

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 25.06.2015

CORAM

The Honourable **Mr. Justice B.RAJENDRAN**

T.O.S.No.2 of 2011

K.N.Kumaravel .. Plaintiff

vs.

1. Sundaravalli
2. K.N.Ravindran
3. Kanchana Mala
4. Rani .. Defendants

PRAYER: Originally, Original Petition in O.P.No.770 of 2007 was filed for probate of a Will under Sections 222 and 276 of the Indian Succession Act and Order XXV Rule 4 of Rules of the High Court, Madras. Subsequently, as per order of Court dated 24.11.2010 in O.P.No.770 of 2007, the Original Petition is directed to be converted into Testamentary Original Suit and it was registered as T.O.S.No.2 of 2011.

For Plaintiff : Mr.K.Rajasekaran

For Defendants : Mr.K.Azhaguraman

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J U D G M E N T

This Testamentary Original Suit was referred for
<https://hcservices.ecourts.gov.in/hcservices/>
mediation to Tamil Nadu Mediation and Conciliation Centre,

High Court, Madras.

2. A communication dated 23.06.2015 of the Tamil Nadu Mediation and Conciliation Centre, High Court, Madras, enclosing a copy of its report dated 18.06.2015 has been received, wherein it is stated as follows:-

"Parties appeared before the Centre along with their Counsel. Parties arrived at an amicable settlement as per the terms in the Mediation Agreement enclosed herewith. Hence, the matter is sent back to the Hon'ble Court."

3.As the parties have arrived at a settlement in terms of the Mediation Agreement dated 18.06.2015, this Testamentary Original Suit is listed for passing of an judgment in terms of the settlement.

4.The Mediation Agreement dated 18.06.2015, signed by the parties and their respective counsel reads as follows:-

"1.Plaintiff has agreed to pay the 3rd & 4th Defendants a sum of Rs.31,00,000/- (Rupees Thirty one lakhs only) to each of them and the 3rd & 4th Defendants have agreed to receive the same in full quits of all their claims relating to the properties left behind by their Late Father K.Narayanaswamy.

2. The 3rd & 4th Defendants agree that the Plaintiff has 3/5 share now in the vacant site in Plot No.415, of CMDA's approval Layout

No.141/2003, Metro City Phase I, comprised in S.No.246 Part and 252/4B Part in Ayanambakkam Village, Ambattur Taluk, Thiruvallur district measuring an extent of 273 Sq.Mtr on 2938 Sq.Feet or thereabouts, which stands in the name of their father Late K.Narayanaswamy and that they will execute all documents necessary to enable the Plaintiff to sell the property.

3. The Plaintiff will pay the agreed sum of Rs.31,00,000/- (Rupees Thirty one lakhs only) to the 3rd & 4th Defendant, on or before 15th October 2015, either by selling the property mentioned in clause 2 above or by raising money by other means.

4. In the event of the Plaintiff being unable to sell the said property on or before 15th October 2015, and selling the same later, the 3rd & 4th Defendants will execute necessary documents after receiving payment to release their right in the Property mentioned in Clause 2.

5. The Plaintiff agrees to pay interest at 12% p.a. on the agreed sum of Rs.31,00,000/- payable to the 3rd & 4th Defendant in the event of any inability to pay the same on or before 15th October 2015 until the date of payment. The Plaintiff also agrees that there will be only one extension of time of three months and agrees to make all due payments by 31st December 2015.

6. The 3rd & 4th Defendants agree to Co-operate and execute all documents necessary for proper conveyance of the said property mentioned in Clause 2 immediately after the payments agreed upon in Clause 3 is made to them.

7. The Defendants agree that the WILL dated 04.08.2004 executed by their father is binding on for all of them.

8. On the payment agreed upon being completed the Defendants will have no further claims against the Plaintiff.

9. The Plaintiff agrees that in the event of his inability to make the payments agreed in Clause 2 to the 3rd & 4th Defendant, the Defendants will be at liberty to enforce their rights under Law and pursue proceedings to seek appropriate relief."

5. In terms of settlement arrived at between the parties which is recorded under the Mediation Agreement by the Tamil Nadu Mediation and Conciliation Centre, High Court, Madras, in its Report dated 18.06.2015, this Testamentary Original Suit is disposed of recording the Mediation Agreement. The Mediation Agreement and the report of the Mediation Centre shall form part of the decree.

6. At this juncture, out of gratitude and gesture in appreciation of the work done by the Mediation Centre, the learned counsel appearing for the plaintiff, with the consent of the plaintiff, voluntarily stated that the

plaintiff having got the property will pay a sum of Rs.25,000/- (Rupees Twenty Five Thousand only) to the Mediation Centre, by way of cheque drawn in the name of the Tamil Nadu Mediation and Conciliation Centre, High Court, Madras, within a period of four weeks. The learned counsel appearing for the defendants, with the consent of defendants 3 and 4, voluntarily agreed to jointly pay a sum of Rs.25,000/- (Rupees Twenty Five Thousand only) to the Mediation Centre and the said sum of Rs.25,000/- will be paid by defendants 3 and 4 jointly, by way of cheque drawn in the name of the Tamil Nadu Mediation and Conciliation Centre, High Court, Madras, immediately on receipt of the amount.

sd/.B.R.J
25.06.2015

//Certified to be a true copy//

Dated this the day of 2015.

R.s/16.07.2015 COURT OFFICER
From 25.09.2008 the Registry is issuing certified copies of the Order/Judgment Decree in this format.