



AS(MD). No.6 of 2022

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

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DATED : 20.11.2025

CORAM

THE HONOURABLE MR.JUSTICE C.V.KARTHIKEYAN
AND
THE HONOURABLE Mr.JUSTICE R.VIJAYAKUMAR

**AS. (MD). No.6 of 2022 and CMP(MD) Nos.290 and 292 of 2022
and CMP(MD) No.7836/2022
in Cross Objection (MD) No.SR21922/2022**

AS(MD) No.6/2022

R.Ganesamoorthy

... Petitioner

Vs

**1. M.Govindarajan,,
S/o. K. Muthusamy,
No. 67/28a, Vi.Ka. Nagar,
Vannarapettai, Puthur,
Trichy - 620017..**

**2. G. Mangayarkarasi,,
W/o. M. Govindarajan,
No. 67/28a, Vi.Ka.Nagar,
Vannarapettai, Puthur,
Trichy - 620017..**

**3. G. Maniselvam,,
S/o. M. Govindarajan,
No. 67/28a, Vi.Ka. Nagar,
Vannarapettai, Puthur,
Trichy - 620017..**



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4. Mathivanan,,
S/o. M. Govindarajan,
No. 67/28a, Vi.Ka. Nagar,
Vannarapettai, Puthur,
Trichy - 620017..

5. Mallika,,
D/o. M. Govindarajan, W/o. Ravi,
Thanappallam Via,
Okkankal, Dharmapuri
District
and Also No. 67/28a, Vi.Ka. Nagar,
Vannarapettai, Puthur, Trichy -.

6. Manvizhi,,
D/o. M. Govindarajan, Ganesh Nagar
First Street, Mutheyanpettai,
Pondicherry and
Also at No. 67/28a, Vi.Ka. Nagar,
Vannarapettai, Puthur,
Trichy - 6.

7. Malarvizhi,,
D/o. M. Govindarajan,
No. 67/28a, Vi.Ka.Nagar,
Vannarapettai, Puthur,
Trichy - 620017..

8. Josepin,,
W/o. Sekar, D/o. Sebastin, No.7
Arunachalam Colony, Warehouse,
Tiruchirappalli - 1..

9. Devasagayam Vincent,,
S/o. Sebastin, No.2, Adaikala Madha
Kovil Street, Tiruchirappalli - 1..



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10. Irin Arul,,
W/o. Arul, No.C-2, Alam Street,
Muthaliyar Chatram, Tiruchirapalli - 1..

11. James Suresh Babu,,
S/o. Sebastin, No.C-2, Alam Street,
Muthaliyar Chatram, Tiruchirappalli – 1.

(The Respondents No. 8 to 11/defendants No.9 to 12 were impleaded
as LR's of the deceased 8th defendant)

... Respondents

Cross Objection (MD) No.SR21922/2022
and CMP(MD) No.7836/2022

1.M.Govindarajan,,
S/o. K. Muthusamy,
No. 67/28a, Vi.Ka. Nagar,
Vannarapettai, Puthur,
Trichy – 620017..

2. G. Mangayarkarasi,,
W/o. M. Govindarajan,
No. 67/28a, Vi.Ka.Nagar,
Vannarapettai, Puthur,
Trichy - 620017..

3. G. Maniselvam,,
S/o. M. Govindarajan,
No. 67/28a, Vi.Ka. Nagar,
Vannarapettai, Puthur,
Trichy - 620017..

4. Mathivanan,,
S/o. M. Govindarajan,
No. 67/28a, Vi.Ka. Nagar,
Vannarapettai, Puthur, Trichy – 620017..



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5. Mallika,,
D/o. M. Govindarajan, W/o. Ravi,
Thanappallam Via,
Okkankal, Dharmapuri District
and Also No. 67/28a, Vi.Ka. Nagar,
Vannarapettai, Puthur, Trichy -.

6. Manvizhi,,
D/o. M. Govindarajan, Ganesh Nagar
First Street, Mutheyanpettai,
Pondicherry and
Also at No. 67/28a, Vi.Ka. Nagar,
Vannarapettai, Puthur, Trichy - 6.

7. Malarvizhi,,
D/o. M. Govindarajan,
No. 67/28a, Vi.Ka.Nagar,
Vannarapettai, Puthur,
Trichy - 620017..

Cross objectors
/ Petitioners

Vs

1. R.Ganesamoorthy

1st respondent/appellant

2. Josepin,,
W/o. Sekar, D/o. Sebastin, No.7
Arunachalam Colony, Warehouse,
Tiruchirappalli – 1.

3. Devasagayam Vincent,,
S/o. Sebastin, No.2, Adaikala Madha
Kovil Street, Tiruchirappalli - 1..

4. Irin Arul,,
W/o. Arul, No.C-2, Alam Street,
Muthaliyar Chatram, Tiruchirappalli – 1..

4/11



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5. James Suresh Babu,,
S/o. Sebastin, No.C-2, Alam Street,
Muthaliyar Chatram, Tiruchirappalli – 1.

... Respondents 2-5/LRs of the deceased

PRAYER in AS(MD) No.6/2022:-Appeal suit filed under Order 41 Rule 1 and 2 of the Code of Civil Procedure against the judgment and decree dated 02.11.2021 in OS No.167 of 2010 on the file of the Principal District Judge, Tiruchirappalli.

Prayer in CMP(MD) No.7836/2022: Application filed under Section 5 of the Limitation Act to condone the delay of 21 days in filing the cross objection in the main appeal suit in AS(MD) No.6/2022.

