



C.S. No.84 of 2020

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 22.02.2023

CORAM

THE HONOURABLE **MR.JUSTICE SENTHILKUMAR RAMAMOORTHY**

C.S. No.84 of 2020

1. L.Satishkumar

Son of Late. Lakshmipathy,
No.1/29, Kariya Manicka Perumal Koil Street,
Ayanavaram,
Chennai-600 023.

2. V.Rupa

Wife of L.Satishkumar
No.1/29, Kariya Manicka Perumal Koil Street,
Ayanavaram,
Chennai-600 023.

... Plaintiffs

VS.

1.M.Selva Ganesan

Son of Late. Mariappa Chettiar
Old Door No.7, New Door No.23,
Thiru. Vi.Ka.Street,
Ayanavaram,
Chennai-600 023.

2.Mrs.Hema Janaki

Wife of Late. M.BalaGovindan
Old Door No.7, New Door No.23,
Thiru. Vi.Ka.Street,
Ayanavaram,
Chennai-600 023.

... Defendants



C.S. No.84 of 2020

PRAYER: Complaint filed under and Order VII Rule 1 CPC r/w. Order IV Rule

1 of Original Side Rules prayed for Judgment and Decree:-

(a) directing the defendants to execute and register a sale deed in respect of the schedule mentioned property to the plaintiff on depositing the balance sale consideration of Rs.1,43,64,997/- in the court to the credit of the above suit, within a date to be fixed by this Hon'ble Court and in default thereof this Hon'ble Court may be pleased to execute and register the sale deed in favour of the plaintiff, in alternative;

(b) Directing the defendants to refund the advance amount of Rs.41,35,003/- with interest at the rate of 18% on the advance amount from the date of agreement till the date of plaint i.e. Rs.13,31,470/- along with future interest at the rate of 18% from the date of plaint till the date of realization;

(c) Granting permanent injunction restraining the defendants their men, agents, subordinates or any other person claiming under her from alienating or encumbering the suit schedule property in any manner; and

(d) Granting such other reliefs that this Hon'ble Court may deem fit and proper in the circumstances of the case and thus render justice.

For Plaintiffs : M/s.S.Senthilnathan
Mr.Shanmugasundaram



WEB COPY



C.S. No.84 of 2020

For Defendants : M/s.K.Myilsamy
Mr.S.Anandakumar

J U D G M E N T

The suit was filed for specific performance of an agreement of sale dated 26.02.2018 with an alternative prayer for refund of the advance amount along with interest thereon.

2. Pursuant to negotiations, the parties executed a Joint Memo of Compromise dated 16.02.2023. On perusal, it is evident that both the plaintiffs and both the defendants have executed the Joint Memo of Compromise. Their respective counsel have also signed the same. All the parties are present-in-person in Court.

3. The terms and conditions of compromise provide for the payment of the balance sale consideration and the execution of a sale deed by the defendants in favour of the second plaintiff on or before 23.02.2023. The defendants have agreed to vacate the suit schedule property and deliver vacant possession to the plaintiffs on or before 23.02.2023. Provision has also been made in respect of the tenants who occupy portions of the suit schedule property.



C.S. No.84 of 2020

WEB COPY

4. On closely examining the terms of compromise, I see no legal impediment for the issuance of a decree in terms thereof.

5. Accordingly, C.S. No.84 of 2020 is decreed in terms of the Joint Memo of Compromise dated 16.02.2023. Such Joint Memo of Compromise shall constitute an integral part thereof. In view of the settlement, there will be no order as to costs. The Sub Registrar concerned is directed to act on the basis of the web copy.

22.02.2023

Index : Yes / No

Internet : Yes / No

kal

Note: Issue Order copy on 22.02.2023



WEB COPY



C.S. No.84 of 2020

SENTHILKUMAR RAMAMOORTHY,J

kal

C.S. No.84 of 2020

22.02.2023