



A.S.No.147 of 2022

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated 29.04.2025

CORAM:

THE HONOURABLE MR.JUSTICE N. SATHISH KUMAR

A.S.No.147 of 2022
and CMP.Nos.5230 and 5231 of 2022

A.V.N.Vetrivelan

... Appellant

Versus

Seyad Mubarak

... Respondent

Prayer: Appeal filed under Section 96 read with Order 41 Rule 1 of Code of Civil Procedure, to set aside the judgment and decree dated 01.09.2021 made in O.S.No.20 of 2018 on the file of the learned District Court, Karaikal.

For Appellant : Mr.V.Raghavachari, Senior Counsel
for Mr.Jerry V.V.Sundar

For Respondent : Mr.K.M.Aasim Shehazd
for M/s.BFS Legal

JUDGMENT

Aggrieved over the judgment and decree of the Trial Court dismissing the relief of specific performance and granting the decree of alternative prayer of return of advance sale consideration of Rs.13 lakhs from the date of sale agreement, i.e., 25.08.2015 with interest @ 12% till the date of plaint and thereafter, interest @ 8% p.a., from the date of plaint till the date of realisation, the



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present appeal is filed.

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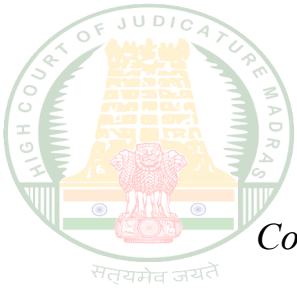
2. The appellant and the respondent are present and they are identified by their respective counsel. They have produced a joint memo of compromise, wherein, it is agreed to settle the matter on the following terms and conditions:

“i) The Respondent Defendant agrees to pay a sum of Rs. 40,00,000/- (Rupees Forty Lakhs only) towards full and final settlement of all his dues to the Appellant Plaintiff forming subject matter of the suit and appeal. The payment shall be made in the following manner.

a) Rs.10.00.000/- (Rupees Ten Lakhs only) will be paid by 29.05.2025.

b) Balance sum of Rs.30.00.000/- (Rupees Thirty Lakhs only) will be paid on or before 29.10.2025

ii) In the event of delay in payment of monies, the outstanding amount shall carry an interest of 18% from the due date till the date of actual payment. On receipt of the of the entire sum of Rs.40,00,000/- (Rupees Forty Lakhs only) as per the terms of this Memorandum of



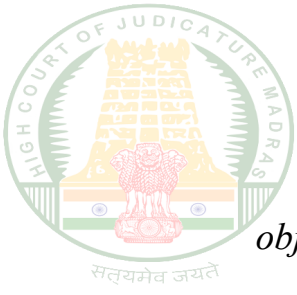
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Compromise, the Appellant/Plaintiff shall immediately take steps to do the following.

a.) Cancel the Agreement of Sale dated 25.08.2015 within 14 days. If there is any delay beyond 14 days in cancelling the Agreement of Sale dated 25.08.2015, the Respondent/Defendant shall file this Memorandum of Compromise on the basis of which the Agreement of Sale dated 25.08.2015 shall stand cancelled and the same shall reflect in the Encumbrance Certificate. The Respondent/Defendant shall bear the charges of cancellation provided the Appellant/Plaintiff cooperates in executing the necessary Deed of Cancellation in terms of this clause.

b.) Shall cooperate for return of the original title deed in respect of the property forming part of Agreement of Sale dated 25.08.2015 which has been deposited before the District Court, Karaikal and is now in the custody of the registry of this Hon'ble Court. Appropriate application will be filed by Respondent/Defendant seeking for return of the document and the Appellant/Plaintiff shall give his no



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objection.

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c.) Withdraw the 138 case pending before the Hon'ble Judicial Magistrate, Karaikal in S.T.C No.859 of 2022(STR No.707 of 2017) on the next date of hearing. Until the payments are made, the Appellant/Plaintiff shall seek for adjournment of the matter. If the Appellant/Plaintiff fails to withdraw the case, the Respondent/Defendant shall file proof of payment and shall be entitled to seek dismissal of the case on the basis of the Memorandum of Compromise.

iv.) The entire payment shall be made by way of bank transfer to the account of the Appellant/Plaintiff, the details of which are as follows,

ACCOUNT NUMBER: 920020065487177

ACCOUNT NAME: VETRIVELAN

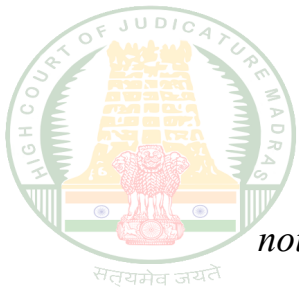
SCHEME: CA

IFSC: UTIB0001568

BANK NAME: AXIS BANK

BRANCH: KARAIKAL

v) On payment of the entire sum, the Appellant/Plaintiff undertakes



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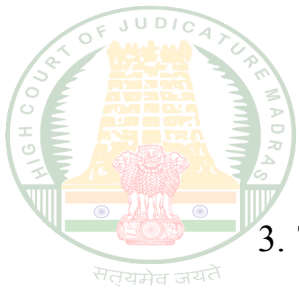
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not to make any claims in future in respect of this transaction or transaction between them.

vi) Apart from the Original Title Deeds mentioned in Clause 3(iii)(b), the Appellant/Respondent has returned all other documents which were executed by the Respondent/Defendant for securing the amount of Rs.13,00,000/- paid by him at the time of execution of this document.

vii.) The Appellant/Plaintiff confirms that the original title deed in respect of property situated in Kalamuthu street standing in the name of Mrs. Jahabar Nachiyall Julaiga Ummal was not given to him and he does not have any objection in the Respondent/Defendant and/or his wife filing appropriate complaint for tracing the said document before the Jurisdictional Police Station and in obtaining Non Traceable Certificate in the event the document is not traced. The Appellant/Plaintiff also confirms that he has no claim in respect of the aforesaid property.”

N.SATHISH KUMAR, J



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3. The said joint memo of compromise is taken on record. Accordingly, the appeal suit is disposed of in terms of memo of compromise. No costs.

Consequently, connected miscellaneous petitions stand closed.

29.04.2025

Index : Yes / No
Speaking/non speaking order
dhk

To,

1.The District Judge
District Court, Karaikal

2. The Section Officer
VR Section
High Court, Madras

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