

SUPREME COURT OF INDIA

Thuluva Vellalar Sangam

Vs.

R.Manthrasalam

C.A.No.15132 of 2017

(Kurian Joseph and R.Banumathi,JJ.,)

20.09.2017

JUDGMENT

Kurian Joseph,J.,

SLP(Civil)No.3497 of 2015

1. Leave granted.

2. The parties approached this Court, aggrieved by the order dated 25.04.2017 passed by the High Court of Judicature at Madras in CRP (NPD) No. 1003 of 2006. The matter has a chequered history, starting with Civil Suit, being OS No. 497 of 1970 on the file of District Munsiff Court at Coimbatore. It appears that for quite some time, no steps were taken to execute the decree. As per the impugned order, the High Court declined to interfere with the order passed by the Execution Court stating that the execution is barred by limitation. Since on the intervention of the court, the parties have decided to settle the matter, we refrain from making any observations with regard to the legal position as to whether on the facts of this case, there could have been any limitation at all. Therefore, that question of law is left open.

4. The parties have filed a Joint Memo of Compromise, duly signed by them and their respective counsel. The said Joint Memo of Compromise dated 18.09.2017, as discernible from the date of the seal of the Notary, is taken on record. Along with the Joint Memo of Compromise, the parties have also filed a Plan prepared by one Mr. S.Pichaiya, Registered Valuer & Chartered Engineer, Coimbatore. The same has also been duly signed by the parties and it is also taken on record.

5. This appeal is disposed of in terms of the Joint Memo of Compromise and the Plan, permitting the parties to take their respective shares, as stated in the Joint Memo and as marked in the Plan. The 'green' coloured portion will go to the appellant and the 'red' coloured portion will go the respondents. The Joint Memo of Compromise and the Plan shall form part of the decree.

6. In view of the request made by the respondents that they have been in possession of the property for quite long and they require a breathing time to vacate the premises, we grant time till 31.01.2018 to vacate the premises.

7. We make it clear that in case the respondents do not vacate the premises in question within the stipulated time or in case they induct any third party against the spirit of the compromise, they shall be visited with all the civil consequences and shall also be liable to answer for contempt before this Court.

8. No costs.

Pending Interlocutory Applications, if any, stand disposed of.