



C.S.No.737 of 2011
and A.No.4964 of 2022

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 20.02.2023

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THE HONOURABLE MR.JUSTICE N.SESHASAYEE

C.S.No.737 of 2011
and A.No.4964 of 2022

S.Lakshmipathy

... Plaintiff

Vs.

L.Gowtham Raj

... Defendant

Prayer: The Civil Suit has been filed under Order IV Rule 1 Order XXXVII Rule 2 of Original Side Rules and Order VII Rule 1 of C.P.C., prays for a judgment and decree:-

a) that an account may be taken of the amount due to the defendant for principal interest and costs;

(b) that upon payment of the same by the plaintiff, directing the defendant to deliver the mortgage instrument and all other documents in his possession relating to the schedule property to the plaintiff and to execute and register an acknowledgment in writing to the effect that the interest credited by the mortgage has been extinguished;



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(c) granting permanent injunction restraining the defendant not to interfere with the peaceful possession and enjoyment of the suit scheduled property by the defendant or by his men or agent or anybody claiming through or under him except under the due process of law and for costs.

For Plaintiff : M/s.A.Balasingh Ramanujam

For Defendant : Mr.D.Saikumaran

JUDGMENT

Joint Memo of Compromise dated 20.02.2023 has been filed. The respondent is present before this Court.

2.In a suit for redemption, mortgage money has been entirely paid but original title deeds deposited with the mortgagee has not been returned. Mortgagee consistently makes a statement that the mortgage deed has been misplaced and that he could not trace it.

3.This issue has been coming before this Court and also before the learned Master frequently. This Court is now informed that the parties have arrived at an understanding by it. The mortgagee would return the original documents to the plaintiff as and when he finds it. In the meantime, in case



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it was misused by anybody the mortgagee will also indemnify such loss which the mortgagor may suffer. This is the quintessence of the memo now filed.

4.It is this dispute which is now compromised. Memo of Compromise dated 20.02.2023 is recorded and taken on file.

5.The concerned Sub Registrar, Sowcarpet is also required to register the same on payment of such charges which may be statutorily payable for registering of this order. In the eventuality of any registration charges need to be paid on it, the defendant / respondent shall bear the same.

6.Accordingly, the civil suit is decreed in terms of the Memo of compromise. The Memo of compromise dated 20.02.2023 shall form part of the decree. No costs. Consequently, the connected application is disposed of.

20.02.2023

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N.SESHASAYEE., J.
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