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C.S.No.18 of 2022

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated : 07.03.2024

CORAM

THE HON'BLE MR.JUSTICE N.SATHISH KUMAR

C.S.No.18 of 2022

F.Ashok Kumar

.. Plaintiff

Versus

1. Maranatha Full Gospel Association
rep. By its President
Rev. Charles Finny Joseph
Door No.1, Alagappa Road,
Purusawalkam, Chennai – 600 084

2. Rev. Charles Finnay Joseph
Son of Henry Joseph,
Door No.91, Alagappa Road,
Purusawalkam, Chennai – 600 084

3. Phebe Joseph

.. Defendants

Civil Suit filed under Order IV Rule 1 O.S.Rules and Order XXXVII
Rule 1 of O.S.Rules read with Order XXXIV Rule 15 CPC and Order VII
Rule 1 CPC praying for the following judgment and decree against the
defendants.

a) directing the defendants jointly and severally to pay the plaintiff a
sum of Rs.2,46,02,000/- [Rupees Two Crores Forty Six Lakhs and Two



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Thousand only) together with subsequent interest at 24% per annum on Rs.1,10,00,000/- [Rupees One Crore and Ten Lakhs only] from the date of the plaint till the date of realisation, within a time to be fixed by this Court, failing which pass an order, directing the sale of the mortgaged property, morefully described in the schedule hereunder, under orders of Court, and pass an order, directing the appropriation of the sale proceedings of the mortgaged property towards the amount decreed, and if there is any deficit, pass a personal decree against the defendants for the deficit;

(b) directing the defendants to pay the cost of the suit; and

(c) grant such other suitable relief or reliefs.

For Plaintiff : Mr.C.Jagdish

JUDGMENT

The suit is for recovery of money of Rs.2,46,02,000/- [Rupees Two Crores Forty Six Lakhs and Two Thousand only) together with subsequent interest at 24% per annum on Rs.1,10,00,000/- [Rupees One Crore and Ten Lakhs only] from the date of the plaint till the date of realisation, within a time to be fixed by this Court.



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2. The plaintiff and the 2nd defendant are present and produced a Memorandum of Compromise signed by all the defendants and the plaintiff.

Now, the parties have agreed to settle the amount and the defendants have paid a sum of Rs.1,50,00,000/- [Rupees One Crore Fifty lakhs only] as full quit, through bank account and the same has been received by the plaintiff, which has been captured in the Memorandum of Compromise.

3. The matter has been settled between the parties out of court. The Memorandum of Compromise shall form part of record. The court fee paid by the plaintiff shall be refunded as per law. The plaintiff shall execute a receipt for payment of amount and release the mortgage deed and register the receipt in the concerned office within a period of one month from the date of receipt of copy of a order. Since the mortgage deed has already been filed before this Court, the concerned Registrar shall act on the basis of the orders passed by this Court and allow the plaintiff to execute the discharge receipt.

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