

IN THE COURT OF THE DISTRICT JUDGE, KARUR

PRESENT: THIRU.K.H.ELAVAZHAGAN, B.Sc., M.L.,

DISTRICT JUDGE, KARUR.

Thursday, the 11th day of June 2026

ORIGINAL SUIT No.111/2023

(CNR No.: TNKR-01-001138-2023)

P.Thangarasu

... Plaintiff

/ Vs /

M.Sathyamoorthy

... Defendant

This suit is coming on 11.06.2026 before me for final hearing in the presence of Thiru.A.Annathurai, Counsel appearing for the Plaintiff and Thiru.P.Saravanan, counsel appearing for the defendant, when the matter is posted for settlement, soc memo filed by the plaintiff counsel and upon hearing both side and on perusing case records this Court delivers the following:-

JUDGMENT

The suit is filed by the plaintiff against the defendant a) As per the registered sale agreement between the plaintiff and the defendant dated 21.02.2020 the defendant should receive the remaining purchase price of Rs.25000/- (Rupees Twenty Five Thousand Only) from the plaintiff within the specified time limit and transfer the claim property to the plaintiff, in case of default, the plaintiff should be ordered to deposit the remaining purchase price of the claim property in the court and on that basis, the court itself should order the transfer of the claim property, (or) b) The

alternative remedy sought by the plaintiff is to order the defendant to pay the plaintiff the purchase advance amount of Rs.8,00,000/- as per the purchase agreement deed interest rate of 18% for 3 years (20.02.2023) from the date of purchase agreement Rs.12,32,000/- c) Order made in favour of the plaintiff on the change over on the property in question, and cost and for other reliefs.

2. The suit has been taken on file by this Court on 11.04.2023 and posted to 12.07.2023 for service of notice to the defendant. On 12.07.2023 summon served, advocate Thiru.P.Saravanan, filed vakalath for the defendant. On 11.10.2023 written statement filed. On 25.04.2025 issues framed. On 24.06.2025 PW1 examined and Ex.A1 to Ex.A6 were marked. On 07.07.2025 PW1 present, at request of defendant cross of PW1 by 16.07.2025, The PW1 spent money for bus is Rs.100/- for the past 3 hearing the PW1 is coming to this court. Hence cost of Rs.500/- to be paid to the PW1. On 16.07.2025 PW1 present, cost paid to this effect memo filed, PW1 cross examined, at request of plaintiff, plaintiff side further witness. On 28.07.2025 Plaintiff side further witness defendant counsel filed memo that the matter is amicably settled between the parties, hence may sent this case to mediation centre for settlement plaintiff counsel endorsed as no objection to that memo, memo recorded, hence this case is referred to District Mediation Centre. On 22.10.2025 mediation report received, mediation completed, no agreement was reached, for plaintiff side further witness. On 03.11.2025 witness batta paid. On 29.01.2026 Plaintiff side evidence closed. On 10.02.2026 Defendant filed memo that this case may be referred to mediation centre, Karur for amicable settlement memo recorded, hence this case is

referred to District Mediation Centre, Karur. On 11.06.2026 when the case is posted for settlement, the plaintiff counsel has filed a SOC memo stating that:-

“It is humbly submitted that this memo filed by the plaintiff side the above said suit mater settled in both parties in out of court this above said suit amount received by the plaintiff in full satisfaction of the defendant directly.

Hence, this memo may be recorded and the above said Suit court fees paid by the plaintiff side may be refunded as per the rule”.

3. The above soc memo has been signed by the plaintiff and his counsel. However, on perusal of soc memo, the plaintiff is inclining not to proceed the case as the matter has been settled out of Court. The soc memo has been recorded. Therefore, this Court has no impediment to dismiss the suit as settled out of Court.

4. With regard to the prayer of the plaintiff to refund court fee paid on the plaint to the plaintiff.

69. Refund on Settlement before hearing:-

Whenever any suit is dismissed as Settled out of Court before any evidence has been recorded on the merits of the claim, entire amount of all fees paid in respect of the claim or claims in the suit shall be ordered by the Court to be refunded to the parties by whom the same have been respectively paid.

Hence, the reading of the above provision and as per the prayer of the plaintiff that it is just and proper to allow the prayer of refund of full court fee.

The plaintiff counsel filed a SOC memo and recorded.

5. Judgment pronounced in open court, In the result, the suit is dismissed as Settled Out of Court and it is ordered that full court fee is to be refunded to the plaintiff as per section 69 of Tamilnadu Court Fee Amendment Act 2017.

Dictated to the Steno Typist, typed by them directly on Computer, corrected and pronounced by me in the open court on the 11th day of June 2026.

**Sd/- K.H.Elavazhagan,
DISTRICT JUDGE,
KARUR.**

**DISTRICT COURT,
KARUR**

O.S. No.111/2023

Dated : 11.06.2026

DRAFT / FAIR JUDGMENT

Specific Performance - (S.O.C.)
