



A.S.No.895 of 2025

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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 10-10-2025

CORAM

THE HONOURABLE MR.JUSTICE P.B. BALAJI

A.S.No.895 of 2025 and CMP No.21871 of 2025

M/s Rakindo Kovai Township Ltd.,
Rep by its CEO, Karthik Subramanian,
No.1014/2,3, VLB Janakiyammal Engineering College Road,
Kovaipudur, Coimbatore-641 042.
(Cause Title accepted vide Court Order dated
30.07.2025 made in CMP No.18196 of 2025 in
A.S.SR No.97440 of 2025)

.... Appellant

VS

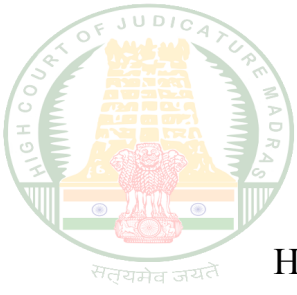
1.Vishnu Nivethan
2.K.B.Sivasurya
3.K.P.Balakrishnan

... Respondents

Appeal filed under Section 96 read with Order 41 Rule 1 of Civil Procedure Code against the judgment and decree dated 04.04.2025 passed by the learned I Additional District Judge, Coimbatore in O.S.No.164 of 2008.

For Appellant : Mr.M.K.Elangovan
For Respondents : Mr.A.Saravanan
For RR.1 and 2
R.3 – Not ready in notice

JUDGMENT



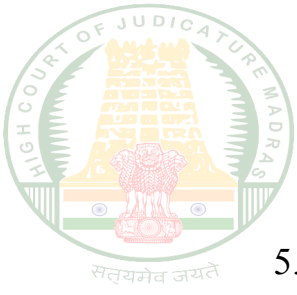
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Heard the learned counsel for the appellant and the learned counsel for the respondents.

2. The appeal suit has been filed by the defendant in O.S.No.164 of 2008, challenging the decree passed in the said suit. Pending appeal, the appellant and the respondents 1 and 2 have amicably resolved their disputes and arrived at settlement.

3. The terms of settlement is also reduced to writing, in and by a compromise dated 07.10.2025. The authorised representative of the appellant Company has represented the appellant and executed the compromise memo.

4. The Resolution of the Board of Directors of the appellant Company dated 02.09.2024 is also produced to evidence the legal authority of the representative to enter into the compromise on behalf of the appellant company and bind the appellant company. Such authorised representative is present in person and the respondents 1 and 2 are also present in person today and all the parties affirmed the compromise reached between themselves.

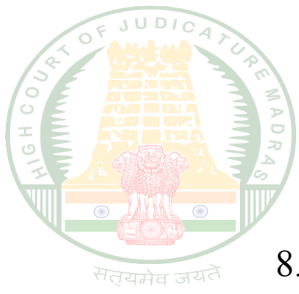


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5. Insofar as the third respondent, the appeal suit is not pressed since he is only a formal party having alienated the property belonging to the respondents 1 and 2, which was the subject matter of the suit before the trial court.

6. In furtherance of the compromise, the appellant has paid a sum of Rs.20,00,000/-(Rupees Twenty lakhs only) (**Rs.10,00,000/- each**) which is acknowledged in the compromise memo. Today cheques for **Rs.35,00,000/-** (Rupees Thiruty Five Lakhs Only) **each** favouring respondents 1 and 2 have been handed over to the respondents 1 and 2, the receipt of which is duly acknowledged by the respondents 1 and 2 subject to the cheques being realised on deposit.

7. The parties have also undertaken that further amount of Rs.10,00,000/-(Rupees Ten Lakhs only) **Rs.5,00,000/- (Rupees Five Lakhs only) each** shall be paid as full and final settlement by the appellant Company to the respondents 1 and 2 at the time of the respondents 1 and 2 withdrawing the final decree application.



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8. The terms of the compromise memo has been read over and explained to the parties and they have also affirmed to the terms agreed thereunder. There no impediment for this Court to record the said compromise.

9. In view of the compromise memo entered into between the parties dated 07.10.2025, the appeal suit is dismissed as settled out of court. The comprmise memo shall form part and parcel of the decree.

No costs. Consequently, connected miscellaneous petition is closed.

10.10.2025

Index: Yes/No
Website:yes/no
Speaking Order/Non-speaking Order
sr



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To

The I Additional District Court, Coimbatore



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P.B.BALAJI.,

sr

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