



C.R.P. No1871 of 2018

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 04.01.2023

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THE HONOURABLE MRS. JUSTICE T.V.THAMILSELVI

C.R.P.No.1871 of 2018
and
C.M.P.No. 10798 of 2018

N. Venkatesh

... Petitioner

Versus

C.K. Azeez

... Respondent

PRAYER : Civil Revision Petition is filed under Art. 227 of Constitution of India, praying to set aside the fair and Decreetal order dated 12.09.2017 made in R.C.A.No.255 of 2012 on the file of the Learned VII Small Causes Judge, Chennai reversing the fair and decreetal order dated 03.04.2012 made in R.C.O.P.No.1808 of 2009 on the file of learned XIII Small Causes Judge, Chennai and allow this Civil Revision Petition.

For Petitioner : M/s. P. Dinesh Kumar

For Respondent : Mr.R. Marudhachalamurthy



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ORDER

This petition is filed praying to set aside the fair and Decreetal order dated 12.09.2017 made in R.C.A.No.255 of 2012 on the file of the Learned VII Small Causes Judge, Chennai reversing the fair and decreetal order dated 03.04.2012 made in R.C.O.P.No.1808 of 2009 on the file of learned XIII Small Causes Judge, Chennai

2. Earlier this Court by an order dated 02.11.2022 referred the matter for mediation and the parties are directed to appear before the Mediation Centre on 15.11.2022.

3.Today when the matter is taken up for hearing the learned counsel for the petitioner produced a report wherein it has been stated that the parties are arrived at a settlement and has also entered into a Joint compromise memo which is as follows:

1. It is submitted that the petitioner is the landlord and the respondent is



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the tenant.

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2. The petitioner/landlord filed R.C.O.P.No.1808 of 2009 to evict the tenant/respondent on the ground of willful default.
3. The RCOP filed by the petitioner/landlord allowed on 03.04.2012.
4. The respondent/tenant filed RCA No.255 of 2012 as against the order dated 03.04.2012.
5. The appeal filed by the respondent/tenant in RCA No.255 of 2012 was allowed and remanded back to the Rent Controller for reconsideration by order dated 12.09.2017.
6. The Landlord/Petitioner filed Revision before this Hon'ble Court in C.R.P.No.1871 of 2018 as against the Judgment passed in R.C..No.255 of 2012 dated 12.09.2017.
7. When the Revision is pending consideration, the Landlord and Tenant are decided to settle the issue amicably and thereby it is referred before High Court Mediation Center.
8. The landlord and tenant had several rounds of mediation talk between them and as per the advice of the mediator as well as the respective counsels, they arrived an amicable settlement between them on the



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following terms.

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Terms of Settlement:

(i) The tenant hereby agreed to vacate the premises to landlord after 18 months commencing from 01.01.2023 to 30.06.2024 and the same is agreed by the landlord.

ii. The landlord agreed to settle Rs.9,00,000/- to in favour of tenant. The said amount includes the amount lying in the credit of RCOP No.1808 of 2009 Small Causes Court, Chennai as well as the advance paid by the tenant to the landlord.

iii. The landlord has no objection that the tenant can withdraw the amount which is lying in the credit of RCOP No.1808 of 2009 and after adjusting the same the remaining amount will be settled as agreed above by the landlord to in favour of tenant by way of Demand Draft at the time of handing over the premises.

iv. In view of the above amicable settlement arrived between the landlord and tenant, they are agreed to dispose the pending case of C.R.P.N0.1871 of 2018 on the file of this Hon'ble Court and R.C.O.P.N. 1808 of 2009 on the file of Small Causes Court, Chennai.



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4. Recording the Joint Compromise Memo dated 22.12.2022 filed by the learned counsels appearing for the petitioner as well as the respondent, this Civil Revision Petition is disposed of “Settled out of the Court”. The above Compromise Memo dated 12.12.2022 shall for part of the decree. No order as to costs. Consequently connected miscellaneous petition is closed.

5. However if the respondent fails to follow the terms of contract, the petitioner is at liberty to proceed the case in the manner known to law.

04.01.2023

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To

1. The Learned VII Small Causes Judge, Chennai
2. The learned XIII Small Causes Judge, Chennai

T.V.THAMILSELVI, J.

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