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CRP No.60 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 05.02.2024

CORAM

THE HONOURABLE MR. JUSTICE V.SIVAGNANAM

CRP No.60 of 2024 and
CMP No.248 of 2024

M/s Manthralaya Impex,
rep. by its Proprietrix Mrs.Vandana Srinivasan,
No.403/1C, Balaji Nagar Industrial Estate,
Thirumullaivoyal, Ambattur,
Chennai 600 053.

... Petitioner

Vs.

M/s Anabond Limited,
rep. by its Authorized Signatory/General Manger
(Taxation and Corporate Affairs) Mr.M.S.Abraham,
having its Corporate Office at No.36, Type II,
Dr.V.S.I. Estate, Thiruvanmiyur,
Chennai 600 041.

...Respondent

PRAYER: Civil Revision Petition filed under Article 227 of the Constitution of India to set aside the order, dated 01.11.2023 passed by the learned X Assistant Judge, City Civil Court, Chennai in E.A.No.1/2023 in E.P.No.4880/2022 in O.S.No.5770/2019.



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For Petitioner : Mr.S.Sadasharam

ORDER

This Civil Revision Petition has been filed to set aside the order dated 01.11.2023 passed by the learned X Assistant Judge, City Civil Court, Chennai in E.A.No.1/2023 in E.P.No.4880/2022 in O.S.No.5770/2019.

2. The brief facts leading to the filing of Civil Revision petition is as follows:

The respondent herein has filed the above said suit in O.S.No. 5770/2019 for recovery of a sum of Rs.68,087.68p together with interest against the petitioner herein on the file of XVIII Additional Judge, City Civil Court, Chennai. The above matter was referred to Mediation Centre; in which compromise memo filed; and in terms of the compromise memo, the said suit was decreed by the Mediator. After passing of decree, the petitioner herein/defendant had not honoured his promise, as agreed in the compromise memo and hence, the respondent/plaintiff has filed execution petition in E.P.No.4880/2022 to execute the above compromise decree. In



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the above execution petition, the petitioner herein has filed E.A.No.1/2023 raising objection that the E.P. is liable to be dismissed for non joinder of necessary party and also the property, which is intended to be attached and sold in the execution proceedings by the respondent is not belonged to the petitioner and also the description of immovable property is bereft of particulars. The above petition was dismissed by the executing court and challenging the same, the present civil revision petition has been filed.

3. Heard the learned counsel for the petitioner and I have perused the materials on record.

4. Admittedly, in the above said suit in O.S.No.5770/2019, the petitioner herein/defendant is M/s Manthralaya Impex, represented by its proprietrix Ms.Vandana Srinivasan and the respondent herein/ plaintiff, is M/s Anabond Limited rep. by its authorised signatory/General Manager. The above said suit was referred to Mediation Centre for amicable settlement between the parties and before the Mediator, both the parties have agreed for



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settlement and also filed a memo of compromise. In the above said compromise memo, it was agreed between the parties, as follows.

" The defendant agrees before the mediator that they are willing to settle the matter amicably and the parties hereby agrees to settle the matter on the following terms.

1. The defendant pays an amount of Rs.63,00,000/- (sixty three lakhs only) to the plaintiff in six equal monthly installments, starting from January 2020. The defendant further agrees to clear all the installments by on or before 30th June 2020.

On the above said terms the parties agreed to settle the dispute between them arising out of the said suit (O.S.No.5770/2019).

Pursuant to the above compromise memo, the Mediator has passed a decree, in terms of the compromise memo.

5. It is the contention of the learned counsel for the petitioner that the compromise memo has not been signed by the proprietrix of the defendant concern and she has not authorised her husband R.Srinivasan to sign before the Mediator. Therefore, the decree, which was obtained behind the back of the proprietrix, cannot be executed against the proprietrix.



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6. On perusal of the compromise memo, it is noticed that it was signed by one M.S.Abraham for the plaintiff concern and by one Mr.R.Srinivasan for the defendant concern. Further the counsel for the plaintiff as well as the defendant had also signed in the compromise memo. It is an admitted fact that the above said Mr.R.Srinivasan is husband of Mrs.Vandana, the proprietrix of M/s Mantralaya Impex. In such circumstances, the petitioner contended that, she has not authorized her husband to sign the compromise memo, which is unsustainable. When the counsel himself, who is authroized by the petitioner/ defendant, had accepted the signing of R.Srinivasan, husband of the defendant in the compromise memo, now the defendant cannot take a defence that, she had not authorized her husband to sign the compromise memo. Therefore, this Court is of the view that only to protract and dishonour the compromise decree, the petitioner/defendant has filed the above said E.A.1/2023 in E.P.No.4880/2022 and the learned Judge has rightly dismissed the above application. Hence, I dot not find any infirmity over the order passed by the executing court and the civil revision petition filed by the petitioner is liable to be dismissed, as it has no merits.



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7. In fine, the civil revision petition is dismissed and the impugned order passed by the Executing Court is confirmed. No costs. Consequently, connected miscellaneous petition is closed.

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Index: Yes/No
Internet: Yes/No
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To

X Assistant Judge, City Civil Court, Chennai.



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V.SIVAGNANAM, J.,

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