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BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: 26-10-2026

CORAM

THE HON'BLE MS.JUSTICE R. POORNIMA

CRP(MD) No. 2085 of 2023

CNR:{HCMD010904802023}

AND

CMP(MD) NO. 10428 OF 2023

David Raj

..Petitioner(s)

Vs

Chella

..Respondent(s)

PRAYER: J-36. Civil Revision Petition filed under Article 227 of Constitution of India, to call for the records relating to the impugned Fair and Decreetal Order dated 13.02.2023 passed in IA No.5 of 2022 in OS No.114 of 2019 on the file of the Subordinate Court, Sivakasi and to set aside the same by allowing this Civil Revision Petition.

For Petitioner(s): Mrs.S.Mahalakshmi

For Respondent(s): M/s.Subiksha

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Order

This civil revision petition is filed against the order dated 13.02.2023 passed in IA.No.5 of 2022 in OS.No.114 of 2019 on the file of the Subordinate Court, Sivakasi.

2. Pending civil revision petition, the matter was referred to the Mediation and Conciliation Centre with the consent of the parties. It is informed that both the parties have entered into a settlement and resolving the issues amicably among themselves before the Mediation and Conciliation centre attached to this Bench on 15.10.2026. The terms of Settlement Agreement has been reduced into writing and both the parties as well as their respective counsel signed the Settlement Agreement.

3. Before the Mediation and Conciliation Centre, the parties have arrived at settlement, dated 15.10.2026 which are as follows:-

"1.Disputes and differences had arisen between the Parties hereto and C.R.P.(MD).No.2085 of 2023 was filed on 07.08.2023 before the Honourable Madurai Bench of Madras High Court at Madurai.

2. The matter was referred to mediation / conciliation vide an order dated 28.09.2026 passed by The Honourable Mrs. Justice. R.POORNIMA.

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3. The parties agreed that Mr. M.Ashokkumar would act as their Mediator / Conciliator.

4. Several meetings were held during the process of Mediation/Conciliation from 30.09.2026 to 15.10.2026 and the parties have with the assistance of the Mediator / Conciliator voluntarily arrived at an amicable solution resolving the above mentioned disputes and differences.

5. The parties hereto confirm and declare that they have voluntarily and of their own free will arrived at this Settlement Agreement in the presence of the Mediatory / Conciliator.

6. The following settlement has been arrived at between the parties hereto:

i. The Petitioner/First Party, Davidraj, and the Respondent/Second Party, Chella, have amicably settled all their disputes arising out of the sale transaction between them. The settlement has been arrived at voluntarily, without any coercion or undue influence, with a view to bringing all disputes between the parties to an end.

ii. The parties state that the disputes arose out of the sale transaction between them, involving the alleged non-payment of the balance sale consideration and dishonour of cheques issued by the First Party. In S.T.C. No.4062 of 2010, the learned Judicial Magistrate, Sivakasi, by judgment dated 28.08.2015, convicted the First Party under Section 138 of the Negotiable Instruments Act and sentenced him to undergo simple imprisonment for one

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year and to pay compensation of Rs. 10,00,000/-, with a default sentence of simple imprisonment for six months. The said conviction was confirmed by the learned Additional District and Sessions Judge, Srivilliputtur, in C.A. No.86 of 2015, by judgment dated 26.11.2025. Further, in connection with the same transaction, Crime No.552 of 2015 was registered by the Thiruthangal Police Station for the alleged offence of cheating under Section 420 of the Indian Penal Code, culminating in C.C. No.738 of 2017 and the connected appeal in C.A. No.2 of 2025. In order to resolve the disputes arising out of the said transaction, the First Party has deposited a total sum of Rs.9,86,250/- before the respective Courts and has agreed to pay a further sum of Rs.65,000/- by Demand Draft, thereby bringing the total settlement amount to Rs.10,51,250/-, Both parties have agreed to settle their disputes on the terms of this Compromise Memorandum, subject to the orders of the competent Courts and in accordance with law.

iii.The parties acknowledge that the following proceedings arise out of the said transaction:

a. C.R.P.(MD). No.2085 of 2023 pending before this Honourable High Court, arising out of order dated in 13.02.2023 passed in I.A. No.5 of 2022 in O.S. No.114 of 2019 on the file of the Sub Court, Sivakası, Virudhunagar District,

b. Crl.R.C.(MD), No.1555 of 2025 pending before this Honourable High Court, arising out of order dated

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26.11.2025 passed C.A. No.86 of 2015, on the file of the Additional District and Sessions Judge, Srivilliputtur, Virudhunagar District, which arose out of order dated 28.08.2015 passed in S.T.C. No.4062 of 2010 on the file of the Judicial Magistrate Court, Sivakasi, Virudhunagar District, and

