



A.S.No.551 of 2022

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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 15.07.2025

CORAM:

THE HONOURABLE Dr. JUSTICE G.JAYACHANDRAN

A.S.No.551 of 2022

B.Palaniammal

.. Appellant/Defendant

Vs.

Gopalsamy

.. Respondent/Plaintiff

PRAYER: Appeal Suit is filed under Section 96 of Civil Procedure Code, to set aside the Judgment and Decree of the Additional District Judge, Tiruvannamalai dated 30.08.2022 and made in O.S.No.93 of 2021.

For Appellant : Mr.T.Gowthaman

For Respondent : Mr.R.Rajarajan

JUDGMENT

The suit for specific performance, based on a registered sale agreement dated 03.07.2018, was allowed by the trial Court by judgment dated 30.08.2022 in O.S.No.93 of 2021, on the file of the Additional District Judge, Tiruvannamalai.



A.S.No.551 of 2022

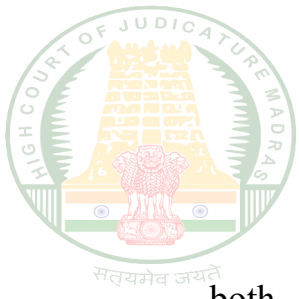
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2. Being aggrieved, the defendant preferred an appeal, which is pending as A.S.No.551 of 2022.

3. When the matter came up for final hearing, the learned counsel appearing for the appellant submitted that as the parties are close relatives, they have arrived at a compromise, wherein the plaintiff has agreed to forgo the relief of specific performance on receipt of a total sum of Rs.17,00,000/-.

4. The learned counsel for the appellant submitted that the appellant permitted the decree holder to withdraw a sum of Rs.2,00,000/- which had been deposited in the Execution Court. This Court on 08.07.2025 directed the parties to appear for recording the compromise.

5. Today, the learned counsel appearing for the appellant submitted that due to deferment of the appellant and the respondent, who are closely related to each other, the parties are not able to attend the Court in person. However, a Joint Memo of Compromise, duly signed by



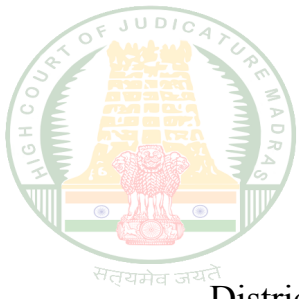
A.S.No.551 of 2022

WEB COPY

both parties, has been produced before this Court along with the encumbrance certificate in respect of the suit property. The said certificate reflects that the sale agreement, which is the subject matter of the suit, was cancelled by the respondent/decreed holder on 01.03.2025. Subsequently, the appellant has also settled the property in favour of her daughter Sathya.

6. The learned counsel appearing for the respondent submitted that he has no instructions regarding the compromise entered into between the parties.

7. This Court, on perusing the compromise memo, finds that the signature of the parties have been identified by the learned counsel for the appellant. The encumbrance certificate issued by the Registration Department also supports the fact that the sale agreement has been cancelled. This Court is satisfied that the parties have arrived at a compromise. Pursuant to the compromise, the respondent has received a sum of Rs.17,00,000/- and also been permitted to withdraw Rs.2,00,000/- which was already deposited in E.P.No.106 of 2022 before the Additional



A.S.No.551 of 2022

District Court, Tiruvannamalai.

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8. In view of the above facts, this Appeal Suit is disposed of in terms of Joint Compromise Memo. The terms of compromise as found in paragraphs 1 to 6 shall form part of the decree. There shall be no order as to costs.

15.07.2025

Index: Yes/No
Speaking/Non Speaking order
Neutral Citation: Yes/No
rpl

To

- 1.The Additional District Judge, Tiruvannamalai .
- 2.The Section Officer, V.R.Section, High Court of Madras, Chennai.



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A.S.No.551 of 2022

DR.G.JAYACHANDRAN,J.

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A.S.No.551 of 2022

15.07.2025