



A.S.No. 884 of 2020

IN THE HIGH COURT OF JUDICATURE AT MADRAS

WEB COPY

DATED: 09.06.2025

CORAM

THE HON'BLE MR.JUSTICE R.SAKTHIVEL

A.S.No. 884 of 2020
and
C.M.P.No. 10609 of 2020

Venkatesan

.. Appellant

Versus

1.Sagadevan
2.Vijaya

.. Respondents

Prayer: Appeal Suit filed under Section 96, Read With Order XLV Rule 1 of the Civil Procedure Code, prays to set aside the Judgment and Decree passed in O.S.No. 48 of 2017 on the file of the Fast Track Mahila Court, Thiruvannamalai, dated March 10, 2020.

For Appellant : Mr.K. Balaji
For Respondent-1 : Mr.P. Rajarajan
For Respondent-2 : No Appearance



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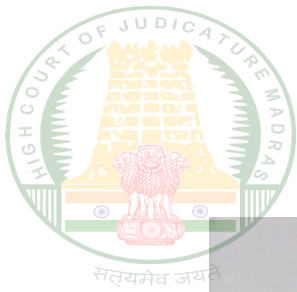


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JUDGMENT

Mr.K.Balaji, learned Counsel for the appellant and Mr. P.Rajarajan, learned Counsel for the first respondent are before this Court.

2. Both sides filed a Joint Memorandum of Compromise, dated 09.06.2025 signed by both the parties with their respective Counsels. Contents of the Joint Memorandum of Compromise has been read over and explained to both the parties. Both the parties agreed the contents of the Joint Memorandum of Compromise. Hence, the Joint Memorandum of Compromise is recorded. A scanned reproduction of the same is as follows:-



A.S.No. 884 of 2020

IN THE HIGH COURT OF JUDICATURE AT MADRAS

A.S.NO: 884 OF 2020

Against

O.S.No.48 of 2017

(on the File of the Learned Fast Track Mahila Court,
Thiruvannamalai)

(O.S.No.36 of 2007 on the File of the Hon'ble District Court,
Thiruvannamalai)

Mr.Venkatesan,
S/o.Ganesan,
No.66/16, Muthalamman Koil Street,
Kilnathur Village,
Thiruvannamalai Town, Taluk & District.

...Appellant/1st Defendant

-Vs-

1. Mr.Sagadevan,
S/o.Gopal Gounder,
Muniyandal Chatram Village,
Inamkariyandal Post,
Thiruvannamalai Taluk & District.

...1st Respondent/Plaintiff

2. Mrs.Vijaya,
W/o.Ganesan,
No.66/16, Muthalamman Koil Street,
Kilnathur Village,
Thiruvannamalai Town, Taluk & District.

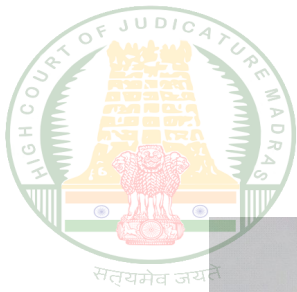
...2nd Respondents/2nd Defendant

MEMO OF COMPROMISE BETWEEN APPELLANT AND
1st RESPONDENT

The 1st Defendant is the Appellant herein, the 2nd respondent herein is the mother of the Appellant and the 1st respondent herein is the Plaintiff, he filed a suit in O.S.No.36 of 2007 (O.S.No.48 of 2017) for the relief of Specific Performance of the Agreement dated 31.10.2006. The Learned Fast Track Mahila Judge of Tiruvannamalai has passed Decree as prayed for and directed the plaitnff to deposit the balance sale consideration of Rs.17,84,000/-

G. Venkatesan

C. A. Nagarajan



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by the Judgement and Decree dated 10.03.2020. As against the Judgement and Decree, the 1st Defendant/Appellant herein filed the above First Appeal before this Honorable Court and the same is pending. Now with the intervention of family friends and well-wishers both the appellant and the 1st respondent herein have compromise the issue amicably and they have decided to reduce, in writing the terms governing this Memorandum of Compromise.

NOW THIS DEED OF MEMORANDUM OF COMPROMISE WITNESSETH:

1. Both the 1st defendant/appellant and the plaintiff/1st respondent herein agree to settle the issue for a value of Rs. 7,00,000/- and the 1st defendant/appellant has paid the said amount of Rs. 7,00,000/- on 04.06.2020 to the plaintiff/1st respondent herein and he acknowledge the receipt of the same.

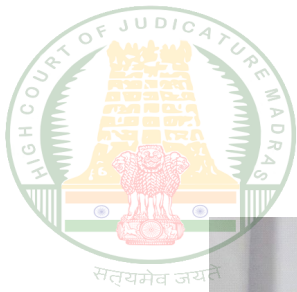
2. The plaintiff/1st respondent hereby agree to go-by the Judgement and Decree passed in O.S.No.36 of 2007 (O.S.No.48 of 2017) by the Learned Fast Track Mahila Judge of Tiruvannamalai dated 10.03.2020.

3. The plaintiff/1st respondent herein agree to withdraw the deposited amount of Rs.17,84,000/- on the file of The Learned Fast Track Mahila Court of Tiruvannamalai. The 1st defendant/Appellant herein has no objection for the said withdrawl from the FTC Mahila court.

4. The Parties hereby agree and assure that there shall not be any further claim against each other anymore with reference to the Agreement for Sale dated 31.10.2006 and the Judgment and Decree dated 10.02.2020.

G. Vengal

G. Vengal



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5. The Parties agree that they shall bear their own respective costs in the suit and the appeal.

6. The Parties state that the above arrangements is on their full consent, in order to settle the issue amicably and also they have assured that they will bind on the above compromise memo and they will not precipitate the issue.

It is therefore prayed that this Hon'ble Court may be pleased to record the Memorandum of Compromise in the A.S.No.884 of 2020 on the file of this Hon'ble Court and to dismiss the suit by setting aside the Judgement and Decree passed in O.S.No.36 of 2007 (O.S.No.48 of 2017) dated 31.10.2006 by the Learned Fast Track Mahila Judge of Tiruvannamalai dated 10.03.2020 and pass such further or other orders may be deem fit and proper and thus render justice.

Dated at Chennai on this the day of June 2025.

G. Venkatesh
APPELLANT

C. Anand
1st RESPONDENT

L. J. Jeyaraj
COUNSEL FOR THE APPELLANT

P. Rajan
(E.No. 1704/2003)
9/6/2025
COUNSEL FOR THE 1st RESPONDENT

G. Visaya
2nd Respondent

C
The Court fee paid in the Appeal Suit may be returned.
G. Venkatesh (Appellant)

C. Anand
(R1)

G. Visaya (R2)



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4. The Joint Memorandum of Compromise dated 09.06.2025 shall form part of this judgment. In view of the Joint Memorandum of Compromise, the Appeal Suit is disposed of. No costs. Consequently, connected W.M.P.No. 10609 of 2020 is closed.

5. The appellant is entitled to refund of the Court Fee paid by him in the appeal in view of the Hon'ble Supreme Court Judgment in **High Court of Judicature at Madras, represented by its Registrar General v. M.C.Subramaniam and Others**, reported in **(2021) 3 SCC 560**. Registry is directed to refund the Court fee paid by the appellant in this Appeal Suit.

09.06.2025

MSM

To

The Fast Track Mahila Court,
Thiruvannamalai.

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