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C.S.No.268 of 2019

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated :15.10.2024

CORAM:

THE HONOURABLE MR. JUSTICE RMT.TEEKAA RAMAN

C.S.No.268 of 2019

D.Kannan

.. Plaintiff

/versus/

K.Rajendran

.. Defendant

This Civil Suit is filed under Order IV Rule 1 of the Original Side Rules read with Order VII Rule 1 of C.P.C, 1908, prayed for a judgment and decree against the Defendants:-

a).to pass a preliminary decree as against the defendant be decreed to pay the plaintiff the sum of Rs.71,60,000/- together with interest on Rs.20,00,000/- at 24% per annum from the date of plaint till realization or till such time and date as may be fixed by this Court.

b).that in default of such payment within such time, the mortgaged property, house and ground bearing Plot No.23B, Meera Street, Devaraj Nagar, Selaiyur, Chennai - 600 073 morefully described in the schedule hereunder, be directed to be sold and the net sale proceeds be applied in satisfaction of the decree;

c) that should there be any deficiency, the defendant be directed to pay such deficiency to the plaintiff;

(d) that the defendant be decreed to pay to the plaintiff the costs



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of the suit;

For Plaintiff : Mr.T.Srikanth

For Defendant : Mr.B.Janakiram

J U D G M E N T

The parties had entered into the compromise, and a joint compromise memo dated 23.09.2024 had been presented in Court. Before the mediation, the plaintiff and the defendant had signed the joint memo of compromise along with their respective counsels. The terms of the settlement arrived at in the joint memo of compromise shall form part of the decree, and there shall be a decree in terms of the mediation. The final decree is passed as per the terms of the settlement. As per clause (7) of the memo of compromise, the plaintiff shall consent for return of mortgage deed on application filed by the defendant herein. The plaintiff further to discharge the mortgage deed at the cost of the defendant and hence the defendant shall get the original mortgage deed from the Registry and hand it over to the defendant. As per clause (6) of the memo of compromise, which enables, the plaintiff is to hand over the original sale deed dated 21.01.2000, has been complied with.

2.In view of the above observations, the suit is decreed in terms



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of the joint compromise memo. The joint compromise memo shall form part of the decree. The plaintiff is entitled for refund of court fee as per the rules.

15.10.2024

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Neutral citation : Yes / No
Index : Yes / No
Speaking order : Yes / No

RMT.TEEKAA RAMAN,J.

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