



A.S.(MD)No.155 of 2014 & A.S.(MD)No.223 of 2015

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

WEB COPY

DATED : 17.04.2025

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THE HON'BLE MR JUSTICE P. VADAMALAI

A.S.(MD)No.155 of 2014 & A.S.(MD)No.223 of 2015

and

M.P.No.1 of 2014 & M.P.No.2 of 2015

and

C.M.P.(MD)No.1612 of 2024

A.S.(MD)No.155 of 2014 :

A.S.Ramesh

.. Appellant

Vs.

1.S.Nagalingam

2.City Union Bank Limited,
Represented by its Branch Manager,
Victoria Extension Road,
Thoothukudi

3.Reliance Asset Reconstruction Company Ltd.,
Represented by its General Manager,
Reliance House, 4th Floor, No.5, Haddows Road,
Nungambakkam, Chennai – 600 006

.. Respondents

(Respondent No.3 is
impleaded vide Court
order, dated 11.09.2023,
made in CMP(MD)
No.11498 of 2022 in
AS(MD)No.155 of 2014
by KMSJ)

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Prayer : Appeal Suit is filed under Section 96 of the Code of Civil Procedure against the judgment and decree, dated 07.01.2014, made in O.S.No.27 of 2012 on the file of the II Additional District Judge, Thoothukudi.

For Appellant : Mr.R.Suriya Narayanan

For R1 : Mr.Niranjan S.Kumar

For R2 : Mr.R.Pandivel

For R3 : Mr.R.Vignesh

A.S.(MD)No.223 of 2015 :

S.Nagalingam

.. Appellant

Vs.

1.A.S.Ramesh

2.City Union Bank Limited,
Represented by its Branch Manager,
Victoria Extension Road,
Thoothukudi – 628 002

3.Reliance Asset Reconstruction Company Ltd.,
Represented by its General Manager,
Reliance House, 4th Floor, No.5, Haddows Road,
Nungambakkam, Chennai – 600 006

.. Respondents

(Respondent No.3 is
impleaded vide Court
order, dated 10.10.2022,
made in CMP(MD)



A.S.(MD)No.155 of 2014 & A.S.(MD)No.223 of 2015

No.7183 of 2016 in
AS(MD)No.223 of 2015
by KMSJ)

Prayer : Appeal Suit is filed under Section 96 of the Code of Civil Procedure against the judgment and decree, dated 07.01.2014, made in O.S.No.27 of 2012 on the file of the II Additional District Judge, Thoothukudi.

For Appellant : Mr.Niranjan S.Kumar

For R1 : Mr.R.Suriya Narayanan

For R2 : Mr.R.Pandivel

For R3 : Mr.R.Vignesh

COMMON JUDGMENT

The present Appeal Suits have been filed to set aside and modify the judgment and decree, dated 07.01.2014, passed in O.S.No.27 of 2012 on the file of the learned II Additional District Judge, Thoothukudi.

2. The plaintiff/Dr.S.Nagalingam filed a suit in O.S.No.27 of 2012 on the file of the learned II Additional District Judge, Thoothukudi seeking relief of specific performance of agreement of sale in respect to an extent of 30 cents in the middle, out of 3.15 acres of an agricultural land in Ayan Punjai S.No.45/1A1A1 at Koraikai Village, Umarikadu Panchayat within Eral Taluk, Thoothukudi District as against the 1st



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defendant/Mr.A.S.Ramesh. The plaintiff/Dr.S.Nagalingam has deposited the balance sale consideration amount of a sum of Rs.9,70,000/- (Rupees Nine Lakhs and Seventy Thousand only) to the credit of the Principal District Judge, Thoothukudi. Thereafter, the said suit was decreed on 07.01.2014, and the consequential relief was declined.

3. As against the said judgment and decree, the 1st defendant filed an Appeal Suit in A.S.(MD)No.155 of 2014 on the file of this Court. Similarly, the plaintiff also filed an Appeal Suit in A.S.(MD)No.223 of 2015 on the file of this Court as against the declined consequential relief.

