



Civil Suit No.825 of 2008

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated : 28.06.2024

CORAM

THE HONOURABLE Mr. JUSTICE P.VELMURUGAN

Civil Suit No.825 of 2008

1. Nikita Agency
Represented by Prop : Smt.Kusum Devi More,
No.356, Mint Street,
Chennai – 600 079.
2. Raja Ram More
No.356, Mint Street,
Chennai – 600 079.

... Plaintiffs

Vs.

1. Sai Jayini Housing Promoters Pvt.Ltd.,
Represented by Managing Director
L.Senthil Kumaran
Registered Office at
No.25, Govindan Road, West Mambalam,
Chennai – 600 033.
2. L.Senthil Kumaran
Director
Registered Office at
No.25, Govindan Road, West Mambalam,
Chennai – 600 033.



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3. Sougath Rana
W/o.Senthil Kumaran,
Director, Sai Jayini Housing Promoters Pvt.Ltd.,
Registered Office at
No.25, Govindan Road, West Mambalam,
Chennai – 600 033.
4. R.Mahalakshmi
W/o.Ramanathan,
Director
Sai Jayini Housing Promoters Pvt.Ltd.
Registered Office at
No.25, Govindan Road,
West Mambalam, Chennai – 600 033. .. Defendants

Prayer:-

Civil Suit has been filed under Order IV Rule 1 of Original Side Rules read with Order VII Rule 1 of Code of Civil Procedure for a judgment and decree against the defendants on the following terms :

a) directing the defendants to pay to the plaintiffs a sum of Rs.1 crore and 48 lakhs together with further interest at 3% per month on the principal sum of Rs.1 crore from the date of the suit till the date of realization.

b) for specific performance of the terms of the Memorandum of Understanding entered between the defendants and the plaintiffs dated



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01.03.2006 and as confirmed by the affidavit of the Managing Director of the first defendant dated 01.03.2006; and consequentially;

c) for permanent injunction restraining the defendants, their men and agents and also servants, or any other persons claiming through them from executing and registering documents of sale of whole or part of the property forming the subject matter of the project "Saikings Dale" except through the 2nd plaintiff

d) costs of this suit.

For Plaintiff	:	Mr.T.S.Baskaran
For Defendants	:	Mr.K.Surendranath

J U D G M E N T

This Civil Suit is listed under the cause list caption "For Recording Memo of Compromise".

2. Mr.T.S.Baskaran, learned counsel on record for plaintiffs and Mr.K.Surendranath, learned counsel on record for defendants are before this Commercial Division.



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3. Both learned counsel submit that *lis* was placed before the 'Tamil Nadu Mediation and Conciliation Centre under the aegis of this Court' [hereinafter 'TNMCC' for the sake of brevity], *lis* has since been settled and compromise agreement dated 26.06.2024 has been entered into between the parties.

4. Mediation report placed before this Commercial Division shows that referral to mediation was on 22.02.2024 and after seven mediation sessions, a compromise agreement i.e., 'Mediated Settlement Agreement dated 26.06.2024' [hereinafter 'said agreement' for the sake of convenience and clarity] has been entered into.

5. Both learned counsel, by referring to the said agreement request for a compromise decree in the above suit in terms of said agreement.

6. A scanned reproduction of letter dated 26.06.2024 from TNMCC under cover of which, the aforementioned mediation report and said agreement have been sent to this Commercial Division are as follows:



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Mediation File No.: 180/2024 Date: 26.06.2024

From

K. Sivakumar, M.A., M.Phil., B.A.L.,
Assistant Registrar,
Tamil Nadu Mediation and Conciliation Centre,
High Court, Madras.

To

The Assistant Registrar (O.S.)
High Court, Madras.

Sir / Madam,

Sub: Tamil Nadu Mediation and Conciliation Centre, High Court,
Madras – Case in C.S.No.825/2008
Referred by Hon'ble Court for Mediation – Settled – Mediator's
Report - Forwarding of – Reg.

Ref: Copy of the Referral Order, dated 22/02/24, received on 05/03/24

I am enclosing herewith the Mediation Report in the above referred case.
The receipt of this letter along with papers may be acknowledged.

Yours faithfully,


ASSISTANT REGISTRAR (TNMCC)

Encl

1. Mediation Report.
2. Joint Memo of Compromise.



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TAMIL NADU MEDIATION AND CONCILIATION CENTRE (TNMCC)
HIGH COURT MADRAS

MEDIATION REPORT

Visitation File No. : 180/2024

Civil Case No. : C.S. NO. 825/2008

Reference by : Hon'ble Mr. J.S. J.

Date of Referral : 22.2.2024

Name of the Mediator(s) : Adhilakshmi Jegannathan

Duration of Mediation Session : 6.3.24, 22.4.24, 25.6.24,
25.8.24, 7.10.24,
4.4.24, 27.6.24

Name of the Mediator(s) : M/s Nivara Agency

Name of the Respondent(s) : Sri. Jayaram Thangaraj

Name of the Plaintiff(s) : Thangaraj P. Ltd.

Name of the Plaintiff(s) : M/s. V.C. Rao & Co.

Name of the Plaintiff(s) : V.C. ANBARASU

☒ Mediation completed. Agreement reached.
or
1. Mediation completed. An agreement was reached.
or
2. Plaintiff(s) / Respondent(s) / Mediator(s) only appeared.
Plaintiff(s) not willing for mediation.
or
3. Respondent(s) / Defendant(s) only appeared.
Plaintiff(s) not willing for mediation.
or
4. Both parties were absent continuously for three meetings.
Mediation could not be commenced.

