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C.S.(Comm.Div.) No. 229 of 2023

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 29.10.2024

CORAM

THE HONOURABLE MR.JUSTICE K.KUMARESH BABU

C.S.(Comm.Div.) No. 229 of 2023
and O.A. No. 831 of 2023
and A. No. 3572 of 2024

M/s.SHAGHITHYA HOMES PVT LTD

Represented by its Director

C. MURUGAN

No.7, Srishanivas

Kovilpatti Gopalakrishnan Street

(KGK Street), Karthikeyan Nagar

Maduravoyal, Chennai - 600 095.

.... Plaintiff

-VS-

1. P.Rajni

2. P.Ramyaa

3. V.Annapurani

...Defendants

PRAYER : This Suit has been filed under Order IV Rule 1 of Original Side Rules and Order VII Rule 1 of Code of Civil Procedure and Sections 2(c)(1) of the Commercial Courts Act, 2015 to grant a judgment and decree on the following terms:-

a) Directing the Defendants to execute the Sale Deed in favour of the Plaintiff in respect of the balance of Suit Schedule property, on receipt of the balance of Sale Consideration, and on failure, to get the registration of the Sale deed in favour of the Plaintiff by this Hon'ble Court.



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b) Grant an order of Permanent injunction restraining the Defendants herein, or their men, agents or any one claiming through them from creating any encumbrances including Sale Agreement, Sale Deed or other such charges over the suit schedule property.

c) Grant an order of Permanent injunction restraining the Defendants herein, or their men, agents or any one claiming through them from interfering with the possession and enjoyment of the suit schedule property by the Plaintiff.

d) Directing the Defendants to pay the Cost of this Suit.

For Plaintiff : Mr.B.Divakaran

For Defendants : Mr.K.S.Vamsidhar & Mr.M.P.Muthukumaran
(For D3)

D1 and D2 - Not ready in notice

JUDGMENT

Pursuant to the efforts made by the Mediation Centre, the parties had resolved the dispute that had been arose in the suit and the defendants had also executed the sale deed in favour of the plaintiff and the said joint memo of compromise entered between the parties. For better appreciation, which is extracted hereunder:-



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IN THE HIGH COURT OF JUDICATURE AT MADRAS
(Civil Original Jurisdiction)

C.S. (COMM. DIV) No.229 of 2023

M/s. **SHAGHITHYA HOMES Pvt Ltd.**,
Represented by its Director **C.MURUGAN**,
No.7, Srishanivas, Kovilpatti Gopalakrishnan Street,
(KGG Street), Karthikeyan Nagar,
Maduravoyal, Chennai – 600 095

....Plaintiff

Vs

1. Mrs. **P.RAJNI**,
Daughter of Late Thiru. V.Parthasarathy,
No. G-3, Panagal Apartments,
No.26/21, Soundara Rajan Street,
T.Nagar, Chennai – 600 017.

2. Mrs. **P.RAMYAA**,
Daughter of Late Thiru. V.Parthasarathy,
D. No. 27, Flat B-5, 2nd Floor,
Abdul Aziz Street, T. Nagar,
Chennai – 600 017.

Defendants 1 and 2 represented by their power agent;
Mr. S.THAGARAJAN,
Son of Late Shri. T.Sreenivasan,
1D, Patel Apartments, Plot 1584,
15th Main Road, Anna Nagar West,
Chennai – 600 040.

3. Mrs. **V.ANNAPURANI**,
Wife of Late Mr.Vaidhyanathan,
D.No.27, Flat B-5, 2nd Floor,
Abdul Aziz Street, T.Nagar,
Chennai – 600 017

....Defendants



*For and on behalf of 1st, 2nd and 3rd
Defendants as their authorised attorney
and signatory.*

*Director, M/s Shaghithya
Homes Pvt. Ltd.*



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JOINT COMPROMISE MEMO FILED BY THE PARTIES

1. That the Plaintiff M/s. SHAGHITHYA HOMES Pvt Ltd., represented by its Director Mr.C.Murugan, had filed the above Suit for Specific Performance, of the Suit Schedule property, against the Defendants 1 to 3 herein, who are the legal heirs of the deceased Land Owner Mr.Parthasarathy, who died intestate on 03.07.2023.

2. That in the above Suit, the defendants above named had entered their appearance, and both the parties jointly expressed their desire to settle the matter by Mediation, and accordingly the Hon'ble High Court, by Order dated 01.02.2024 was pleased to refer the matter before the Mediation and Conciliation Centre, High Court, Madras, and directed the parties to appear before the Learned Mediator.

