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A.S.No. 161 of 2022

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 28.10.2025

CORAM :

THE HONOURABLE MR.JUSTICE P.B. BALAJI

A.S.No. 161 of 2022

1. Get-N-Give Finance and Investment P Ltd.,
Rep. by its Director Sandhya S.Shah
Having office at No.116 Triveni Apartments,
No.158/A/16 Barracah Road
Opp. to Secretariat Colony,
Chennai – 600 010
2. Baby Finance and Investment P. Ltd
Rep. by its Director Snehlata S.Shah
Having office at No.26/2, 3rd Floor,
Singapore Plaza, 164, Linghi Chetty Street,
Chennai-600001
3. Neha B Shah
Rep. by P.O.A. Mr.Kiran K Shah
No.116 Triveni Apartments,
No.158/A/16, Barracah Road,
Kilpauk, Chennai-600010
4. Sandhya S Shah
No.213 and 214 Rajendra Apartment,
158, Barracah Road,
Kellys, Chennai-10.
(cause title accepted vide order dated 15.03.2022
made in CMP No. 4228 of 2022
in AS Sr.No. 104061 of 2021)

.. Appellants

vs

1. M.Kannan (Died)
2. M.Malleswari
3. S.Lakshmanan
4. S.Ravichandran



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G.Natarajan (Died)
5.Jayaraman
6.Ashok
Chandrakant A Shah (Died)
7. Prasant C Shah
8.Dipesh C Shah
9.Krupesh C Shah
Mrs. Damayanti C Shah (Died)
10.Aarti R.Sanghvi
11.Rohit B Sanghvi
12.K.V.Joshi
13.Hastimal
14.Dipesh G.Darji
15.Virendra Bhai K.Darji
16.Indiraben P.Darji
17.Mayank Kumar H. Shah
18.Jagrutiben M.Shah
19.V.A.Shah
20.Mohanbhai Phoolwala
21.G.F.Fadia
22.J.G.Fadia
23.Latha
24.Srinivasan
25.Usha
*(R23 to R25 are brought on record
as Lrs of deceased R1 vide
order dated 18.6.25 made in
CMP Nos. 13421, 13425 & 13428/25
in AS No. 161 of 2022)*

.. Respondents

Prayer : Appeal filed under Section 96 of the Code of Civil Procedure against the judgment and decree in O.S.No. 7207 of 2010 (earlier C.S.No. 108 of 2001) dated 05.04.2021 on the file of the learned V Additional City Civil Court, Chennai.



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For Appellants : Mr.T.Vardhaman Jain

For Respondents : Mr.G.Sugumaran
for R23 to R5
R1 – Died
R2,4 to 6, 13 to 18, 21 & 22 – No such person
R19 & 20 – Insufficient address
R12 – Service awaited
R7 to R11 – want of street name, nagar
R3 – No such door number

JUDGMENT

Pending appeal, the contesting appellants, who are plaintiffs 1,2,11 and 22 and the appellants in the first appeal and the contesting respondent Nos. 23 to 25 have amicably resolved all the differences and disputes.

2. A joint memo of compromise duly signed by parties viz., contesting appellants and respondents, dated 28.10.2025 is filed before this Court and the scanned reproduction is as follows:-



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JOINT COMPROMISE MEMO

1. The suit in O.S. No.7207/2010 was filed by plaintiffs 1 to 22 against the defendants 1 to 7 on the file of V Addl. Judge, City Civil Court, Chennai for recovery of money in default directing that the suit property mortgaged in favour of plaintiffs be sold and other reliefs.
2. The 1st defendant Kannan is the owner of the suit property and his property was under mortgage with Get-N-Give Finance and Investments Private Limited. He alone contested the suit and the other defendants remained exparte before Trial Court.
3. After contest the suit was dismissed as against all the defendants by the Trial Court by Judgment dated 05.04.2021 as devoid of merits and also ordered to pay cost of the suit to the 1st defendant and further ordered that the 1st defendant is entitled to get back his original title deeds produced in the court. The Title deeds are marked as Exhibits i.e. Ex.A.31, Ex.A.36, Ex.A.55, Ex.A.56 Ex.A.57 and Ex.B 2.
4. As against the Decree and Judgment dated 05.04.2021, the plaintiffs 1, 2, 11 & 22 alone filed appeal in A.S. No.161/2022 before this Hon'ble Court and other plaintiffs in the suit were shown as respondents 7 to 22 in the appeal as they were not available at the time of filing the appeal.
5. The 1st defendant in the suit M.Kannan died on 11.01.2023 and His Legal Heirs were brought on record in the appeal as respondents 23 to 25 by order dated 18.06.2025.

