

C.S.No.761 of 1990**PUSHPA SATHYANARAYANA.J**

The suit is filed by the Plaintiff-Trust for delivery of vacant possession of the suit properties after removing the superstructure thereof and also prayed for damages.

2. The above suit was referred to the Tamil Nadu Mediation and Conciliation Centre, attached to this Court, for arriving at an amicable settlement. Before the Mediation Centre, the plaintiff and the 11th defendant had entered into a Memorandum of Compromise dated 20.06.2019, wherein, it has been agreed as follows:

"1) The Plaintiff in C.S.No.761 of 1990 and R.A.No.485 of 2009 is hereafter referred to as "Charities". The Charities is represented by Sri.K.V.Jayaraman, its Secretary and authorized person by the Charities.

2) The Defendant in C.S.No.761 of 1990 and R.A.No.485 of 2009 is hereafter referred to as "Protos Engineering Co. Pvt Ltd." and is represented by Mr.V.Premraj, it's Associate Vice-President.

3) The Charities is the absolute owner of the suit schedule property in C.S.No.761 of 1990 and M/s.Protos Engineering Co.Pvt. Ltd., hereby acknowledges the Charities absolute title to the schedule property and its right of possession thereof.

4) In these circumstances and in terms of the Orders of the Hon'ble High Court dated 19.11.2018, in **R.A.No.485 of 2009** discussion were held before the Tamilnadu Mediation Centre on 26.2.2019 and 6.3.2019 and discussed the possibilities of giving a Quietus to the dispute.

5) Accordingly the Parties have mutually agreed to come for a compromise as under:

a) M/s.Protos Engineering Co. Pvt. Ltd., will pay the Charities the past Arrears of Rent of Rs.7,02,555/- (Rupees Seven Lakhs, Two Thousand Five Hundred and Fifty Five only) as per the details furnished in their letter dated 11.2.2019 on or before 20.4.2019 and further Rent due from the months of **October 2018 to March 2019** (for a period of six months at Rs.20,000/- per month after deducting TDS, in **one lump sum** but without adjusting Property-Tax and Water-Tax which will be paid by the Charities.

b) M/s.Protos Engineering Co. Pvt. Ltd., agrees to pay a monthly Rent of Rs.31,250/- (Rupees Thirty one Thousand, Two hundred and fifty only) plus GST as applicable from time to time (Rs.3,75,000/- per annum) on and **from 1st April 2019 to 31st March 2021.**

c) M/s.Protos Engineering Co. Pvt.Ltd., also agrees to pay a further future Rent of Rs.35,937/- per month plus GST as applicable (Increase of Rent by 15% on Rs.31,250/-) for the period from **1.4.2021 to 31.3.2023.**

d) M/s.Protos Engineering Co. Pvt.Ltd., also agrees to pay further increase of Rent by 15% (fifteen percent) on and from 1.4.2023 to 31.3.2025 at Rs.41,328/- plus GST as applicable.

e) The Charities agrees to pay the Property – Tax and Water – Tax and Sewerage – Tax to the appropriate authorities in respect of the aforesaid property and also agrees to do **MAJOR** repair works, if any.

f) M/s.Protos Engineering Co. Pvt.Ltd., agrees to issue necessary "No Objection Letter" to get back the amount so far paid as Rent and deposited in the Credit of C.S.No.761 of 1990 in the High Court of Madras enabling the Charities to realise it.

g) M/s.Protos Engineering Co. Pvt.Ltd., also agrees to consider the request of the Plaintiff to pay an **Interest Free Refundable Rental Advance for Six months at Rs.31,250/-** totaling to Rs.1,87,500/- (Rupees One Lakh Eighty Seven Thousand and Five Hundred only).

h) Both the parties agrees to enter into an Agreement for the period of four (4) years initially and further renewed for further four (4) years subject to the Terms and Conditions agreed on mutual terms.

i) Whatever further conditions orally agreed by and between the Parties and not found in this Compromise Memo will also be incorporated in the Lease agreement on mutual terms which will bind on the parties."

3. Before the Mediation centre, there was also a Memorandum of Compromise dated 20.06.2019 entered into between the plaintiff and the 13th defendant, wherein, it has been agreed as follows:

1) The Plaintiff in C.S.No.761 of 1990 is hereafter referred as "Charities". The Charities is represented by Sri.K.V.Jayaraman, its Secretary and authorized person by the Charities.

2) The 13th Defendant in C.S.No.761 of 1990 is hereafter referred to as "M/s. Refrigerator and Home appliances (P) Ltd, (RAHA) and is represented by Mrs.Kala Ramanathan, Commercial Manager.

3) The Charities is the absolute owner of the suit schedule property in C.S.No.761 of 1990 and "M/s. Refrigerator and Home appliances (P) Ltd, (RAHA) hereby acknowledges the Charities as absolute title holder of the schedule property and its right of possession thereof.

4) Discussions were earlier held before the Tamilnadu Mediation Centre on 3.6.2019 and discussed the possibilities of giving a Quietus to the dispute long pending.

