

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED :03.09.2015

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THE HONOURABLE MR. JUSTICE G.CHOCKALINGAM

C.S.No.869 of 2010

Ruby Premkumar ... Plaintiff

Vs.

Christiana Victor ... Defendant

PRAYER: This Civil Suit filed under Order VII Rule 1 of C.P.C. read with order IV Rule 1 of O.S. Rules, praying for the following reliefs:

(a) partition and separate possession of plaintiff's half share in the schedule property and deliver to her share in the schedule property; b) permanent injunction restraining the defendant, her men or agents or servants or anyone acting on her behalf from alienating or altering or interfering with the plaintiff's enjoyment of schedule property; c) appointment of commissioner to divide the schedule property by metes and bounds, allot the $\frac{1}{2}$ share of the plaintiff and if the schedule property is not divisible by metes and bounds, the same can be sold by public auction through the Commissioner and proceeds may be divided equally and d) costs of the above suit

For Plaintiff : M/s.Sampathkumart Associates
For defendant : Mr.P.sesubalan Raja

JUDGMENT

Both the learned counsel for the plaintiff and defendant are present. The defendant has entered into a compromise with the plaintiff and they have also filed a compromise memo. The said compromise memo is recorded.

2. The joint memo of compromise filed by the plaintiff and the defendant reads as follows:

The plaintiff and the defendant are entitled to equal share of the House and Premises comprised in S.No.A-94 bearing No.14, Big Street, Kilpauk Garden Colony, Kilpauk, Chennai 600 010 which is mentioned in the schedule of the plaint.

2. The plaintiff filed in the above suit praying for (a) partition and separate possession of plaintiff's half share in the schedule property and deliver to her share in the schedule property 'b) permanent injunction restraining the defendant, her men or agents or servants or anyone acting on her behalf from alienating or altering or interfering

with the plaintiff's enjoyment of schedule property;
c) appointment of commissioner to divide the schedule property by metes and bounds, allot the $\frac{1}{2}$ share of the plaintiff and if the schedule property is not divisible by metes and bounds, the same can be sold by public auction through the Commissioner and proceeds may be divided equally and d) costs of the above suit and e) for such other relief as to this court may deem fit.

3. The plaintiff and the defendant have now amicably agreed to sell/develop the suit schedule property and they will share the proceeds/the developed area in equal proportion, as both the plaintiff and defendant have equal share in the suit schedule property

4. The defendant has been in possession and enjoyment of first floor portion of the suit property. The plaintiff has kept the ground floor portion vacant.

The parties have already agreed to handover vacant possession of the entire suit property to the purchaser or developer whenever they reach agreement with them regarding sale or development of the suit property.

G.CHOCKALINGAM,J.,

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Hence under these circumstances, this Court may record this joint memo of compromise and pass a preliminary decree without costs, as prayed for and thus render justice.

Accordingly, the suit is disposed of in terms of compromise memo entered into between the defendant and the plaintiff. The compromise memo shall form part of the decree. There shall be no order as to costs.

03.09.2015

Index : Yes / No.
Internet : Yes / No.
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