



C.S.(Comm.Div.) No.45 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

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DATED: 30.04.2025

CORAM

THE HONOURABLE **MR.JUSTICE SENTHILKUMAR RAMAMOORTHY**

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1. Mahendra Lokiah
2. Chitra Pawan Kumar

... Plaintiffs

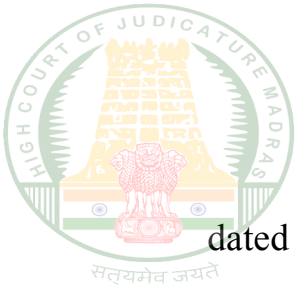
-VS-

K.Shivashankar
Having address at
Kailash 6/25, Cenotaph Road,
First Street, Teynampet,
Chennai 600 018.

... Defendant

PRAYER: Civil Suit (Commercial Division) filed under Order IV Rule 1 of OS Rules Read With Order VII Rule 1 CPC, praying to grant a judgment and decree on the following terms:-

(a). Directing the defendant to pay the plaintiffs a sum of Rs.2,50,00,000/- as compensation for illegally appropriating the super-built up area of 1,704.2 Sq.ft that fell to the share of the plaintiffs as per JDA



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dated 22.09.2011 in the suit schedule property along with interest on the aforesaid sum at the rate of 18% per annum from the date of plaint till realization.

(b) To declare that the Tripartite Agreement dated 16.06.2014 concerning the right to use Terrace Portion exclusively in suit property by the defendant is no longer valid in law, void and to be treated and included as “common area” of suit property.

(c) Directing the defendant to render true and proper accounts for portions illegally occupied by the defendant viz., shortfall in allotment of 1704 sq.ft of built up area in the schedule premises for the periods from November 2019 to till date.

(d) For costs of this suit.

For Plaintiff : Mr.Anupam Raghuraman
for M/s.Raman and Associates

For Defendant : Mr.Rahul Jagannathan



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JUDGMENT

Both learned counsel for the plaintiffs and learned counsel for the defendant submits that a settlement was reached and that parties executed settlement agreement dated 16.04.2025. The Mediation Centre has placed on record mediation report dated 28.04.2024 enclosing the settlement agreement. The settlement agreement contains the signatures of the first and second plaintiffs and that of the sole defendant. The respective counsel have also signed thereon. The second plaintiff and the defendant were present on the video conferencing platform. On perusal of the settlement agreement, it appears that such settlement is comprehensive and extends beyond the scope of the present suit by also dealing with O.S.No.6271 of 2024, which is pending on the file of the XVIII Additional City Civil Court, Chennai and arbitral proceedings between the second plaintiff and the defendant. On carefully considering the terms thereof, I find no legal impediment to the issuance of the decree in terms thereof.

2. Therefore, C.S.(Comm.Div.) No.45 of 2024 is decreed in terms of



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settlement agreement dated 16.04.2025. Such settlement agreement shall form an integral part of the decree. Since a settlement was recorded pursuant to a reference to mediation, refund of Court fee shall be made to the plaintiff.

30.04.2025

rna

Index : Yes / No

Internet : Yes / No

Neutral Citation: Yes / No



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