5) Pursuant thereto the Charities and "M/s. Refrigerator and Home appliances (P) Ltd, (RAHA) have jointly agreed and accepted to settle the dispute amicably by way of executing a fresh Lease Agreement. Broadly, the Terms of the Lease Agreement to be executed are as follows:

a) As the 13th Defendant has already paid the Rent for the premises occupied by them up to September 1990 in the hands of the erstwhile sub-lessees late Mr.K.S.Srinivasan and Mr.V.Mohan Rao and expressed their willingness to pay the aforesaid Rent to the Plaintiff as affirmed in the Memo filed by the 13th Defendant in C.S.No.761 of 1990 on 11.11.2003, the Plaintiff agrees to accept the Arrears of Contractual Rents for the premises (comprising both Land and Building) No.157, Anna Salai, Chennai – 600 002 and (2) No.158, Anna Salai, Chennai – 600 002 for the period from October 1990 to 31st March 2019 however subject to deduction of TDS and after adjusting the Property – Tax and Water and Sewerage Tax paid to the Competent Authorities duly furnishing the details thereof as detailed below:

Door No.157, Anna Salai, Chennai - 600 002 (Area : 3100 Sq.ft)	
October 1990 to December 1990 Three (3) Months at Rs.4,000/- per month	12,000/-
From 1.1.1991 to December 2002 12 years i.e. 144 months at Rs.4,000/- per month	5,76,000/-
From 1.1.2003 to 31 st March 2003 3 months at Rs.4,000/- per month	12,000/-
1.4.2003 to 31.3.2019 16 years i.e. 192 months at Rs.5/- per Sq. ft (5 x 3100 - 15,500/- per month)	29,76,000/-
Total	35,76,000/-
Door No.158, Anna Salai, Chennai - 600 002 (Area : 1,230 Sq.ft.)	
October 1990 to December 1990 Three (3) Months at Rs.2,000/- per month	6,000/-
From 1.1.1991 to December 2002 12 years i.e. 144 months at Rs.2,000/- per month	2,88,000/-
From 1.1.2003 to 31 st March 2003 3 months at Rs.2,000/- per month	6,000/-
1.4.2003 to 31.3.2019 16 years i.e. 192 months at Rs.10/- per Sq. ft (10 x 1,230 - 12,300/- per month)	23,61,600/-
Total	26,61,000/-

Amount to be paid to the Charities after deduction of Property - Tax,
Water - Tax paid:

Door No.157, Anna Salai, Chennai – 600 002			
Total Amount payable		35,76,000/-	
		-	
Less:			
Amount paid toward Property - Tax	7,67,310/-		
Amount paid to C.M.W.S.S. Board Water – Tax	17,95,099/-		
Total	25,62,409/-	25,62,409/-	
	Balance	10,13,591/-	10,13,591/-
Door No.158, Anna Salai, Chennai 600 002			
Total amount payable		26,61,600/-	
Less:			
Amount paid toward Property - Tax	9,44,027/-		
Amount paid to C.M.W.S.S. Board Water – Tax	4,97,953/-		
Total	14,41,980/-	14,41,980/-	
	Balance	12,19,620/-	12,19,620/-
			22,33,211/-
Less : Cheque deposited on 28.8.2002 to High Court **			50,000/-
			21,83,211/-
Less : T.D.S. at 10%			2,18,321/
NET AMOUNT PAYABLE			19,64,890/-

** By cheque No.497821 date 28.8.2002 drawn on Indian Overseas Bank, Chennai in favour of Registrar of the High Court.

b) In view of the Compromise reached the Plaintiff also agrees to accept the aforesaid Rental Arrears of Rs.19,64,890/- (Rupees Nineteen Lakhs Sixty Four Thousand Eight Hundred and Ninety only) for the entire premises viz., No.157 and 158, Anna Salai, Chennai – 600 002 for the period from 1st October 1990 to 31.3.2019 after deducting TDS of Rs.2,18,321/- payable in equal Five installments of Rs.3,92,978/- (Rupees Three Lakhs, Ninety Two Thousand, Nine Hundred and Seventy Eight only) commencing from 1st July 2019 by a crossed cheque in favour of Dharmamurthi Rao Bahadur Calavala Cunnan Chetty's Charities.

6) The Plaintiff also agrees to pay hereafter the Property – Tax, Water and Sewerage Tax in respect of the premises No.157 and 158, Anna Salai to the Competent Authorities on and from 1st April 2019 and also agrees to do MAJOR Repair works, if any. However, the Water Charges have to be paid as usual by the Tenant themselves.

