



WEB COPY

AS No. 296 of 2



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 08-06-2026

CORAM

THE HON'BLE MR JUSTICE C.V. KARTHIKEYAN

AND

THE HON'BLE MR.JUSTICE K.RAJASEKAR

**AS No. 296 of 2024
and CMP No. 9573 of 2024**

N.Harirajan
S/o.Late M.N.Nithiyanandam

..Appellant(s)

Vs

S.Ramesh Krishnan
S/o.Late K.M.Sambasivam

..Respondent(s)

Appeal Suit filed under Section 96 and 105(1) of CPC read with Order XLI Rule 1 of CPC to set aside the judgment and decree passed in O.S.No.2899 of 2023 dated 21.02.2024 on the file of the XXI Additional City Civil Court, Alikulam, Chennai.

For Appellant(s): Mr.S.Janarthanam
for Mr.A.V.Arumugam

For Respondent(s): Mr.Balamurali
of M/s.Shivakumar and Suresh
(Law Firm)

Judgment

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

The appellant N.Harirajan and the respondent Mr.S.Ramesh are present in Court. Both the learned counsel also present in Court. The appellant and the



respondent had entered into a Joint Compromise Memo dated 01.06.2026. The appeal arises from the suit for recovery of money, which had been decreed.

Both the parties have entered into a compromise memo which is as follows:

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**IN THE HIGH COURT OF JUDICATURE AT MADRAS
(APPELLATE SIDE JURISDICTION)
A.S.No.296 of 2024
Against
O.S.No.2899 of 2023
On the file of the XXI Additional Judge, City Civil Court, Chennai**

N.Harirajan
S/o.Late M.N.Nithiyanandam
Flat No.5/3, Abu VSR Castle Apartments
No.925, Poonamallee High road
Purasawalkam, Chennai 600 084. ... Appellant/Defendant.

-vs-

S.Rameshkrishnan
S/o.Late K.M.Sambasivam
No.3, Erulappan Street
Elephant Gate, Chennai 600 079. ... Respondent/Plaintiff.

JOINT MEMO OF COMPROMISE

The Appellant and Respondent above named states as follows :-

1. The Respondent herein had instituted a suit against the Appellant in O.S.No.2899 of 2023 before the XXI Additional City Civil Court, Chennai for recovery of a sum of Rs.30,01,647/- together with interest on Rs.20,85,046/- at the rate of 24% p.a..
2. The said suit was decreed on 21.02.2024 by the XXI Additional City Civil Court, Chennai as follows :-
 - (A) that the Appellant / Defendant do pay the plaintiff a sum of Rs.30,01,647/- (Rupees Thirty lakhs one thousand six hundred and forty seven only) together with interest on Rs.20,85,046/- at the rate of 9% per annum from the date of Plaint (i.e.) 03.02.2023 till the date of decree and thereafter with interest at the rate of 6% per annum till realization.



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- (B) The Respondent / Plaintiff had obtained a Attachment order of the property in which the Appellant/Defendant is the owner situated at "Sivan Arul Building, Door No.23,Nyniappan Naicken Street, Part Town, Chennai-600 003 through the Hon'ble XXI Additional City Civil Court in O.S.No.2899 of 2023 and the said order had been duly communicated to the Sub-Registrar Office, Sowcarpet, Chennai and the attachment is being reflected in the Encumbrance Certificate in respect of the Schedule property.
- (C) Between the parties hereto, two other 138 proceedings for Rs.14,00,000/-and Rs.8,00,000/-totaling to Rs. 22,00,000/-were initiated by the Respondent herein against the Appellant in STC No.950 of 2023 and 1848 of 2023 which were pending before George Town Court and Fast Track Court IV, Chennai respectively.
- (D) In the said STC No.950 of 2023 and 1848 of 2023 , the George Town Court and Fast Track Court IV, Chennai, had passed a judgement on 11.03.2025 convicting the Appellant / Accused and ordered for the offence under Section 138 of the Negotiable Instruments Act. Aggrieved by the said judgment, the Appellant preferred Crl.A.No.478 and 479 of 2025 and the same are pending before 22nd Additional City Civil Court, Chennai.
- (E) In the said Criminal Appeal, the Hon'ble First Appellate Court granted stay of trial court judgement and ordered the Appellant to pay a sum of Rs.4,40,000/- being the 20% of the cheque value before the trial Court. The said order was duly complied by the Appellant / Accused.

N. A. [Signature]



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- (F) Against the Decree and Judgment dated 21.02.2024 passed by the XXI Additional City Civil Court, Chennai in O.S.No.2899 of 2023, the Appellant / Defendant filed the present Appeal Suit bearing No.296 of 2024 which is pending before this Hon'ble Court.
- (G) **Pending Appeal suit, both the parties have agreed to settle the matter outside the court and has arrived at a compromise on the following terms and conditions of settlement.**
- (a) It is agreed between the Appellant / Defendant and Respondent / Plaintiff that the Appellant / Defendant has agreed to pay the sum claimed as per the decree dated 21.02.2024 in O.S.No.2899 of 2023.
- (b) It is agreed between the Appellant / Defendant and Respondent / Plaintiff that the Appellant / Defendant herein shall pay a sum of Rs.45,00,000/-(Rupees Forty Five Lakhs only) as full and final settlement of the claim of the suit as well as the CrI.A.No.478 and 479 of 2025 pending before the XXII Additional Court, Allikulam, Chennai on or before 31.12.2026 to the Respondent / Plaintiff.
- (c) Out of the agreed amount of Rs.45,00,000/-(Rupees Forty Five Lakhs only) as on date the Appellant / Defendant has paid the Respondent / Plaintiff Rs.10,00,000/- (Rupees Ten Lakhs only) on the following dates which is acknowledged by the Respondent / Plaintiff
- (i) Rs.4,00,000/-paid on 24.03.2026 Federal Bank M.T. –
I.D No.260839978416
- ii) Rs.50,000/- paid on 03.04.2026 – Federal Bank M.T. –
I.D.No.260933903448





