



C.R.P.(NPD)(MD)No.1779 of 2021

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED : 24.07.2025

CORAM:

THE HONOURABLE MR.JUSTICE M.DHANDAPANI

C.R.P(NPD)(MD)No.1779 of 2021

and

A.S.(MD)No.28 of 2021

C.R.P.(MD)No.1779 of 2021:

1.Ramasamy
2.Radhamani

... Petitioners/Respondents/
Petitioners

Vs.

N.Mahalakshmi

... Respondent/Appellant/
Respondent

PRAYER: Civil Revision Petition filed under Section 25 of the Tamill Nadu Buildings (Lease & Rent Control Act, 1960), to set aside the fair and decreetal order dated 06.09.2021 made in R.C.A.No.2 of 2019 on the file of the Principal Sub Court, Palani reversing the fair and decreetal order dated 11.02.2019 made in R.C.O.P.No.1 of 2015 on the file of the District Munsif cum Rent Controller, Palani.

For Petitioners : Mr.V.K.Vijayaragavan
For Respondent : Mr.K.Vijayanand

A.S.(MD)No.28 of 2021:

1. N.Mahalakshmi
2. L.Nagarajan

... Appellants/Plaintiffs



C.R.P.(NPD)(MD)No.1779 of 2021

Vs.

1.Ramasamy
2.Radhamani

... Respondents/Defendants

PRAYER: Appeal Suit filed under Section 96 of Civil Revision Petition to set aside the judgment and decree dated 11.02.2020 made in O.S.No.38 of 2016 on the file of the Additional District Judge (Fast Track Court), Palani.

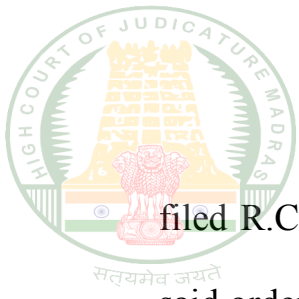
For Petitioners : Mr.K.Vijayanand
For Respondent : Mr.V.K.Vijayaragavan

COMMON ORDER

For the sake of convenience, the parties are hereinafter referred to as per their ranking before the trial Court in the original suit in O.S.No.38 of 2016.

2.The suit in O.S.No.38 of 2016 was filed by the plaintiffs for declaration to declare the sale deed executed between the plaintiffs and the defendants as shame and nominal. The said suit was dismissed. Challenging the said judgment and decree, the plaintiffs filed the present appeal suit in A.S.(MD)No. 28 of 2021

3.The defendants in O.S.No.38 of 2016 being the decree holder, has filed R.C.O.P.No.1 of 2015 seeking to evict the plaintiffs from the suit schedule property. The said petition was allowed. Challenging the same, the plaintiffs



filed R.C.A.No.2 of 2019 and the said appeal was also allowed. Assailing the said order, the plaintiffs filed C.R.P.(MD)No.1779 of 2021.

4.During the pendency of the appeal suit as well as the Civil Revision Petition, the parties have amicably settled the matter and entered into a compromise. The terms of compromise memo reached between the parties is extracted herein for easy and ready reference:

“1) The appellants admit the title and right of respondents to the suit property.

2)The appellant No.1 agrees that she became a tenant under the respondents.(landlords)

3) The appellants in A.S.No.28 of 2021 agree to pay Rs. 1,00,00,000/-(Rupees One Crore only) to the respondents herein towards sale consideration for the sale of suit property to them.

4) The respondents in the appeal agree to receive the said amount to give up their right, title and interest in the suit property and execute the sale deed for the suit property to the appellants or their nominees or any persons as directed by the appellants on or before 24.11.2025.

5)The payment of sale consideration and sale deed have to be executed within a period of four months more specifically on or before 24.11.2025.

6) The appellants can either purchase the suit property for themselves or nominate purchaser(s) for executing sale deed by the respondents within the stipulated period.

7) If the appellants are unable to pay Rs.1,00,00,000/- to the respondents or arrange for sale of property within the above period the appeal filed by them shall stand dismissed.



