



T.O.S.No.50 of 2013

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 17.07.2023

CORAM

THE HONOURABLE MR. JUSTICE A.A.NAKKIRAN

T.O.S.No.50 of 2013

K.Indra

.. Plaintiff

Vs.

1.K.Shanthi

2.K.Arunmozhi

.. Defendants

Prayer : Testamentary Original Suit filed under Sections 232, 255 and 276 of the Indian Succession Act, 1925 r/w Order XXV Rule 5 of the Original Side Rules to grant Letters of Administration with the Will annexed may be granted to the petitioner as one of the daughter/one of the legatees under the Will of the said deceased having effect limited to the State of Tamil Nadu and limited to the property mentioned in the affidavit of assets.

For Plaintiff : Mr.S.Arunkumar

For Defendants : Mr.T.Shanmuga Boopathi



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JUDGMENT

The suit was filed to grant Letters of Administration with the Will annexed may be granted to the petitioner as one of the daughter/one of the legatees under the Will of the said deceased having effect limited to the State of Tamil Nadu and limited to the property mentioned in the affidavit of assets.

2. Both the parties have entered appearance.

3. Pending the suit, the parties have reached an amicable settlement and placed the joint compromise memo before this Court on 17.07.2023. The said joint compromise memo has been signed by the plaintiff and defendant and their respective counsel.

4. The terms of the Joint Compromise Memo dated 17.07.2023 are as follows:

“It is respectfully submitted that on conciliation made by the elders of the family and



well-wisher, the parties hereto after deliberation have decided to settle the dispute among them as follows;-

1. The defendant/second respondent in OP.No.331 of 2010 hereby agrees that Mr.G.Kumaraswamy executed the WILL dated 18.03.2003, registered as Document No.40 of 2003, S.R.O. Anna Nagar, is true and valid in all respects. Hence, withdraws the caveat filed by him and has no objection in granting probate order in favour of the Mrs.K.Indira.

2. The defendant hereby agrees and accept that as per the said Will, the ground floor building of the premises having Door.No.57, A.E.Block, 5th Cross Street, 10th Main Road, Anna Nagar, Chennai – 40, together with undivided half share in the land measuring an extent of 920 sq.ft, morefully described in the schedule “A” hereunder is allotted exclusively to the plaintiff K.Indra.

3. The plaintiff hereby agrees and accept that the first floor building of the premises having Door No.57, A.E.Block, 5th Cross Street, 10th Main Road, Anna Nagar, Chennai – 40, together with undivided



half share in the land measuring an extent of 920 sq.ft, morefully described in the schedule “B” hereunder, is allotted to the defendant K.Arunmozhi giving life interest to him and thereafter the said property shall vest absolutely to his dauther Ms.Saithri, and son Mr.Sairaam Kumar as indicated by the Testator.

4. The plaintiff has no objection in allotment of property situate at Valarpuram Village, Sriperumbudur, morefully described in the schedule 'C' hereunder, in favour of Mr.K.Arunmozhi as desired by the Testator under the Will dated 18.03.2003. Also to obtain patta in his favour in respect of the said property.

5. It is further agreed by the parties herein that the common area in the ground, well, water connection, sewerage line, borewell, stair-case and open terrace shall be used in common by both. It is further agreed to bear the cost and expenses equally, incurred for the maintenance of common area, staircase, well, bore-well and open terrace water and sewerage connections.

6. The defendant agrees that all the plants, shrubs and trees grown on the side of the compound



wall and within the property ground area will be removed completely, to avoid rat holes and insects, the said common area will also be plastered with cement and the expenses incurred thereby shall be borne equally.

7. The parties herein agree to use Well and existing bore-well in common and draw water from the well and bore-well through their respective motor pump and store in their individual overhead tank.

8. The plaintiff agrees to hand over the original sale deed related to Valarpuram Village property to the Defendant K.Arunmozhi.

9. The Defendant agrees and consent that the Plaintiff shall retain the original sale deed related to Door No.57, A.E.Block, 5th Street, 10th Main Road, Anna Nagar, Chennai – 600 040 with her and the Plaintiff hereby agrees to produce the original sale deed to the Defendant for the purpose of inspection on prior notice in writing to the Plaintiff, as and when the same is required by the Defendant.

10. The parties hereby agree that they will obtain Property Tax Assessment from Corporation



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of Chennai for their respective portions as described in the Schedule A and B hereunder.

11. The parties hereby agree to make necessary mutation in the Revenue records and obtain patta in respect of the property described in the Schedule A and B hereunder.

SCHEDULE

(As described in the WILL dated 18.03.2003)

All that of house ground and premises bearing AE-57, 5th Cross Street, 10th Main Road, Anna Nagar, Chennai – 600 040, A.P.Plot o.179, T.S.No.170, Block No.9A of Naduvakkarai Village, measuring 920 sq.ft and thereabouts.

Bounded on the

North by A.P.No.178

East by A.P.No.189

South by A.P.No.180

West by 20' Road,

Lying within Sub Registration District of Anna Nagar and Registration District of Chennai.



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SCHEDULE “A” PROPERTY

All that of ground floor house and premises bearing AE-57, 5th Cross Street, 10th Main Road, Anna Nagar, Chennai – 600 040, A.P.Plot o.179, T.S.No.170, Block No.9A of Naduvakkarai Village, together with undivided half share in the land measuring an extent of 920 sq.ft and thereabouts.

Bounded on the

North by A.P.No.178

East by A.P.No.189

South by A.P.No.180

West by 20' Road,

Lying within Sub Registration District of Anna Nagar and Registration District of Chennai.

SCHEDULE “B” PROPERTY

All that of first floor house and premises bearing AE-57, 5th Cross Street, 10th Main Road, Anna Nagar, Chennai – 600 040, A.P.Plot o.179, T.S.No.170, Block No.9A of Naduvakkarai Village, together with undivided half share in the land measuring an extent of 920 sq.ft and thereabouts.

Bounded on the

North by A.P.No.178



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East by A.P.No.189

South by A.P.No.180

West by 20' Road,

*Lying within Sub Registration District of Anna
Nagar and Registration District of Chennai.*

SCHEDULE "C" PROPERTY

*All that piece and parcel of the vacant land
bearing Plot No.176, Nehru Nagar, Valarpuram
Village, Sriperumbudur Taluk, comprised in
S.No.292 293/2 measuring an extent of 2100 sq.ft
and thereabouts.*

Bounded on the

North by Plot No.182

South by 30 feet Road

East by Plot No.175

West by Plot No.177

*Lying within Sub Registration District of
Sriperumbudur and Registration District of
Chengalpet."*



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5. Since both the parties have agreed to the terms of the Joint Compromise Memo and the same is recorded, the suit is decreed in accordance with the terms of the Joint Compromise Memo dated 17.07.2023. Accordingly, the Letters of Administration will be granted in favour of the plaintiff. The Joint Compromise Memo dated 17.07.2023 shall form part of the decree.

17.07.2023

Index:yes/no
Internet:yes/no
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A.A.NAKKIRAN.J.,

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