



C.R.P.No.2214 of 2018

WEB COPY

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated : 01.09.2023

CORAM

THE HONOURABLE MR. JUSTICE V. LAKSHMINARAYANAN

C.R.P.No.2214 of 2018

and

C.M.P.No.13966 of 2018

1.N.Gothandaraman

2.Muniyammal

...Petitioners

Vs.

1.E.Balaji

2.T.Sivalogini Ammal

3.Hari Raman

4.Samidurai

...Respondents

Prayer: Petition filed under Article 227 of the Constitution of India as against the Fair and Decretal Order dated 25.07.2018 passed by the learned Additional District Munsif, Cuddalore, in E.A.No.3 of 2018 in E.A.No.1 of 2016 in E.P.No.361 of 1999 in O.S.No.92 of 1989.

For Petitioners : Ms.G.Sumitra

For Respondents : Mr.R.Guru Raj for R2

ORDER

This revision petitioner and the auction purchaser appeared via Video Conference today. They were identified by Ms.G.Sumitra, learned counsel appearing for the petitioners and Mr.R.Guru Raj,



C.R.P.No.2214 of 2018

learned counsel appearing for the 2nd respondent.
WEB COPY

2.A memo of compromise has been filed into Court on 31.08.2023 by the revision petitioners stating that the respondents 3 and 4 are the Judgment Debtors. They prayed that the respondents 3 and 4 may be permitted to be given up by the revision petitioners.

3.The Memo of Compromise reads as follows:

TERMS OF COMPROMISE

- a) The 2nd respondent herein has obtained a Preliminary Mortgage Decree upon a simple mortgage dated 07.08.1984 executed on behalf of revision petitioners and respondents 3 and 4.
- b) The Preliminary Decree was passed on 19.11.1990 in O.S.No.92 of 1989 on the file of the Additional Sub Court, Cuddalore.
- c) On 24.06.1993, Final Decree was passed in I.A.No.1010 of 1992 in O.S.No.92 of 1989 by the Sub Court, Cuddalore.
- d) The case was transferred to the District Munsif Court, Cuddalore, on enhancement of pecuniary



WEB COPY



C.R.P.No.2214 of 2018

jurisdiction of District Munsif Court.

- e) The 2nd respondent/decree holder filed E.P.No.361 of 1999 for sale of the hypothecation. In the Court auction sale held on 28.08.2003. The 1st respondent became the successful bidder. the sale was confirmed on 19.06.2015.
- f) The 1st respondent/auction purchaser filed E.A.No.11 of 2016 for delivery of the properties. Delivery was ordered on 25.07.2018.
- g) The revision petitioners filed E.A.No.3 of 2018 in E.A.No.1 of 2016 in O.S.No.92 of 1989 under Section 47 CPC. It was dismissed on 25.07.2018 as against which the present revision has been filed.
- h) Considering that the decree is upon a simple mortgage and since the revision petitioners have offered to discharge the decree along with cost incurred by respondents 1 and 2, the respondents 1 and 2 have consented to agree for the same.
- i) Accordingly, the parties have arrive at a settlement by which the respondents 1 and 2 agree to receive a sum of Rs.3, 50,000/- (Rupees three lakhs and fifty thousand only) in full quit of dues under the decree.
- j) The revision petitioners have already paid Rs.50,000/- (Rupees fifty thousand only) to the 1st



C.R.P.No.2214 of 2018

respondent. Revision petitioners shall pay the balance of Rs.3,00,000/- (Rupees three lakhs only) on or before 30.11.2023.(Thirty eleven two thousand twenty three).

- k) On the revision petitioners paying the balance of Rs.3,00,000/- (Rupees three lakhs only) on or before 30.11.2023.(Thirty eleven two thousand twenty three), the decree shall stand fully discharged. Full satisfaction shall be recorded.
- l) On the revision petitioners failing to pay the balance amount before 30.11.2023, the 1st respondent shall be entitled to take delivery of the properties purchased by him in the Court auction without any resistance from the revision petitioners or 4th respondent herein.
- m)The 2nd respondent/decreed holder shall receive whatever amount is due, from the 1st respondent/auction purchaser.
- n) Any amount lying in Court, deposited by revision petitioners can be received by revision petitioners without the consent of respondents 1 and 2.
- o) On payment of Rs.3,50,000/- on or before 30.11.2023 the Court auction sale dated 28.08.2023 confirmed on 19.06.2015, shall stand set aside.



C.R.P.No.2214 of 2018

- p) On such discharge, the 1st respondent shall obtain the original Sale Certificate from Court and hand it over to the revision petitioners under acknowledgment.
- q) This compromise decree can be registered with the Sub Registrar concerned, at the option of revision petitioners.
- r) The parties to the litigation shall bear their own cost throughout.

4.I have gone through the memo of compromise. I did not find any term contrary to Law. The memo of compromise is taken on record.

Accordingly, this Civil Revision Petition is disposed of in terms of Memorandum of Compromise. No Costs. Consequently, connected Miscellaneous Petition is closed.

01.09.2023

Index : Yes/No
Speaking Order : Yes/No
Neutral Citation Case : Yes/No
mps



WEB COPY



C.R.P.No.2214 of 2018

V. LAKSHMINARAYANAN, J.

mps

To

The Additional District Munsif,
Cuddalore.

C.R.P.No.2214 of 2018 &
C.M.P.No.13966 of 2018

01.09.2023