



A.S(MD)No.873 of 1996

WEB COPY

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

Dated : 13.12.2022

CORAM

THE HONOURABLE MRS.JUSTICE N.MALA

A.S.No.873 of 1996

and

C.M.P(MD)No.7342 of 2022

1.M.Thangamani (Died)

2.T.Ponmani

3.T.Sivamurugan

4.T.Rajini Rajesh

5.T.Madhanraj

6.Saraswathi Ammal (Died)

... Plaintiffs/Appellants

(Appellants 2 to 6 are brought on record as LRS of the deceased sole appellant vide order dated 14.06.2022 in M.P.(MD)No.1 of 2012)

(Memo filed in USR 2750 and recorded as 6th appellant died and A2 to A4 and R16 to R20, who are already on record are recorded as LRS of deceased 6th appellant vide Court order dated 26.06.2016 and 06.07.2018 in A.S. (MD)No.873 of 1996)

Vs

1.M.Selvaraj

2.K.Periyakaruppan

3.K.Selvam

4.S.Alagarsamy

5.M.Muthu Ganesh

6.M.Murugan

7.Raja (Died)



A.S(MD)No.873 of 1996

- 8.Rajkamal Transport Private Limited,
Through its Branch Manager,
136, Kamarajar Salai,
Madurai.
- 9.Thiyagarajan Chettiar
- 10.Tamil Nadu Civil Supplies Corporation,
Through its Regional Manager,
Kuruvikaran Salai,
Aringar Anna Nagar,
Madurai.
- 11.Sheik Davood,
- 12.K.Ellangovan
- 13.Patel Roadways Private Limited,
Through its Branch Manager,
136, Kamarajar Salai,
Madurai-1.
- 14.Jamal
- 15.K.Gandhi
- 16.Balasaraswathi
- 17.Priya
- 18.Prasath
- 19.Manikandan
- 20.Pramma Sakthi

...Defendants/Respondents

(R16 to R20 are brought on record as LRS of deceased R7, vide Court order dated 22.04.2017 in M.P(MD)Nos.1190 to 1192 of 2017)

PRAYER: Appeal Suit filed under Section 96 of Code of Civil Procedure, to set aside the judgment and decree passed by the I Additional Sub Court, Madurai in O.S.No.966 of 1990 dated 24.01.1996.

For Appellant : Mr.S.P.Samuelraja
For R2 & R5 : Mrs.Vijayakumari Natarajan
For Mr.S.Natarajan



WEB COPY

JUDGMENT

The parties have filed joint compromise memo for having entered into settlement before the Tamil Nadu Meditation and Conciliation Centre, Madurai Bench of Madras High Court, Madurai. The terms of the compromise memo are as follows:

“1. Both parties agreed the following terms and conditions. The respondents 5 and 6 agreed to pay the sum of Rs. 1,90,00,000/- (Rupees One Crore and Ninety Lakhs only) within a period of 18 months which starts from 02.11.2022 to the appellants herein.

2. The Respondents 5 and 6 agreed to pay the sum of Rs. 25,00,000/- (Rupees Twenty Five Lakhs only) through D.D. in favour of appellants as first installment before the Hon'ble Madurai Bench of Madras High Court and the same was accepted by the appellants.

3. The Respondents 5 and 6 agreed to pay not below not below a sum of Rs.25,00,000/- (Rupees Twenty Five Lakhs only) on every installments with an interval of six months. and the remaining balance amount will be fully settled at the last installment.

4. Since the appellants agreed to accept the total amount of Rs. 1,90,00,000/- (Rupees One Crore Ninety Lakhs only), the appellants and their respective legal heirs left their entire rights in the schedule of property in O.S.No.966/90 on the file of the I Additional Sub-Court, Madurai (M.M.P. Periakaruppan Ambalam & Co and Sri Meenambigai Rice Mill and all other properties in access thereto).

5. The Appellants hereby left all their future claims and interest arising thereby in their future in the schedule of property in O.S.No.966/90.

6. All the Exhibits filed by the Defendants/Respondents in O.S.No.966/1990 on the file of the I Additional Sub-Court, Madurai in hereby admitted by the Plaintiffs/Appellants are admitted as true one.



A.S(MD)No.873 of 1996

7. Both parties unanimously accept the settlement without any influence or any force in any manner and signed in this settlement on their own free will and consent.

8. The Appellants have every rights to continue the legal proceedings in case of any failure on the part of the respondents 5 and 6 and agreeing the same, both parties signed hereunder in the presence of their respective Advocates.

9. By signing this Agreement the parties hereto state that they have no further claims or demands against each other with respect to A.S.No.873/96 (Case No) and all disputes and differences in this regard have been amicably settled by the parties hereto through the process of conciliation /Mediation.”

2. The meditation report was filed on 02.11.2022 recording that meditation was completed and the settlement agreement was enclosed.

3. Today (13.12.2022), the parties appeared along with their learned counsels and acknowledged the settlement agreement before this Court also.

4. It is submitted that as per clause 6 B of the settlement agreement, the respondents 5 and 6 agreed to pay a sum of Rs.25,00,000/- by way of Demand Draft in favour of the appellants as first instalment before this Court.

5. In terms of the said clause, today (13.12.2022), the respondents 5 and 6 have produced the Demand Drafts in DD No.139279088 for a sum of Rs.6,25,000/- (Six Lakhs Twenty Five Thousand only) in favour of T.Ponmani, DD No.139279120 for a sum of Rs.6,25,000/- (Six Lakhs Twenty



A.S(MD)No.873 of 1996

Five Thousand only) in favour of T.sivamurugan, DD No.139279106 for a sum of Rs.6,25,000/- (Six Lakhs Twenty Five Thousand only) in favour of T.Ponmani and DD No.139279113 for a sum of Rs.6,25,000/- (Six Lakhs Twenty Five Thousand only) in favour of T.Rajini Rajesh towards first instalment. The receipt of the Demand Draft is also acknowledged by the appellants.

6. The appeal is allowed. The joint compromise memo shall form part and parcel of the decree. No costs. Consequently, connected miscellaneous petition is closed.

13.12.2022

Index : Yes / No

Internet : Yes / No

sn

To

1.The I Additional Sub Court, Madurai.

2.The Record Keeper, Vernacular Records,
Madurai Bench of Madras High Court, Madurai.



WEB COPY



A.S(MD)No.873 of 1996

N.MALA, J

sn

A.S.No.873 of 1996

13.12.2022