



WEB COPY



C.S.No.286 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 24-04-2026

CORAM

THE HON'BLE DR.JUSTICE A.D.MARIA CLETE

CS No. 286 of 2025

and

O.A. No. 1116 of 2025

Pigileti Balasubramanyam
Aged 52 years, S/o.Mr.Subramanyam,
3,Bashyakaralu Street,
Kandithope, Chennai-600001

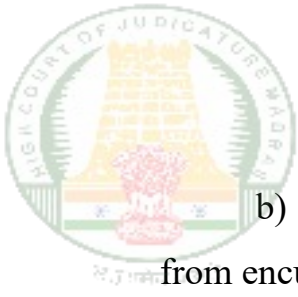
..Plaintiff(s)

Vs

Mullagiri Anand Kumar
Aged 56 years, ,
S/o.Mr.M.Krishna,
Presently Residing at
4/47, II Floor,
II Mettu Cross Street, Perumbakkam,
Kancheepuram Dist-600100

..Defendant(s)

a) For specific performance of the sale agreements dated 06.04.2023 registered as document numbers 3146 of 2023 and 3147 of 2023 at the office of the Sub Registrar Virugambakkam and the construction Agreement dated 04.10.2023 by directing the defendant to execute sale deed in favour of the plaintiff in respect of the plaint B Schedule property within the time fixed by this Court, in default through this court or in the alternative directing the defendant to repay Rs.1,08,01,976.42/- with 12 % interest per annum, on Rs.1,00,75,000/- from the date of suit till date of realization



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- b) For permanent Injunction restraining the defendant , his men, agents, etc from encumbering or alienating the petition B Schedule property
- c) Creating Charge over the Plaintiff B Schedule property.
- d) For costs of the suit
- e) For such other reliefs as this Court deems fit and proper under the facts and circumstances of the case.

For Plaintiff(s): J.Titus Enock
M.Karthik(d/6867/2017)
Mob-9884948005

For Defendant(s): Mrs.C.Renuka

JUDGMENT

This Civil Suit has been filed praying for specific performance of the sale agreements dated 06.04.2023 registered as document numbers 3146 of 2023 and 3147 of 2023 at the office of the Sub Registrar Virugambakkam and the construction Agreement dated 04.10.2023 by directing the defendant to execute sale deed in favour of the plaintiff in respect of the plaintiff B Schedule property within the time fixed by this Court, in default through this court or in the alternative directing the defendant to repay Rs.1,08,01,976.42/- with 12 % interest per annum, on Rs.1,00,75,000/- from the date of suit till date of realization, for permanent Injunction restraining the defendant, his men, agents, etc from encumbering or alienating the plaintiff B Schedule property, Creating Charge over the Plaintiff B Schedule property and for costs of the suit.



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2. When this matter is taken up for hearing, both the learned counsels for the plaintiff and the defendant are present and submits that the matter has been settled between the parties and a Compromise agreement, dated 29.01.2026 duly signed by both the parties and their respective counsels, has been filed and the learned counsel for the plaintiff has made a request for the refund of the court fee. The plaintiff and the defendant who are present before this Court, have conceded to the same.

3. In view of the above, this Civil Suit is disposed of in terms of the Compromise agreement, dated 29.01.2026. The Compromise agreement, dated 29.01.2026 shall form part of the decree and Judgment. As per the judgment of this Court in, **High Court of Judicature at Madras, rep. by its Registrar General Vs. M.C.Subramaniam and others** reported in **2021 (3) SCC 560**, this court directs the registry to refund the entire court fees paid in the suit. No costs. Consequently, connected applications or original applications, if any stand closed.

24-04-2026

Index: Yes/No
Speaking/Non-speaking order
Neutral Citation: Yes/No

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DR.A.D.MARIA CLETE, J.

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