



WEB COPY

CRP(PD).No.1314 of 2025



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 29.04.2025

CORAM

THE HONOURABLE Ms. JUSTICE P.T. ASHA

CRP.(PD).No.1314 of 2025

and

CMP.No.7800 of 2025

Jayanthi

... Petitioner

Vs.

1.R.Venkatesh

2.Durriga Venkatesh

... Respondents

Prayer:- Civil Revision Petition is filed under Article 227 of the Constitution of India to set aside the petition order dated 31.01.2025 in IA.No.3 of 2024 in OS.No.1769 of 2024 on the file of the XVIII Assistant City Civil Court, Chennai.

For Petitioner : M/s.N.K.Ponraj

For Respondent : M/s.Rajnish Pathiyil

ORDER



WEB COPY

CRP(PD).No.1314 of 2025



The above Civil Revision Petition is filed to set aside the petition order dated 31.01.2025 in IA.No.3 of 2024 in OS.No.1769 of 2024 on the file of the XVIII Assistant City Civil Court, Chennai.

2. Today, an affidavit of undertaking dated 29.04.2025 has been filed by the petitioner setting out the following terms and conditions to settle the dispute between the parties:-

" i. I shall vacate and hand over peaceful, vacant, and physical possession of the aforesaid premises (suit schedule property) to the Respondents/landlords on or before 07.06.2025, without any demur or delay and without causing any damage either to the premises or to the fixtures.

ii. I hereby undertakes to pay a total sum of Rs. 6,25,000/- (Rupees Six Lakhs and Twenty Five Thousand only) by way of a post dated Cheque No. 065930 dated 03.06.2025 drawn on HDFC Bank, Manapakkam Branch (IFSC Code: HDFC0001869) to the respondents/landlords as full and final settlement of all claims, dues, and arrears of rent, inclusive of the amount already directed vide the order dated 31.01.2025 in I.A. No. 3 of 2025 and also the



future rent upto 07.06.2025. This is against the rental arrears of Rs.8,10,000/- as on 31st March 2025, and Rs. 90,000/- towards the rent for the months of April and May, 2025 totalling Rs. 9,00,000/- (Rupees Nine Lakhs Only) and the respondents/landlords have waived a Sum of Rs. 2,75,000/- by giving me certain concessions with an intention to amicably settle the dispute. The concession/waiver granted is subject to realisation of the aforementioned cheque and in the event of failure to honour the cheque the entire amount of Rs.9,00,000/- shall become payable. Further the respondents have also undertakes that they will not claim any amount in the future under any heads.

iii. I understand and undertake that if I fail to hand over vacant possession of the premises on or before 07.06.2025, I shall be liable to pay damages of Rs. 5000/- (Rupees Five Thousand only) per day from 01.06.2025 till the date of actual handing over of vacant possession.

iv. I undertake to pay the electricity bill till the date of



actual handing over of vacant possession calculated as per the TNEB Tariffs. The meter reading for this calculation shall be taken on the day of vacating the premises.

v. I further undertake that if I fail to comply with any of the above conditions, including payment of the admitted amount or on my failure to vacate the premises on or before 07.06.2025, I shall be in breach of this undertaking, and the respondents/landlords shall be at liberty to take recourses known to law for such breach.

vi. Upon due compliance of the above conditions, both parties shall have no further claims against each other."

3. Recording the same, the above Civil Revision Petition stands disposed of. The affidavit of undertaking dated 29.04.2025 is taken on file. No costs. Consequently, the connected Miscellaneous Petition is closed.

4. It is informed to the Court that the cheque for Rs.6,25,000/- which is detailed in Clause 8(ii) of the undertaking will be handed over to the



respondents tomorrow.

5. It is also informed and confirmed by the learned counsel for the respondents that this is final amount that is payable by the petitioner towards full and final settlement of dues.

29.04.2025

(shr)

Index : Yes/No

Speaking Order: Yes/No

Neutral Citation : Yes/No

To

1.The XVIII Assistant City Civil Court, Chennai.

P.T. ASHA. J.,

(shr)



WEB COPY



CRP(PD).No.1314 of 2025

CRP.(PD).No.1314 of 2025
and
CMP.No.7800 of 2025

29.04.2025