



C.S.No.60 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: **13.06.2024**

CORAM

THE HONOURABLE MS.JUSTICE C.V.KARTHIKEYAN

C.S.No.60 of 2024
and O.A.No.201 of 2024

1.Ajay Kumar Lunawath
2.Heena Lunawath

... Plaintiffs

Vs.

1.Nalina Ramalakshmi
2.Subramanian
3.Sreyas
4.K.Dhanush

... Defendants

PRAYER: Civil Suit filed under Order IV Rule 1 of Rules of the Original Side, 1994 read with Order VII Rule 1 of C.P.C., 1908, seeking permanent injunction restraining the defendants, their men, agents, servants anyone claiming under them or acting on their behalf, from in any manner interfering with the plaintiffs' peaceful possession enjoyment of the plaint schedule mentioned property in any manner whatsoever, other than by following due process of law and directing the defendant to pay the costs of the suit.



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For Plaintiffs : Mr.B.Arvind Srevatsa

For D1 & D2 : Mr.P.J.Rishikesh

For D3 & D4 : Mr.Vijaya Subramanian

ORDER

Learned counsel for the plaintiffs, learned counsel for D1 & D2 and also for D3 & D4 are present.

2. The plaintiffs have appeared through Video Conferencing. D1 and D2 are not present. D3 is present in Court and D4 has appeared through Video Conferencing.

3. A memorandum of compromise is presented before this Court. Learned counsel for the plaintiffs says that he would withdraw the suit as against the 2nd defendant. Necessary endorsement in that regard has been made by the learned counsel for the plaintiff. Among other terms in the compromise memo, the plaintiffs also reserved their right to seek damages as against D3 and D4 by way of separate suit.



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4. Learned counsel for D3 and D4 is present and when specifically put, he understood the implications of this particular clause.

D3 is also present in Court and he also understood the implications of this particular clause. Learned counsel for D3 and D4 has not raised any objection for that particular clause and has signed the compromise memo. Naturally, the compromise memo is binding on D1, D3 and D4.

5. The suit is decreed against D1, D3 and D4 in terms of the joint memorandum of compromise dated 31.05.2024. The joint memorandum of compromise to be formed as part of the decree. The suit is decreed against D1, D3 and D4 in terms of the joint memorandum of compromise and the suit is dismissed as against D2. In view of the fact that parties have entered into compromise, there shall be no order as to costs and the plaintiffs are entitled for refund of Court fee in accordance with rules. Consequently, connected Original Application is closed.

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Index :Yes/No
gsa



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