



Second Appeal No.344 of 2020

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 23.03.2026

Coram

THE HONOURABLE MR. JUSTICE S.SOUNTHAR

Second Appeal No.344 of 2020

and

C.M.P.No.6981 of 2020

P.L.Mohan Babu
S/o.Loganathan

.. Appellant

Vs.

1.K.Raja
S/o.Krishnamoorthy

2.John Daniel
S/o.Ramadoss

3.Rathinakumar
S/o.Kannabiran

.. Respondents

Second Appeal filed under Section 100 of the Code of Civil Procedure against the judgment and decree of the II Additional District & Sessions Judge, Tiruvallur at Poonamallee dated 30.07.2019 made in A.S.No.2 of 2018 confirming the judgment and decree of the Subordinate Court, Poonamallee, dated 06.10.2017 in O.S.No.19 of 2009.



For Appellant : Mr.V.R.Appaswamee
for Mr.V.Vijayarajan
For Respondents : Mr.P.Raja [R1]
Ex parte [R2 & R3]

JUDGMENT

Today when the second appeal is taken up for hearing, the learned counsel appearing for the appellant and the learned counsel appearing for the first respondent/plaintiff filed a Joint Compromise Memo dated 23.03.2026 and reported that the dispute in the second appeal has been settled between the appellant/third defendant and the first respondent/plaintiff in terms of the Joint Compromise Memo. The respondents 2 and 3/defendants 1 and 2 remained *ex parte* before the Courts below. Hence, they are not necessary parties in this appeal.

2. It is seen from the typed set of papers that the first respondent filed a suit for specific performance against the respondents 2, 3 and the appellant and obtained a decree. The second respondent/first defendant is the agreement vendor. The third respondent/second defendant is the Power Agent of the second respondent. The appellant/third defendant purchased the property from respondents 2 and 3 subsequent to the suit agreement.



3. Now, as per the understanding reached between the appellant and the first respondent, the appellant paid a sum of Rs.5,50,000/- [Rupees Five Lakhs and Fifty Thousand only] to the first respondent by way of demand draft bearing No.026796 dated 20.03.2026 drawn on City Union Bank, Chennai. The first respondent acknowledged the receipt of demand draft and he has also agreed that the sale deed dated 17.10.2007 executed by the respondents 2 and 3 in favour of the appellant was valid and binding on him. He also withdraws his prayer for specific performance.

4. The Joint Compromise Memo is signed by the appellant as well as the first respondent and counter signed by the learned counsel for respective parties identifying them. The first respondent herein is present before this Court and he acknowledged the receipt of the amount and his willingness to give up the decree for specific performance.

In view of the same, the Joint Compromise Memo dated 23.03.2026 is recorded and second appeal is disposed of as settled in terms of the Joint Compromise Memo dated 23.03.2026. The Joint Compromise Memo dated 23.03.2026 shall form part and parcel of the decree in this



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Second Appeal No.344 of 2020

S.SOUNTCHAR, J

gm

second appeal. No costs. Consequently, connected miscellaneous petition is closed.

23.03.2026

Index: Yes/No

NCC:Yes/No

Speaking Order/Non-speaking order

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To

1.The II Additional District & Sessions Judge,
Tiruvallur, Poonamallee.

2.The Subordinate Court,
Poonamallee.

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