



WEB COPY



C.R.P(NPD).No.1078 of 2022

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 28.02.2023

CORAM

THE HONOURABLE **MR.JUSTICE N.SESHASAYEE**

C.R.P(NPD).No.1078 of 2022
and C.M.P.No.5525 of 2022

Manoj Kumar A. Gandhi
Proprietor of M/s.GANDHI INDUSTRIAL ELECTRICALS
No.139, Linghi Chetty Street
Parry's, Chennai 600 001

... Petitioner

Vs.

M/s.SIMPLEX INFRASTRUCTURES LTD.
Represented by its authorised signatory

... Respondent

Prayer: Petition filed under Article 227 of Constitution of India, seeking to set aside the fair and decreetal order dated 17.12.2021 in I.A.No.03 of 2021 in O.S.No.3156 of 2021 in the file of VI Additional City Civil Court, Chennai.

For Petitioner : Mr.S.Dhakshnamoorthy

For Respondent : Mr.Thriyambak J.Kannan



C.R.P(NPD).No.1078 of 2022

ORDER

In this case, both the parties have compromised the matter and an agreement dated 11.11.2022 too has been entered into between the parties. However, this agreement entered into between the parties before the Mediator is not yet made the rule of the Court. In the meantime, the respondent is stated to have paid the petitioner the entire principal amount and there is a meagre outstanding in the form of interest payable on the same.

2.In the course of hearing, this Court was informed that the petitioner had paid the principal amount but some interest amounting to around Rs.36,000/- to Rs.40,000/- alone remains to be paid. To a pointed query to the learned counsel for the petitioner as to why this interest amount is not paid inspite of the fact that it is required to be paid in terms of the compromise agreement, the learned counsel on instructions submitted that the accounts department of the respondent requires a debit note or some documents from the petitioner to make the payment.

3.This is curious, since in terms of the agreement and in terms of the decree



C.R.P(NPD).No.1078 of 2022

that is passed based on the said agreement, there is an obligation cast on the respondent to pay it and it does not require any further bill to be raised on it by the petitioner. Now, it is a question of obeying the decree or not obeying the decree and facing the consequence that flows out of both the situation. The respondent is now required to take a call.

4.Now, this Court chooses to pass a decree in terms of the agreement dated 11.11.2022 entered into between the parties before the Mediator. A decree be passed in terms thereof. The suit is accordingly decreed in the manner indicated above. This civil revision petition stands disposed of. No costs. Consequently, the connected miscellaneous petition is closed.

28.02.2023

kas

Note to Office: The Registry concerned is directed to refund the Court fee as per rule.

Index: yes / no

Internet : yes / no

Speaking / Non speaking order

To.

The VI Additional City Civil Judge, Chennai.

3/4



WEB COPY



C.R.P(NPD).No.1078 of 2022

N.SESHASAYEE, J.

kas

C.R.P(NPD).No.1078 of 2022
and C.M.P.No.5525 of 2022

28.02.2023