



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 05-02-2026

CORAM

WEB COPY

**THE HONOURABLE MR JUSTICE N. SATHISH KUMAR
AND
THE HONOURABLE MR.JUSTICE R.SAKTHIVEL**

AS No. 928 of 2024

AND

**CMP NO. 24572 OF 2024,AS NO. 929 OF 2024,CMP NO. 11138 OF
2025,CMP NO. 11140 OF 2025**

K. Jayalakshmi

Appellant(s) in both cases

Vs

1. S. Shanthasundari

2.T.Kannan

Respondent(s) in both cases

PRAYER in AS No. 928 of 2024: Appeal Suit filed under Section 96 of Code of Civil Procedure, to set aside the judgement and decree dated 12-02-2024 passed in OS.No.1651/2021 by the Honble XIX Addl.Judge City Civil Court, Chennai.

PRAYER in AS No. 929 of 2024: Appeal Suit filed under Section 96 of Code of Civil Procedure, to set aside the Judgment and Decree dated 12.02.2024 passed in OS No.4282 of 2022 by the Honble XIX Addl. Judge, City Civil Court, Chennai and allow the above appeal.

For Appellant(s): Mr.L.Dhamodharan
in both ASs

For Respondent(s): Mr.T.Gowthaman, Senior
in both ASs Counsel
for Mr.R.Chandra Mohan for R1

COMMON JUDGMENT

(Judgment was made by N.Sathish Kumar J.)

The appellant and the respondents are present and they are identified by their respective counsel. They have produced a memo of compromise executed between the appellant and the first respondent, wherein, it is agreed to settle the matters on the following terms and conditions:



NOW THIS MEMORANDUM OF COMPROMISE WITNESSETH
AS FOLLOWS:

1. The First Party agrees to return the sum of Rs.35,00,000/- (Rupees Thirty-Five Lakhs only), being the advance amount earlier paid by the Second Party to the First Party.

2. The First Party agrees to pay a further sum of Rs.35,00,000/- (Rupees Thirty-Five Lakhs only) towards the value of the superstructure put up by the Second Party in the Schedule-mentioned property.

3. The total amount, therefore, payable by the First Party to the Second Party shall be a sum of Rs. 70,00,000/- (Rupees Seventy Lakhs only), which is the full and final settlement arrived at between all the parties covering all aspects of their dispute without any reservations or demur.

4. The Second Party hereby agrees to vacate and hand over vacant and peaceful possession of the Schedule Property to the First Party within a period of three (3) months from the date of execution of this MoU (i.e., on or before 02.05.2026).

5. The First Party has paid a total sum of Rs. 35,00,000/- as follows:

(i) Rs. 20,00,000/- by way of Demand Draft dated 04.02.2026, bearing No.001930, drawn on HDFC Bank, in favour of the Second Party;

(ii) Rs. 5,00,000/- by way of Demand Draft dated 04.02.2026, bearing No.256655, drawn on Indian Bank, in favour of the Second Party; and

(iii) Rs. 5,00,000/- by way of Demand Draft dated 05.02.2026, bearing No.512605, drawn on Indian Overseas Bank, in favour of the Second Party.

(iv) Rs. 5,00,000/- by way of Demand Draft dated 05.02.2026, bearing No.512606, drawn on Indian Overseas Bank, in favour of the Second Party.

The First Party shall pay the remaining sum of Rs. 35,00,000/- on the date on which the Second Party hands over possession of the Schedule-mentioned property to the First Party.

6. The Second Party agrees that on handing over possession, the Second Party shall have no right or interest of any nature whatsoever in the Schedule Property.

7. The Second Party also agrees to withdraw the Appeal pending before the Hon'ble High Court, Madras recording the present MOU and also withdraw the Suit bearing O.S.No.1495 of 2025



pending before the XXII Assistant City Civil Court, Chennai. She also undertakes not to pursue any further litigation in respect of the Schedule Property.

8. This MoU is entered into towards full and final settlement of all claims, disputes and differences between all the Parties concerned in respect injunction and appeal.

9. Both Parties agree to act in good faith and comply with the terms of this MOU in letter and spirit. On compliance with the terms of this MoU, neither Party shall have any further claims, demands or causes of action against the other in respect of the subject matter herein.

10. This MoU shall be binding on both Parties, their legal heirs, successors and assigns.

SCHEDULE PROPERTY

All that piece and parcel of the lease hold right of the land and the superstructure in the property situated at Plot No.A-19, Second Main Road, Thiruvalluvar Nagar, Thiruvannamiyur, Chennai-600 041, admeasuring an extent of One Ground and 0377 Sq. comprised in Survey No.215 Part, as per Patta Survey No.215/4 pt, 3 pt, of Thiruvannamiyur Village, Velachery Taluk, Chennai District and bounded as follows:

North by : Plot No. A.18 and Plot No.A.17

South by : 30'0" Road - 6" Main Road

East by : Plot No. A.20 and

West by : 50' 0" Second Avenue Road

Measuring:

On the North : 65' 6" prime prime

On the South : 35'0"

On the East : 50'0" and

Splay on the South West : 16' 0"

On the West : 47'0"

West by: 20 feet first main Road

situate within the Registration District of Chennai South and in the Office of the Joint-I, Sub Registrar, Saidapet.

IN WITNESS WHEREOF, the Parties have signed this Memorandum of Compromise on the day, month and year first mentioned above.



2. In the said memo of compromise, it is agreed between the parties that the first respondent shall pay a sum of Rs.70,00,000/- as a lumpsum, out of which, Rs.35,00,000/- have already been received by the appellant. The remaining amount would be paid by the first respondent on the date of handing over of the possession by the appellant and the appellant has also agreed to vacate the premises within a period of three months from today, i.e., on or before 02.05.2026. The said joint memo of compromise is taken on record.

3. Accordingly, these appeal suits are disposed of in terms of memo of compromise. The said joint memo of compromise shall form part of the decree. Since the matter is settled out of Court between the parties, the Registry is directed to refund the court fees as per rules. No costs. Consequently, connected miscellaneous petitions stand closed.

(N.SATHISH KUMAR J.)(R.SAKTHIVEL J.)
05-02-2026

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



AS No. 928 of 2024



To

1. The XIX Additional Judge

XIX Additional Judge

City Civil Court, Chennai

2. The Section Officer

VR Section, Madras High Court



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AND
R.SAKTHIVEL J.**

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