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A.S.No.581 of 2012

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 06.04.2023

CORAM :

THE HONOURABLE MR. JUSTICE S.S. SUNDAR

AND

THE HONOURABLE MR. JUSTICE P.B. BALAJI

A.S.No.581 of 2012

and

M.P.No.1 of 2012

1.Latha

2.Geetha

3.Muthukumar

... Appellants

Vs.

1.India Cements Capital & Finance Ltd., Chennai

Represented by its Principal Officer,

R.Srinivasan,

PSK Towers,

127C, Salem Road, Namakkal.

2.N.Govindasamy

... Respondents

Prayer : Appeal Suit filed under Section 96 of Code of Civil Procedure against the judgment and decree dated 19.01.2012 in O.S.No.20 of 2007 on the file of the Additional District Court, Namakkal.



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For Appellants : Mr.C.Jagadish
For R1 : Mr.S.Patrick
for M.R.Gokulakrishnan
R2 : Served (No appearance)

J U D G M E N T

(Judgment was delivered by **S.S. SUNDAR, J.**)

The above appeal is preferred by the defendants in the suit in O.S.No.20 of 2007 on the file of the Additional District Court, Fast Track Court, Namakkal, as against the decree for recovery of money based on a mortgage.

2.During the pendency of the appeal, it appears that the appellants have approached the 1st respondent/plaintiff for One Time Settlement and the 1st respondent/plaintiff has also agreed for One Time Settlement by receiving a sum of Rs.40,00,000/- in full quit of the entire claim pursuant to the judgment and decree dated 19.01.2012 in O.S.No.20 of 2007 on the file of the Additional District Court, Namakkal.

3.Pursuant to the negotiation, a compromise memo, dated 05.04.2023,



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signed by the appellants and the authorised representative of the 1st

respondent/plaintiff in the presence of their counsel is produced before this

Court. The respective counsel for the parties have also put their signatures.

As per the terms of compromise, the appellants have paid a sum of

Rs.20,00,000/- on 18.02.2023 by way of Demand Drafts dated 18.02.2023

drawn in favour of the 1st respondent/plaintiff. The 1st respondent has

acknowledged the receipt of the said Demand Draft. The balance amount of

Rs.20,00,000/- is also paid by way of another Demand Draft dated

20.03.2023 and the receipt of the same was also acknowledged by the 1st

respondent/plaintiff.

4.In view of the terms of compromise and the acknowledgement of receipt of the entire sum agreed by way of One Time Settlement, the 1st respondent/plaintiff has no objection for return of original title deeds pertaining to the suit property which has been mortgaged in favour of the plaintiff. The parties have now requested before this Court to dispose of the appeal in terms of the settlement.



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5.The above appeal is, therefore, disposed of in terms of the settlement

as per the compromise memo dated 05.04.2023. The compromise memo shall form part of the Court records. In view of the fact that the dispute is settled between the parties, Registry is directed to refund the entire Court fee paid in A.S.No.581 of 2012. No costs. Consequently, connected miscellaneous petition is closed.

(S.S.S.R., J.) (P.B.B., J.)
06.04.2023

mkn

Internet : Yes

Index : Yes / No

To

1.The Principal District Judge,
Namakkal.

2.The Additional District Judge,
Fast Track Court,
Namakkal.

3.The Section Officer,
VR Section, High Court,
Chennai.

| *with a direction to return*
| *the records to the Court below,*
| *if any, forthwith*

S.S. SUNDAR, J.
and

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