

ITEM NO.13

COURT NO.11

SECTION XI-A

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

Petition(s) for Special Leave to Appeal (C) No(s). 6385-6388/2017

(Arising out of impugned final judgment and order dated 23-06-2016 in RSA No. 660/2007 23-06-2016 in RSA No. 661/2007 23-06-2016 in RSA No. 662/2007 23-06-2016 in RSA No. 663/2007 passed by the High Court Of Kerala At Ernakulam)

S. SURESH & ORS.

Petitioner(s)

VERSUS

SULEKHA .(DEAD) & ORS.

Respondent(s)

Date : 30-08-2022 These petitions were called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE DINESH MAHESHWARI
HON'BLE MS. JUSTICE BELA M. TRIVEDI

For Petitioner(s) Dr. K.P. Kylasanatha Pillay, Sr. Adv.
Mr. Sajith. P, AOR
Mr. Jugul Kishor Gupta, Adv.

For Respondent(s) Mr. Rajeev Mishra, Adv.
Mr. Sanand Ramakrishnan, AOR

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

We have received a report from the Kerala State Mediation and Conciliation Centre dated 25.03.2022, with a Memorandum of Settlement.

Learned counsel for the parties are *ad idem* that the parties have amicably resolved all their disputes and have either taken steps or shall be taking steps in terms of the settlement agreement.

The terms of the settlement, as contained in the Memorandum of Settlement, read as under:

"1. The Petitioners have filed the aforementioned Special Leave Petition challenging common judgment/ final order passed by the Hon'ble High Court of Kerala at Ernakulam dated 23.06.2016 in RSA No: 660 of 2007, 661 of 2007, 662 of 2007 & 663 of 2007.

2. The parties have pursuant to discussions/ deliberations, arrived at an amicable settlement of their disputes on the following terms and conditions:

i. Petitioners agreed to relinquish all claims arising out of the present Special Leave Petition relating to the Plaint Schedule Property, upon the Respondent (Mrs Minikumari) paying an amount of Rs. 6,00,000/- by way of Bankers Cheque issued by State Bank of India bearing No: 309207 drawn in the name of Sri Raju.S.

Petitioners were ad idem regarding the Banker's cheque being drawn in the name of Sri Raju.S and upon realisation of the amount from the bank, agree to, not stake any independent claim in relation to the same at a future date. The amount of Rs. 6,00,000/- represents the full and final amount in consideration of the settlement aforementioned.

ii. Petitioners undertake to surrender vacant possession of the land and building comprised in the Plaint Schedule Property within a period of 3 months from today. The petitioners undertake that the electricity connection in respect of the Mill will be transferred in their name or may be cancelled.

iii. Petitioners agree to remove the machineries (relating to flour mill), within the period of 3 months agreed by the parties by virtue of clause 2 (ii), subject to the Petitioners giving a prior intimation to the Respondent (Mrs Minikumari on her Mobile Phone Number viz. 9446342779 regarding the date and time of removal of machineries. Petitioners further agree and undertake to take all precautions while removing the machineries, so as not to cause any collateral damage to the building and agrees to indemnify the Respondents in the event of damage. The respondents agree not to obstruct the movement of the machineries. In default of the above mentioned 3 months time the petitioners have no claim over the said machinery.

iv. The petitioners agree not to raise any objection in relation to the mutation proposed to be effected by the respondent in respect of the D and E Schedule property mentioned in OS.No.354/1999.

3. The above-mentioned settlement shall be binding on the parties, their family members, relatives, assignees in business, franchisees, licensees, dealers and agents for all times to come.

PRAYER:

4. In view of the above, the present memo of compromise be recorded and a decree be passed in terms of:

i. Para 2 as above;

Dated this the 24th day of March, 2022."

Taking note of the submissions made *ad idem* by the learned counsel for the parties and the terms of settlement, we are satisfied that the parties have resolved all their dispute by a lawful compromise; and it is just and appropriate to dispose of the civil suits forming the subject-matter of these petitions in terms of the settlement aforesaid.

Therefore, the terms of settlement are accepted; the Memorandum of Settlement is taken on record and is made a part of this order.

These petitions stand disposed of accordingly.

All pending applications also stand disposed of.

(SNEHA DAS)
SENIOR PERSONAL ASSISTANT

(RANJANA SHAILY)
COURT MASTER (NSH)