GET-N-GIVE FINANCE AND
INVESTMENTS PRIVATE LTD.

Sandhya S. Shal
M.D. / Director

GET-N-GIVE FINANCE AND INVESTMENTS
PRIVATE LIMITED

S. S. Sathya

M.D. / Director

M. K. Shal
Sandhya S. Shal

K. J. Shal R23

Ch. S. Shal R24

R. S. Shal R25



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6. In order to get back the title deeds marked as Exhibits, the Legal Heirs i.e. Respondents 23 to 25 have decided to settle the matter. Now the appellants herein and the respondents 23 to 25 in this appeal i.e. Legal Heirs of Late M.Kannan (1st defendant in the suit) have decided amicably to resolve the issues on the following terms:

- i. The appellants shall give up the respondents 7 to 22 in the above appeal and make necessary endorsement in the appeal records.
- ii. All Four Appellants in this appeal undertakes that there will be no claims from the respondents 7 to 22. If any claim is made by them to the suit claim it will be the responsibility of the appellants to clear and indemnify the respondents ^{7 to 22} ~~23 to 25~~ proportionately.
- iii. Both the Appellants and the Respondents 23 to 25 mutually agreed to settle the matter on payment of Rs.12,50,000/- by the Respondents 23 to 25 in total to the appellants.
- iv. The Respondents 23 to 25 thereupon paid Rs.12,50,000/- (Rupees Twelve Lakhs Fifty Thousand only) towards full and final settlement of all claims via three Demand Drafts in favour of the 4th appellant, Sandhya S.Shah, 22nd defendant in the suit in the following manner.

WITNESSES:
SANDHYA S. SHAH
22nd DEFENDANT

Sandhya S. Shah

M.D. S. P. S. PRIVATE LIMITED

S. S. S. S.

M.D. S. P. S.

Sandhya S. Shah

K. S. S. S. R23
R24

R. V. S. R25



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- (i) 23rd Respondent K.Latha has issued Demand Draft dated 27.10.2025 bearing No.287287 for Rs.4,20,000/- (Rupees Four Lakhs and Twenty Thousand Only) drawn on Indian Bank, Perambur Market Branch in favour of Sandhya S.Shah the 4th appellant.
- (ii) 24th Respondent K.Srinivasan has issued Demand Draft dated 27.10.2025 bearing No.044133 for Rs.4,15,000/- (Rupees Four Lakhs and Fifteen Thousand only) drawn on Indian Bank, Perambur Branch in favour of Sandhya S.Shah the 4th appellant.
- (iii) 25th Respondent R.Usha has issued Demand Draft dated 27.10.2025 bearing No.496247 for Rs.4,15,000/- (Rupees Four Lakhs and Fifteen Thousand Only) drawn on Indian Overseas Bank, Perambur Market Branch in favour of Sandhya S.Shah the 4th appellant

The 4th Appellant acknowledged the receipt of the above three Demand Draft issued by the Respondents 23 to 25 under this Memorandum.

On receipt of the said sum of Rs.12,50,000/- (Rupees Twelve Lakh and Fifty Thousand only) by the 4th appellant on behalf of all the appellants, the 1st appellant shall execute necessary

22. GETTY FINANCE AND
INVESTMENTS PVT. LTD.
Sandhya S. Shah
27.10.2025

K. Latha - R 23
K. Srinivasan - R 24
R. Usha - R 25

22. GETTY FINANCE AND
INVESTMENTS PVT. LIMITED
Sandhya S. Shah
27.10.2025

22. GETTY FINANCE AND
INVESTMENTS PVT. LIMITED



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documents for discharge of mortgage deed and the Receipt Deed shall be registered at SRO, Purasawalkam. The 1st appellant shall attend the office of S.R.O., Purasawalkam for registration of Receipt Deed and get the encumbrance clearance certificate from the office.