C. C.A. No.2 of 2025 pending before the Principal District and Sessions Judge, Srivilliputtur, Virudhungar District, arising out of order dated 25 11 2024 CC. No.738 of 2017 on the file of the Learned Judicial Magistrate No.II, Sivakasi, Virudhunagar District in connection with Crime No.552 of 2015 dated 09.09.2015 registered by the Thiruththangal Police Station, Virudhunagar District

iv. The First Party, Davidraj, has deposited a sum of Rs.7,36,250/- in CA. No.86 of 2015 before the learned Additional District and Sessions Judge, Srivilliputtur, vide Challan Nos 20221202007273 dated 12.12.2022 for Rs.5,00,000/- and 20230302036667 dated 02.03.2023 for Rs 2,36,250/- He has also deposited Rs.2,50,000/- before the learned Judicial Magistrate No.I, Sivakasi, vide Receipt No.241516 dated 07.01.2026. Thus, a total sum of Rs.9,86,250/- has already been deposited by the First Party.

v. The First Party further agrees to pay a sum of Rs.65,000/- (Rupees Sixty-Five Thousand only) to the Second party by way of Demand Draft at the time of recording the settlement. Accordingly, the total settlement

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amount shall be Rs.10,51,250/- (Rupees Ten Lakhs Fifty-One Thousand Two Hundred and Fifty only), inclusive of the amounts already deposited and any interest accrued thereon.

vi. The Second Party, Chella, acknowledges the amount deposited by the First Party and agrees to accept the same, together with the balance settlement amount of Rs.65,000/- payable by way of Demand Draft, towards full and final settlement of all monetary claims arising out of the disputed transaction.

vii. The First Party, Davidraj, has no objection to the Second Party withdrawing the amounts already deposited before the respective Courts, together with any interest accrued thereon, subject to the orders of the competent Courts. Upon receipt of the entire settlement amount, the Second Party shall have no further monetary claims against the First Party in respect of the said transaction

viii. The second party/respondent agrees to withdraw the amounts deposited before the respective Courts, together with any interest accrued thereon. Thereafter the Second Party/Respondent, Chella, agrees to pay the mortgage loan amount borrowed by the First Party/Petitioner, as claimed by the Branch Manager of The Katholic Siriyan Bank, Thrissur, in E.P. No.26 of 2023, and to take necessary steps to close the said Execution Petition by paying any additional amount payable by her, which is presently pending adjudication

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in E.P. No.26 of 2023 on the file of the learned Subordinate Judge, Sivakasi. The First Party/Petitioner, Davidraj, shall extend his full cooperation for redeeming the said mortgage and coordinating with the concerned bank for the release and handover of the original title deeds to the Second Party/Respondent. Simultaneously, during the proceedings for closure of the aforesaid E.P. No.26 of 2023, if the presence of the Second Party, Chella, is required before the competent Court in C.A. No.2 of 2025, she undertakes to appear before the Court, sign and cooperate in filing the necessary petition under Section 320 of the Code of Criminal Procedure, 1973, for compounding the compoundable offence involved in the said case, and extend her cooperation for obtaining appropriate orders in accordance with law.

ix. In view of the compromise arrived at between the parties, the Second Party, Chella, has agreed to settle the dispute in O.S. No.114 of 2019 by accepting the total settlement amount of Rs.10,51,250/-. She has no objection to placing this Compromise Memorandum along with the Mediation Report before the competent court in O.S. No.114 of 2019 and agrees not to pursue the proceedings further in terms of this settlement. Accordingly, the parties jointly pray that C.R.P.(MD). No.2085 of 2023 may be disposed of in terms of this Compromise Memorandum and appropriate orders may be passed. Both parties undertake to abide by the terms of the settlement and cooperate in giving effect to the same.

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x. The Second Party, Chella, has no objection to placing this Compromise Memorandum along with the Mediation Report before the competent Court in CA.No 2 of 2025 and jointly requests that the settlement be taken on record and appropriate orders be passed in accordance with law. The parties further agree to take necessary steps in Crl.R.C.(MD). No.1555 of 2025 in terms of this settlement, subject to the orders of the competent court.

xi. Both parties undertake to comply with the terms of this settlement in good faith and agree not to initiate or pursue any further claims against each other arising out of the settled transaction, except for enforcing the terms of this settlement or as otherwise permitted by law.

xii. Both parties declare that they have voluntarily entered into this settlement after fully understanding its terms and consequences, and jointly request the competent Courts to record this Compromise Memorandum along with Mediation Report and pass appropriate orders in accordance with law.

7. By signing this Agreement the parties hereto state that they have no further claims or demands against each other with respect to C.R.P.(MD).No. 2085 of 2023 and all disputes and differences in this regard have been amicable settled by the Parties hereto through the process of Conciliation / Mediation.

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4. Accordingly, the Civil Revision Petition is disposed of in terms of the Mediation Report (Settlement Agreement dated 15.10.2026) entered between the petitioner and the respondent herein. The Mediation Report/Settlement Agreement dated 15.10.2026 shall form part and parcel of the decree. No costs. Consequently, connected miscellaneous petition is closed.

26-10-2026

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

Note : Issue order copy on 26.10.2026

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Copy to

The Subordinate Court,
Sivakasi.

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R.POORNIMA J.
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