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CS NO. 668 of 20



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 11-08-2025

CORAM

THE HONOURABLE MR JUSTICE C.V. KARTHIKEYAN

CS NO. 668 of 2016

Ranvir R.Shah
Son of Ranjit P.Shah No.21, South Mada Street,
Saidapet, Chennai-600015.

Plaintiff(s)

Vs

1. M.Parthasarathy
S/o.Late S.Munuswami No.2, Padmanabhan Street,
T.Nagar, Chennai-600017.

2. M.Anandaraj
S/o.Late S.Munuswami
No.2, Padmanabhan Street, T.Nagar, Chennai-600017.

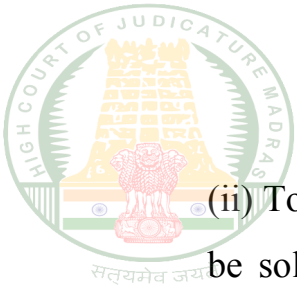
3. M.Ravi
S/o.Late S.Munuswami No.2, Padmanabhan Street,
T.Nagar, Chennai-600017.

4. M.Manikandan
S/o.Late S.Munuswami No.2, Padmanabhan Street,
T.Nagar, Chennai-600017.

Defendant(s)

PRAYER : Complaint filed under Order XXXVII Rule 2 of the O.S.Rules r/w.
Order XXXIV Rule 5 of C.P.C.,

(i) To direct the defendants to pay to the plaintiff a sum of Rs.5,44,64,795/-
together with interest at 12% per annum on Rs.4,50,00,000/- from the date
of complaint till the date of realization or in default,



(ii) To direct the mortgage property described in the schedule to the plaint to be sold and the proceeds after defraying thereof the expenses of the sale applied in and towards the payment of the amounts of the said principal and interest and costs.

(iii) To direct the defendants if such proceeds shall not be sufficient for the payment in full of such amount, to pay to the plaintiff the amount of the deficiency with interest at 12% per annum until realization.

(iv) To give all proper directions for that purpose and accounts taken by this Court.

(v) To direct the defendants to pay to the plaintiff the costs of the suit.

For Plaintiff(s):

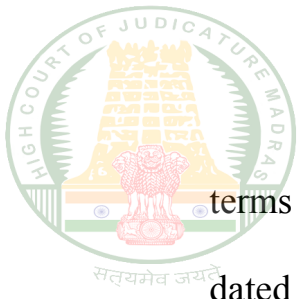
Ms.P.V.Rajeswari, for
M/s.K.Thangarasu

For Defendant(s):

M/s.M.Rajan

JUDGMENT

The suit had been referred to the Mediation and Conciliation Centre attached to this Court to examine whether there could be a possibility of agreement being reached among the parties. A report had been received from the Mediation and Conciliation Centre dated 01.07.2025 in Mediation File No.292/2025, whereby, the parties had agreed to settle the issue. The



terms thereof had been reduced into writing in a joint memo of compromise

dated 30.06.2025. The terms are as follows:

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"2. The case was referred for mediation and during the course of effective mediation conducted by Mediator Mrs. Adhilakshmi Logamurthy, on various dates, the Parties to the above suit have arrived at a Settlement, the terms of which are set out hereunder:-

(a) The plaintiff agrees to receive a sum of Rs.4,00,00,000/- (Rupees Four Crores only) as full and final settlement of his claim made against the defendants in the suit in C.S.No.668 of 2016 pending on the file of the Hon'ble High Court, Madras.

(b) The defendants agree to pay and do hereby pay the said sum of Rs.4,00,00,000/- (Rupees Four Crores) to the Plaintiff by way of the following six different Demand Drafts,

(1) DD.No.542218, Date 09.06.25, Bank: Indus Ind Bank, Amount: Rs.50,00,000/-(Rupees Fifty Lakhs Only)

(2) DD.No.542219 Date: 10.06.25, Bank: Indus Ind Bank, Amount: Rs.50,00,000/-(Rupees Fifty Lakhs Only)

(3)DD.No.976101 Date: 13.06.25, Bank South Indian Bank Amount Rs.70,00,000/-(Rupees Seventy Lakhs Only).and

(4) DD.No. 976097 Date:10.06.25, Bank: South Indian Bank Amount Rs.30,00,000/-(Rupees Thirty Lakhs Only)