7) M/s.Refrigerator and Home Appliances (P) Ltd. (RAHA) agrees to pay a monthly Rent of Rs.15,990/- (Rupees Fifteen Thousand, Nine Hundred and Ninety only) plus GST at 18% on and from 1st April 2019 for a period of three years up to 31.3.2022 calculated at Rs.13/- per Sq.ft (which works out to Rs.15,990/- plus GST) giving a marginal increase from the amount of Rs.10/- fixed per Sq.ft, in the year 2003 in respect of 158, Anna Salai, Chennai – 600 002 (Plinth Area of 1,230 Sq.ft)

8) M/s.Refrigerator and Home Appliances (P) Ltd. (RAHA) also agrees to pay the monthly Rent plus GST at 18% on and from 1st April 2019 for a period of three years up to 31.3.2022 calculated at Rs.8/- per Sq.ft (which works out to Rs.24,800/- (Rupees Twenty Four Thousand and Eight Hundred only plus GST) giving a very reasonable increase from the amount of Rs.5/- per sq.ft fixed in the year 2003 in respect of No.157, Anna Salai, Chennai – 600 002 (Plinth Area of 3100 Sq.ft.)

9) M/s.Refrigerator and Home Appliances (P) Ltd. (RAHA) also agrees to issue necessary No Objection letter to get back the amount of Rs.50,000/- (Rupees Fifty Thousand only) so far paid as Rent and deposited in the Credit of C.S.No.761 of 1991 in the High Court of Madras enabling the Charities to realize it.

10) The Charities tentatively agree to accept the amount of Rs.40,04,389/- (Rupees Forty Lakhs, Four Thousand, Three Hundred and Eighty Nine only) deducted from the Rent payable to them towards the amount paid to Corporation of Chennai and to the C.M.W.S.S. Board subject to scrutiny of Bills produced by M/s.Refrigerator and Home Appliances (P) Ltd. (RAHA) with other records which requires some time and if any discrepancies are found later, the amount so deducted is liable to be refunded by RAHA however subject to verification and confirmation.

11) Both the parties agree to enter into an Agreement for the period of Three years initially and renewal for further periods subject to the Terms and Conditions agreed on mutual terms.

12) Whatever further conditions amicably agreed by and between the parties and not found in the Compromise Memo will also be incorporated in the Lease Agreement on mutual terms which will bind on the parties.

3. The plaintiff and the 11th defendant and their respective counsels have signed in the Memo of Compromise. The plaintiff and the 13th defendant and their respective counsels have signed in the Memo of Compromise. The above said terms of Memos of Compromise are recorded.

4. It is stated by the learned counsel for the plaintiff that since the defendants 11 and 13 have settled the matter before the Mediation centre, the other defendants are also willing to settle the matter with the plaintiff. Hence, the matter may be referred to the Tamil Nadu Mediation and Conciliation Centre, High Court, Madras.

5. The Registry is directed to place this matter before the Mediation Centre on 18.07.2019 and the mediation report shall be placed before this Court on 22.07.2019.

6. The Registry is directed to print the name of Ms.Madhuri Donti Reddy as learned counsel for the plaintiff and post the matter on 22.07.2019.

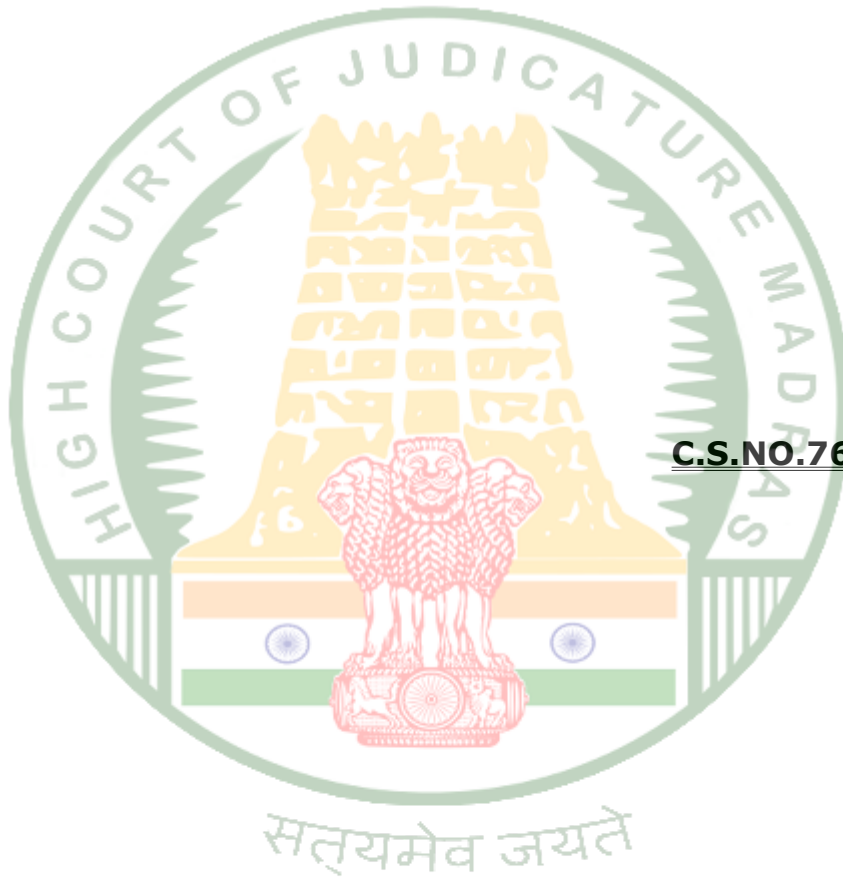
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