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iii) Rs.50,000/-paid on 09.04;2026-Federal Bank M.T–

I.D.No.260993226439

iv) Rs.4,50,000/- paid on 21.04.2026 – Federal Bank M.T. –

I.D.No.261119369784

v) Rs.50,000/- paid on 21.04.2026 - Federal Bank M.T.-

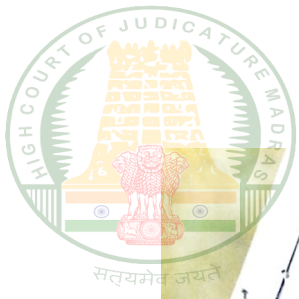
I.D.No. 261119874553

d) The Appellant / defendant agrees to pay the Respondent/Plaintiff the balance amount of Rs.35,00,000/-(Rupees Thirty Five lakhs only) on or before 31.12.2026.

e) The Appellant / Defendant has expressed his difficulty in making the balance payment of Rs.35,00,000/-(Rupees Thirty Five lakhs only) immediately and has therefore requested the Respondent / Plaintiff sufficient time for making the balance amount (ie) upto 31st December, 2026.

f) The Appellant / Defendant has promised and assured to pay interest for the sum of Rs.35,00,000/--(Rupees Thirty Five lakhs only) at the rate of 12% p.a. every month from February 2026 till December,2026. Pursuant to the above understanding, the Appellant/Defendant has paid a sum of Rs.35,000/-towards interest for the month of February, 2026, March 2026 and April 2026.

g) The Respondent / Plaintiff assures that the entire amount of Rs.35,00,000/- and interest as agreed to repay as mentioned in clause (f) above, will be paid on or before 31st December, 2026.



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h) The Appellant / Defendant agrees to withdraw the CrI.A.No.478 and 479 of 2025 immediately on recording this Compromise by the Hon'ble High Court.

i) The Respondent / Plaintiff assures that he will not take any steps for executing the warrant against the Appellant / Defendant till 31.12.2026, (ie) the payment to be made by the Appellant / Defendant.

j) On the Appellant / Defendant settling the entire amount of Rs.45,00,000/- on or before 31st December 2026, will apply before the STC COURT, Chennai for withdrawal or compounding of the said cases.

k) In case, if the said balance amount of Rs.35,00,000/- is not paid by the Appellant/ Defendant on or before 31st December,2026, the Appellant / Defendant agrees to pay Respondent / Plaintiff the entire amount due as per the decree dated 21.02.2024 in O.S.No.2899 / 2023 till 31st December,2026 and no more extension will be granted by the Respondent / Plaintiff at any cost.

l) The sums paid herein shall be credited appropriately towards interest and any surplus other than interest towards principal and the plaintiff will be entitled to claim the remaining balance amount towards Principal and Interest as per the decree dated 21.02.2024 in O.S.No.2899 of 2023.

m) Further the Appellant/ Defendant consents that the cost of the Civil Suit be paid to the Respondent / Plaintiff herein.

(n) The Appellant/Defendant having signed Memorandum of Understanding with the Respondent / Plaintiff and the same to be recorded by this Hon'ble Court, the Appellant / Defendant wants to lease the First floor of the said Property and the Respondent / Plaintiff has "No Objection"



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for leasing the first floor of the said property and the Sub – Registrar, Sowcarpet, Chennai shall register the said lease deed if the same is produced before the said Authority.

(o) It is agreed between the parties hereto that on completion of the terms of this Agreement, neither party shall have any claim against each other.

(p) Parties are to bear their own costs..

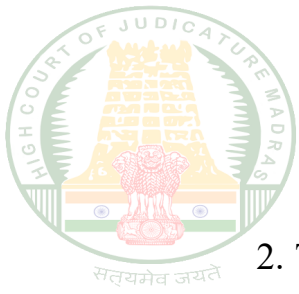
Dated at Madras on this the 19th day of June 2026.

Appellant / Defendant

Respondent / Plaintiff

Counsel for the Appellant / Defendant

Counsel for the Respondent / Plaintiff



2. The attention of the Sub-Registrar, Sowcarpet is drawn to Clause 2(G) (n) of Joint Compromise Memo relating to registration of Lease Deed.

3. The appeal stands disposed of in accordance with the above said Joint Compromise Memo. The above joint Compromise Memo shall form part of the decree. In view of the fact that the parties have settled the issue out of Court, the Court fees may be refunded to the appellant in accordance with the Rules. There shall be no order as to costs. Consequently, the connected miscellaneous petition is closed.

(C.V.K.,J.) (K.R.S.,J.)
08-06-2026

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

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**C.V.KARTHIKEYAN J.
AND
K.RAJASEKAR J.**

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