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(5) DD.No. 861089 Date: 10.06.25, Bank: Kotak Mahindra Bank, Amount Rs.1,00,00,000/-(Rupees One Crore Only)

(6) DD.No. 861091 Date:16.06.25, Bank: Kotak Mahindra Bank, Amount Rs.1,00,00,000/-(Rupees One Crore Only)

on the day of signing this Memo of Compromise before the Mediator at the Mediation Centre of the Hon'ble High Court, Madras, and the Plaintiff do hereby acknowledge the receipt of the above said Six Demand Drafts as FULL AND FINAL SETTLEMENT of his claim made against the defendants in C.S.No.668 of 2016 and has also issued a separate Receipt to the Defendants acknowledging the receipt of the said sum as full and final Settlement of the Mortgage money as under the Mortgage Deed dated 05.05.2015 registered as Document No. 1119/2015 on the file of the SRO. T.Nagar.

(c) The plaintiff and the defendants agree to get this Memo of Compromise recorded in [C.S.No. 668 of 2016](#) and pray for passing a decree in terms thereof.

(d) The Plaintiff hereby agrees to take necessary steps for getting return of the Original Title Documents of the Property of the defendants which is under mortgage with the Plaintiff under a Mortgage Deed dated 05.05.2015 registered as Document No. 1119/2015 on the file of the SRO. T.Nagar.

(e) The Plaintiff agrees to get the Receipt registered at the SRO, T.Nagar and cancel the



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Deed of Mortgage by deposit of Title Deeds which the defendants have executed in favour of the plaintiff on 05.05.2015 registered as Document No. 1119/2015 on the file of the SRO. T.Nagar.

(f) The Plaintiff agrees and undertakes not to make any further claim against the defendants in respect of his claim made against the defendants in the suit in C.S.No.668 of 2016 on the file of the Hon'ble High Court, Madras and do hereby discharge the defendants of all the liabilities against him as claimed in C.S.No.668 of 2016 on the file of the Hon'ble High Court, Madras.

3. The Plaintiff and the defendants are signing seven copies of this Memo of Compromise, one each to be retained by the Plaintiff and the defendants, the sixth one to be submitted for the Mediation File and the seventh to be filed before the Hon'ble High Court, Madras to pray for a decree in terms thereof.

Dated at CHENNAI on this the 30th day of June 2025."

This memo has been signed by the plaintiff and the defendants and also by the learned counsels for the plaintiff and the defendants. The suit came up for consideration again on 09.07.2025, wherein, the memo of compromise was examined by this Court. It had also been observed that the defendants have paid a sum of Rs.4,00,00,000/- towards discharge of mortgage in entirety. The cancellation of the mortgage deed had also been



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registered by the plaintiff and that had been recorded in the hearing dated 07.08.2025. It had been registered as Document No.2248 of 2025, in the Sub-Registrar Office, T.Nagar dated 30.07.2025.

A memo has been filed by the learned counsel for the plaintiff stating that consequent to the registration of the cancellation deed, the documents which has been marked as Exs.P4 to P10 and Exs.P13 to P18 may be returned back to the plaintiff. These are the documents relating to the property which had been mortgaged. The learned counsel for the plaintiff had stated that those documents would be substituted by the attested true copies.

The aforementioned memos stand recorded. The learned counsel for the plaintiff had filed another memo seeking refund of the Court Fee in accordance with the rules, since the matter has been settled during the course of mediation. The said memo is also recorded.

The suit is decreed in terms of the joint memo of compromise dated 30.06.2025. The joint memo of compromise to be part of the decree. The



Registry is directed to return the aforementioned documents by substituting

it by the attested true copies. The plaintiff is entitled to the re-fund of the

Court Fee in accordance with the rules. No costs.

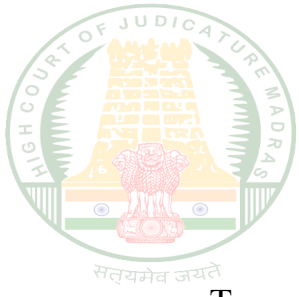
11-08-2025

Index : Yes / No

Internet : Yes

Neutral Citation : Yes / No

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C.V.KARTHIKEYAN, J.

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To

1. M.Parthasarathy
S/o.Late S.Munuswami
No.2, Padmanabhan Street,
T.Nagar, Chennai-600017.

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