



C.S No.564 of 2013

A.A.NAKKIRAN, J.

This matter is posted today under the caption "for Being Mentioned" at the instance of the learned counsel for the plaintiffs.

2. The learned counsel for the plaintiffs submitted that in paragraph 2 of the judgment dated 07.11.2024 passed in C.S No.564 of 2013, it has been inadvertently mentioned as "the suit is decreed in terms of the Memo of Compromise" instead of "a preliminary decree is passed in terms of the Memo of Compromise" and also inadvertently mentioned as "The Court Fee is ordered to be refunded as per law". Hence, she prays to rectify the defects.

3. Considering the submissions made by the learned counsel for the plaintiffs, paragraph 2 of the Judgment dated 07.11.2024 passed in C.S No.564 of 2013 shall stand replaced as follows:

"2. In view of the same, a preliminary decree is passed in terms of the Memo of Compromise entered between the parties and the above Memo of Compromise shall form part of the decree".

4. In other aspects, the earlier order passed by this Court dated 07.11.2024, shall stand unaltered.

19.02.2025

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Note: Registry is directed to issue fresh order copy after making necessary corrections.



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