



C.R.P.No.840 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

WEB COPY

DATED : 12.03.2025

CORAM :

THE HONOURABLE MR. JUSTICE A.D.JAGADISH CHANDIRA

C.R.P.No.840 of 2025
and
C.M.P.No.4988 of 2025

Ramesh Kumar

... Petitioner

Vs

1.R.Mangilal Ranka
2.M.Mahaveerchand Ranka
3.M.Sandeep Kumar Ranka

... Respondents

PRAYER : Civil Revision Petition filed under Section 227 of Constitution of India, pleaded to set aside the impugned order dated 07.01.2025 passed in RLTA No.54 of 2024 by the learned XVI (16th) Additional City Civil Court, Chennai, confirming the original fair and decreetal order passed in RLTOP No. 122 of 2021 dt. 09.06.2023 on the file of learned (13th) XIII Judge, Small Causes Court, Chennai.

For Petitioner : Mr.Sanjay J.Rajpurohit

For Respondents : Mr.V.Chnakya



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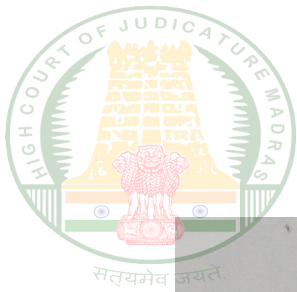
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ORDER

This Civil Revision Petition has been filed against the order in RLTA No.54 of 2024, dated 07.01.2025, passed by the XVI Additional City Civil Court, Chennai, confirming the fair and decreetal order passed in RLTOP No. 122 of 2021 dated 09.06.2023 on the file of XIII Judge, Small Causes Court, Chennai.

2. The revision petitioner is a tenant and the respondents are the landlord. The XIII Small Causes Court, Chennai, by an order dated 09.06.2023 in RLTOP. No.122 of 2021, had ordered eviction and directed the petitioner/tenant to vacate and hand over the vacant possession to the respondent/landlord. On appeal, the XVI Additional Judge, has confirmed the order of the XIII Judge. Aggrieved over the same, the petitioner has filed the present revision petition.

3. Pending the revision petition, the parties have arrived at a settlement, pursuant to which, the parties have entered into a Joint Memo of Compromise dated 12.03.2025. The Joint Memo of Compromise filed by the parties is read as under:-



C.R.P.No.840 of 2025

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IN THE HIGH COURT OF JUDICATURE AT MADRAS

(Civil Appellate Jurisdiction)

CRP No. 840 of 2025

Against

R.L.T. A. No: 54 of 2024

(On the file of Hon'ble XVI (16th) Additional Judge City Civil Court, Chennai)

IN

R.L.T.O.P. No. 122 of 2021

(On the file of Hon'ble XIII (13th) Small Causes Judge, Chennai)

Ranking of parties

In C.R.P.

In R.L.T.A

In R.L.T.O.P

MR RAMESH KUMAR

Son of Khima Ramji Rawal

Shop No.9, Ground Floor,

Door No:138/1, Govindappa Naicken Street, Chennai – 600 001.

Petitioner

Appellant

Respondent

-Versus-

1. **MR. R. MANGILAL RANKA,**

2. **MR. M. MAHAVEERCHAND RANKA,**

3. **MR. M. SANDEEP KUMAR RANKA,**

All are residing at Door No: 184, Govindappa Naicken Street,

Chennai – 600 001.

Respondents

Respondents

Applicants

MEMORANDUM OF JOINT COMPROMISE

The Parties respectfully submit as follows:

This Memorandum of Compromise entered into at Chennai on this the 12th day of Wednesday, March 2025 by and between:

MR RAMESH KUMAR, Son of Khima Ramji Rawal, Hindu, aged about 54 years, Carrying Business at Shop No.9, Ground Floor, No.138/1, Govindappa Naicken Street, Chennai – 600 001, hereinafter referred as to **FIRST PARTY (PETITIONER HEREIN)**

