



CRP No. 2986 of 2024



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 28-04-2025

WEB COPY

CORAM

THE HONOURABLE MR JUSTICE A.D.JAGADISH CHANDIRA

CRP No. 2986 of 2024

and

CMP No.15974 of 2024

R. Duraivelu

Petitioner

Vs

M/s. A.Y. Bhavani Proprietrix

M/s Vadivudai Amman Enterprises,

Rep. by Power Agent, V.J.Vijayakumar,

S/o. V.L.Jagadeesan,

Res. at No. 37, Shanthi Nagar, 5th Street,

Vysarpadi, Chennai 600 039.

Respondent

Prayer :

Petition filed under Section 115 of Civil Procedure Code, 1908, to set aside the fair and decreetal order dated 04.06.2024 made in E.P.No.214 of 2022 passed by the learned IV Additional District and Sessions Judge, Thiruvallur at Ponneri and allow this Civil Revision Petition.

For Petitioner(s): V. Vignesh

For Respondent(s): M/s. K. Bijai Sundar
Dr. R. Sunitha Sundar
Rm.Meenakshi Sundaram
For Sole Respondent

**ORDER**

WEB COPY

This Civil Revision Petition is restored by order dated 28.04.2025 in C.M.P.No.5969 of 2025.

2. The learned counsel for the petitioner that this matter has been settled between the parties by way of a Memo of Compromise dated 28.04.2025. The respondent had also agreed to receive the due amount payable by the petitioner in three installments. Further, he submits that the petitioner undertakes that the post-dated cheques will be honored without any default. Thereby, he prayed that the revision may be disposed based on the terms of the Memo of Compromise.

3. The learned counsel appearing for the respondent submits that the respondent/decreed holder acknowledges the receipt of the post-dated cheques from the petitioner as full and final settlement subject to honouring of cheques, and that this case may be disposed of on the terms of joint compromise memo.



WEB COPY

4. Heard the learned counsel for the petitioner and the learned counsel appearing for the respondent and perused the materials available on record.

5. The said Memo of Compromise dated 28.04.2025, is taken on record, and the same is extracted hereunder:-

IN THE HIGH COURT OF JUDICATURE AT MADRAS
(CIVIL APPELLATE JURISDICTION)

C.R.P (N.P.D) No. 2986 of 2024
against
E.P. No. 214 of 2022
(On the file of the Learned IV Additional District and Sessions Judge, Thiruvallur at Ponneri)
against
Original Suit No.5846 of 2018
(On the file of the Learned XVI Additional City Civil and Sessions Judge, at Chennai)

R. Duraivelu
No.160, Bharathiar Street,
Madhavaram,
Chennai – 600 060
....Petitioner / Judgement Debtor / Defendant

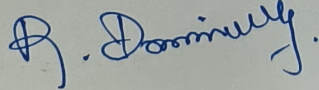
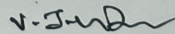
Vs

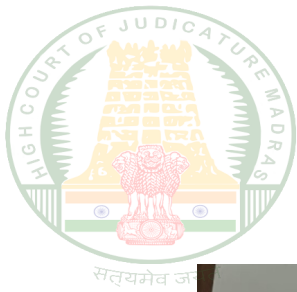
Ms. A.Y Bhavani, Proprietrix
M/s. Vadivudai Amman Enterprises,
Represented by Power Agent
V.J. Vijaykumar
No.37, Shanti Nagar,
5th Street, Vysarpad,
Chennai – 600 039
.....Respondent/ Decree Holder / Plaintiff

MEMO OF COMPROMISE ENTERED INTO BETWEEN PARTIES HEREIN

This memo of compromise is entered into between the parties herein on the following terms and conditions:

1. The Judgement Debtor has agreed to pay a sum of Rs.6,75,000/- as full and final settlement by issuance of the following postdated cheques:
 - a. By a cheque dated 15.05.2025 bearing No.316604 drawn on ICICI Bank Padiyanallur Branch, Chennai – 600 052 in favor of the decree holder for a sum of Rs.2,25,000/-
 - b. By a cheque dated 15.07.2025 bearing No.316605 drawn on ICICI Bank Padiyanallur Branch, Chennai – 600 052 in favor of the decree holder for a sum of Rs.2,25,000/-

 **For VADIVUDAI AMMAN ENTERPRIZES**

POA

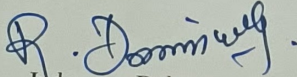


WEB COPY

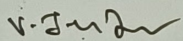
-2-

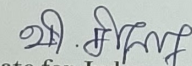
- c. By a cheque dated 15.09.2025 bearing No.316606 drawn on ICICI Bank Padiyanallur Branch, Chennai - 600 052 in favor of the decree holder for a sum of Rs.2,25,000/-
2. In the event of any one of the cheques getting dishonored for any reason of whatsoever nature or in the event of the aforesaid Rs.6,75,000/- is not paid within 15.09.2025, the Decree Holder is entitled to claim the entire amount in accordance with the decree passed in O.S. No.5846 of 2018 on the file of the XVI Additional City Civil Court and Sessions Court at Chennai, together with further interest and costs in accordance with the judgement and decree passed in the aforesaid suit.
3. Till 15.09.2025, the above E.P. will be adjourned and kept pending and after the expiry of the said period, in the event of any breach of the aforesaid conditions, the Decree Holder / Respondent will be entitled to pursue the E.P. in accordance with law, without any further indulgence being given to the Judgement Debtor.
4. On the payment of Rs.6,75,000/- on or before 15.07.2025, the Decree Holder / Respondent will enter full satisfaction of the decretal amount and the E.P. will be terminated.

Dated at Chennai this the 28th Day of April 2025

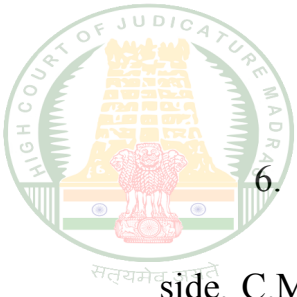

Judgment Debtor

VADIVUDAI AMMAN ENTERPRIZESS


Decree Holder POA


Advocate for Judgment Debtor


Advocate for Decree Holder



WEB COPY

6. Considering the submissions made by the learned counsel on either side, C.M.P. No.5969 of 2025 filed to set aside the order of dismissal for non-prosecution made in the above Civil Revision Petition is restored by order dated 28.04.2025, and based on the compromise memo dated 28.04.2025 filed before this Court, this Court is inclined to dispose of the Civil Revision Petition.

7. In view of the above, this Civil Revision Petition shall stands disposed of. Consequently, the connected miscellaneous petition is also closed. No costs.

8. The Memo of Compromise filed by the parties shall form part of the Court records. It is made clear that if the post-dated cheques are not honoured, the petitioner will be liable for contempt.

28-04-2025
(2/2)

Index: Yes/No
Speaking/Non-speaking order
Internet: Yes
Neutral Citation: Yes/No

klt



WEB COPY

CRP No. 2986 of 2024



A.D.JAGADISH CHANDIRA J.

klt

**CRP No. 2986 of 2024
and
CMP No.15974 of 2024**

**28-04-2025
(2/2)**