



WEB COPY

CS No. 401 of 2



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 30-10-2025

CORAM

THE HON'BLE DR.JUSTICE R.N.MANJULA

CS No. 401 of 2014

Prashanth Fertility Research
Centre Pvt. Ltd.,
Unit of Prashanth Multi speciality Hospitals,
Rep. by its representative
Vanthi Manickam,
Nos.76 & 77, Harrington Road,
Chetpet, Chennai – 600 031.

..Plaintiff(s)

Vs

M/s.Gurunathan Enterprises Earth Movers
(A proprietorship concern),
Rep. by its Proprietor
R.Gurunathan,
12A, S.M.R.Apartments, Jaswanth Nagar,
Redipalayam Road, Mugappair West,
Chennai – 600 037.

..Defendant(s)

PRAYER : Complaint filed under Order VII Rule 1 of CPC r/w. Order IV Rule 1 of High Court Original Side Rules (a) to grant permanent injunction to restrain the defendant/respondent or their men, agents and servants from interfering with the Plaintiff's peaceful possession of schedule property, pending disposal of the suit (b) For a mandatory injunction directing the defendant to take charge and remove the pockline machine chsis No.KMTPC 048L94L14362, Model No.L



and KOMTSU PC 200 S from the plaintiff's property mentioned in the schedule property (c) Pay the plaintiff a sum of Rs.30,00,000/- towards damages and compensation for leaving his material at the suit schedule property and obstructing the plaintiff's construction work along with interest at the rate of 18% on the amount awarded from the date of filing the suit till receipt of the sum awarded.

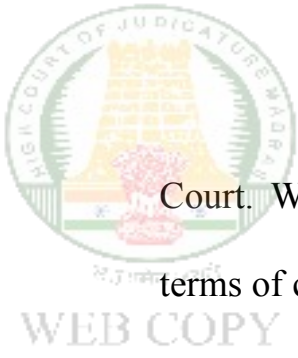
For Plaintiff(s): M/S.S.KARPAGAVARTHINI

For Defendant(s): M/S.C.KARTHIK

JUDGMENT

This Suit has been filed by the plaintiff seeking permanent and mandatory injunction against the defendant and pay the plaintiff a sum of Rs.30,00,000/- towards damages and compensation for leaving his material at the suit schedule property and obstructing the plaintiff's construction work along with interest at the rate of 18% on the amount awarded from the date of filing the suit till receipt of the sum awarded.

2. The learned counsel for both sides submitted that the matter has been settled out of Court and a joint memo of compromise has also been filed. The memo of compromise is taken on file and the parties are also present before this



Court. When the parties were enquired, they stated that they understood the terms of compromise and affixed their signature only in agreement of the same.

3. The joint memo of compromise is recorded and the suit is dismissed as settled out of Court and the counter claim is decreed in terms of the joint compromise memo. The plaintiff is entitled to the refund of the full Court Fee as per the prescribed rules. No costs.

30-10-2025

Index: Yes/No
Speaking/Non-speaking order
Neutral Citation: Yes/No

GSK

To

M/s.Gurunathan Enterprises Earth Movers
(A proprietorship concern),
Rep. by its Proprietor
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DR.R.N.MANJULA, J.

GSK

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