Date : 25-6-2024

Signature of Mediator(s) : Adhilakshmi



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IN THE HIGH COURT OF JUDICATURE AT MADRAS
(Ordinary Original Jurisdiction)
OS No. 825 of 2008

26 JUN 2024

Plaintiff
Defendants

Ms. Nikita Agency & Amr
Vs.
Sri Jasini Housing Promoters Pvt. Ltd. & Ors

JOINT MEMO OF COMPROMISE

1. The above suit was filed by the Plaintiffs for recovery of money for Rs. 1 crore with interest. While the suit was in the first arguments stage, it was referred to Mediation for amicable settlement of dispute between the parties. At the intervention of the Mediator, the plaintiffs and defendants have agreed to settle the issues in the above suit on the following terms:

2. The matter was referred to mediation/ conciliation via an order dated, 22.02.2024 passed by the Hon'ble ABUL QADIR HOSSEIN.

3. The parties agree that Mr. Adhikaram Jegannathan would act as their Mediator/Conciliator.

4. Several meetings were held during the process of mediation/conciliation from 05.03.2024 to 28.06.2024 and the parties have with the assistance of the mediator voluntarily arrived at an amicable solution resolving the above mentioned disputes and differences.

5. The parties hereby commit and declare that they voluntarily and of their own free will arrived at this settlement agreement in the presence of the mediator.

6. The following are the terms agreed by the parties:

The above suit was filed by the Plaintiffs for recovery of money for Rs. 1 crore with interest. While the suit was in the first arguments stage, it was referred to Mediation for amicable settlement of dispute between the parties. At the intervention of the Mediator, the plaintiffs and defendants have agreed to settle the issues in the above suit on the following terms:

For NIKITA AGENCY
Kannan Devi Murugan
Proprietor/Authorized Signatory

For SRI JASINI HOUSING PROMOTERS PRIVATE LIMITED
Managing Director



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Intervention of the Mediator, the Plaintiff and Defendants have agreed to settle the issues in the above suit on the following terms:-

2.1(a) The Plaintiffs have agreed to receive a sum of Rs.1,50,00,000/- (Rupees One Crore and Fifty Lakhs only) from the Defendants in full and final settlement towards their claim in the above suit, subject to the following terms and conditions:

2.1(a) The Plaintiffs are entitled to withdraw the sum of Rs.1,50,00,000/- deposited into the Joint Bank Account having Account No.894750076 at Indus Bank, High Court Branch, forthwith without any further reference to the Defendants and the Defendants have no objection for the same.

2.1(b) The Plaintiffs are entitled to withdraw the sum of Rs.20,00,000/- together with accumulated interest deposited by the mediator UO No.5795 of 2008, in the file of Metropolitan Magistrate/Judge Trial Court, George Town, forthwith without any further reference to the Defendants and the Defendants have no objection for the same;

2.1(c) The Defendants shall pay a sum of Rs.62,00,000/- to the Plaintiff in way of Damages. The said sum shall be paid in the following manner:

- i. An amount of Rs.14,00,000/- on or before 30.07.2024
- ii. An amount of Rs. 3,00,000/- on or before 30.08.2024
- iii. An amount of Rs.12,00,000/- on or before 30.09.2024
- iv. An amount of Rs.11,00,000/- on or before 30.10.2024
- v. An amount of Rs. 3,00,000/- on or before 30.11.2024

2.1(d) The Plaintiffs agree to receive the above sum of Rs.1,50,00,000/- (Rupees One Crore and Fifty Lakhs only) from the Defendants in full and final settlement of all their claims in

For NIKITA AGENCY
Nishu M. Devi More
Proprietor's Auth. Signature

For SANKAR PENDING PROMOTERS PRIVATE LIMITED



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the suit subject to the condition that the Defendants make the payments as per Clause 3(b) to 2(d) and more specifically subject to the condition that the amount of Rs.62,38,548/- (as per Clause 2(d)) is paid as per the time schedule. Failing which the parties agree that the suit shall stand automatically covered with costs even in the event of default of any one instalment mentioned in Clause 2(d) above. The Plaintiffs shall be entitled to adj. at the amounts involved based on the Compromise in part satisfaction of the amount, decreed pursuant to the default clause.

3. The Defendants hereby undertakes in writing by the time schedule for payment of Rs.62,38,548/- and there shall be no extension of time.

4. In the event of the Defendant making the payment as stipulated above, the parties shall bear their respective costs.

5. It is submitted that the Plaintiffs initiated criminal proceedings under Section 138 of negotiable instruments act against the Defendants in CC No. 4795 of 2008, on the file of Metropolitan Magistrate, First Class Court, George Town, wherein the Defendants were convicted. Challenging the conviction, the Defendants have preferred an appeal in Cr.A.No.91 of 2010, on the file of VI Addl. Sessions Court, Chennai. It is hereby agreed between the parties that in the event the Defendants comply the payment as schedule as stated above, the criminal proceedings shall be withdrawn. In the event of default in the payment term, the parties are entitled to prosecute the criminal proceedings.

It is therefore prayed that this Hon'ble Court may be pleased to decree the above suit in terms of this compromise entered by the plaintiff and defendants and
For NIKITA AGENCY

Kannan Venkatesh Mahalingam
Proprietor/Adv. Signatory

[Signature]



For SALLYANI HOUSING PROVIDERS
PRIVATE LIMITED

[Signature]
MANAGING DIRECTOR



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7. By referring to the aforementioned said JMOC, both learned counsel submit that the same was signed by both parties in the presence of one another. Today, both parties are also present before this Court and submit that they understood the terms of said JMOC and they admitted their signatures.

8. In the light of the above, the Civil Suit is decreed in terms of said agreement which shall form part of the decree. There shall be no order as to costs. Consequently, connected pending applications, if any, are closed.

28.06.2024

Index: Yes/No
Speaking Order : Yes/No
Neutral Citation Case : Yes/No
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P.VELMURUGAN, J

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28.06.2024