



WEB COPY



S.A. No. 1011 of 2013

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 18.03.2025

Coram:

THE HONOURABLE MRS. JUSTICE R.KALAIMATHI

S.A. No. 1011 of 2013

Haseen Begum

.. Appellant

Vs.

Sengodan @ Jayamani

.. Respondent

Prayer: Second Appeal is filed under Section 100 of Code of Civil Procedure, against the judgment and decree dated 08.08.2011 made in A.S.No.73 of 2010 on the file of the I Additional District Court, Salem and the Judgment and decree dated 23.02.2010 made in O.S.No.235 of 2008 on the file of the Principal Subordinate Court, Salem.

For Appellant : Mr.N.Jaikumar

For Respondent : Ms.M.Atchaya
for M/s.Sarvabhuman Associates



WEB COPY



S.A. No. 1011 of 2013

JUDGMENT

Heard the learned counsel for the appellant and the learned counsel for the respondent.

2. Appellant is present before this Court and the respondent appeared through Video Conference. The terms of Joint Memorandum of Compromise are extracted here under:-

“The parties herein humbly submit as follows;

1.Originally, the respondent herein filed a Civil suit in O.S.No.235 of 2008 on the file of the Principal Subordinate Court, Salem, against the appellant herein for a recovery of a sum of Rs.3,41,083.33/- along with interest and also for a preliminary mortgaged degree for the aforesaid sum against the appellant herein among other reliefs.

2.It is submitted that the aforesaid suit was allowed vide judgment and decree dated 23.02.2010 of the



WEB COPY



S.A. No. 1011 of 2013

Principal Subordinate Court, Salem, directing the appellant herein to pay a sum of Rs.25,000/- towards principle, Rs.91,083.33/- towards interest and the sum of Rs.31,796.75/- towards costs totaling to a suit award of Rs.3,72,880.80/- payable by the appellant to the respondent.

3. Aggrieved by the judgment and decree passed in O.S.No.238 of 2008, the appellant herein preferred a first appeal in A.S.No.73 of 2010 on the file of the Hon'ble I Additional District Judge, Salem. The appeal was also dismissed confirming the judgment and decree dated 23.02.2010 passed in O.S.No.235 of 2008.

4. Once again aggrieved by the judgment and decree passed in O.S.No.235 of 2008, the appellant herein preferred the above Second Appeal in S.A.No.1011 of 2013 on the file of this Hon'ble Court.

5. It is submitted that during the pendency of above Second Appeal, the parties hereto, after discussion, arrived at a mutually aggregable compromise where under the respondent has agree to receive a total



WEB COPY



S.A. No. 1011 of 2013

sum of Rs.2,00,000/- (Rupees Two Lakhs Only) towards full and final satisfaction of all his claims under the judgment and decree dated 23.02.2010 passed in O.S.No.235 of 2008.

6.The said compromise a sum of Rs.2,00,000/- (Rupees Two Lakhs Only) has been paid by the appellant to the respondent in the following manner:

i. A sum of Rs.50,000/- (Rupees Fifty Thousand Only) paid by a way of cash by the appellant to the respondent of 08.07.2023;

ii. A sum of Rs.50,000/- (Rupees Fifty Thousand Only) paid by a way of cash by the appellant to the respondent of 30.09.2023:

iii. A sum of Rs.75,000/- (Rupees Seventy Five Thousand Only) paid by a way of cash by the appellant to the respondent on 10.03.2024.

iv. A sum of Rs.25,000/- (Rupees Twenty-Five Thousand Only) paid by a way of cash by the appellant to the respondent of 17.03.2025.

7.The respondent confirms and acknowledges the receipt of the entire compromising amount of



WEB COPY



S.A. No. 1011 of 2013

Rs.2,00,000/- (Rupees Two Lakhs Only) in the manner aforesaid, and absolves the appellant from any further payment whatsoever with respect to the Suit claim.

8.The respondent admits and acknowledges that pursuant to this Memorandum of Compromise he shall relinquish have any right, title, interest, claim, charge or lien, whatsoever in respect of the Suit Schedule property that arose out of the mortgaged deed dated 18.07.2005.

9.The respondent further admits and acknowledge that henceforth, the appellant shall be free to enjoy, own and possess the suit schedule property with all rights of alienation, and in the manner that she may deem fit.

10.The parties agreed that all the original title documents of the suit schedule property that have been filed in the suit in O.S.No.235 of 2008 and have been marked as Exhibits, shall be returned and delivered directly to the appellant herein. The appellant shall be entitled to apply for and/or the



WEB COPY



S.A. No. 1011 of 2013

return of all the original documents and Exhibits filed in the suit, directly from the concerned Court. The respondent shall have no objection for the same. These original title documents and revenue records of the suit schedule properties are required by the appellant for enjoying the same and to deal with same in the manner she deems fit.

11. In view of the above terms of compromise entered into between the parties, herein humbly pray as follows:

a) That this Hon'ble Court may be pleased to record the above compromise entered into between the parties in the manner stated above, and may be pleased to dispose of above the Second Appeal in the terms of this Joint Memorandum of Compromise;

b) That this Hon'ble Court may be pleased to direct the concerned Court Registry to return all the original title documents and revenue records of the suit schedule property, that have been filed and marked as Exhibits in O.S.No.235 of 2008 on the file of the Principal Subordinate Court, Salem, directly to the appellant herein and



WEB COPY



S.A. No. 1011 of 2013

c) Pass such further or other orders as this Hon'ble Court may deem fit and proper in this circumstances of this case and render justice.

Dated at Chennai on this the 18th Day of March 2025."

3. In view of the terms of Joint Memorandum of Compromise, this Second Appeal stands disposed of in terms of Joint Memorandum of Compromise and the same shall form part of the decree.

4. The appellant is entitled for return of Court fee as per the rules.

There is no order as to costs.

18.03.2025

gbi

Index: Yes/No

Internet: Yes/No

To

1. The I Additional District Court, Salem.
2. The Principal Subordinate Court, Salem.



WEB COPY



S.A. No. 1011 of 2013

R.KALAIMATHI, J.

gbi

S.A. No. 1011 of 2013

18.03.2025