



C.R.P.No.751 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 05.08.2025

CORAM :

THE HONOURABLE MR. JUSTICE N. SATHISH KUMAR

C.R.P.No.751 of 2025

and

C.M.P.No.4284 of 2025

Nithya Rani (died)

1.Venkatesan P

... Petitioner

Vs.

1.Ram Shankar

2.Sujita

3.Thirumagal

4.Prasanna Kumar

... Respondents

*[Cause title accepted vide Court order dated
13.02.2025 made in CMP No.2288 of 2025
in CRP SR No.443 of 2025]*

Civil Revision Petition filed under Article 227 of the Constitution of India to set aside the order dated 26.08.2022 in I.A.No.1 of 2021 in O.S.No.6322 of 2002 on the file of the IV Additional City Civil Court, Chennai.

For Petitioner : Mr.T.N.Rajagopalan
for Mr.R.Suryanarayanan

For R1 : Mr.E.Reegan Amarasekaran



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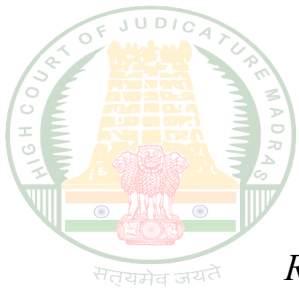
For R2 and R4 : No appearance
R3 : No such person

ORDER

Challenging the order of the IV Additional City Civil Court, Chennai, in I.A.No.1 of 2021 in O.S.No.6322 of 2002, dismissing the application to condone the delay of 3952 days to set aside the *ex parte* decree dated 23.04.2009, the present revision has been filed.

2.Today, the learned counsel on either side would submit that the parties have arrived at a compromise and they have filed a joint memorandum of compromise, dated 05.08.2025. The parties have signed in the joint memorandum of compromise in the presence of their respective counsel. Today, the parties are present before this Court and they are identified by their respective counsel. The said memo of compromise, dated 05.08.2025, is taken on record. The terms of the compromise are as follows:

*“1.The Petitioner had agreed to pay a total sum of Rs.
14,00,000/- (Rupees Fourteen Lakhs only) to the 1st*



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Respondent towards the full and final settlement of the entire disputes 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. 14,00,000/- (Rupees Fourteen Lakhs Only) is being made in the following manner:

(i) Rs. 2,00,000/- (Rupees Two Lakhs) through Demand Draft bearing no 157758122 dated 05.08.2025 drawn on Indian Overseas bank favouring "Ram Shankar" the 1st Respondent herein.

(ii) Rs.3,00,000/- (Rupees three Lakhs) vide cheque bearing no: 465162 dated 11.08.2025 in favour of Ram Shankar" the 1st Respondent herein.

(iii) Rs.3,00,000/- (Rupees three Lakhs) vide cheque bearing no: 465164 dated 10.09.2025 in favour of Ram Shankar" the 1st Respondent herein.

(iv) Rs.3,00,000/- (Rupees three Lakhs) vide cheque bearing no: 465165 dated 10.10.2025 in favour of Ram Shankar the 1st Respondent herein.

(v) Rs.3,00,000/- (Rupees three Lakhs) vide cheque bearing no: 465166 dated 10.11.2025 in favour of "Ram Shankar" the 1st Respondent herein.



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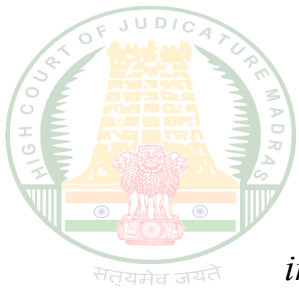
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3.The Petitioner assures that the above mentioned cheques will be honoured. In default of payment, the 1st Respondent reserve their right to approach this Hon'ble Court to terminate the compromise and is also entitled to initiate contempt proceedings as well as appropriate criminal proceedings under the Negotiable Instruments Act, in respect of the dishonour of cheques.

4.The 1st Respondent agrees to receive the said sum of Rs.14,00,000/- (Rupees Fourteen Lakhs only) and in consideration of which the 1st Respondent agrees to withdraw all claims against the Petitioner and their family members and agrees the same as full and final settlement.

5.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 in respect to schedule mentioned property.

6.Specifically, the parties herein agree that the aforementioned Judgment and Decree dated 09.12.2009 made



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in O.S.No.6322 of 2002, on the file of IV Additional City Civil Court, Madras, is covered by this Memorandum of Compromise. The aforementioned judgment and decree passed by the IV Additional City Civil Court, Chennai in O.S.No.6322 of 2002, shall stand substituted by this Memorandum of Compromise and the parties shall be bound by the same.

