



A.S(MD)No.642/2011 & 26 of 2017

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BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED : 17.03.2023

CORAM:

**THE HON'BLE MR JUSTICE R. SURESH KUMAR
AND
THE HON'BLE MR JUSTICE K.K. RAMAKRISHNAN**

**A.S(MD)No.642 of 2011
and
M.P(MD)No.1 of 2011
and
A.S(MD)No.26 of 2017**

A.S(MD)No.642 of 2011

M/s.S.L.N.Coffee Pvt., Ltd.,
Represented by its Director,
Mr.N.Sathappan
S/o.S.Narayana Chettiar,
Having his Office at
KIADBI Industrial Area
Post Box No.47,
Kushal Nagar-271 234.
Coorg, Karnataka State.

... Plaintiff/Appellant

.Vs.



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1.M/s.Devi Crop Science P.Ltd.,
(Formerly Devi Pesticides Pvt., Ltd.,)
represented by its Managing Director,
Mr.R.Theenachandran
S/o.Mr.K.T.M.Rathinasamy,
Having his office at
Door No.307, West Masi Street,
Madurai-625 001.

2.M/s.Rathna Coffee & Commodities P.Ltd.,
represented by its Managing Director
Mrs.Suganthi
Having his office at
Door No.10-2-10 High School Road,
Pattiviranpatti,
Dindigul District.
(R-2 died, memo recorded vide
USR 1051/2018)

...Defendants/Respondents

PRAYER: Appeal Suit filed under Section 96 of the Code of Civil Procedure, to modify the judgment and decree dated 07.07.2011 in O.S.No.122/2008 on the file of the First Additional District Judge, Madurai and allow this appeal with costs throughout by decreeing the suit as prayed for.

For appellant : Mr.M.R.Sreenivasan

For R1 : Mr.K.Jagadeesan



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M/s.Devi Crop Science P.Ltd.,
(Formerly Devi Pesticides Pvt., Ltd.,)
represented by its Managing Director,
Mr.R.Theenachandran
S/o.Mr.K.T.M.Rathinasamy,
Having his office at
Door No.307, West Masi Street,
Madurai-625 001.

...Appellant/Defendant-1

Vs.

1.M/s.S.L.N.Coffee Pvt., Ltd.,
(Formerly S.L.N.Exports)
Through its Director,
N.Sathappan
S/o.S.Narayana Chettiar,
Having his Office at
KIADBI Industrial Area
Post Box No.47,
Kushal Nagar-271 234.
Coorg, Karnataka State.

... Respondent/Plaintiff

2.M/s.Rathna Coffee & Commodities P.Ltd.,
represented by its Managing Director
Mrs.Suganthi
Having his office at
Door No.10-2-10 High School Road,
Pattiviranpatti,
Dindigul District.
(R-2 died, memo recorded vide
USR 1051/2018)

...Respondent/Defendant-2



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PRAYER: Appeal Suit filed under Section 96 of the Code of Civil Procedure, to allow the above appeal filed by this appellant and consequently set aside the judgment and decree of partly allowing the suit in favour of the 1st respondent/plaintiff made in O.S.No.122/2008 dated 07.07.2011 passed by the I Additional District Judge, Madurai with cost.

For appellant : Mr.K.Jagadeesan

For R1 : Mr.M.R.Sreenivasan

COMMON JUDGMENT

(Order of the Court was made by R. SURESH KUMAR,J.)

These two appeal suits have been filed as against the judgment and decree made by the First Additional District Judge, Madurai in O.S.No.122/2008 dated 07.07.2011.

2. The plaintiff filed the suit for recovery of money and for a preliminary decree in respect of the schedule mentioned property mortgaged and also for a permanent injunction restraining the first defendant from alienating or encumbering the suit properties in any manner. After trial, the suit was decreed,

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where, the following orders have been passed:-

“1. that this suit be and the same is hereby partly allowed with cost.

2. that the plaintiff is entitled for a preliminary decree in respect of schedule mentioned properties as against the 1st defendant for the suit claim of Rs.23,60,000/- with subsequent interest at 24% p.a., from the date of plaint till the date of decree for Rs.9,50,000/- and thereafter at 6% from the date of decree till realization.

3. that the plaintiff is entitled for a permanent injunction restraining the 1st defendant from alienating or encumbering the suit properties, and

4. that the remaining claim as against the 2nd defendant and that a preliminary decree in respect of the suit properties as against 1st and 2nd defendant is dismissed without cost.

5. Time for payment in 6 months.

6.that the plaintiff is entitled to proportionate cost of Rs. 11,60,281/- from the defendants 1 and 2 viz., Rs.2,12,206/-.”

3. So the suit was decreed only against the first defendant as according to the plaintiff even the second defendant was only a formal party.



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4. Aggrieved over the said judgment and decree, the plaintiff had filed the appeal suit in A.S(MD).No.642 of 2011 and the first defendant had filed the appeal suit in A.S.(MD)No.26 of 2017.

5. When the two appeals are pending before this Court, it seems that there has been a compromise entered into between the plaintiff and the first defendant, who are the appellants in the respective appeal suits referred to above.

6. Accordingly, the learned respective counsel appearing for the appellant in both the cases i.e., plaintiff as well as the first defendant in the suit had submitted that there had been a compromise entered into between the parties and the said compromise has been recorded as a Joint Compromise Memo filed on behalf of the plaintiff as well as the first defendant, dated 16.03.2023.

7. By filing this Joint Compromise Memo, the learned counsel appearing for the parties i.e., the plaintiff and the first defendant, who are the appellants in these two first appeals, have submitted that recording the said compromise memo as by virtue of this compromise memo entered into between the parties, the



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amount payable to the plaintiff has been paid by the first defendant by virtue of that, the two documents which have been kept by the plaintiff has been released and therefore, this compromise reached between the parties as has been reduced in the joint compromise memo is to be taken on record and the appeal suits are to be disposed of, as it would suffice for the appellants.

8. Having considered the said submission made by the learned counsel appearing for the appellants in both the cases, who are the respective respondents also accordingly in these cases it is taken note of the joint compromise memo, dated 16.03.2023 where both the parties have signed along with their respective counsel.

9. In order to confirm this Joint Compromise Memo entered into between the parties, the plaintiff as well as the first defendant, who are the appellants in these appeals, also present before this Court and they also confirmed such compromise reached between them to the terms which have been mentioned in the joint compromise memo. In view of the aforesaid and having note of the said compromise reached between the parties, we are inclined to dispose of these



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appeals in the following terms:-

“(i) that the joint compromise memo entered into between the parties I.e., plaintiff and the first defendant in the suit, who are the respective appellants in these appeals, dated 16.03.2023, are hereby taken on record.

(ii) In terms of the said Joint Compromise Memo, dated 16.03.2023 these appeal suits are decreed. However, there shall be no order as to costs.

(iii) The Joint Compromise Memo, dated 16.03.2023 shall form part of the judgment and decree of these two appeals.”

10. In view of the terms entered into between the parties, the appeal suits are accordingly disposed of.

11. Registry is directed to take necessary steps to return the Court Fee paid by the respective appellants.



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12. In view of the above judgment and decree, the original trial Court records called for and is pending before this Court can be sent back to the trial Court. Consequently, connected miscellaneous petition is closed.

[R.S.K.,J.] [K.K.R.K.,J.]
17.03.2023

Index : Yes / No
Internet : Yes / No
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Note: Issue Order Copy on 21.03.2023.



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R. SURESH KUMAR, J.
and
K.K.RAMAKRISHNAN, J.

am

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