



S.A. No.469 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 04.11.2025

CORAM

THE HONOURABLE MRS.JUSTICE K.GOVINDARAJAN THILAKAVADI

S.A. No.469 of 2025 and

C.M.P. No.15385 of 2025

N. Swami

...Appellant

Vs.

1. Parimalam

2. Arulmozhi

3. Revathi

4. Ananthan @ Kandasamy

5. Mani @ Kandasamy

...Respondents

Prayer: This Second Appeal is filed under Section 100 of the code of Civil Procedure, against the judgment and decree dated 28.10.2024 made in A.S. No.46 of 2020 passed by the learned II Additional District Judge, Thiruchengode, confirming the judgment and decree dated 16.12.2019 made in O.S. No.89 of 2008 passed by the learned Subordinate Judge, Thiruchengode.



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For Appellant : Mr. R. Vivekanandan

For Respondents : Mr. Dayalu Suresh Kumar for R1 to R4
R5 - Unclaimed

JUDGMENT

This Second Appeal is filed against the judgment and decree dated 28.10.2024 made in A.S. No.46 of 2020 passed by the learned II Additional District Judge, Tiruchengode, confirming the judgment and decree dated 16.12.2019 made in O.S. No.89 of 2008 passed by the learned Subordinate Judge, Tiruchengode.

2. With the consent of both the parties the matter was referred to the Mediation and Conciliation Centre, Tiruchengode, for arriving at an amicable settlement between the parties. Accordingly settlement was arrived at between the parties and a Mediation Report of the Chairman / II Additional District Judge, Taluk Mediation Sub Centre, Tiruchengode, in D.No.1610/2025 dated 16.10.2025 along with the Memorandum of



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Compromise dated 10.10.2025 entered into between the parties, duly signed by both the appellant / plaintiff and the 4th respondent / 11th defendant and their counsels, is filed and the same is recorded. In the report, it is stated that though the matter was settled and settlement was arrived, the same could not be recorded since the 5th respondent had not appeared before the Mediation and Conciliation Centre and that it was informed by the counsel for the respondents 1 to 4 that the 5th respondent Mani @ Kandasamy remained *ex parte* in A.S. No.46/2020.

3. When the matter is taken up for hearing today, the learned counsel for the appellant filed a memo dated 22.10.2025 stating the matter has been settled before the Mediation and Conciliation Centre, Tiruchengode, along with a copy of the Memorandum of Compromise dated 10.10.2025 entered into between the parties. The said memo is recorded and the Memorandum of Compromise dated 10.10.2025 entered into between the parties is scanned hereunder:



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IN THE COURT OF THE SUB-JUDGE, TIRUCHENGODE

O.S.No. 89 /2008

N. Swami

Plaintiff

/vs/

1. R. Palanisamy (died)
2. The Superintendent of
Post Office, Namakkal
3. Thangavel (died)
4. Nallammal
5. Thangammal (died)
6. Ponnammal
7. Sadasivam (Died)
8. Parimalam
9. Arulmozhi
10. Revathi
11. Ananthan

Defendants

MEMO OF COMPROMISE FILED BY BOTH PARTIES

The plaintiff filed a suit in O.S.No. 89 /2008 on the file of this Honourable Court, Tiruchengode for the relief of specific performance on the basis of registered sale agreement deed dated 25-05-1987 under document No. 447/1987 on the file of Mallasamudiram, Registrar Office, Mallasamudiram, Tiruchengode Taluk, Namakkal. After full fledged trial, this Honourable Court was pleased to pass a decree on 16-12-2019 partly allowed i.e. to

Plaintiff

Defendant

Counsel for Plaintiff

Counsel for Defendants 8 to 11



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return the advance amount of Rs.1,30,000/- along with interest @ 9% per annum from the date of the suit and interest @ 6% per annum till the date of realization by defendants 8 to 11 and partly dismissed i.e. the suit for specific performance.

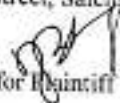
Being aggrieved by the said decree and judgement, the plaintiff filed the appeal in A.S.No.46/2020 on the file of Hon'ble II-Additional District Judge, Tiruchengode and the first appellate Court was pleased to confirm the lower court decree on 28-10-2024.

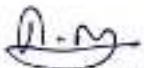
Subsequently, the plaintiff filed second appeal before the Honourable High Court of Madras against the said first appellate Court decree and judgement in S.A.No.469/2025. In which, the parties have entered into appearance through their advocates and submitted that there is a possibility of amicable settlement between the parties. The Hon'ble High Court of Madras is hereby ordered on 24-09-2025 to parties to appear before the Mediation and Conciliation Centre, Tiruchengode dated: 10-10-2025 and submit report before the Honourable High Court, Madras dated: 25-10-2025.

