

IN THE HIGH COURT OF JUDICATURE OF MADRAS

DATED: 17.3.2015

CORAM:

THE HONOURABLE MR. JUSTICE S.NAGAMUTHU

A.S.No.410 of 2014

and

M.P.No.2 of 2015

1.Mr.G.Manivannan

2.Mrs.M.Poongodi

Appellants/Plaintiffs

vs.

1.Mr.G.Chandran

2.Mr.C.Leelakrishnan

Respondents/defendant

Appeal filed against the judgement and decree dated 03.04.2014 passed by the XIX Additional City Civil Court, Chennai, in O.S.No.7939 of 2010.

For appellants :: Mr.KP.Gopalakrishnan

For Respondents :: Mr.A.Ganesan

JUDGEMENT

The plaintiffs in O.S.No.7939 of 2010, on the file of XIX Additional City Civil Court, Chennai, are the appellants and the respondents are the defendants in the suit. The said suit was filed for declaration that the plaintiffs are the absolute owners of the suit property, viz., house ground and premises bearing New Door No.14 (Old No.24) Abbu Street, Nungambakkam, Chennai-600 034, and for a direction to the defendants to vacate and deliver vacant possession of the suit property to the plaintiffs and also for a direction to the defendants to pay damages for use and occupation of the suit property from the date of institution of the suit till the delivery of possession.

2. The trial Court, by decree and judgement dated 3.4.2014 dismissed the suit. As against the same, the appellants are before this Court with this appeal.

3. When the appeal was taken up today, the appellants and the respondents are present before this Court. The appellants have filed M.P.No.1 of 2015 requesting the Court to record the compromise entered into between them and the respondents. A memo of compromise has also been filed.

4. In the affidavit filed by the first appellant, he has stated that on the advise of the elders, friends and relatives, in order to put an end to the litigations between the parties herein and the brothers of the first appellant elsewhere, all the disputes have been settled between them and therefore, a compromise may be recorded. The compromise memo has been signed by all the parties as well as their respective counsel.

5. I have heard the learned counsel for the appellants and the learned counsel for the respondents and I have also perused the records carefully.

6. The learned counsel on either side would submit that the compromise is real and therefore, the same may be recorded.

7. The appellants and the respondents, who are present before this Court would also state that the compromise is real and the same may be recorded and a decree may be passed in terms of the compromise memo.

8. The first appellant's other brothers, by name, (1) Mr.Ragupathy and (2) Mr.Govindasamy, are also present. They would also say that all the disputes between them have been settled. According to the compromise memo, the respondents have got no objection for decree being passed in favour of the first appellant, declaring him as the absolute owner of the suit property. The respondents herein have also agreed to handover vacant possession of the suit property to the first appellant.

9. Today in open Court, the respondents have handed over the key of the suit building to the first appellant, which the first appellant has received. Thus, in terms of the compromise memo, possession of the suit property stands handed over to the first appellant.

10.As per the compromise, the appellants shall withdraw C.S.No.589 of 2010, thereby accepting the title of the respondents Mr.G.Chandran and Mr.C.Leelakrishnan and further they shall declare that Mr.Chandran and Leelakrishnan are the absolute owners of the property bearing Door No.2/5-A Krishnamma Lane, Nungambakkam, Chennai. In this appeal, the appellants do not press for decree for damages and costs. The parties have also agreed that the appellants shall withdraw the suit filed by them in C.C.No.589 of 2010. The parties have also agreed that the appellants shall withdraw O.S.No.5529 of 2013, on the file of the II Additional City Civil Court, Chennai and the appellants shall also withdraw their objections filed in T.O.S No.41 of 2006. There are also other terms in the compromise memo.

11. I am satisfied that the compromise is real and therefore, I am inclined to allow M.P.No1 of 2015 and to partly allow the appeal, thereby decreeing the suit in terms of the compromise memo.

12. In the result, the appeal is allowed in part, thereby setting aside the decree and judgement of the lower Court and decreeing the suit, in O.S.No.7939 of 2010, in terms of the compromise memo. The compromise memo shall form part of the decree. There shall be no order as to costs.

(Memo of Compromise xerox copy of the enclosed)

Sd/-
Assistant Registrar

//True Copy//

Sub Assistant Registrar

msk

To

1. The XIX Additional City Civil Court, Chennai
2. The Section Officer, VR Section, High Court, Madras.

+1cc to Mr.K.P. Gopalakrishnan, Advocate, S.R.No.15510
+5ccs to Mr.A. Ganesan, Advocate, S.R.No.14967

TEJ(CO)
EU(03.08.2015)

A.S.No.410 of 2014

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