7. It is hereby agreed that, all expenses relating to discharge and Registration of Receipt shall be borne by the Respondents 23 to 25. It is also agreed that the Respondents 23 to 25 are entitled to get back the original documents of title deeds relating to the suit property marked as Exhibits i.e. Ex.A.31, Ex.A.36, Ex.A.55, Ex.A.56, Ex.A.57 and Ex.B.2 through this compromise memo without insisting separate application for return of documents. The appellants will not object for return of title deeds referred to above to the Respondents 23 to 25.

8. Regarding Respondents 2 to 6 in this appeal who were originally defendants in the suit had no interest in the immovable property of the 1st defendant M.Kannan, since a joint Judgment and Decree was sought against them, they are arrayed as party in the appeal. Since the matter is settled between the appellants and the respondents 23 to 25 concurrence of Respondents 2 to 6 in this appeal is no longer needed. Similarly since the Respondent 7 to 22 are given up in the appeal, their concurrence is not required.

9. On receipt of the above amount by the appellants from the respondents 23 to 25 in this appeal and upon getting back all the

Handwritten signature: Sandhya S. S. S.
SANDHYA S. S. S.
PRIVATE LIMITED
S. S. S.
S. S. S. / Director

Handwritten signature: K. S. S. R. 23
Handwritten signature: R. Usha R 25



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original documents related to the suit schedule property, neither the appellants will have any claim against the respondents 23 to 25 nor will Respondents 23 to 25 have any claim against the appellants.

The appellants and the respondents 23 to 25 agrees to bear their respective costs throughout.

Dated at Chennai on this 28th day of October 2025

GEI-N C I E FINANCE AND
INVESTMENTS PVT LTD.

Sandhya S. S.

M.D. / Director

GEI-N C I E FINANCE AND
INVESTMENTS PVT LTD.

Sandhya S. S.

M.D. / Director

Sandhya S. S.

Appellants

K. Jotha. R23

R. Jotha. R24

R. Jotha. R25

Respondents 23 to 25

T. D. Jain

Counsel for Appellants

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Counsel for
Respondents 23 to 25

3. In furtherance of the joint memo of compromise, the respondents have taken out three Demand Drafts (i) of a sum of Rs.4,15,000/- (D.D.No. 496247, IOB Perambur Market Branch), (ii)



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of a sum of Rs.4,20,000/- (D.D.No. 287287, Indian Bank, Perambur Market) and (iii) a sum of Rs. 4,15,000/- (DD No. 044133, Indian Bank, Perambur) in favour of the fourth appellant in this appeal, in full and final settlement of the claims of the contesting appellants 1, 2, 11 and 22. The compromise also records the fact that respondent nos. 2 to 6 and 7 to 22 are given up in the appeal as there is no relief as against them.

4. Mr.G.Sugumaran, learned counsel appearing for respondent Nos. 23 to 25, would invite my attention to Clause 7 wherein the parties have agreed that the original documents of title shall be returned by the Registry to respondent Nos. 23 to 25 through counsel.

5. The parties are also present before this Court and they also admit that they have signed the joint memo of compromise voluntarily and no coercion or undue influence has been exercised by any person. The Joint Memo of Compromise is recorded.

6. Registry shall return the original documents marked as Exs. A31, A36, A55, A56, A57 and B2 to the learned counsel for respondents, across substitution of the same with certified copies.



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Registry shall not insist on any formal application and upon production of the certified copies along with a memo, the Registry shall return the originals to the counsel for respondent Nos. 23 to 25.

7. A.S.No. 161 of 2022 stands disposed of in terms of the joint memo of compromise and the memo of compromise dated 28.10.2025 shall form part of this decree.

28.10.2025

Index:Yes/No
Neutral Citation:Yes/No
ssm

To

The learned V Additional City Civil Court,
Chennai.



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P.B. BALAJI, J.,

ssm

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28.10.2025