AND

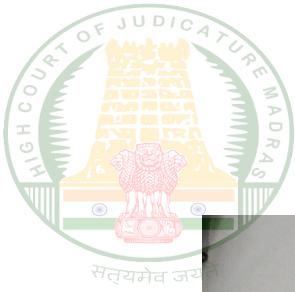
MR. R. MANGILAL RANKA, S/o. Roopchand Ranka, aged 65 years 2. **MR. M. MAHAVEERCHAND RANKA**, S/o. Mr. R. Mangilal Ranka, aged 48 years, 3. **MR. M. SANDEEP KUMAR RANKA**, S/o. Mr R. Mangilal Ranka, aged 36 years all are residing at Door No: 184, Govindappa Naicken Street, Chennai – 600001; hereinafter referred to as **SECOND PARTY (RESPONDENTS HEREIN)**

MR RAMESH KUMAR

[1] MR R MANGILAL RANKA

[2] MR. M. MAHAVEERCHAND RANKA

[3] MR. M. SANDEEP KUMAR RANKA



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WHEREAS the present Appeal against the order and judgment dated 07.01.2025 passed in RLTA No.54 of 2024 by the Hon'ble XVI (16th) Additional City Civil Court, Chennai, confirming the original fair and decretal order and Judgment passed in RLTOP No.122 of 2021 dated 09.06.2023 on the file of Hon'ble XIII (13th) Small Causes Court Chennai.

WHEREAS the Petitioner in possession of the Petition Premises a commercial shop. The Petitioner paid a refundable security deposit for the sum of ₹50,000/- (Rupees Fifty Thousand Only) through cheque bearing No. 597134; which has been transferred to the present owner Respondents herein as per the tenancy attornment letter dated 17.09.2005. The Petitioner states that the Respondents are receiving monthly rent for the sum of ₹2,215/-

Whereas the Parties herein have agreed to settle the matter, out of their free will and their own volition free from any coercion and influence whatsoever, the parties hereto are desirous of reducing to writing, the mutually agreed terms and conditions between them under this Memorandum of Compromise.

The third respondent is adequately represented in this case on behalf of the first and second respondents. Neither the first nor second Respondents have opposed his representation. Additionally, considering the current Memorandum of Joint Compromise that all parties have agreed to, all parties are fully aware of the facts and familiar with this representation.

NOW THIS MEMORANDUM OF COMPROMISE WITNESSETH AS FOLLOWS:

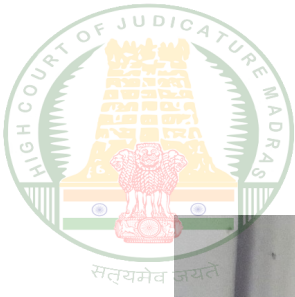
- A. The Petitioner shall hand over the Keys of the shop to the Respondents on or before 30.06.2025 as agreed mutually in the above case.
- B. The First Party herein request the Second Party herein to grant him **4 (Four) months** to relocate the entire business and settle into the new premises. Failing will result in irreparable loss and hardship to First Party business which may lead to loss of customers, revenue, and dead stock and may ultimately lead to the collapse of the entire business, whereas no prejudice will be caused to the Second Party herein.
- C. The First Party confirms consistent and paid the timely advance rent payments for the scheduled premises till June 30, 2025. Furthermore, the refundable security

MR RAMESH KUMAR

R. Mangilal Ranka
[1] MR R MANGILAL RANKA

M. Mahaveerchand Ranka
[2] MR. M. MAHAVEERCHAND RANKA

Sandeep Ranka
[3] MR. M. SANDEEP KUMAR RANKA



deposit has been fully adjusted towards the outstanding rent arrears as of this date. The First Party irrevocably relinquishes all future claims/rights regarding the aforementioned security deposit.

