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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 27.09.2023

THE HONOURABLE MS. JUSTICE R.N.MANJULA

C.S.No.115 of 2023 and

O.A.No.596 of 2023

1.M/s.Ramu & Co.,
A registered Partnership Firm,
rep by its Partners,
i. Mr.Rajsh Bhansali,
ii. Mr.B.Gokul,
iii.Dr.B.Sudha,
iv.Ms.B.Anandhi,
v. Smt.B.Gurubakiyam,
vi.M/s.VVT Hotels Private Limited,
vii.M/s.VVA Hotels Private Limited,
viii.M/s.VVA Constructions Private Limited,
(vi-viii rep by its Authorised Signatory, Mr.P.K.Subburaman)
ix.Ms.Tamanna Aggarwal.

2.Mr.Rajesh Bhansali,
Managing Partner -M/s.Ramu & Co.,
A Registered Partnership Firm.

3.Mr.B.Gokul,
Partner -M/s.Ramu & Co.,
A Registered Partnership Firm.

4.Dr.B.Sudha,
Partner -M/s.Ramu & Co.,
A Registered Partnership Firm.



5.Ms.B.Anandhi,
Partner -M/s.Ramu & Co.,
A Registered Partnership Firm.

6.Smt.B.Gurubakiyam,
Partner -M/s.Ramu & Co.,
A Registered Partnership Firm.

7.M/s.VVT Hotels Private Limited,
Rep by its Authorised Signatory Mr.P.K.Subburaman,
Partner -M/s.Ramu & Co.,
A Registered Partnership Firm.

8.M/s.VVA Hotels Private Limited,
Rep by its Authorised Signatory Mr.P.K.Subburaman,
Partner -M/s.Ramu & Co.,
A Registered Partnership Firm.

9.M/s.VVA Constructions Private Limited,
Rep by its Authorised Signatory Mr.P.K.Subburaman,
Partner -M/s.Ramu & Co.,
A Registered Partnership Firm.

10.Ms.Tamanna Aggarwal,
Managing Partner -M/s.Ramu & Co.,
A Registered Partnership Firm.

... Plaintiffs

Vs

1.Dr.Vasantha Rajamanickam
2.Dr.T.Arul

... Defendants



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Prayer:- This Civil Suit is filed under Order IV Rule 1 of O.S.Rules r/w Order VII of the Code of Civil Procedure, praying to pass a judgment and decree:

a)Declaration that the 1st Plaintiff Firm has no subsisting liability to the defendants under Judgment and Decree dated 16.10.2006 passed in C.S.No.871 of 1999 by the Hon'ble High Court, Madras;

b)permanent injunction restraining the defendants, their agents, men or any other representatives claiming through them from communicating with, writing to, or otherwise addressing the present and prospective buyers of the flats in 'Asta Arise Project' or other member of general public, in relation to their alleged claims against the plaintiffs;

c)for damages of Rs.5,00,00,000/- (Rupees Five Crores only) towards loss sustained by the Plaintiffs on account of the defamatory notice dated 14.06.2023 issued by the defendants thereby damaging the reputation of the plaintiffs and for costs.

For Petitioners : Mr.Srinath Sridevan (SC) for
R.Udhayakumar

For Defendants : Mr.M.Stalin

JUDGMENT

This suit has been filed seeking Declaration that the 1st Plaintiff Firm has no subsisting liability to the defendants under Judgment and



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Decree dated 16.10.2006 passed in C.S.No.871 of 1999 by this Court; permanent injunction restraining the defendants, their agents, men or any other representatives claiming through them from communicating with, writing to, or otherwise addressing the present and prospective buyers of the flats in 'Asta Arise Project' or other member of general public, in relation to their alleged claims against the plaintiffs; for damages of Rs.5,00,00,000/- (Rupees Five Crores only) towards loss sustained by the Plaintiffs on account of the defamatory notice dated 14.06.2023 issued by the defendants thereby damaging the reputation of the plaintiffs.

2. The learned counsels for the both sides submitted that a Joint Memo of Compromise has been filed and the plaintiffs' Company has settled a sum of Rs.1,39,67,959/- towards full and final settlement of all the past, present and future claims of the defendants against the plaintiffs.

3. The plaintiffs Company represented by their Authorised Signatory Mr.P.K.Subbaraman is present. The 1st and 2nd defendants are also present. The Demand Draft bearing No.380954, dated 25.09.2023,



for a sum of Rs.1,39,67,959/- drawn in the name of the first defendant from HDFC Bank has been handed over to the first defendant in the open Court and that has been received by both the defendants.

4. Both the parties have stated that they are agreed to the terms of compromise and affixed their signatures, after having fully agreed and acted upon the same.

5. In view of the same, the terms of compromise is recorded and the suit is disposed in terms of the memo of compromise filed by both parties. The terms of compromise shall form a part of the judgment. No costs. Consequently, connected application is closed.

27.09.2023

Index: Yes/No
Internet: Yes
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R.N.MANJULA, J.

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