



C.R.P.No.2387 of 2021

IN THE HIGH COURT OF JUDICATURE AT MADRAS

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DATED: 26.09.2023

CORAM

THE HONOURABLE MR.JUSTICE V.LAKSHMINARAYANAN

C.R.P.No.2387 of 2021
and C.M.P.No.18137 of 2021

BVM Global Education Trust
New No.9, Old No.5)
First Cross Street, Karpagam Gardens,
Chennai - 600 020
Rep herein by its Managing Trustee,
Mr.A.S.Ramana Prasad

... Petitioner

-vs-

Bollineni Hillside Residential Township Owners Association
"BOLLINENI HILLSIDE" Nookampalayam,
Perumbakkam Road, Sithalapakkam Post,
Chennai - 600 126.
Rep. by its President.

... Respondent

PRAYER: Civil Revision Petition filed under Article 227 of the
Constitution of India, pleased to set aside the order dated 11.03.2020
of the IV Assistant City Civil Court, Chennai in I.A.No.5 of 2019 in
O.S.No.2040 of 2019.



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For Petitioner : Mr.Karthik Ram Mohan
for Mr.R.Jayaprakash

For Respondent : Mr.K.Jayaraman

ORDER

This Civil Revision Petition has been filed to set aside the order dated 11.03.2020 of the IV Assistant City Civil Court, Chennai in I.A.No.5 of 2019 in O.S.No.2040 of 2019.

2. This civil revision petition arises against O.S.No.2040 of 2019 on the file of the IV Assistant City Civil Court at Chennai. In the said suit, the civil revision petitioner had sought for the relief of declaration that it is not liable to pay a maintenance fee as demanded by the defendant and for consequential reliefs. Pending the suit, the petitioner took out an application for interim injunction and the interim injunction was also granted. Subsequently, an application



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was taken out in I.A.No.5 of 2019 to direct the respondent to provide maintenance services to the School and for re-connection of water supply. This was allowed on the condition that the respondent will provide maintenance services on payment of arrears of maintenance charges. As against the same, the petitioner preferred an appeal which was returned as not maintainable. Consequently, this Civil Revision Petition was presented, challenging the order passed in I.A.No.5 of 2019.

3. When the civil revision petition came up for admission, the Hon'ble Mr.Justice R.Subramanian was pleased to direct the petitioner to pay a sum of Rs.30,00,000/- (Rupees Thirty Lakhs only) to the respondent and further directed that on such deposit there will not be any further disconnection of any facility. Thereafter, when the matter came up for hearing on 01.02.2022, the matter was referred to Mediation Centre. The Mediation report was also filed stating, Mediation had failed.



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4. When the matter came up before me on 25.09.2023, it was submitted that the following services are provided by the respondent to the petitioner:

- (i) Sewage Treatment
- (ii) Consumables
- (iii) Admin Expenses
- (iv) Adda Software
- (v) Salaries and Welfare
- (vi) Township Maintenance
- (vii) System and Pipeline repairs

After going through the services that are being provided, I pointed out that house keeping and landscaping for the premises of the petitioner are being taken care by the petitioner themselves and therefore, I requested the learned counsel for the respondent to find out from his clients if they are willing to remove those two heads and if charges may be calculated only on the actuals that are being provided by the respondent to the petitioner. He readily acceded to this suggestion.



WEB COPY 5. The President of the respondent's Society is present before me. Mr.Satish Chandrasekaran has been gracious to accept the removal of charges under the heads of house keeping and landscaping services. Mr.Karthik Ram Mohan, learned counsel for the petitioner accordingly prepared a memo of compromise and he has also got an e-mail confirmation from his client that the proposal which was putforth is agreeable to them. Accordingly, the compromise memo has been filed and Mr.Satish Chandrasekaran also affirmed the terms of compromise. I have gone through the terms of compromise I do not find any illegality or irregularity in the same. It reads as follows:

TERMS OF COMPROMISE

"1. The petitioner shall pay a total sum of Rs.41,83,000/- (Rupees Forty One Lakhs and Eighty Three Thousand only) in full and final settlement for facility maintenance services provided by the respondent for the period from March 2019 till date. This amount shall be paid within a period of two weeks from today.

2. That the respondent shall continue to provide the same services to the petitioner that it is providing as on date. The respondent shall charge a facility maintenance charge of



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Rs.1.37 per sq.ft. per month (Excluding GST) for a total extent of 1,00,000 sq.ft. (one lakh) for the same. The said amount of Rs.1.37/- shall represent the following:

Particulars	Amount in Rupees
Sewage Treatment	0.48
Consumables	0.19
Admin Expenses	0.01
Adda Software	0.01
Salaries and Welfare	0.43
Township maintenance	0.1
System and Pipeline repairs	0.14

The parties agree that this arrangement shall be in force and remain undisturbed for a period of two years from today.

3. In respect of the period after the said period of two years, the Parties shall be free to negotiate and enter into an agreement on such terms as may be mutually agreed upon.

4. As a goodwill gesture, the Respondent shall not restrict access to the Park or prevent the Petitioner from drawing water from the well in the Township for its primary block.

5. The Parties hereby agree that the foregoing terms represent a full and final settlement of all disputes between them.

6. The present CRP No.2387 of 2021 may be disposed off on the aforesaid terms.

7. The Suit in O.S.No.2040 of 2019 pending on the file of the IVth Assistant City Civil Judge, City Civil Court Chennai may be decreed on the aforesaid terms.

Dated at Chennai on this the 26th day of September 2023.

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Counsel for Petitioner.

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Counsel for Respondent."



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WEB COPY 6. Accordingly, C.R.P.No.2387 of 2021 is disposed of in terms of the compromise. The compromise memo will form part of the decree in the revision. The learned IV Assistant City Civil Judge is requested to record this order and close the suit. The learned IV Assistant City Civil Court is requested to act upon a web copy of the order. The parties should bear their respective costs. Consequently, connected C.M.P.No.18137 of 2021 is closed.

26.09.2023

rna/shl

Index : Yes / No

Internet : Yes / No

To

The IV Assistant City Civil Court,
Chennai.



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V.LAKSHMINARAYANAN.J.

rna/shl

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