

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 13.01.2015

CORAM

THE HONOURABLE MR. **JUSTICE R.SUBBIAH**

C.S.No.323 of 2014

and O.A.Nos.382, 383 and 405 of 2014

and A.No.8054 of 2014

1.Hema @ S.Hemalatha
2.Garima

.... Plaintiffs

(minor rep. by her mother and
natural guardian Shobha. S)

vs.

1.Saraswathi Bai
2.Sundar Lal
3.Ram Kumar
4.K.Susilkumar
5.Vasanth Kumar
6.Beena Agarwal
7.Anitha
8.Nand Kishore

.... Defendants

Plaint filed under Order IV Rule 1 of O.S.Rules read
with Order VII Rule 1 of C.P.C.

For plaintiffs : Ms.G.Sumitra

For defendants : Mr.M.Velmurugan,
for D1, 3, 5 to 8
Mr.T.T.Ravichandran, for D4
D.2 - Given up

JUDGMENT

The suit has been filed for the following reliefs:-

<https://hcservices.ecourts.gov.in/hcservices/>

(a) To divide the property found in the schedule

herein and allot 1/18th share to each one of the plaintiff.

(b) To pass a preliminary decree in terms of relief and consequently appoint an Advocate Commissioner for division of the suit schedule mentioned property and allot 1/18th share to each one of the plaintiffs and grant possession of the same to each one of the plaintiffs.

(c) For costs of this suit.

2. Today, when the suit was taken up for consideration, learned counsel for the respective parties represented that the matter was settled between the plaintiffs and the defendants and a joint memo of compromise has also been filed to that effect. The terms and conditions of the Joint Memo of Compromise read as follows:-

JOINT MEMO OF COMPROMISE FILED BY THE
PLAINTIFFS AND DEFENDANTS

"1.The parties in the above suit herein wholly and fully agree that the defendants 1, 3 and 5 to 8 herein has paid a sum of Rs.22,00,000/- (Rupees Twenty Two Lakhs only) as mentioned below to the plaintiffs and the 4th

defendant herein in lieu of their claim and the plaintiffs and fourth defendant hereby acknowledges the same.

S. No.	DD Nos. & Date	Amount (Rs.)
1.	281046/30.12.2014	6,00,000.00
2.	281048/30.12.2014	7,25,000.00
3.	281047/30.12.2014	7,25,000.00
4.	039098/08.01.2015	1,50,000.00

2. The property described in clause 4 hereunder was purchased in 2005 for the benefit of 4th defendant and his family and it is in the possession and enjoyment of 4th defendant and his family members. The plaintiff and the 4th defendant acknowledges and accept the fact of ownership of the property mentioned in clause 4 hereunder.

3. The 2nd defendant is given up in the aforesaid suit, since the 2nd defendant left the family long back and he has no interest in the suit property. Further the settlement created by the 1st defendant was in favour of defendant 3 and late Ashok Kumar, who is represented by his legal heirs i.e. the defendants 6 to 8.

4. The defendants 1, 3 and 5 to 8 and their legal heirs, assigns, representatives and anybody claiming under them, henceforth shall not make any claim or have interest or share or whatsoever in the property viz., Door No.15, Perumal Kovil Garden, 2nd Lane, Sowcarpet, Chennai - 600 079.

5. The above said amount of Rs.22,00,000/- paid by the defendants 1, 3 and 5 to 8 herein, to be shared among the plaintiffs 1 and 2 as Rs.7,25,000/- each and the 4th defendant of Rs.7,50,000/- respectively.

6. The plaintiffs and the 4th defendant hereby acknowledges the receipt of the said settlement amount of Rs.22,00,000/- paid by the defendants 1, 3 and 5 to 8 and the plaintiffs and the 4th defendant shall not stake any claim of ownership or right of possession of the suit schedule property and further they shall not claim of deemed possession, enjoyment, occupation and usage of the suit schedule property and further they shall not claim of deemed possession, enjoyment, occupation and usage of the suit schedule property and the premises

standing thereupon and shall not in further retain, occupy and use any of the portion or part thereof and also acknowledge possession and lawful ownership and rights of the defendants 1, 3, 5 to 8.

7. As agreed between the parties herein, the plaintiffs and defendants, the 4th defendant has executed a Deed of Revocation dated 06.01.2015, registered as Doc.No.34/2015 at SRO T.Nagar, Chennai and had consequently cancelled the earlier Settlement Deed dated 03.11.2010, reg. Doc. No.2348/2010, SRO, T.Nagar.

8. The 4th defendant has accordingly hereby declares before this Hon'ble Court that the Deed of Cancellation dated 28.10.2010 reg. Doc. No.2308/2010 SRO T.Nagar is null and void and confirms the Deed of Settlement dated 24.03.2005, reg. Doc. No.765/2005, SRO T.Nagar shall survive as valid and settlement/conveyance therein stands good.

9. The plaintiff and defendants have agreed

*entered into this memorandum of compromise, which
irrevocable and non-appealable."*

3. In view of the above joint memo of compromise filed by both the plaintiffs and the defendants, there shall be a decree in terms of the joint memo of compromise. The memo of compromise shall form part of the decree. Consequently, connected applications are closed.

sd/.R.P.S.J

13.01.2015

//Certified to be a true copy//

Dated this the day of 2015.

R.s/19.08.2015

COURT OFFICER

From 25.09.2008 the Registry is issuing certified copies of the Order/Judgment Decree in this format.

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