8) *The respondents pray that the C.R.P. (MD) No.1779 of 2021 be allowed granting 2 weeks further time to vacate the suit property from 24.11.2025.*

9) *The respondent in the C.R.P. undertakes to surrender possession of the suit property on or before 08.12.2025 to the landlords and the petitioners(landlords) in C.R.P. (MD) No.1779 of 2021 need not resort to execution proceedings to take possession of suit property.*

10) *The petitioners in C.R.P. (MD) No.1779 of 2021 agree not claim rent for the suit property from the tenant/appellant.*

11) *Both parties agree for passing orders to the above terms and the memo of compromise be attached to the appeal decree.*

12) *Both parties pray for orders without payment of costs.*

Dated at Madurai on this the 23rd day of July, 2025”

5.The parties have also appeared in person before this Court and agreed that they have entered into a compromise and they will abide by the terms and conditions of the compromise memo filed before this Court.

6.In view of the above said compromise entered between the parties, this Appeal Suit and the Civil Revision Petition are disposed of. The decree shall be made in terms of the compromise memo.

7.In view of the decision rendered by the Hon'ble Supreme Court in



Afcons Infrascture and another vs. Cherian Varkey Construction Company

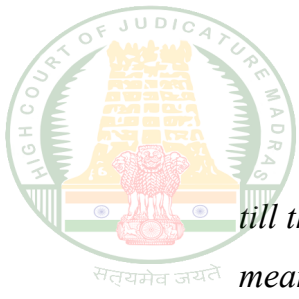
Private limited and others [(2010) 8 SCC], followed by the Delhi High Court in the case of ***Munish Kalra vs. Kiran Madan and others [2019 SCC online Del 8021]*** the appellants in the Appeal suit is entitled for refund of the entire Court fee. The relevant portion of the judgment rendered by the Hon'ble Supreme Court is extracted hereunder:

“25.In view of the foregoing, it has to be concluded that proper interpretation of section 89 of the Code requires two changes from a plain and literal reading of the section. Firstly, it is not necessary for the court, before referring the parties to an ADR process to formulate or re-formulate the terms of a possible settlement. It is sufficient if the court merely describes the nature of dispute (in a sentence or two) and makes the reference. Secondly, the definitions of 'judicial settlement' and 'mediation' in clauses (c) and (d) of section 89(2) shall have to be interchanged to correct the draftsman's error. Clauses (c) and (d) of section 89(2) of the Code will read as under when the two terms are interchanged:

(c) for "mediation", the court shall refer the same to a suitable institution or person and such institution or person shall be deemed to be a Lok Adalat and all the provisions of the Legal Services Authority Act, 1987 (39 of 1987) shall apply as if the dispute were referred to a Lok Adalat under the provisions of that Act;

(d) for "judicial settlement", the court shall effect a compromise between the parties and shall follow such procedure as may be prescribed.

The above changes made by interpretative process shall remain in force



C.R.P.(NPD)(MD)No.1779 of 2021

till the legislature corrects the mistakes, so that section 89 is not rendered meaningless and infructuous.”

WEB COPY

8. Accordingly, the Registry is directed to refund the Court fee to the appellants in the Appeal Suit. The compromise memo shall form part of this order. No costs.

24.07.2025

Index : Yes/No
Internet : Yes / No
ta

Note: Issue order copy on 25.07.2025

To

1. The Additional District Judge (Fast Track Court),
Palani.
2. The Principal Sub Court,
Palani.
3. The District Munsif cum Rent Controller,
Palani.
4. The Section Officer,
Vernacular Records,
Madurai Bench of Madras High Court,
Madurai.

6/7



WEB COPY



C.R.P.(NPD)(MD)No.1779 of 2021

M.DHANDAPANI,J.

ta

C.R.P(NPD)(MD)No.1779 of 2021
and
A.S.(MD)No.28 of 2021

24.07.2025