Prayer in Cross Objection (MD) No.SR21922/2022: Petition filed under Order XLI Rule 22 read with Section 96 of the Code of Civil Procedure against the portion of the judgment and decree dated 02.11.2021 in OS No.167 of 2010 on the file of the Principal District Judge, Tiruchirappalli.

For Appellants : Mr.J.Lawrance
For Respondents : Mr.L.Velpradeep for R1 to R7
R8 to R11 unserved



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COMMON JUDGMENT

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(Judgment of the Court was delivered by C.V.KARTHIKEYAN, J.)

The plaintiff in OS No.167/2010 on the file of the Principal District Court at Tiruchirappalli is the appellant herein, aggrieved by the judgment dated 02.11.2021, by which judgment, the suit was dismissed and relief for specific performance was dismissed, however, the relief of refund of advance sale consideration had been directed to be paid together.

2. A joint memorandum of compromise dated 20.11.2025 had been presented before this Court. The appellant R.Ganesamoorthy is present in Court and the respondents 1 and 2/M.Govindarajan and G.Mangayarkarasi are also present. All three have signed the joint memorandum of compromise. The learned counsel for the respondents 1 to 7 has also signed the same, so also, the learned counsel for the appellant. The relevant portion of the joint memorandum of compromise is extracted below:



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“During pendency of the above Appeal, the Appellant and the Respondents No.1 to 7 were desirous of settling amicably the above pending cases which has been pending for almost 15 years and thereby put to rest the above litigations on the following terms and conditions as under:-

A) The Respondents No.1 to 7 have agreed to pay a sum of Rs.90,00,000/-(Ninety Lakhs only) as full settlement to the Appellant and accordingly on 10.02.2025 they have paid a sum of Rs.12,00,000/-(Twelve Lakhs Only) through RTGS to the Appellant's Karur Vysya Bank, K.K.Nagar Branch, Trichy and on 06.10.2025, the Respondents have paid remaining amount of Rs. 78,00,000/- (Seventy Eighty Lakhs) through RTGS to the Appellant's above bank Account as full settlement. Apart from that the Respondents No.1 to 7 have consented to the Appellant to withdraw the amount of Rs. 5,00,000/- deposited by him to the credit of the above Civil Suit in O.S. No. 167 of 2010 on the file of the Learned Principal District Judge, Tiruchirappalli towards the balance sale consideration along with accrued interest up to the current date and they will not raise any objection to it.

B) The Appellant is no longer pursuing his original claim on the basis of the suit sale agreement dated 05.12.2007 in its entirety and he has relinquished all his right, claims actions arising out of or relating to the aforementioned advance amount in respect of the suit property.



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C) The Appellant agrees to withdraw the above-said civil suit in O.S. No. 167 of 2010 on the file of the Learned Principal District Judge, Tiruchirappalli.

D) Further the Appellant agrees to cancel the above-said Sale Agreement dated 05.12.2007 by way of presenting the Cancellation Deed in order to clear the encumbrance entries in respect of the suit schedule properties.

E) The Respondents No.1 to 7 and the Defendants No.1 to 7 have agreed to withdraw their above cross objection in Cross Objection SR (MD)No.21922 of 2022 from the file of this Hon'ble High Court.

F) The Respondents No.1 to 7 and the Defendants No.1 to 7 have also agreed to discharge the Appellant from any and all the claims, actions and cause of action arising out of or relating to the issue involving the above Cross - Appeal.”

3. We had also asked the appellant and the 1st and 2nd respondents about the terms of compromise and they have also confirmed the terms as recorded in the joint memorandum of compromise.

4. The respondent had also filed a cross objection in Cross Objection (MD) No.SR21922/2022 along with an application seeking to condone the delay of 21 days in filing the cross objection. Necessary



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endorsement had been made to withdraw the cross objection and the application to condone the delay.

5. In the compromise memo, there is yet another clause that the appellant should be permitted to withdraw a sum of Rs.5 lakhs, which had been deposited to the credit of OS No.167/2010 on the file of the Principal District Court, Tiruchirappalli. The respondents have, in the joint memorandum of compromise, stated that they have no objection for such withdrawal. On an application being filed by the appellant before the Principal District Court at Tiruchirappalli, appropriate orders regarding the refund of the advance amount paid, may be passed by the learned Principal District Judge, even without issuing notice to the defendant/s therein.

6. In view of the fact that the parties had settled the matter out of Court and have also presented a joint memorandum of compromise, the appellant is also entitled for refund of Court fee in accordance with Rules.



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7. In view of the joint memorandum of compromise, the appeal stands disposed of in accordance with the joint compromise memo. The joint memorandum of compromise dated 20.11.2025 shall form part of the decree. The Civil Miscellaneous Petition in CMP(MD) No.7836 of 2022 and the cross objection in Cross Objection (MD) No.SR21922/2022 are dismissed as withdrawn.

No costs. Consequently connected Miscellaneous Petitions are closed.

[C.V.K,J]

[R.V,J]

20.11.2025

NCC : Yes/No

Index : Yes/No

RR

To

1.The Principal District Judge, Tiruchirappalli

2.VR Section

Madurai Bench of Madras High Court,Madurai.



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C.V.KARTHIKEYAN J.
AND
R.VIJAYAKUMAR, J.

RR

ORDER
IN
AS(MD) No.6 of 2022
and CMP(MD) Nos.290 and 292 of 2022
and CMP(MD) No.7836/2022
in Cross Objection (MD) No.SR21922/2022

Date : 20.11.2025