

IN THE SUPREME COURT OF INDIA
CIVIL APPELLATE JURISDICTION

CIVIL APPEAL NO. 4535 OF 2013

P.K.MANI APPELLANT

VERSUS

G.V.RADHAKRISHANAN RESPONDENT

O R D E R

1. This is a plaintiff's appeal challenging the Judgment dated 29.03.2012 passed by the High Court whereunder the suit for specific performance of Sale Agreement dated 03.10.1995, which had been decreed by the trial court and reversed by the appellate court, came to be affirmed.

2. As ordered by this Court the mediation has been conducted by the learned senior member of this Bar and the settlement entered into between the parties has been placed on record. The terms of the settlement as agreed to between the parties are as under:

“2.1 The parties agree that this settlement shall constitute a full and final resolution of all disputes, civil and criminal arising between them in relation to the subject property forming the basis of O.S. No. 270 of 2000 / O.S. No. 523 of 2004 and subsequent proceedings.

2.2 The appellant is willing to give up his claim for specific performance and the respondent is willing to compensate him by paying a sum of Rs.67,00,001/- (Rupees Sixty-Seven Lakhs and One Rupee only).

2.3 The appellant agrees to vacate and hand over the vacant possession of the suit premises to the respondent on 30.01.2026, by duly handing over the keys and physical possession to the respondent or his authorized representative.

2.4 The respondent agrees to pay the above-mentioned sum of Rs.67,00,001/- (Rupees Sixty-Seven Lakhs and One Rupee only) to the appellant, by way of a Demand Draft, at the time of handing over of keys and vacant possession to him or his authorized representative.

2.5 Both parties shall request the Hon'ble Supreme Court to treat Crl. RC 301 of 2022 filed by the respondent against the Appellant pending before the Hon'ble High Court of Judicature at Madras as withdrawn and thus terminate the said proceedings.

2.6 The appellant shall be entitled to withdraw the sum of Rs.11,50,000/- (Rupees Eleven Lakhs Fifty Thousand only), along with the accrued interest thereon, presently lying in FDR No. A170804501400670 maintained with Indian Overseas Bank, District Court Branch, Coimbatore, standing to the credit of O.S. No.270 of 2000 / O.S. No.523 of 2004.

2.7 The Respondent hereby gives full and unconditional consent to the Appellant to withdraw the aforementioned Fixed Deposit Receipt (FDR) amount along with all accrued interest, with immediate effect. The Respondent also consents to the Appellant withdrawing any other amounts standing to the credit of O.S. No. 270 of 2000 and O.S. No. 523 of 2004, as detailed in the Clause 1.7 above, after handing over vacant possession of the suit property.

2.8 Accordingly, the balance amount whatever it may be, lying to the credit of O.S. No. 270 of 2000 and O.S. No. 523 of 2004, together with all accrued interest thereon shall be withdrawn by the Appellant from the Court.

2.9 Both parties jointly request that the Hon'ble Supreme Court may be pleased to direct that the above said FDR No. A170804501400670 maintained with Indian Overseas Bank, District Court Branch, Coimbatore be transferred to the account of the Fourth Additional District Judge, Coimbatore in O.S. No. 523 of 2004, to facilitate the withdrawal by the appellant in accordance with law.

2.10 The Respondent expressly waives any requirement of prior notice to himself or to his counsel at the time of withdrawal of the entire amounts lying to the credit of O.S. No. 270 of 2000 and O.S. No. 523 of 2004, together with all accrued interest thereon. The Respondent further undertakes not to raise any objection before the Trial Court or the concerned bank in respect of such withdrawal.

2.11 The appellant hereby confirmed that he has enjoyed the property free of rent from May 2013 till the date of this agreement from the respondent. “

3. Both the parties are present before the court virtually and they are identified by their respective learned advocates. Both the parties would admit that they have agreed to the terms of the settlement voluntarily without any force, threat, coercion or inducement. They also state that they have understood the terms of the settlement which is in English language and contents of the

same was also explained to them by their respective learned advocates in vernacular language and only after having understood the contents thereof they have voluntarily affixed their signatures. The learned advocates appearing for the both the parties in token of having identified the parties have also affixed their signatures to the memorandum of settlement.

4. In the light of settlement arrived at, placing the same on record, the appeal stands disposed of accordingly.

5. The Registry is directed to draw the decree in terms of the settlement as noted hereinabove. The amount in deposit before the trial court is ordered to be paid to the appellant-plaintiff and same be transmitted to the account of the plaintiff on furnishing of the bank details or in the alternative to cheque be issued in favour of the plaintiff by proper identification by the trial court.

6. All pending matters between the parties stand disposed of. Both the parties are at liberty to place this order before the respective courts for consigning the pending cases/matters, if any, to records. No orders as to costs or in other words both the parties to bear the respective costs.

7. Pending application(s), if any, shall stand disposed of.

.....J.
(ARAVIND KUMAR)

.....J.
(PRASANNA B. VARALE)

New Delhi;
April 20, 2026.

ITEM NO.43

COURT NO.14

SECTION XII-B

S U P R E M E C O U R T O F I N D I A
R E C O R D O F P R O C E E D I N G S

Civil Appeal No(s). 4535/2013

P.K.MANI

Appellant(s)

VERSUS

G.V.RADHAKRISHANAN

Respondent(s)

Date : 20-04-2026 This appeal was called on for hearing today.

CORAM : HON'BLE MR. JUSTICE ARAVIND KUMAR
HON'BLE MR. JUSTICE PRASANNA B. VARALE

For Appellant(s) : Mr. B Ragnath, Adv.
Mrs. Udaya PS Menon, Adv.
Mrs. NC Kavitha, Adv.
Ms. Nimisha Thomas, Adv.
Mr. Vijay Kumar, AOR

For Respondent(s) : Mr. Krishna Kumar Rs, Adv.
Mr. Rajesh Kumar, AOR
Mr. Vinod Kumar, Adv.
Mr. Praveen Agnihotri, Adv.
Mr. Rahul Kroshna, Adv.
Mr. Siddharth Singh, Adv.
Mr. Rajkumar Prasad, Adv.

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

1. Civil Appeal is disposed of in terms of the Signed Order placed on the file.

2. Pending application(s), if any, shall stand disposed of.

(RASHI GUPTA)
COURT MASTER (SH)

(AVGV RAMU)
COURT MASTER (NSH)