- D. The Petitioner's security deposit of Rs.50,000/- and Respondent's rental arrears as of date have been adjusted between the parties amicably. There shall be no further claim and no further arrear of rent/security deposit in the scheduled tenancy.
- E. All the Parties to the case hereby agree and undertake not to initiate Civil or Criminal proceedings/any other proceeding whatsoever against each other in the future pertaining to the scheduled claim.
- F. All the Parties to the case hereby agree that there is no subsisting or future claim whatsoever against each other or any claim to each other pertaining to arrears of rent or advance security deposit. No claim, past, present, or future subsists or lies between the parties to this case.
- G. If the First Party fails to evict the schedule-mentioned premises on or before **30.06.2025** the Second Party shall proceed with the Execution Petitioner for eviction of the First Party under the due process of law.
- H. All the parties shall withdraw the case filed against each other for the schedule mentioned tenancy.
- I. Both hereby agree and undertake to abide by the terms and conditions of this undertaking Joint compromise memo which is filed before this Hon'ble Court.

SCHEDULE

Non-Residential shop portion bearing shop No.9, Ground floor, Situated at Door No.138/1, Govindappa Naicken Street, Chennai 600 001; under the occupation of the Appellant/Respondent situate within the Registration District of Chennai North and Registration Sub District of Sowcarpet.

MR RAMESH KUMAR

Ranku

R. Mangilal Ranka

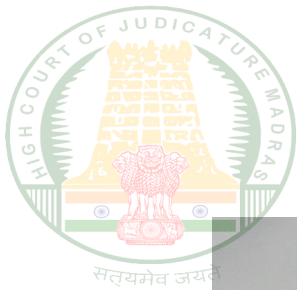
[1] MR R MANGILAL RANKA

M. Mahaveerchand Ranka

[2] MR. M. MAHAVEERCHAND RANKA

M. Sandeep Ranka

[3] MR. M. SANDEEP KUMAR RANKA

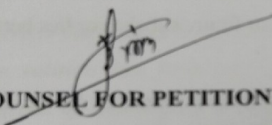


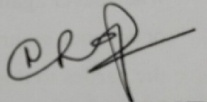
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All the parties pray that this Hon'ble Court may be pleased to record the joint compromise memo and pass suitable or other order as this Hon'ble Court may deem fit and proper in the circumstance of the case and thus render justice.

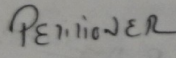
Dated at Chennai, this is the 12th day of Wednesday, March 2025

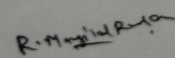

COUNSEL FOR PETITIONER

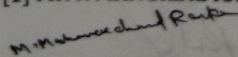

COUNSEL FOR RESPONDENT

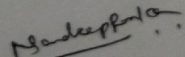
 PETITIONER

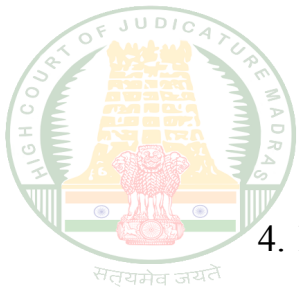
RESPONDENTS


MR RAMESH KUMAR


[1] MR R MANGILAL RANKA


[2] MR. M. MAHAVEERCHAND RANKA


[3] MR. M. SANDEEP KUMAR RANKA



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4. Learned counsel appearing for both sides submitted that both the parties undertake to abide by the terms entered into in the Joint Memo of Compromise filed by them. Thereby, they prayed that the revision may be disposed based on the Joint Memo of Compromise and the matter may be listed for reporting compliance.

5. Heard the learned counsel appearing for both the petitioner and the respondent and perused the materials available on record.

6. Taking into consideration the Joint Memo of Compromise dated 12.03.2025 filed by both the parties and recording the submissions made by the learned counsels on both sides, this Civil Revision Petition shall stands disposed of. Consequently, the connected miscellaneous petition is closed. No costs.

7. The Joint Memo of Compromise dated 12.03.2025 filed by the parties shall form part of the Court records. With regard to the compliance of [5] of the Joint Memo of Compromise, list the matter for reporting compliance on **07.07.2025**

12.03.2025

Index : Yes / No
Neutral Citation : Yes / No
rpl

A.D.JAGADISH CHANDIRA, J.



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rpl

WEB COPY To:

- 1.The XVI Additional City Civil Court, Chennai
- 2.The XIII Small Causes Court, Chennai.

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12.03.2025