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C.R.P.(PD)Nos.4803 & 4806 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: **02.12.2024**

CORAM :

THE HONOURABLE MR.JUSTICE V. LAKSHMINARAYANAN

C.R.P.(PD)Nos.4803 & 4806 of 2024
and C.M.P.Nos.26875 & 26880 of 2024

In both CRPs.

J.Suresh

.. Petitioner

Vs

Kausar Sadiq Sait

.. Respondent

COMMON PRAYER: Civil Revision Petition is filed under Section 115 of the Code of Civil Procedure against the conditional order in E.P.Nos.597 & 599 of 2024 on the file of the learned XXVI Assistant Judge, City Civil Court at Chennai, in O.S.No.2245 of 2023 on the file of the learned VII Additional Judge, City Civil Court at Chennai.



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C.R.P.(PD)Nos.4803 & 4806 of 2024

In both CRPs.

For Petitioner : Mr.R.Vijayaraj Naren

For Respondent : Mr.V.R.Thangavelu

COMMON ORDER

I had directed the civil revision petitioner to pay a sum of Rs.5,02,846/- by today. This order was passed on 26.11.2024.

2. When the civil revision petitions were taken up for hearing today, Mr.Rajaraman representing Mr.R.Vijayaraj Naren and Mr.V.R.Thangavelu report that the parties have settled the matter.

3. Mr.Rajaraman states that the civil revision petitioner has submitted to the decree in O.S.No.2245 of 2023.

4. The terms of the settlement entered into between the parties is extracted hereunder:



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C.R.P.(PD)Nos.4803 & 4806 of 2024

IN THE COURT OF THE ADDITIONAL CITY CIVIL
JUDGE, CHENNAI
Case No. 2024 of 2023

Mrs. Kausar Sadiq Sarf,
wife of Sadiq Mohamed Sarf,
No. 3B, 13th Avenue, Harrington Road,
Chetpet, Chennai 600031.

Plaintiff

vs.

J. Suresh,
Advocate,
M/G of Parkway Apartment,
No. 122/36, Marshall's Road
(now called) Rukmani Lakshminarayana Salai,
Egmore, Chennai 500 035.

Defendant

Memo of Compromise

It is submitted that the above suit has been filed for a decree and judgment in

- directing the defendant to deliver vacant possession of the plaint schedule property;
- directing the defendant to pay a sum of Rs. 4,62,846/- and continue to pay monthly maintenance charges to the Apartment Owners Association till delivery of possession of the plaint schedule property is handed over the plaintiff;
- directing the defendant to pay Rs. 1,07,500/- as liquidated damages;
- directing the defendant to pay a sum of Rs. Rs. 55,000/- every month as damages for use and occupation of the plaint schedule property till possession is handed over;
- for costs of the suit and
- for such or other reliefs as this Hon'ble Court deem fit and proper under the circumstances of the case

On mutual discussions, the parties have concluded as follows:

- The defendant shall hand over vacant possession of the plaint schedule property on or before 21st January 2025.



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(i) The defendant has agreed to pay damages of Rs. 45,000/- till the date of handover vacant possession of the plaintiff's property on or before 31st January 2025 instead Rs. 55,000/- claimed in the suit.

(ii) The defendant shall pay monthly charges of Rs. 4878/- till vacant possession of the plaintiff's property on or before 31st January 2025, to the Parkway Apartment Owners Association directly and furnish a "NO DUE CERTIFICATE" issued by the Parkway Apartment Owners Association, at time of handing over vacant possession of the plaintiff's schedule property to the plaintiff.

The amount payable by the defendant is calculated as follows:

Rents due till February 2025	Rs. 6,30,000.00
Damages due from March 2025 till January 2025 (23 months X Rs. 40,000/-)	Rs. 9,20,000.00
Amount Payable by defendant till January 2025	Rs. 15,50,000.00
Advance paid by the defendant	Rs. 4,00,000.00
Amount paid by the defendant in EP	Rs. 5,10,000.00
Defendant's payment so far	Rs. 9,10,000.00
Amount payable by defendant (Rs. 15,50,000 minus Rs. 9,10,000) till January 2025	Rs. 6,40,000.00

The parties to the suit have arrived at compromise, based on which, a decree and judgment can be passed, on the following terms:

- (a) The defendant shall hand over ^{vacant} possession of the plaintiff's schedule property by 31st January 2025, in case failure, the defendant shall pay damages of Rs. 1,00,000/- (Rupees one lakh only) every month, till vacant possession of the plaintiff's schedule property is handed over.
- (b) The defendant shall pay Rs. 6,40,000/- (Rupees six lakhs forty thousand only) to the plaintiff, on or before 31st January 2025.

[Signature]

[Signature]



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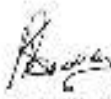
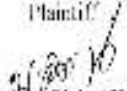
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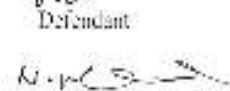
27.11.24

(c) The defendant shall pay Rs. 3,25,000/- (Rupees three lakhs forty five thousand and fifty only) to the plaintiff or the balance to furnish "no objection certificate" issued by the Railway Apartment Owners Association and continue to pay Rs. 1275/- towards maintenance charges till vacant possession of the plaint schedule property is handed over.

(d) If the defendant hands over vacant possession of the plaint schedule property by 31st December 2024 and furnishes "no objection certificate" issued by the Railway Apartment Owners Association to the plaintiff, then the defendant can deduct one month damages amount of Rs.40,000/-.

Dated at Chennai, this 27th day of November 2024

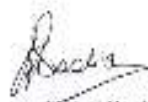
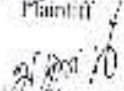

Plaintiff

Counsel for Plaintiff

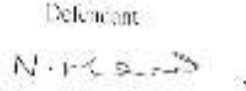

Defendant

Counsel for defendant

Plaint Schedule Property

Apartment in Mezzanine bearing No. 601 of Railway Apartment Old No. 172, M. No. 36, Marshall's Road now called Rukmani Lakshminagar, S. S. 1, E. Ghorez, Chennai-600008.

Dated at Chennai, this 27th day of November 2024


Plaintiff

Counsel for Plaintiff


Defendant

Counsel for defendant

5. Recording the above terms, the suit itself has been decreed on 27.11.2024. Therefore, both parties plead that the same terms have been recorded in these revisions and the revisions be disposed of.



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6. The memo of compromise dated 27.11.2024 is recorded and the same will form part of this order. Accordingly, both the civil revision petitions are disposed of. No costs. Consequently, connected Miscellaneous Petitions are closed.

02.12.2024

Index: Yes/No

Speaking order/Non-speaking order

Neutral Citation: Yes/No

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To

1. XXVI Assistant Judge, City Civil Court at Chennai.
2. VII Additional Judge, City Civil Court at Chennai.



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V. LAKSHMINARAYANAN,J.

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and C.M.P.Nos.26875 & 26880 of 2024

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