4. When the matters are taken up for hearing today (17.04.2025), the learned counsel appearing on either side is present, and the plaintiff as well as the 1st defendant are also present in-person before this Court.

5. The learned counsel for the 2nd respondent/Bank has filed memos in both the appeal suits stating that the 2nd respondent is only a formal party in these appeal suits, and requests this Court to dismiss the appeal suits in respect of the 2nd respondent. The learned counsel for the plaintiff as well as the learned counsel for the 1st defendant have also made an endorsement in



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the memos stating that they have no objection to dismiss these appeal suits

as against the 2nd respondent. The said memos are recorded.

6. The plaintiff and the 1st defendant are identified by their respective counsel, and their identities are also verified by this Court. The joint compromise memos have been filed by the learned counsel appearing on either side, which were signed by both the parties and the relevant portion of the joint compromise memo filed in A.S.(MD)No.155 of 2014 is extracted hereunder :

“a. The appellant and 1st respondent, being brothers, were agreed to withdrawn/dispose the cases filed against each other by compromise. Hence, two first appeals in A.S.(MD)No.155 of 2014 and A.S.(MD)No.223 of 2015 may be disposed of by recording the above compromise.

b. The 1st respondent/plaintiff shall withdraw the deposited amount in O.S.No.27 of 2012 on the file of the learned II Additional District Judge, Tuticorin along with the accrued interest till the date of realization and to pay the entire amount to the tune of Rs.25,00,000/- on or before 30.04.2025. The appellant/defendant has no objection to withdraw the deposited amount by 1st respondent/plaintiff.”



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WEB COPY 7. The relevant portion of the joint compromise memo filed in A.S.

(MD)No.223 of 2015 is extracted hereunder :

“a. The appellant and 1st respondent, being brothers, were agreed to withdrawn/dispose the cases filed against each other by compromise. Hence, two first appeals in A.S.(MD)No.155 of 2014 and A.S.(MD)No.223 of 2015 may be disposed of by recording the above compromise.

b. The Appellant/plaintiff shall withdraw the deposited amount in O.S.No.27 of 2012 on the file of the learned II Additional District Judge, Tuticorin along with the accrued interest till the date of realization and to pay the entire amount to the tune of Rs.25,00,000/- on or before 30.04.2025. The 1st respondent/1st defendant has no objection to withdraw the deposited amount by appellant/plaintiff.”

8. The above terms of joint compromise memos were read over and explained to both the parties in the presence of their respective counsel, and both the parties submitted that the same are correct. Therefore, the said joint compromise memos are recorded.



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9. In the light of above compromise arrived between the parties, these

Appeal Suits are disposed of accordingly, and in view of the memos filed by the learned counsel for the 2nd respondent, these Appeal Suits are dismissed in respect of the 2nd respondent. The joint compromise memos shall form part of the decree. Consequently, the connected Miscellaneous Petitions are closed.

10. The learned Principal District Judge, Thoothukudi/the learned II Additional District Judge, Thoothukudi is hereby directed to pass orders to return the deposited amount of Rs.9,70,000/- (Rupees Nine Lakhs and Seventy Thousand only), along with accrued interest, to the plaintiff/Dr.S.Nagalingam, preferably on the same day of filing a petition by him.

17.04.2025

Index: Yes/No

Speaking Order : Yes/No

Neutral Citation: Yes/No

Note : Issue judgment and decree on **22.04.2025**.

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P. VADAMALAI, J.

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To

- 1.The Principal District Judge,
Thoothukudi.
- 2.The II Additional District Court,
Thoothukudi.

A.S.(MD)No.155 of 2014 & A.S.(MD)No.223 of 2015
and
M.P.No.1 of 2014 & M.P.No.2 of 2015
and
C.M.P.(MD)No.1612 of 2024

17.04.2025