
TWO THOUSAND AND TWENTY TWO

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PRESENT:

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

O.S.A.No.307 of 2019

L.Munishwar Ganesan

.. Appellant/Plaintiff

Vs.

1.P.Ramesh Kumar

2.P.Jagdish Kumar

3.S.Sathyabalan

.. Respondents/Defendants

(R3 suo motu impleaded as a party respondent vide
Court order dated 18.02.2021 by NKKJ and PDAJ)

Prayer: Original Side Appeal filed under Order XXXVI Rule 9 of
Original Side Rules against the Judgment and Decree dated
20.09.2019 in A.No.2838 of 2019 in C.S. No.629 of 2012.

Decree: This Appeal coming on for hearing on this day in the
presence of Mr.R.Nithyash Sekhar, Advocate for the
appellant/Plaintiff herein, and of Mr.B.Kumarasamy Advocate
for Respondent No.1 and 2 and of Mr.F.Terry Chellaraja,
Advocate for the third respondent, and the parties herein
having entered into a compromise between themselves and having
filed into court a memo of compromise having been resolved
between the parties, viz., the plaintiff/appellant and the 1st,
2nd and 3rd respondent, along with the execution of the joint
memo of compromise herein, filed on 11.01.2022, and while
recording the terms of said Memo of compromise, the original
of which is annexed herewith, doth order and decree as
follows:-

1. That the 3rd respondent do agree to pay the said sum of
Rs.40,00,000/- (Rupees forty lakhs only) by way of Demand
Draft dated 06.01.2022 bearing no.154700 drawn on Bank of
Baroda, Perambur, Chennai Branch in favour of the
Appellant/Plaintiff towards the discharge of the Mortgage
loan; and



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2. That the appellant/plaintiff do agree to receive a sum of Rs.40,00,000/- (Rupees forty lakhs only) from the 3rd respondent towards the full and final settlement of the mortgage loan taken by the respondents 1 and 2/defendants; and
3. That on receipt of the amount of the Rs.40,00,000/- (Rupees forty lakhs only), the appellant/plaintiff shall execute and register a discharge receipt evidencing full and final settlement of the mortgage loan and handover all original title deeds pertaining to the schedule property to the 3rd respondent; and the Power of attorney in the name of Paranjothi Ammal, the mother of the appellant/Plaintiff, dated 18.04.2012 as Doc.No.311 of 2012 shall also be cancelled on the same day and the demand draft shall be handed over to the appellant/plaintiff on the date of registration of the discharge receipt at the registrar's office; and
4. That the respondents 1 and 2/defendants do agree to jointly receive a sum of Rs.7,50,000/- (Rupees seven lakhs and fifty thousand only) and shall execute a sale deed conveying the schedule property in favour of the 3rd respondent or his nominees and above agreed amount shall be paid by the 3rd respondent on the date of the execution of the sale deed.
5. That the 3rd respondent do agree to pay the said sum of Rs.7,50,000/- in the following manner to the respondents 1 and 2:
 - a. Rs.375,000/- (Rupees three lakhs and seventy five thousands only) by way of Demand draft dated 06.01.22, bearing no.154701, drawn on Bank of Baroda, Perambur, Chennai Branch in favour of the 1st respondent;
 - b. Rs.375,000/- (Rupees three lakhs and seventy five thousands only) by way of Demand draft dated 06.01.22, bearing no.154699, drawn on Bank of Baroda, Perambur, Chennai Branch in favour of the 2nd respondent;
6. That the registration of the relevant documents mentioned in clause c & d/clause 3 & 4 shall be completed within two weeks from the date of signing and recording of this Memo in O.S.A.No.307 of 2019 before this court; and
7. That there shall be no claim against each other and the parties to this compromise are discharged from their past, present and future liabilities, against each other, subject to the fulfillment of the terms of this compromise by each of the parties; and



8. That there shall be no costs in this appeal.

Sd/-

Assistant Registrar(CS IX)

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//True Copy//

Sub Assistant Registrar

To,

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

+1 cc to Mr. Nithyash Sekhar, Advocate Sr.NO.4677

+2 ccs to Mr. Ralph V. Manohar, Advocate Sr.NO. 3957

DATED:24.01.2022

DECREE

O.S.A.No.307 of 2019

Disposing of the Original side appeal
in terms of Memo of compromise
preferred against the Judgment and
Decree dated 20.09.2019 in A.No.2838
of 2019 in C.S.No.629 of 2021, as
stated therein.

ppa (CO)

A.SK(17/05/2022)