



WEB COPY



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 19-02-2026

CORAM

THE HON'BLE MR.JUSTICE P. DHANABAL

CMP. No. 15569 of 2025

in

SA.No.677 of 2015

1. Raju
Proprietor, Raju Real Estates, S/O S.Ramasami, Both At No.15, Balaji
Avenue, T.Nagar, Chennai 17
 2. R.Mala
W/o. Raju, Res. at No. 15, Balaji Avenue,
T.Nagar, Chennai 17.
- ...Petitioners

Vs

P.T.Choudhary
S/o. P.L.N. Choudhary, A-1, Moti Valley, Trimulgharry,
Secunderabad

...Respondent

PRAYER: To set aside the Compromise decree dated 13.01.2020 passed
by this Honble Court and restore the Second Appeal along with Stay Petition.

For Petitioners: Mr.Abdul Hameed, Senior Counsel
for Mr.A.D.Janarthanan

For Respondent: Mr. S.S.Rajesh

ORDER

This Civil Miscellaneous Petition has been filed by the petitioners to set
aside the compromise decree dated 13.01.2020 passed by this court in
SA.No.677 of 2015.



2. According to the 1st Petitioner, he is the first appellant in the main appeal. The respondent herein filed a suit in O.S.No.13731 of 1996 before the XI Assistant City Civil Court, Chennai, for permanent injunction restraining the defendants from putting up any construction in the suit property and also not to interfere with the plaintiff therein/respondent herein peaceful possession and enjoyment of the suit property. The said suit was dismissed on 30.01.2009. Thereafter, an appeal has been preferred in A.S.No.396 of 2010 on the file of the XV Additional Judge, City Civil Court, Chennai. The Appellate Court set aside the decree and judgment passed by the trial court and decreed the suit through the decree and judgment dated 27.01.2015. As against the said decree and judgment, the SA.No.677 of 2015 has been filed.

2.1. During the pendency of the appeal, the matter has been compromised between the parties and as per the compromise, sons of respondents namely P.Lalith Chandar Chowdary and Veerendranath Chowdary entered into a Memorandum of Understanding with one Mr.Anantha Krishnan for payment of Rs.7 Crores for cancelling the settlement deed which was executed by the 2nd petitioner to and in favour of Mr.Anantha Krishnan and hand over the vacant portion of the property.

2.2. Based on the said Memorandum of Understanding, the petitioners entered into the Memorandum of Compromise and filed the same before this Court. After the said compromise recorded before this court and after passing of the decree dated 30.01.2020, the respondent did not cooperate and did not



comply with the conditions of the said compromise memo till date and also did not pay Rs.7 Crores to the said Mr.Anantha Krishnan. Therefore, the petitioners have filed this petition to restore the appeal.

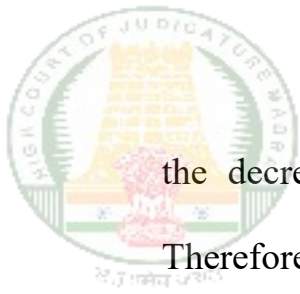
3. The respondent filed counter by denying the averments made in the affidavit. There are no allegations to attract the grounds to set aside the compromise and to restore the appeal. Once the compromise is entered before the Court, the parties are not entitled to set aside the same unless there is a strong grounds. In this case, there are no such grounds. The affidavit proceeds on the basis that an amount of Rs.1,60,00,000/- was yet to be paid as per the compromise decree dated 30.01.2020 by recording the memorandum of compromise dated 07.01.2020. Now by introducing the unidentified memorandum of understanding, the petitioners seek an order to set aside the judgment and decree of compromise decree. The petitioners have suppressed the material facts and violated the terms of Memorandum of Compromise. Therefore, the respondent filed the contempt petition in Cont.P.SR.No.47723 of 2024 along with Sub Application to bring on the record the son of the petitioners and the same has been numbered as Sub.A.No.729 of 2024. The date of compromise decree is 30.01.2020, after five years now this petition has been filed and the petition is barred by limitation. Therefore, the petition is liable to be dismissed.



4. This Court heard both sides and perused the records.

5. It is an admitted fact that this Court recorded the compromise and both the parties have entered into a compromise and based on the same, this court passed the decree on 30.01.2020. According to the petitioners, the respondent has not complied with the terms of the compromise and according to the Memorandum of Understanding, the respondent has to pay a sum of Rs.7 Crores for cancelling the settlement deed which has been executed by the second petitioner in favour of her son Mr.Anantha Krishnan. Therefore, the compromise recorded by the Court has to be set aside. Once this court passed the decree, if any terms of compromise have not been complied by the opponent parties, the same has to be executed in the manner known to law.

6. Since this court already passed a compromise decree, it cannot be set aside without any valid ground. In the case on hand, no sufficient grounds urged by the applicant. If any party failed to comply the terms of compromise, the said decree/compromise has to be executed in the manner known to law and after recording the compromise, that too, after five years of filing of the application, without any valid ground, it cannot be set aside. If at all the respondent failed to comply with the order of the terms of the decree of compromise, then it is for the petitioners to execute the decree in the manner known to law and merely for non-compliance of the terms of the compromise,



the decree already passed based on the compromise, cannot be set aside.

Therefore, there are no valid ground to set aside the compromise arrived at between the parties and recorded by this court. This petition has no merits and hence, the same deserves to be dismissed. Accordingly, this Civil Miscellaneous Petition is dismissed. No costs.

19-02-2026

GV

Neutral Citation: Yes/No
Speaking/Non-speaking Order

To

P.T.Choudhary
S/o. P.L.N. Choudhary, A-1, Moti Valley, Trimulgharry,
Secunderabad



WEB COPY

CMP No. 15569 of 2025 in SA.No.677 of 2



P.DHANABAL, J.

GV

**CMP No. 15569 of 2025
in SA.No.677 of 2015**

19-02-2026