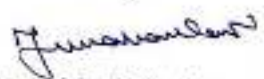
TERMS AND CONDITIONS OF COMPROMISE

1. The plaintiff had received a sum of Rs.29,00,000/- (Rupees twenty nine lakhs only) by way of demand draft No.501932 drawn on ICICI Bank, Agraharam Street, Salem from


Plaintiff


Counsel for Plaintiff


11th Defendant


Counsel for Defendants 8 to 11



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the 11th Defendant on behalf of other defendants ~~4~~ 8 to 10 for the advance amount along with interest and cost and full and final settlement with respect of his claim as per the memo of compromise. The plaintiff is satisfying the decree and filed this memo of compromise.

2. The plaintiff is hereby undertake to cancel the said registered sale agreement deed dated:25-05-1987 under document No. 447/1987 on the file of Mallasamudiram, Registrar Office, Mallasamudiram, Tiruchengode Taluk, Namakkal within short time on the cost of 11th defendant.

3. The plaintiff is not taking any legal action with respect of under mentioned suit properties hereinafter, since he has no any right over the same.

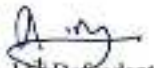
4. Both parties are jointly filed this memo of compromise.

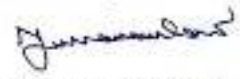
DESCRIPTION OF PROPERTIES

சேலம் டி, நாமக்கல் ரிடி, மல்லசமுத்திரம் சட்ட, மல்லசமுத்திரம் திட்டுசும கிராமத்தில் ச.பெ.ப.34/38, பத்திரை டீக்கர் 1:20க்குத் திரிவை ரூ.250 இல் பழனிசாமி வசையுள்ள நிலத்திற்கும், கருப்பண்ணை மேலத்திரி நிலத்திற்கும் பாய்டர் தரிசுவலை நிலத்திற்கும் (மேற்கு), பழனிசாமி வசையுள்ள நிலத்திற்கும் (தெற்கு) சிடிமேல் விதிற்கும் (வடக்கு), கு.அ.மு.ரா.ப.ப.ப. முதுலிபார் வசையுள்ள


Plaintiff


Counsel for Plaintiff


11th Defendant


Counsel for Defendants 8 to 11



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நிலத்திற்கும் (தொகுதி), இதில் மத்தியில் 0.04 சென்ட் நிலம் கீதற்கு
சதுர அடி 1744 இதில் கீழ்க்கண்ட 36 தொண்டுகள் 30 அடி 1080
சதுரஅடிக்கு 108 சதுர மீட்டர் அளவில் வளர் 8 வருடங்களுக்கு முன்
செங்கல்லாடும் சிமெண்ட் பூச்சாணம் பூசிக் கூட்டப்பட்ட கீதற்கு
பார்த்த மதுராஸ் தான்ஸ் கூட்டம் 1 பூராவும் கதவு நிலவு ஐதரகன் 8
பூராவும். விநெயர்/ஏ வெற்படி தான்ஸ் கூட்டத்திற்கு சம்மந்தப்பட்ட
அடி நிலம் முன் வாசல் பின்வாசல் தளக்கடை, பிழக்கடை சகிதும்
பூராவும். கீதற்குண்டான தடம் செலம் 10 திருச்செங்கோடு ரோட்டில்
கீதற்கு கீதற்கு நிலத்திற்கு கீதற்கில் உள்ள உம்முண்டை நிலத்தில்
வென்வடலாக 30 அடி அகல தடம் விட எழுது கூச்சிக்காருக்கு நீர்
சம்மதம் தொலித்துள்ளீர்.

Plaintiff

11th Defendant

Thiruchengode
10-10-2025

Counsel for Plaintiff

Counsel for Defendants 8 to 11



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4. The Second Appeal in S.A. No.469 of 2025 is disposed of in accordance with the memorandum of compromise arrived at between the parties in the Mediation and Conciliation Centre, Tiruchengode. The memorandum of compromise shall form part and parcel of the decree in S.A.No.469 of 2025. No costs. Consequently, connected civil miscellaneous petition is closed.

5.The Court fee shall be refunded to the appellant as per rules.

04.11.2025

bga

Internet:Yes/No

Index:Yes/No

Speaking/Non-speaking order

To

1. The II Additional District Judge, Thiruchengode.

2. The Subordinate Judge, Thiruchengode.

3. The Section Officer,

VR Section, High Court, Madras.

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K.GOVINDARAJAN THILAKAVADI, J.

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S.A. No.469 of 2025 and

C.M.P. No.15385 of 2025

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