7.The 1st Respondent hereby undertakes to withdraw/not press the Execution petition in E.P. No. 2349 of 2018 on the file of XXVI Assistant court, City civil court, Chennai upon realisation of the entire sum of Rs.14,00,000/- and file application/memo to that effect.

8.The Petitioner hereby undertakes that he will not claim any rental arrears in respect to shop no. 1 in schedule mentioned property where the 1st Respondent was inducted as tenant.

9.The 1st Respondent hereby undertakes that he will hand over the key of the demised premises shop no. 1 in the schedule mentioned property immediately and will make no further right, claim over the schedule mentioned property not against the Petitioner nor their family members upon executing the present joint compromise.



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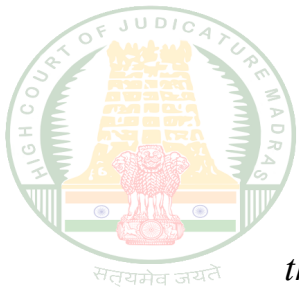
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10.It is respectfully submitted that, in view of the prolonged pendency of the present litigation and due to the closure of the rental premises by the respondent/tenant, the petitioner/landlord was constrained to take reasonable protective measures to safeguard the premises. It may kindly be noted that during the said period, certain third parties made attempts to trespass and misuse the premises, which posed a potential hazard, public nuisance, and risk to property. In order to prevent any such unauthorized access or unlawful activities, the petitioner/landlord, in good faith and in the interest of safety and maintenance of the premises, temporarily secured the premises by installing an iron grill gate and the same is now amicably settled.

11.The 1st Respondent hereby undertakes he shall not proceed with Judgment and Decree dated 09.12.2009 in O.S.No.4208 of 2002 on the file of IV Additional, City Civil Court, Chennai.

12.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.

13.The Parties agree, acknowledge and confirm that



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they have clearly understood the terms of this Memorandum of Compromise and that they are entering into this Memorandum voluntarily and without any coercion or influence from any person.

14.The Parties agree and acknowledge that this Memorandum constitutes the final and entire agreement between them and that it shall supersede all previous agreements, communications, either oral or written, between the Parties with respect to the subject matter herein.

15.The parties herein shall bear their respective costs.

16.It is therefore respectfully prayed that this Hon'ble Court may be pleased to record this Memorandum of Compromise and pass orders in the above Civil revision petition, viz., CRP.No. 751 of 2025 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.”

3.As per the above compromise, today, the learned counsel for the



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petitioner has handed over the following cheques to the 1st respondent before this Court.

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- (i) *Demand Draft for a sum of Rs.2,00,000/- (Rupees Two Lakhs) bearing No.157758122 dated 05.08.2025 drawn on Indian Overseas bank in favour of “Ram Shankar”;*
- (ii) *Cheque for a sum of Rs.3,00,000/- (Rupees three Lakhs) bearing No.465162 dated 11.08.2025 in favour of “Ram Shankar”;*
- (iii) *Cheque for a sum of Rs.3,00,000/- (Rupees three Lakhs) bearing No.465164 dated 10.09.2025 in favour of “Ram Shankar”;*
- (iv) *Cheque for a sum of Rs.3,00,000/- (Rupees three Lakhs) bearing No.465165 dated 10.10.2025 in favour of “Ram Shankar”;*
- (v) *Cheque for a sum of Rs.3,00,000/- (Rupees three Lakhs) bearing No.465166 dated 10.11.2025 in favour of “Ram Shankar”.*

4.The 1st respondent along with his counsel have made an endorsement acknowledging the receipt of the cheques. Though it is stated in the memo that possession will be handed over, today, it is submitted by both sides that possession has already been handed over and the said fact has also been acknowledged by the petitioner. As agreed between the



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parties, once the entire amount of Rs.14,00,000/- is encashed and realised, it is open to them to file an application/memo before the Execution Court so that the Execution Petition can be terminated.

5.Accordingly, this Civil Revision Petition is disposed of in terms of the joint memo of compromise, dated 05.08.2025. The joint memo of compromise dated 05.08.2025 shall form part of the order. No costs. Consequently, connected miscellaneous petition is closed.

mkn

05.08.2025

Internet : Yes

Index : Yes / No

Speaking order : Yes / No

Neutral Citation : Yes / No

To

1.The IV Additional Judge,
City Civil Court,
Chennai.

2.The Section Officer,
VR Section,
High Court, Madras.



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N. SATHISH KUMAR, J.

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