



O.A.No.60 of 2023

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KRISHNAN RAMASAMY, J.

When the matter is taken up today, the learned counsel appearing on either side submitted that the matter has been settled between the parties out of the Court and a Memo of Compromise entered between the parties dated 27.02.2023 has also been filed to that effect. The learned counsel for the parties also requested that the matter may be disposed of in terms of the Memo of Compromise.

2. The said Memo of Compromise dated 27.02.2023 reads as follows:-

MEMO OF COMPROMISE

The parties for the above application submit as follows: -

- 1. The respondent herein the owner of the petition property measuring an extent of 8 acres 87½ cents covered under the Patta No.12017 at Kundrathur Village and Taluk, Kancheepuram District more fully described hereunder in the Schedule. The Respondent intended to sell the property, after few rounds of negotiations, it was agreed between the parties that the sale consideration was fixed as Rs.5,75,000/- per cent. The terms of the sale were reduced in writing by a memorandum of understanding dated 16/10/2020, in that all the partners were signed on behalf of the applicant and the respondent was represented by its authorized representative.*



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2. *While entering the above said memorandum of understanding, at the request of the Respondent a sum of Rs.96,00,000/- was paid by Cash and further sum of Rs.2,04,00,000/- was paid by cheque in total a sum of Rs.3,00,00,000/- and the same also acknowledged by the respondent in the said memorandum of understanding. We are ready to do our part of contract, the respondent is not able to do its part of the contract. In this regard several WhatsApp communications, telecon and in person meeting was held but, the respondent is not interested in proceed with the sale and only interested in drag the same. It is pertinent to mention here that on receipt of the payment from Applicant, the Respondent executed documents as per the orders of the BIFR, but not able to get the documents released so that the sale process shall proceed next stage as per the memorandum of understanding*
3. *The petition property was mortgaged with the Federal bank and it was agreed that applicant have to settle directly to the bank to clear the mortgage, but because of the non-cooperation of the Respondent, applicant is not able to settle the bank, since the respondent failed to give necessary instruction either to the bank or to applicant. The dispute arose between the parties, hence, the applicant filed above OA No.60 of 2023 before this Hon'ble Court. On receipt of notice, the parties sit and mediate with them and settled the issue on the following terms: -*
 - (i) *The Respondent agreed to sell two acres of the land more fully described hereunder.*
 - (ii) *The same was accepted by Plaintiff and it is ready to*



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purchase the above schedule mentioned property for agreed sale consideration.

Therefore, the parties jointly prayed that this memo of compromise and pass suit able orders and thus render justice.

SCHEDULE OF PROPERTY

Item:I

All that piece and parcel of vacant land situated at Karaima Nagar, Kundrathur “B” Village, Kundrathur Taluk, Kancheepuram District, 0.47.4 Cents comprised in Survey No.6/1A, within the Registration District of Chennai South and Sub-Registration District of Kundrathur, and bounded by:

North by : Survey No.1

South by : Survey No.6/2

East by : Survey No.6/1B

West by : Survey No.5/1 and Survey No.5/4

Item:II

All that piece and parcel of vacant land situated at Karaima Nagar, Kundrathur “B” Village, Kundrathur Taluk, Kancheepuram District, 0.35 Cents in the eastern side out of 1 Acre 86 Cents comprised in Survey No.5/1, within the Registration District of Chennai South and Sub-Registration District of Kundrathur, and bounded by:

North by : Survey No.4

South by : Survey No.1378

East by : Survey No.6/1A

West by : Survey No.5/1 and remaining lands in Survey No.5/4



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Item:III

All that piece and parcel of vacant land situated at Karaima Nagar, Kundrathur “B” Village, Kundrathur Taluk, Kancheepuram District, 0.17.6 Cents in the eastern side out of 1 Acre 55 Cents comprised in Survey No.5/4, within the Registration District of Chennai South and Sub-Registration District of Kundrathur, and bounded by:

North by : Survey No.4

South by : Survey No.1378

East by : Survey No.6/1A

West by : Survey No.5/1 and remaining lands in Survey No.5/4

Item:IV

All that piece and parcel of vacant land situated at Karaima Nagar, Kundrathur “B” Village, Kundrathur Taluk, Kancheepuram District, Acre 0.59.44 Cents comprised in Survey No.5/1 out of 1.86 Cents, which is remaining portion in the Survey number after the vendor sold 0.35 Cents to the Purchaser herein by way of deed of Sale dated 25.02.2023, duly registered In the office of Sub-Registrar, Kundrathur, within the Registration District of Chennai South and Sub-Registration District of Kundrathur, and bounded by:

North by : Survey No. 4

South by : Survey No. 5/4

East by : Survey No. 6/1A

West by : Remaining land in Survey No 5/1



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Item:V

All that piece and parcel of vacant land situated at Karaima Nagar, Kundrathur “B” Village, Kundrathur Taluk, Kancheepuram District, 0.36.6 Cents in the eastern side out of 1 Acre 55 Cents comprised in Survey No.5/4, which is remaining portion in the Survey number after the vendor sold 0.17 Cents to the Purchaser herein by way of deed of Sale dated 25.02.2023, duly registered In the office of Sub-Registrar, Kundrathur, within the Registration District of Chennai South and Sub-Registration District of Kundrathur, and bounded by:

North by : Survey No 5/1

South by : Vacant land

East by : Survey No 6/1A

West by : Survey Nos 5 / 4 & 5 / 5

Item:VI

All that piece and parcel of vacant land situated at Karaima Nagar, Kundrathur “B” Village, Kundrathur Taluk, Kancheepuram District, 0.09 Cents in the eastern side out of 1 Acre 78 Cents, which is remaining portion in the Survey number after the vendor sold 0.35 Cents to the Purchaser herein by way of deed of Sale dated 25.02.2023, duly registered In the office of Sub-Registrar, Kundrathur, comprised in Survey No.5/5, within the Registration District of Chennai South and Sub-Registration District of Kundrathur, and bounded by:

North by : Survey No. 5 / 4 Part

South by : Vacant land

East by : Survey No. 5 / 4 Part

West by : Remaining land in Survey No. 5 / 5



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3. In terms of the Memo of Compromise, this Original Application is disposed of and the same shall form part of the order. There shall be no order as to costs.

01.03.2023

Note: Issue order copy by 02.03.2023

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