



REV.APLO NO. 2 of 2025 in A Nos. 317 and 3080 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 28-03-2025

CORAM

THE HONOURABLE MR JUSTICE K.KUMARESH BABU

REV.APLO No. 2 of 2025 in A Nos. 317 and 3080 of 2024

K.Jeganathan

S/o. D.Kumarasamy, 2/177, Thilagar Aenue, 1st
Main Road, Balaiah Garden, Madipakkam, Chennai
- 600 091.

Appellant(s)

Vs

P.Sampath

S/o.Mr.V.K.Parthasarathy, Flat No.3A, 3rd Floor,
Anugraham Apartments, New No.12, 21st Avenue,
Ashok Nagar, Chennai 600 083.

Respondent(s)

For Appellant(s):

Mr.S.Thirumavalavan
for Mr.Antony R.Julian

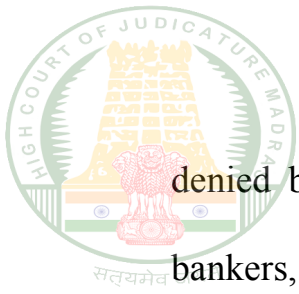
For Respondent(s):

Mr.S.Diwakar
for Mr.Rajesh Ramanathan

ORDER

The present application is filed to review the order passed by this Court
in A.Nos.317 and 3080 of 2024 in E.P.DR.No.159940 of 2023.

2. Learned counsel for the petitioner would submit that Clause-4 of the
agreement provides for a simultaneous execution of the documents, which is



denied by the respondent. Learned counsel would further submit that the bankers, who are free to extend the loan facility, insist upon the mortgage being released first and only on such contingency, they would be able to provide loan. The petitioner has made the first tranche amount and therefore prays this Court to consider and review the order passed by this Court in A.No.317 of 2024.

3. Countering his arguments, learned counsel for the respondent submits that this Court had analysed clause-4 of the settlement agreement, upon which, an Award was passed and only thereafter, this Court held that since the first instalment has not been paid, the applicant cannot seek for compensation. Therefore, there is no error apparent on the face of the record in the order passed by this Court in A.No.317 of 2024.

4. I have considered the submissions made on either side and perused the materials available on record.

5. As rightly pointed out by the learned counsel for the respondent, this Court analysed Clause-4 of the Settlement Agreement and found that minimum first tranche amount should be paid even for the purpose of



executing mortgage release deed and therefore, had rejected the application.

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6. It is to be noted that based upon the said settlement agreement, an Award has been passed and Execution Petition has been filed. This Court cannot go beyond the Award as an executing Court.

7. In such view of the matter, I do not find any error apparent on the face of the record seeking this Court to exercise the power of review and therefore, Rev.AplO.No.2 of 2025 is dismissed.

28-03-2025

To

1. P.Sampath

S/o.Mr.V.K.Parthasarathy, Flat No.3A, 3rd Floor,
Anugraham Apartments, New No.12, 21st Avenue, Ashok
Nagar, Chennai 600 083.



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K.KUMARESH BABU.J.,

sr

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