



AS.No.444 of 2011

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 19.01.2023

CORAM:

THE HONOURABLE MR.JUSTICE S.S.SUNDAR

AND

THE HONOURABLE MR.JUSTICE A.A.NAKKIRAN

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1. D.Sriraman (Died)
2. S.Dhanalakshmi
3. S.Vijayakumar
4. S.Vijayalakshmi
5. S.Suvitha
6. S.Sugumar
7. S.Devanathan

Appellants

Vs

Tamizhselvi

Respondent

Prayer:- This Appeal Suit has been filed, under Section 96 of CPC, against the judgement and decree, dated, 18.01.2010, made in OS.No.146 of 2008, by the Principal District Court, Cuddalore.

For Appellants : Mr.D.Veerasekaran

For Respondent : Mr.N.Suresh

JUDGEMENT

(Judgement of the Court was made by S.S.SUNDAR, J.)

1. This Appeal Suit has been filed, against the judgement and decree, dated, 18.01.2010, made in OS.No.146 of 2008, by the Principal District Court, Cuddalore.



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2. The Respondent herein/ Plaintiff filed the above suit for specific performance and the said suit was decreed for specific performance, in favour of the Respondent/ Plaintiff against the sole Defendant, D.Sriraman. The sole Defendant filed the above appeal. During the pendency of the appeal, the sole Appellant died and hence, the Appellants 2 to 7 herein were brought on record as his legal representatives.
3. When the matter was heard earlier, the learned counsel appearing on either side reported that the parties are negotiating for settlement. Today, a Memo of Compromise, dated 08.01.2023, signed by the parties in the presence of their respective counsel and by their respective counsel, is produced before this Court. It is stated that the parties have voluntarily resolved the dispute and agreed for the settlement, as per the said Memo of Compromise.
4. The terms of the said Memo of Compromise, dated 08.01.2023 read as follows:-
 1. The Appellants agree to pay Rs.65,00,000/- (Rs.Sixty Five Lakhs only) to the Respondent.
 2. The above amount of Rs.65,00,000/- (Rs.Sixty Five Lakhs only) shall be paid by the Appellants to the Respondent within a period of 30 days in two instalments. The period of 30 days shall be adhered to by the Appellants strictly without any default and there will not be any further extension.
 3. The Appellants shall pay in first instalment of Rs.30,00,000/- (Rs.Thirty Lakhs Only) within a period of 15 days (on or before 24.01.2023). The second instalment of Rs.35,00,000/- (Rs.Thirty Five lakhs only) shall be paid by the Appellants to the Respondent on or before 08.02.2023. Hence, the total amount of Rs.65,00,000/- (Rs.Sixty Five Lakhs only) shall be paid on or



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4. before 08.02.2023 by the Appellants to the Respondent.
5. Both parties agree that in default of the payment of the amount of Rs.65,00,000/- (Rs.Sixty Five Lakhs only) by the Appellants to the Respondent, the said amount of Rs.65,00,000/- (Rs.Sixty Five Lakhs only) will carry interest at 12% from the date of expiry of 30 days (from 08.02.2023).
6. The suit property will stand as a security for the prompt repayment of the amount of Rs.65,00,000/- (Rs.Sixty Five Lakhs only) on or before 08.02.2023 by the Appellants to the Respondent and including the interest at 12% on the said amount in default of payment of the same within the said period by the Appellants to the Respondent.
7. The failure to pay the above amount including the interest if any as stated supra, the Respondent is entitled to proceed against the suit schedule property and the entire amount will be realized therefrom.
8. On payment of the above said amount of Rs.65,00,000/- (Rs.Sixty Five Lakhs only) with interest if any at the rate of 12%, there will be full quit and there will be no claim by the Respondent against the Appellants either in respect of the suit schedule property or for any other amount.
9. The Appellants have no objection for the Respondent to withdraw the amount of Rs.34,00,000/- (Rs.Thirty four lakhs only) deposited in the Principal District Judge's Court, Cuddalore in OS.No.146/2008 on 20.04.2010 and the Respondent is entitled to file necessary application before the learned Principal District Judge's Court, Cuddalore in OS.No.146/2008 to withdraw the said amount and the application if filed can be allowed without any reference or notice to the Appellants.
10. On the basis of the above there will be a decree in favour of the Respondent in respect of the amounts liable to be paid by the Appellants to the Respondent and charge created on the suit schedule property."
11. The learned counsel on either side reported that this appeal may be disposed of in terms of the Memo of Compromise, dated 08.01.2023.



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and
A.A.NAKKIRAN, J.

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12.Recording the submissions of the learned counsel on either side and the Memo of Compromise, dated 08.01.2023, this Appeal Suit is disposed of, in terms of the said Memo of Compromise. The Memo of Compromise, dated 08.01.2023 shall form part of the records. Since this appeal is disposed of in terms of the said Memo of Compromise, it is open to the Appellants to file an application for refund of the Court fee, as permissible in law. No costs.

(S.S.S.R.J.) & (A.A.N..J.)
19.01.2023

Index:Yes/No
Web:Yes/No
Speaking/Non Speaking
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Note to Office:-

Issue on 23.01.2023

To

1. The Principal District Judge, Cuddalore
2. The Record Keeper, VR Section, Madras High Court

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