3. That the Plaintiff and the Defendants herein had accordingly appeared and after several rounds of Mediation process, had, and without prejudice to their other rights and contentions, and by suitable alteration and or modification of the Sale Agreement between the Plaintiff and the said Mr.Parthasarathy, in accordance with the terms agreed herein, have, in order to give a quietus to the issue and to avoid any prolonged litigation, and in confirmation that this agreement is mutually beneficial for both the parties herein, have decided to, and mutually agreed to, amicably settle all their disputes on the following terms and conditions set out hereunder:-

TERMS OF SETTLEMENT AGREED BETWEEN THE PARTIES

4. The plaintiff, who is in physical possession of the Suit Schedule property, agrees to purchase the suit property, and the



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Defendants agree to sell the Suit Schedule property in favour of the Plaintiff, on an "as is where is" basis.

5. The defendants 1 to 3 herein have mutually agreed between themselves, that among them, the third defendant would execute a RELEASE DEED in favour of the first and second defendants, relinquishing all her right, title, claim and interest in respect of her undivided share in the Suit Schedule property, within 60 days from today.

6. The plaintiff agrees to pay the defendants an amount of Rs.3,00,00,000/- (Rupees Three Crores) as full and final sale Consideration, as per the terms of this Settlement, in the following manner:

(i) The plaintiff shall pay an amount of Rs.1,50,00,000/- (Rupees One Crore and Fifty Lakhs) to the first defendant by RTGS (Including applicable TDS)

(ii) The plaintiff shall pay an amount of Rs.1,50,00,000/- (Rupees One Crore and Fifty Lakhs) to the second defendant by RTGS (Including applicable TDS)

7. The above payments shall be made within 60 (Sixty) days of the First and Second defendants obtaining the RELEASE DEED from the Third defendant as agreed above, including the payment clearance and on the plaintiff obtaining the corrected Legal Heirship certificate from the concerned Thasildar Office.

8. That the plaintiff has given a list of documents for which originals are required from the defendants. The same shall be handed over to the plaintiff during sale deed registration.

9. Time is the essence of this compromise. The compromise shall become void if the timeline is not complied with.

10. The legal heirship certificate of Shri. Parthasarathy, father of the First and Second defendants and son of the Third defendant, does not





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bear the name of his legal wedded second wife Smt. Prabhavathi. The defendants shall co-operate with the plaintiff for including Smt. Prabhavathi's name in the legal heirship certificate as one of the "pre-deceased heirs who died without any issues". The entire proceedings in this regard shall be initiated and taken care of by the plaintiff and all the expenses relating thereto shall be borne by the plaintiff:

11. The sale by the defendants in favour of the plaintiffs would be on an "as is where is" basis. Except with regard to their cooperation with regard to the legal heirship certificate, the responsibility of the defendants shall cease on the sale deed being executed by them in favour of the plaintiff.

12. In particular, all claims arising in respect of the property by any other person whatsoever, shall be the responsibility of the plaintiff. The defendants shall not be asked to shoulder any costs or responsibility or any documentation in this regard.

13. The Defendants agree to show the Original Title Deeds for verification, for the purpose of Legal Opinion for bank loan purposes, as and when required by the Plaintiff, before the date of execution of Sale Deed.

14. However, in case any complimentary or supplementary documents are required to be executed, like rectification / ratification deeds, etc., the defendants shall execute such deeds in favour of the plaintiff based on the advise of their counsel, at the cost of the plaintiff, including costs of travel to India and stay in India and subject to leave availability from their current employer in U.S.A.

15. This compromise would be valid and effective on the completion of the registration of sale deed and payment of Rs.3,00,00,000/- (Rupees Three Crores) as full and final sale



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Consideration, as per the terms of this Settlement, referred to in the previous paragraphs.

16. After the payment of the above-said consideration by the plaintiff to the defendants and execution of the sale deed by the defendants in favour of the plaintiff, neither party shall have any claim or right against the other party.

17. That both the parties herein mutually agree and consent for submission of this Memorandum of Agreement before the Hon'ble High Court, and both the parties herein, mutually pray that the Hon'ble Court may be pleased to Decree the Suit on the terms of the above Agreement, by recording the same.

