



C.S.(Comm.Div) No.660 of 2016

IN THE HIGH COURT OF JUDICATURE AT MADRAS

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DATED: 13.10.2025

CORAM:

THE HONOURABLE MR. JUSTICE N. SENTHILKUMAR

C.S. No.660 of 2016

M/s.Prosperty Homes,
rep. by its partner S.Madhavan

... Plaintiff

Versus

1.R.Bhuvaneswari

2.M.Swathi

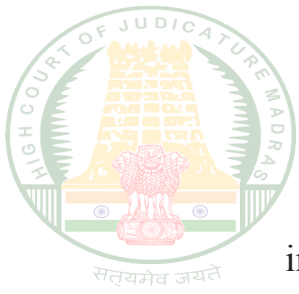
3.M.M.Sreevarshan

... Defendants

Prayer: Commercial Suit filed under Order IV Rule 1 of Original Side Rules, r/w Order VII Rule 1 of C.P.C. to grant a Judgment and Decree in favour of the plaintiff on the following terms:

a)Direct the defendants 1 & 3 to execute a sale deed in favour of the plaintiff in respect of their 2/3rd undivided share in the suit property within such time as this Court may be pleased to fix and

b)on the failure of the defendants 1 & 3 to comply with the directions of this Court, then this Court may be pleased to execute a Sale Deed on behalf of the defendants 1 & 3 and register the same in favour of the plaintiff (or)



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in the alternative if this Court decides that the plaintiff is not entitled to the relief of Specific Performance of the contract as mentioned above direct the defendants to repay the sum of Rs.1,00,00,000/- (Rupees One crore) to the plaintiff which they had received from the plaintiff as part of the sale consideration together with interest at the rate of 24% per annum from 10.04.2013 till the date of payment and

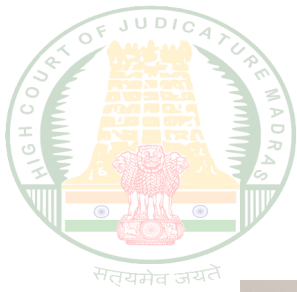
(c) direct the defendants to pay the costs of this suit to the plaintiff.

For Plaintiff : Mr.N.Manikandan

For defendants : Mr.R.Ganesh Kumar

JUDGMENT

Both the counsels have filed a Joint Memorandum of Compromise dated 25.09.2025, signed by the plaintiff and the defendants under which, the parties have agreed to settle the dispute as per the terms and conditions of the Memorandum of Compromise. The Joint Memorandum of Compromise has been signed by the respective parties and countersigned by the respective counsels. Defendants 2 and 3 are the daughter and son of the first defendant respectively. The authorised signatory of the plaintiff is also present. The presence has been identified by the respective counsels. The said Joint Memorandum of Compromise is taken on record and the same is extracted hereunder:



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IN THE HIGH COURT OF JUDICATURE AT MADRAS
(Ordinary Original Civil Jurisdiction)

C.S.No: 660 of 2016

M/s. Prosperity Homes
Represented by its Partner:
Mr. S. Madhavan,
S/o. Mr. R. Srinivasan,
New No: 20, Old No: 29, Jambulingam Street,
Nungambakkam,
Chennai – 600 035.

...Plaintiff

Vs

1. Mrs. R. Bhuvaneswari,
W/o. Late M. Murthynathan
II Floor, Vijay Balaji Foundation, "Sri Lakshmi"
No: 66-B, C.R.R. Puram Phase – I,
L & T Colony, Virugambakkam,
Chennai – 600 092.
2. Miss M. Swathi,
D/o. Late M. Murthynathan
II Floor, Vijay Balaji Foundation, "Sri Lakshmi"
No: 66-B, C.R.R. Puram Phase – I,
L & T Colony, Virugambakkam,
Chennai – 600 092.
3. Master M.M. Srevarshan,
S/o. Late M. Murthynathan
Minor, represented by his Mother and Next Friend
Mrs. Bhuvaneswari,
II Floor, Vijay Balaji Foundation, "Sri Lakshmi"
No: 66-B, C.R.R. Puram Phase – I,
L & T Colony, Virugambakkam,
Chennai – 600 092.

