

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated : 15.06.2015

CORAM:

THE HON'BLE MR.JUSTICE K.RAVICHANDRABAABU

CIVIL SUIT No.331 of 2015
and O.A.Nos.440 and 441 of 2015

Mrs.Kalaivani ... Petitioner

Vs

1.Mrs.Sornambal

2.Mr.Hineeth Kumar

3.T.Dhivya Dharshini ... Respondents

Prayer: Suit filed under Order IV Rule I of the Original Side Rules read with Order VII Rule I of CPC

(a)to partition the Schedule Property mentioned in the Schedule 'C' property hereunder by metes and bounds and handover 1/3rd share in the property to the plaintiff;

(b)for a permanent injunction restraining the defendants, their men, agents, servants or anybody claiming through or under them from in any manner interfering or disturbing the plaintiff's

peaceful possession and enjoyment of the partition of 1,350 Sq.ft of land (land and building) situated at Old No.130/A, New No.213, St.Marys Road, Mylapore, Chennai 600 004 comprised in Old Survey No.204, Re-Survey No.3920/1.

For Plaintiff : Mr.M.Aravind Subramaniam

For Defendants : Mr.Anand Venkatesh

Judgment

Though the applications are listed for disposal, in view of the Joint Memo filed by the parties, the suit itself is taken up for disposal.

2.Today, a Memorandum of Compromise dated 15.06.2015 signed by the plaintiff, the defendants and their respective counsels is filed before this Court seeking for passing a final decree in the above said suit in terms of the above Memorandum of Compromise. The terms of Memorandum of Compromise reads as follows:

(i) The parties to the suit now submit that the partition suit was filed for Schedule-C property alone which is a part of the Schedule-B property and the parties reserve their rights to partition the balance of the Schedule-B property at a later point of time.

(ii) It is hereby agreed by the parties herein that the plaintiff and the first defendant are entitled to $1/3^{\text{rd}}$ share each and the second and the third defendants are jointly entitled to $1/3^{\text{rd}}$ share of their deceased mother Balamani (daughter of late Venkatasamy Naicker).

(iii) In view of the fact that the shares of the parties in the Schedule-C property being undivided shares, they have decided and agreed to jointly sell their shares in the property and to divide the sale proceeds equally between themselves

in the same proportion of their entitlement.

(iv) The parties hereby agree that they shall not enter into any joint venture agreements with any builder or sell their shares independently or create any mortgage or charge in respect of their share in the property.

(v) The parties hereby agree that they have not valued the building or the land and the same could be fixed at the time of sale.

(vi) The parties agree that a Final Decree shall be passed in incorporating these terms and conditions.

(vii) It is hereby agreed by the parties that all costs and expenses for the registration of the Final Decree shall be borne equally by them."

3. Accordingly, the suit is decreed in terms of the above Memorandum of Compromise and the parties are directed to adhere to the terms of the Memorandum of Compromise which are recorded and the same shall form part of the decree. Costs shall be equally borne by them as agreed in the said Memorandum of Compromise. Consequently, connected Original Application Nos.440 and 441 of 2015 are closed.

sd/.K.R.C.B.J

15.06.2015

//Certified to be a true copy//

Dated this the day of 2016

R.s/09.03.2016

COURT OFFICER

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

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