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S.A.No.492 of 2013

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 15.03.2024

CORAM:

THE HON'BLE MR. JUSTICE V.LAKSHMINARAYANAN

S.A.No.492 of 2013
and MP.No.1 of 2013

1. M/s.Vivek Ltd.,
No.129, Royapettah High Road,
Mylapore,
Chennai 600 004.
2. M/s. Bysani Consumer Electronics (P) Ltd.,
Spencer's Plaza,
Anna Salai,
Chennai 600 002.

...Appellants

vs.

M/s.Rajdeep Enterprises,
Rep. by its Partner Deepak,
Having office at No.809,
Anna Salai, Chennai 600 002.

...Respondent

Prayer: Second Appeal filed under Section 100 CPC, against the judgment and decree dated 21st November 2012, made in AS.No.425 of 2010 on the file of the III Additional Judge, City Civil Court at Chennai reversing the decree and judgment made in OS.No.188 of 2017, dated 21.08.2009 on the file of the XI Assistant Judge, City Civil Court at Chennai.



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For Appellants : Ms.Gayathri
for M/s.Sarvabhauman Associates

For Respondent : Mr.Vedavalli Kumar

JUDGMENT

The present second appeal arises out of the suit for recovery of money. Pending suit, the parties have settled the matter in terms of joint memo of compromise filed before this Court. The joint memorandum of compromise reads as follows:

"1. The Appellant had already paid a sum of Rs.1,00,000/- to the respondent on 24.01.2014 and the same is agreed by the Respondent and now the Appellant agrees and undertakes to pay the Respondent another sum of Rs.3,50,000/- (Rupees Three Lakhs Fifty Thousand Only) towards full and final settlement without prejudice to their rights and without any admission of liability on their part. The said amount is being paid only to amicably settle the issues and put a quietus to the issue.

2. The above payment of Rs.3,50,000/- (Rupees Three Lakhs Fifty Thousand Only) is being made in the following



manner:

(a) The Appellant herein had already deposited a sum of Rs.2,50,000- (Rupees Two Lakhs Fifty Thousand Only) to the credit of suit OS.No.188 of 2007, on the file of XI Assistant Judge, City Civil Court, Chennai as per the direction of this Hon'ble Court vide order dated 28.03.2014 in CMP.No.1 of 2013 in SA.No.492 of 2013 and Respondent is seeking to withdraw the said sum. The Appellant herein have no objection in Respondent namely Mr.Deepak withdrawing the deposited sum of Rs.2,50,000/- deposited in the name of M/s.Raj Deep Enterprises.

(b) The remaining sum of Rs.1,00,000/- to be paid through Demand Draft bearing No.021081 dated 12.03.2024 drawn on Canara Bank, Mylapore, Chennai -4, favouring 'Mr.Deepak' - the Respondent.

3. Upon the execution of this Memorandum of Compromise, the parties herein undertake to withdraw all cases, complaints, suits, pleadings, petitions, applications, appeals, representations, notices etc., which may have been filed/issued against each other, whether before this Hon'ble Court or before any other judicial or quasi-judicial authority or any other authority.



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4. Specifically, the parties herein agree that the aforementioned Judgment and Decree made in AS.No.425 of 2010, on the file of III Additional Judge, City Civil Court, Chennai and Judgment and Decree made in OS.No.188 of 2007, on the file of XI Assistant Judge, City Civil Court, Madras, is covered by this Memorandum of Compromise and the parties shall be bound by the same.

5. The parties herein confirm that all the claims against each other have been fully and finally settled by this compromise and that they have no further or other claims of whatsoever nature against each other.

6. The parties herein/appellants in each of the above appeals pray for refund of the respective court fees paid by them in their respective appeal.

7. The parties herein shall bear their respective costs.

8. It is therefore respectfully prayed that this Hon'ble Court may be pleased to record this Memorandum of Compromise and pass a judgment and decree in the above Second Appeal, viz., S.A.No.492/2013 in terms of this Memorandum of Compromise and pass such further or other orders as deemed fit and proper in the nature and circumstances of the case and thus render justice."

2. I have enquired Mr.Deepak/respondent and he has agreed that



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he will receive the amount specified in the joint memorandum of compromise, dated 15.03.2024. Mr.Raja Subramanian representing the appellant has handed over the draft for a sum of Rs.1,00,000/- (Rupees one lakh only) pursuant to the memorandum of compromise.

3. I have gone through the memorandum of compromise and I do not find any illegality or irregularity in the same. It is a commercial dispute where the parties have amicably settled the issue between them. The sum of Rs.1,00,000/- paid by Mr.Raja Subramanian to Mr.Deepak is recorded. The second appeal stands disposed of in terms of the memorandum of compromise. The memorandum of compromise, dated 15.03.2024 shall form part of the decree. No costs. Consequently, connected miscellaneous petition is closed.

15.03.2024

pvs

Index: Yes/No

Internet: Yes/No

Speaking Order/Non-Speaking Order

To

1. The Subordinate Judge, Kanchipuram,
2. The Additional District Munsif, Kanchipuram.
3. The Section Officer,



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V.R.Section, High Court, Madras

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V.LAKSHMINARAYANAN, J.

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