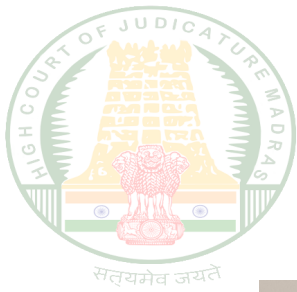
...Defendants

JOINT MEMO OF COMPROMISE

1. It is submitted that the plaintiff is a Partnership firm and it had filed the above civil suit seeking for the relief of Specific Performance of the Agreement of Sale of dated 03.10.2012 directing the defendants 1 to 3 to execute a Sale Deed in favour of the Plaintiff in respect of their 2/3rd undivided share in the suit schedule property within such time on this Hon'ble

For PROSPERITY HOMES

Partner



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Court may be pleased to fix and on failure of the defendants 1 to 3 to comply with the directions of this Hon'ble Court, then this Hon'ble Court may be pleased to execute a Sale Deed on behalf of the defendants 1 to 3 and register the same in favour of the plaintiff, in the alternative direct the first to third defendants to refund the sum of Rs.1,00,00,000/- (Rupees One Crore Only) together with interest and other consequential reliefs.

2. It is submitted that it is the case of the plaintiff herein that one Mr. Murthy Nathan, who is the husband of the 1st defendant and father of the defendants 2 & 3 herein had purchased Item No. I, II & III of the suit schedule properties vide three separate Sale deeds vide Document No. 2953 of 2001 dated 15.06.2001 in the office of SRO Tambaram, 5472 of 2004 dated 11.08.2004 in the office of SRO Tambaram and 08 of 2012 dated 02.01.2012 in the office of SRO Selaiyur.

3. It is further submitted that the total extent of lands covered under three sale deeds is about 7374 sq. ft. lying continuously. The above said Mr. Murthy Nathan during his lifetime had exchanged a minor portion of the land and thus after such exchange he was holding 7316 sq.ft. of land as the absolute owner. While being so, the above said Murthy Nathan died intestate on 10.08.2012 leaving behind the first to third defendants as his surviving legal heirs.

4. It is submitted that the defendants had entered into an Agreement for Sale dated 03.10.2012 with the plaintiff herein for purchasing the suit schedule properties, thereby, the total sale consideration of the suit schedule property was fixed at Rs. 1,50,00,000/-. It is submitted that under

For PROSPERITY HOMES
Madhava
Partner

1. [Signature]
2. [Signature]
3. [Signature]



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the said Agreement the plaintiff herein had paid a sum of Rs. 10,00,000/- as advance amount. Thereafter the plaintiff had paid a further sum of Rs.90,00,000/- (Rupees Ninety Lakhs Only) and in total, the plaintiff has paid a sum of Rs.1,00,00,000/- (Rupees One crore only) to the defendants herein, the receipt of which sum was also acknowledged by the defendants.

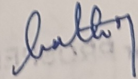
5. It is further submitted that thereafter, the 2nd defendant had executed a Sale Deed in respect of her 1/3rd undivided share of the property in the suit items I to III through separate Sale deed dated 15.05.2013 vide Document No. 5357 of 2013, in the office of SRO Selaiyur in favour of the plaintiffs herein.

6. It is submitted that in the meantime, since there arose a dispute in the completion of the Agreement for Sale, the plaintiff herein had instituted the present suit and during the pendency of the above suit, a compromise was arrived at between the plaintiff and the defendants the terms of the compromise are written down amongst them.

7. It is submitted that accordingly in view of the compromise, the defendants offered to pay a sum of Rs.63,00,000/- (Rupees Sixty Three Lakhs only) to the plaintiff towards full and final settlement in respect of the present suit claim, further upon receipt of the said amount the plaintiff agrees and undertakes to give up the claim of seeking Specific Performance of the Agreement for Sale dated 03.10.2012, and also the alternate prayer of seeking Rs.1,00,00,000/- from the defendants.

For PROSPERITY HOMES

 Partner





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8. It is submitted that as after mutual understanding the plaintiff had received a sum of 63,00,000/- (Rupees Sixty Three Lakhs Only). The plaintiff shall give up the claim and also come forward to relinquish their title and right over 1/3rd UDS of the suit property, which was conveyed to them through the registered Sale deed dated 15.05.2013 vide Document No. 5357 of 2013, in the office of SRO Selaiyur executed by the 2nd defendant on the terms and conditions mentioned below.

TERMS OF COMPROMISE ENTERED INTO BETWEEN THE PLAINTIFF AND DEFENDANTS:-

A. It is mutually agreed that the plaintiff shall give up the claim of Specific Performance of the Agreement for Sale dated 03.10.2012, along with the claim of alternate prayer of seeking Rs.1,00,00,000/- from the defendants further the plaintiff's also agree to relinquish their title and right over the 1/3rd Undivided share over the suit schedule property which was conveyed to them through a registered Sale deed dated 15.05.2013, and the vide Document No. 5357 of 2013, in the office of SRO Selaiyur executed by the 2nd defendant, herein. Further the plaintiff herein undertakes/assures that the plaintiff does not/shall not have any further claim over the suit items I to III properties or against the defendants herein.

