

Â4ITEM NO.103
PART-HEARD

COURT NO.9

SECTION XII

S U P R E M E C O U R T O F I N D I A
RECORD OF PROCEEDINGS

CIVIL APPEAL NOS.6889-6890 OF 1999

RAJAM GOPALKRISHNAN Appellant(s)

VERSUS

KUMUDAM & ANOTHER Respondent(s)

(with office report)

WITH CIVIL APPEAL NO.6891/1999

Date: 20/04/2005 These Appeals were called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE ASHOK BHAN
HON'BLE MR. JUSTICE A.K.MATHUR

For Appellant(s)Mr. P. Krisnamoorthy, Sr. Adv.
Mr. R. Nedumaran, Adv.
Mr. M.J. Gunasekaran, Adv.
Mr. V.Sundararaj, Adv.

For Respondent(s)Mr. V. Balachandran, Adv.

UPON hearing counsel the Court made the following
O R D E R

Appeal is disposed of in terms of the signed order.

(Parveen Kr. Chawla)

(Kanwal Singh)

Court Master

Court Master

[Signed Order is placed on the File]

IN THE SUPREME COURT OF INDIA
CIVIL APPELLATE JURISDICTION

CIVIL APPEAL NOS.6889-6890 OF 1999

Rajam Gopalkrishnan..Appellant

Versus

Kumudam & Another..Respondents

WITH

CIVIL APPEAL NO.6891 OF 1999

O R D E R

Rajam Gopalkrishnan, the original defendant-appellant (hereinafter referred to as the 'Appellant'), had agreed to sell the suit property bearing Plot No. 187, Door No.46, West C.I.T. Nagar, Madras to Kumudam, plaintiff-respondent (hereinafter referred to as the 'Respondent') for a sum of Rs.2,05,000/-, out of which Rs.25,000/- was paid and the remaining amount of Rs.1,80,000/- was to be paid at the time of execution of the sale deed within three months. As the appellant did not execute the sale deed, the respondent filed a Suit for specific performance of the agreement of sale being C.S. No. 280 of 1981. Appellant also filed a suit to deliver back the title deeds relating to the suit property being C.S. No.44 of 1985.

Trial Court decreed the suit for specific performance filed by the respondent and dismissed the suit filed by the appellant seeking return of the title deeds.

Aggrieved against the judgment and decree of the trial court, the appellant filed two separate appeals in the High Court. High Court dismissed both the appeals but directed the proposed vendee, respondent herein, to pay a sum of Rs.8,00,000/- in addition to the sale consideration of Rs.2,05,000/- because the suit property is situated in a posh locality in Madras and both the parties agreed before the High Court that the cost of the land has gone up steeply and the land is worth several millions.

Aggrieved against the judgment and decree passed by the High Court the present appeals have been filed.

Parties have entered into a compromise and a written compromise duly signed by all the parties and authenticated by their respective counsel has been filed in the Court which is taken on record and marked as 'Exhibit C1'. As per this compromise, the appellant has agreed to execute the sale deed in favour of the respondent on receipt of rupees ten lacs over and above the sum of rupees two lacs and five thousand and the interest accrued thereon. The terms of the compromise are as under and made a part of this order:

.....During the hearing of the appeals on 31-03-2005 in the Court, the first party has expressed her willingness to withdraw both her appeals, if the second party is ready to pay a sum of Rs. 10 lakhs more and above Rs.2,05,000/- the sale consideration. The first party further offered to give an undertaking that on receipt of above additional sum of Rs.10 lakhs (Rupees Ten lakhs).

(1) She will vacate and give vacant possession of the Western portion in the Ground Floor of the suit property in her occupation.

The Eastern portion in the Ground Floor is in the occupation of the tenant Mr. K.Ravikumar s/o Krishnamoorthy.

On the First Floor the Western portion is in the occupation of the tenant Mr. A.Gopal, s/o A. Venkatakrisnan.

On the first floor the Eastern portion occupied by tenant Mr. Kanakaraj s/o Periaswamy.

On the Second Floor a small structure to put up during the pendency of the proceedings which is now in the possession of tenant Mr. Attralarasu.

She will give a letter to all the four of her tenants who are occupying the Ground Floor, First Floor and Second Floor to attorn the tenancy in favour of the Second party before the execution of the sale deed and also direct them to pay the rents to the second party.

The Second party by this memo of compromise has agreed to the above terms and conditions. The second party will pay the additional sum of Rs.10 lacs (Rupees Ten lacs) within three months from the date of judgment to be passed by this Hon'ble Court.

The Second party will purchase the stamp paper at her cost and get the sale deed executed at her cost.

The Second party by this compromise has no objection for the first party to withdraw the deposits of Rs.1,80,000/- made by the Second party in the C.S. No. 280 of 1981 and the deposit of Rs.25,000/- made by the First party in C.S. No.44 of 1985.

In case the Second party failed to pay the additional sum of Rs.10,00,000/- (rupees Ten lacs) within three months stipulated in this memo of compromise, the above appeals in C.A. No.6889 a

nd 6890 of 1999 filed by the first party shall stand allowed and the suit in C.S. No.44 of 1985 filed by the first party shall stand decreed and the suit in C.S. No.280 of 1981 filed by the second party for specific performance shall stand dismissed.

Accordingly, these appeals are disposed of in terms of the compromise, reproduced above. Respondent shall pay a sum of Rupees Ten Lacs over and above the sale consideration of Rs.2.05 lac s within three months as stipulated in the memo of compromise. The sum of Rs.1,80,000/- which was deposited by the respondent under the orders of the Court shall be paid to the appellant along with the interest accrued thereon. On receipt of the aforesaid amount, the appellant shall execute the sale deed in favour of the respondent and the registration and other expenses shall be borne by the respondent. Appellant shall also handover possession of the suit property as per undertaking given in the memo of compromise.

Appeals are disposed of in terms of the compromise. No costs.

.....J.
[ASHOK BHAN]

NEW DELHI;.....J.
APRIL 20, 2005[A.K. MATHUR]