18. That both the parties herein shall bear their own costs.

Schedule of Property

All that piece and parcel of land and Building bearing Plot No.112, Door No 17&17/1 New No, 33&35, 40 feet Scheme Road, Kamdar Nagar, Nungambakkam, Chennai - 600034, measuring of an extent of 4050 sq .ft., comprised in Certificate of Extract from Permanent Land Register TR Nos. 2022/0153/02/044487 in R.S.No/T.S.No 667/3 and 2022/0153/02/044912 in R.S.No/T.S.No 666/4 dated 04-01-2023, in Block No.36 situated at Chennai district, Egmore Nungambakkam Taluk, and bounded on the

North by Plot no.108 & 109

South by 40' Scheme road

East by Plot No.111

West by Plot No.113

Measuring on - North by 45 feet

- South by 45 feet

- East by 90 feet

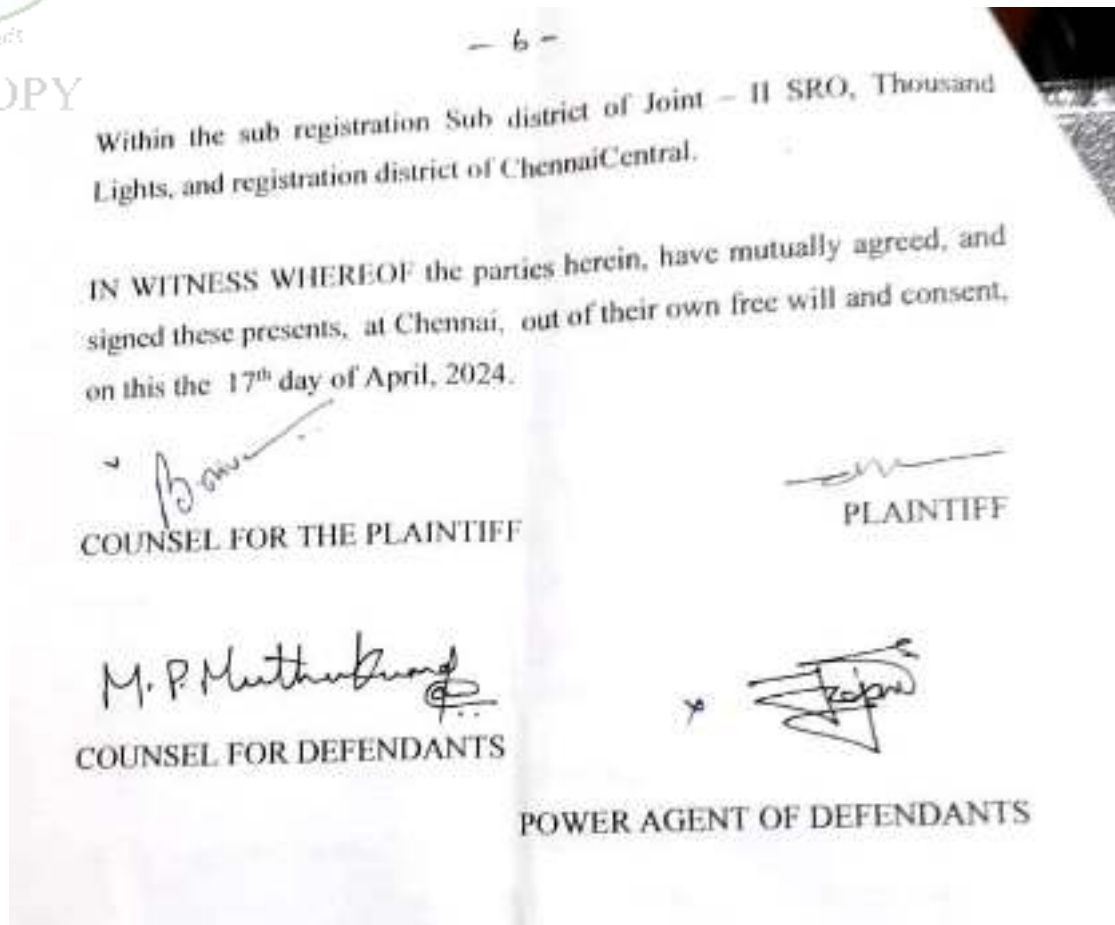
- West by 90 feet





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2. The learned counsel for the plaintiff also acknowledges the sale deed executed by the defendants pursuant to the joint memo of compromise entered between the parties.



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3. The suit is disposed of in terms of the joint memo of compromise. Consequently, connected applications are closed. The plaintiff is entitled for refund of Court-Fee as applicable. No costs.

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Index :Yes/No

Maya



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K.KUMARESH BABU, J.

Maya

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