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A.S.No.168/2023

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED :: 28-04-2023

CORAM

THE HONOURABLE MR.JUSTICE S.VAIDYANATHAN

AND

THE HONOURABLE MRS.JUSTICE R.KALAIMATHI

A.S.No.168 of 2023

T.Murugesan (Deceased)

1.Rathna
2.Selvakumar
3.Jeeva
4.Santhosh Kumar

...

Appellants

-VS-

1.S.Murugan

2.R.Nagaraj

...

Respondents

Appeal is filed under Order 41 Rule 1 read with Section 96 of the Civil Procedure Code, against the judgment and decree, dated 15.04.2015, passed in O.S.No.32 of 2009, on the file of Principal District Judge, Krishnagiri.

For Appellants : Mrs.K.Anusuya

For Respondent 1 : Mr.R.Lakshminarayanan

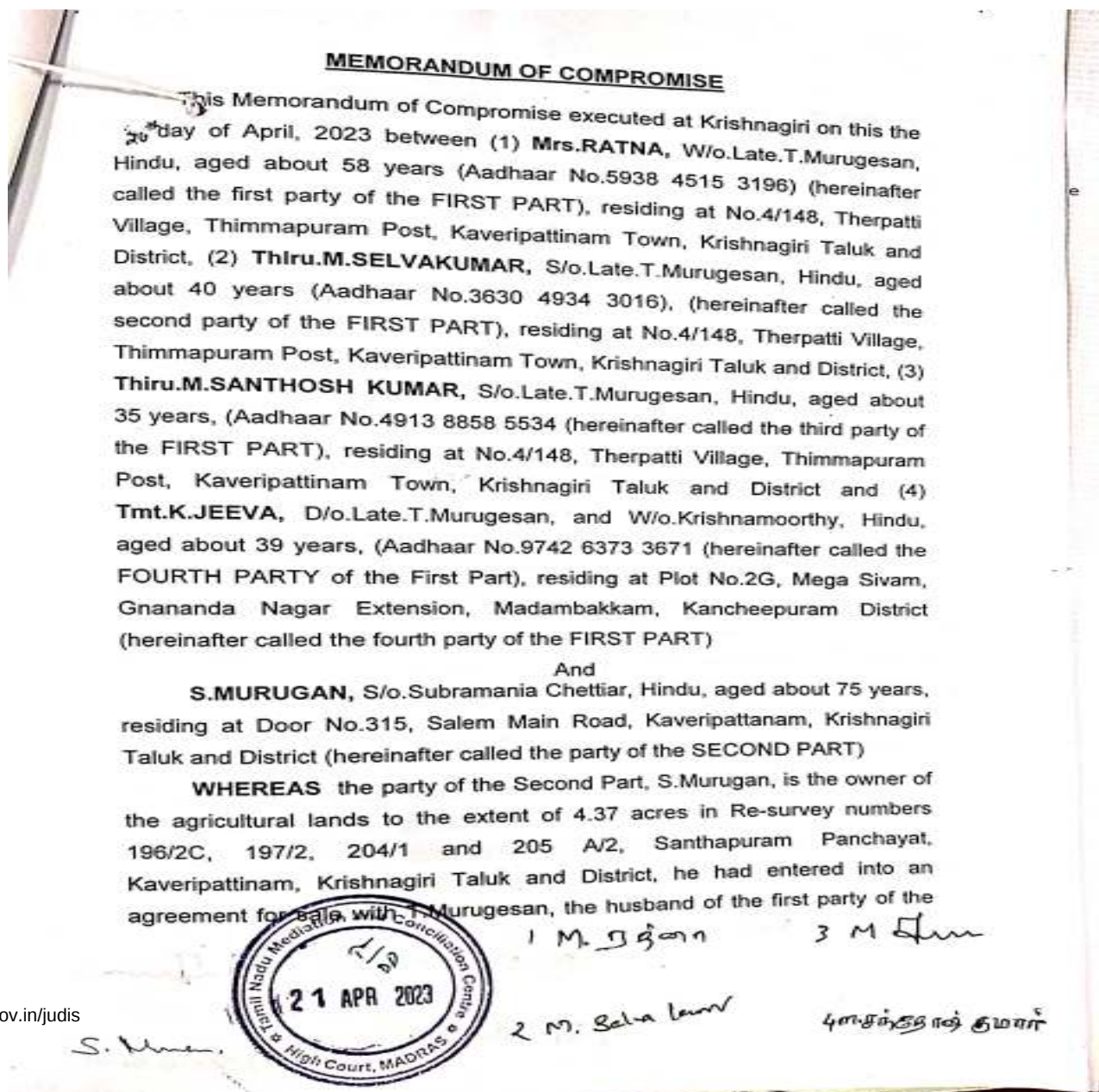


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JUDGMENT
(By *S.Vaidyanathan,J.*)

Learned counsel for the appellants and the first respondent have filed a Joint Memo of Compromise, dated 20.04.2023, entered into between the parties, duly signed by them and their counsel, requesting for disposing of this Appeal Suit in terms of the said Memo. The said Memo of Compromise is scanned below :





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First Part and the father of the second to fourth parties herein on 07.03.2007 and received the advance sum out of the sale consideration of Rs.1.5 lakhs and on 30.03.2007 he received a further advance sum of Rs.5.51 lakhs thus totalling to Rs.7.01 lakhs from the said T.Murugesan (since deceased);

