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Appeal Suit No.233 of 2023

Dated: 24/2/2025

C O R A M

THE HONOURABLE Mr.JUSTICE N. SATHISH KUMAR

Appeal Suit No.233 of 2023
a n d
C.M.P.Nos.9621 and 9625 of 2023

B. Kalaivani ... Appellant

Vs

Sundari Balachandran ... Respondent

PRAYER : Suit filed under Section 96 of the Code of Civil Procedure against the judgment and decree dated 19/9/2022 in O.S.No.55 of 2017 on the file of Additional District Court (FTC) Arani, Tiruvannamalai District.

For petitioner	...	Mr.S.Nandhini Devi
For respondent	...	Ms.M.Ezhilarasi

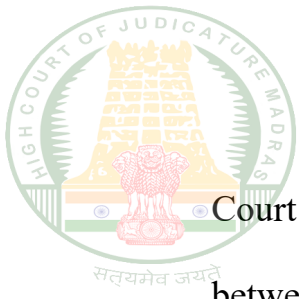
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ORDER

This Appeal Suit has been filed against the judgment and decree dated 19/9/2022 passed in O.S.No.55 of 2017 by the learned Additional District Judge (FTC) Arani, Tiruvannamalai District.

2. Heard Ms.S.Nandhini Devi, learned counsel for the appellant and Ms.M.Ezhilarasi, learned counsel for the respondent.

3. Both the appellant and the respondent were present before this



Court and unanimously submitted that a settlement has been entered into between them and they have filed a Joint Memo of Compromise, dated 24/2/2025, to that effect, wherein, the appellant has agreed to pay a sum of Rs.17,50,000/- (Rupees Seventeen lakhs and fifty thousand only) in full quit and the respondent/plaintiff has agreed to receive the said amount and the same will be paid through RTGS, by today itself, i.e., on 24/2/2025.

4. In the said Joint Memo of Compromise, it is further agreed that the respondent has no objection for return of the Registered Sale Agreement Ex.A.1, original title deed of the appellant/defendant's sale deed/Ex.A.2 and the original mortgage deed dated 18/2/2023 which are in the custody of the respondent.

5. The Joint Memo of Compromise, was duly signed by the parties and their respective counsel is taken on record.

6. In such a view of the matter, as the matter is settled out of the Court, decree and judgment granted by the learned Additional District Judge, Arni, Tiruvannamalai District, for specific performance of an agreement, dated 18/2/2013 in O.S.No.55 of 2017 stands set aside and the Appeal Suit is allowed. No costs. Consequently, connected Civil Miscellaneous Petitions

Page No:2/7



Appeal Suit No.233 of 2023

are closed.

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7. Registry is directed to send back the original records to the learned Additional District Judge, Arni, Tiruvannamalai District, within a week from today and when the appellant files a necessary application before the trial Court for return of the Registered Sale Agreement, Original title deeds and the original mortgage deed, trial Court is directed to return the same, within a period of one week, thereafter, without any further delay.

N.SATHISH KUMAR,J

mvs.

8. Registry is further directed to refund the Court fee paid on appeal Memorandum to the appellant, as per the Rules.

24/2/2025

mvs.

Index : Yes / No

Neutral Citation: Yes/No

Note: Issue today

To

The Additional District Court (FTC) Arani, Tiruvannamalai District.

Page No:3/7



WEB COPY



Appeal Suit No.233 of 2023

A.S.No.233 of 2023

A.S.No.233 of 2023

N.SATHISH KUMAR, J.

Today, this appeal suit has been listed under the caption, “for being mentioned” at the instance of the Registry citing discrepancies in the original order with the web copy of the order dated 24.02.2025 made in A.S.No.233 of 2023.

2. This Court perused the original order, web copy and the dispatched copy issued by the Registry on 25.02.2025. Web copy and the dispatched copy are intact, whereas, in the original order dated 24.02.2025 paragraph 8 was not included. Paragraph 8 of the web copy and the dispatched copy reads as “8.Registry is further directed to refund the Court fee paid on appeal Memorandum to the appellant, as per the Rules”.

3. Admittedly, with regard to paragraph 8, there is no error. Since, the matter is settled out of Court, the appellant is eligible for refund of court fee paid on appeal Memorandum, as per the Rules. As regards, in paragraph 6 of Page No:4/7

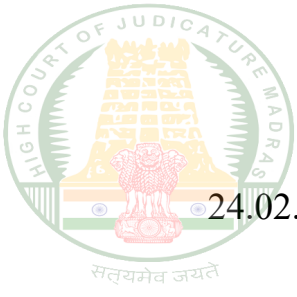


the original order, the sentence "... *Joint Memo of Compromise filed by the parties shall form part and parcel of the decree*" is found place, whereas, the same is not recorded in the web copy as well as the dispatched copy. This also does not change the very order passed by this Court, since, the Joint Memo of Compromise filed by the parties should form part and parcel of the decree.

4. Ms.S.Nandhini Devi, learned counsel for the appellant and Ms.M.Ezhilarasi, learned counsel for the respondent are present before this Court. They have also agreed to make necessary changes in the order dated 24.02.2025. Therefore, with consent of both parties, paragraph 6 of the order dated 24.02.2025 shall now read as follows:-

" 6. In such a view of the matter, as the matter is settled out of the Court, decree and judgment granted by the learned Additional District Judge, Arni, Tiruvannamalai District, for specific performance of an agreement, dated 18/2/2013 in O.S.No.55 of 2017 stands set aside and the Appeal Suit is allowed. *Joint Memo of Compromise filed by the parties shall form part and parcel of the decree.* No costs. Consequently, connected Civil Miscellaneous Petitions are closed."

5. With regard to refund of court fee paid on appeal Memorandum to the appellant, paragraph 8 shall now be included in the order dated
Page No:5/7



Appeal Suit No.233 of 2023

24.02.2025 which reads as follows:-

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"8. Registry is further directed to refund the Court fee paid on appeal Memorandum to the appellant, as per the Rules."

6. Registry is directed to carry out the abovementioned modifications and issue order copies afresh. Except the above modifications, the order dated 24.02.2025 remains intact.

09.12.2025

dhk

N.SATHISH KUMAR, J.

dhk

A.S.No.233 of 2023



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Appeal Suit No.233 of 2023