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W.P.(MD) No.13663 of 2023

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED : 28.07.2023

CORAM:

**THE HONOURABLE MR.JUSTICE S.S.SUNDAR
and
THE HONOURABLE MR.JUSTICE D.BHARATHA CHAKRAVARTHY**

**W.P.(MD) No.13663 of 2023
and
W.M.P.(MD) Nos.11514 & 11515 of 2023**

A.Nanthagopalakrishnan

... Petitioner

-vs-

1.The Authorized Officer
Tamil Nadu Grama Bank
27, Ist Floor, Thiru Nagar
Hasthapatti, Salem

2.Manikandan

... Respondents

PRAYER: Petition filed under Article 226 of the Constitution of India, to issue a writ of certiorari calling for the records of the impugned sale notice dated 07.01.2023, published by the first respondent in the Dinamani Paper Publication dated 10.01.2023 and the sale certificate issued by the first respondent to the second respondent bearing document No.2118 of 2023,



W.P.(MD) No.13663 of 2023

WEB COPY

dated 06.03.2023, registered on the file of the Sub Registrar, Melapalayam, Tirunelveli District and quash the same as illegal.

For Petitioner : Mr.R.J.Karthick

For Respondents : Mr.N.Dilip Kumar for R1
Mr.S.Kumar for R2

ORDER

[Order of the Court was made by S.S.SUNDAR, J.]

Learned counsel on either side produced before this Court a mediation / settlement agreement dated 25.07.2023, by which, the parties have agreed to settle their issue in terms of the agreement.

2. The terms of the agreement are as follows:

“6.The Following settlement has been arrived at between the Parties hereto:

- a) The petitioner has complied with the terms of the interim settlement agreement dated 12/07/2023 and he has paid the total amount of Rs.10,00,000/- to the 2nd respondent through RTGS on 19/07/2023 and the 2nd respondent had also acknowledged the receipt of the money.*



WEB COPY



W.P.(MD) No.13663 of 2023

- b) *Both the parties agreed that the 2nd respondent shall give up the rights over the said property (schedule property) and thereby the petitioner shall become the absolute owner of the said property.*
 - c) *The 2nd respondent has handed over the original documents pertaining to the schedule property in the presence of the mediator and the same was verified and received by the petitioner.*
 - d) *The 2nd respondent / auction purchaser has no objection to set aside the sale certificate issued by the 1st respondent which has been registered as Document No.2118 of 2023 dated 06.03.2023 registered on the file of Sub Register, Melapalayam.*
 - e) *Both the parties agree that there shall not be any mutual claims between them hereafter.*
7. *By signing this Agreement the Parties hereto state that they have no further claims or demands against each other with respect to W.P.(MD) No.13663 of 2023 and all disputes and differences in this regard have been amicably settled by the Parties hereto through the process of Conciliation/Mediation.”*



WEB COPY

W.P.(MD) No.13663 of 2023

3. Learned counsel on either side requested this Court to dispose of this writ petition in terms of the said mediation / settlement agreement, dated 25.07.2023.

4. Accordingly, this writ petition is disposed of in terms of the mediation / settlement agreement dated 25.07.2023. The mediation / settlement agreement dated 25.07.2023 shall form part of this order. No costs. Consequently, connected miscellaneous petitions are closed.

[S.S.S.R., J.]

[D.B.C., J.]

28.07.2023

NCC : Yes / No

Index : Yes / No

Internet : Yes / No

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W.P.(MD) No.13663 of 2023

S.S.SUNDAR, J.
and
D.BHARATHA CHAKRAVARTHY, J.

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W.P.(MD) No.13663 of 2023
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28.07.2023