WHEREAS the Agreement holder T.Murugesan filed in O.S.No.32 of 2009 before the Principal District Court, Krishnagiri against the party of the Second Part S.Murugan seeking the principal relief of Specific Performance of the said agreement for sale that the court and in the alternative for refund of the advance sum aforesaid by Judgment and Decree pronounced on 15.04.2015 while holding that the said T.Murugesan is not entitled to seek the relief of specific performance of the said agreement directed the party of the Second Part to return to the agreement holder, the said T.Murugesan the total advance of the sale consideration of Rs.7.01 lakhs;

WHEREAS the said T.Murugesan had died intestate on 15.06.2021 and his legal heirs i.e. the parties of the First Part herein preferred the aforesaid Appeal in the High Court, Madras against the judgement and decree in O.S.No.32 of 2009 on the file of the Principal District Court, Krishnagiri and the said Appeal is numbered as AS No.168 of 2023 which is pending disposal;

WHEREAS the parties herein have considered the long pendency of this litigation and old age and poor health condition of the party of the second part have agreed to a compromise accordingly on the 14.03.2023 the parties had discussions in the presence of the elders and well wishers of the village agreed unanimously to submit to the terms of the compromise before the Honourable High Court, Madras for consideration and grant of a decree in A.S.No.168 of 2023;

1 S. Murugan

1 M. S. S. S. S.

3 M. S. S. S.

2 M. S. S. S.

4 M. S. S. S.



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NOW THIS MEMORANDUM OF COMPROMISE WITNESSETH AS FOLLOWS:

- (1) Both Parties herein agree that the sum of Rs.7,01,000/- deposited by the party of Second Part in the court deposit to the credit of O.S.No.32 of 2009 before the Principal District Court, Krishnagiri towards the full satisfaction of the decree dated 15.04.2015 shall be collectively by all be entitled to all the legal heirs of T.Murugesan (i.e) parties of the first part.
- (2) The parties of the First Part shall file the necessary payment out petition for the return of the aforesaid amount including accrued interest if any in the Court deposit and the party of the Second Part has no objection for the payment out of the said amount to the parties of the First Part.
- (3) Both Parties further agree that by paying another lump sum of Rs.13,25,000/-(Rupees thirteen lakhs and twenty five thousand only) will be paid by the party of Second Part to the parties of the First Part collectively as exgratia; that accordingly the party of the Second Part had paid to all the parties of the First Part a part of the said sum of Rs.1,25,000/-(Rupees one lakh and twenty five thousand only) by cash in the presence of the Village elders and well wishers on 14.03.2023 and the parties of the First Part do acknowledge the receipt of the said amount.
- (4) The parties herein agree that they shall withdraw all the respective criminal complainant this appeal and other cases against each other filed by them pending before the Courts, and complaints, filed before the Police Station and other Authorities pending before them; that only after the withdrawal of the same, the balance of the agreed amount Rs.12,00,000/- (Rupees twelve lakhs only) shall be paid by the party of the Second Part to the parties of the First Part after proper acknowledgment and stamped Receipt.

1 S. Kumar

1 M. D. Jagan

3 M. Jagan

2 M. Selvakumar

4 M. Srinivasan

**Details of payment as given below:**

- (a) Mrs.Ratna has received the sum of Rs.3,00,000/- (Rupees three lakhs only) by way of a demand draft bearing No.620511 dated 06.04.2023 Drawn on Indian Bank, Kavierpattinam Branch, Krishnagiri District in favour of the party of the first part)
- (b) M.Selvakumar had received the sum of Rs.3,00,000/- (Rupees three lakhs only) by way of a demand draft bearing No.620510 dated 06.04.2023 drawn on Indian Bank, Kaveripattinam Branch, Krishnagiri District in favour of the party of the first part)
- (c) M.Santhoshkumar had received the sum of Rs.3,00,000/- (Rupees three lakhs only) by way of a demand draft bearing No.620514 dated 06.04.2023 drawn on Indian Bank, Kaveripattinam Branch, Krishnagiri District in favour of the party of the first part)
- (d) Mrs.K.Jeeva has received the sum of Rs.3,00,000/- (Rupees three lakhs only) by way of a demand draft bearing No.620513 dated 06.04.2023 drawn on Indian Bank, Kaveripattinam Branch, Krishnagiri District in favour of the party of the first part)

Thus the parties of the first part 1 to 4 are collectively received the balance amount of Rs.12,00,000/- (Rupees twelve lakhs only) as full and final settlement the receipt of which the party of the first part admits and acknowledges

(5) Both Parties agree that the withdrawal of cases shall be completed immediately; and that the Parties of the First Part and the Second Part shall have no grievance and illwill against each other.



1 M. S. Ratna

3 M. Selvakumar

2 M. Santhosh Kumar

4 M. K. Jeeva



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In witness whereof the parties hereunto set their hands on the date, day and year above written in the presence of

WITNESSES:

1.

1. M. S. S. S.

2. M. S. S. S.

3. M. S. S. S.

2.

4. M. S. S. S.

PARTIES OF THE FIRST PART

S. S. S.

PARTIES OF THE SECOND PART

1. S. S. S. (P-SURE STA)

2. S. S. S. (G. S. S. S.)



2. Therefore, recording the said Joint Memo of Compromise, dated 20.04.2023, this Appeal Suit is disposed of. The Joint Memo of Compromise shall form part of the decree. No costs. Consequently, the connected C.M.P.No.6588 of 2023 is closed. The appellants are entitled for refund of Court Fee.

Index : Yes/No

Internet : Yes/No

Speaking / Non-speaking Order
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(S.V.N.,J.)

(R.K.M.,J.)

28-04-2023



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A.S.No.100/2023

1.Principal District Judge,
Krishnagiri.

2.V.R.Section,
High Court,
Madras.



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A.S.No.168/2023

S.VAIDYANATHAN,J.
AND
R.KALAIMATHI,J.

dixit

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