B. It is mutually agreed that the plaintiff in lieu of giving up the claim as identified in term/clause "A" has consented for taking a sum of Rs. 63,00,000/- (Rupees Sixty Three Lakhs only) towards full and final settlement, thereby the plaintiff if agrees to quit their entire claim of suit relief from the defendants herein and the plaintiff undertakes to give up all further/future claims against the defendants herein.

For PROSPERITY HOMES

[Signature]
Partner

[Signature]
3. *[Signature]*



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C. The payment of Rs.63,00,000/- (Rupees Sixty Three Lakhs only) is paid by the first defendant for herself, as well as for the other defendants, to the plaintiff at the time of recording this joint compromise before this Hon'ble Court by way of demand drafts as follows: 1. DD dated 21.07.2025 vide DD.No."316716" drawn from State Bank of India Chinmaya Nagar Branch for a sum of Rs.5,00,000/- in the name of one of the partner of plaintiff firm namely "Mr.S.Madhavan". 2. DD dated 20.08.2025 vide DD.No. "316782" drawn from State Bank of India Chinmaya Nagar Branch for a sum of Rs.58,00,000/- in the name of one of the partner of plaintiff firm namely "Mr.S.Madhavan". The Demand Drafts are drawn in the name of the partner Mr. S. Madhavan as per his instructions. Further Mr. S. Madhavan hereby undertakes to indemnify the defendants in respect of Rs. 63,00,000/- in the event of any claim by the plaintiff firm.

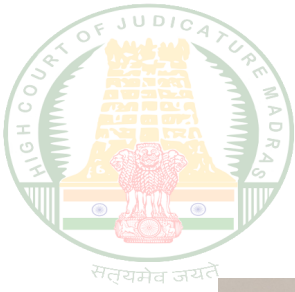
9. It is submitted that, the plaintiff on receipt of the above payment the plaintiff shall relinquish all their rights over the suit property as above mentioned in clause No.A, further if required the plaintiff also agrees to execute the cancellation of Sale deed dated 15.05.2013 vide Document No. 5357 of 2013, in the office of SRO Selaiyur executed by the 2nd defendant, and the defendants agreed to bear the cost of registration incurred for cancellation of sale deed.

10. It is further submitted that in the event of difficulty arising in re-conveyance of the said property before the office of Sub Registrar, the plaintiff herein undertakes to extend their fullest cooperation to the defendants, to get

For PROSPERITY HOMES

S. Madhavan
Partner

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the sale deed dated 15.05.2013 vide document No. 5357 of 2013 in the office of SRO Selaiyur declared as null and void or any other appropriate decree sought for by them before the appropriate civil court.

11. It is submitted that the plaintiff assures that upon execution of this joint compromise memo the sale deed dated 15.05.2013 vide Doc No. 5357 of 2013 in the office of the SRO Selaiyur becomes unenforceable and shall not confer any right or title on the plaintiff firm.

12. It is submitted that at the time of institution of the present suit the third defendant was minor and he was therefore duly represented by his mother/natural guardian namely Bhuvaneshwari/first defendant herein. It is further submitted that during the pendency of the present suit the third defendant had attained the age of majority and therefore the third defendant herein had entrusted a separate Vakalath in his own name, however since the case is being compromised, the third defendant being a competent person having attained the age of majority is affixing his signature in this Memorandum of Compromise for and on behalf of himself, otherwise there is no conflict of interest for the third defendant with the other defendants.

13. It is mutually agreed that the plaintiff and the defendants shall not have any future claims as against each other than the one mentioned in the present joint memo of compromise.

For PROSPERITY HOMES

[Signature]
Partner

1. *[Signature]*

2. *[Signature]*

3. *[Signature]*



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It is prayed that this Hon'ble Court may be pleased to record this Joint Compromise Memo filed by both parties in C.S.No: 660 of 2016, and pass final decree and judgement based upon the Joint compromise memo and terms and conditions mentioned above, for the proper ends of justice.

Dated at TOKYO on this the 25th day of September 2025

- 1.
- 2.
- 3.

For PROSPERITY HOMES

Partner

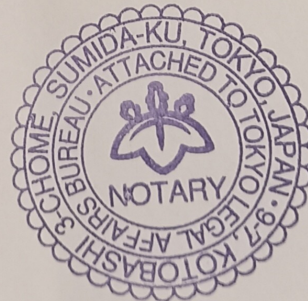
PLAINTIFF

COUNSEL FOR PLAINTIFF

DEFENDANTS

COUNSEL FOR DEFENDANTS

Takeda Norijumi





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N. SENTHILKUMAR, J.

vga

2.This suit is decreed in terms of the Joint Memorandum of Compromise, which shall form part of this judgment. No costs. The plaintiff is entitled for the court fee as per the existing rules.

13.10.2025

vga

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