

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 19.03.2015

CORAM

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

C.S.No.613 of 2013

A.Sheik Dawood ... Plaintiff

vs.

1.A.S.R.Venkatesan
2.V.Vidya Sankari
3.V.Rathnapandi
4.V.Chella Ganesh
5.M/s.Park Town Benefit Fund Limited,
rep. by its Manager. ... Defendants

(Defendants 3 and 34 are minors, rep.
by their father and natural guardian
A.S.R.Venkatesan)

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

For plaintiff : M/s.M.Manivasagam Associates

For defendants : Ms.P.S.Mercy Ganammal,
for D.1 to D.4

JUDGMENT

The present suit has been filed for the following
reliefs:-

settlement deed dated 2.4.2012 executed by the first defendant in favour of the second defendant, registered as document No.1283 of 2012 in the office of the Sub Registrar, Royapuram, Chennai is null & void and is not binding on the plaintiff;

(ii) declaration, declaring that the subsequent settlement deed dated 1.10.2012 executed by the second defendant in favour of the defendants 3 and 4, registered as document No.2985 of 2012 in the office of the Sub Registrar, Royapuram, Chennai, is null and void and is not binding on the plaintiff;

(iii) permanent injunction restraining the defendants 1 to 4, their men, agents, subordinates, representatives or anybody claiming through them from in any manner interfering with the plaintiff's peaceful possession and enjoyment of the suit schedule property either by trespassing, dispossessing, alienating or causing any kind of encumbrance in respect of the suit schedule property in any manner whatsoever and to pay costs of the 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 plaintiff and the defendants 1 to 4 and a memorandum of compromise has also been filed to that effect. The terms and conditions of the Memorandum of Compromise read as follows:-

MEMO OF COMPROMISE

It is humbly submitted that the plaintiff and defendants 1 to 4 entered into compromise by virtue of Deed of Compromise dated 23.01.2015. The Deed of Compromise dated 23.01.2015 may be read as part and parcel of this Compromise. As per the compromise the defendants 1 to 4 agreed to receive a sum of Rs.61,00,000/- (Rupees Sixty One Lakhs only) towards full and final settlement.

Accordingly, the defendants 1 to 4 have received a sum of Rs.41,00,000/- (Rupees Forty One Lakhs only) till date and agreed to receive balance sum of Rs.20,00,000/- (Rupees Twenty Lakhs only) while recording this compromise before this Hon'ble Court and consented to decree the suit as prayed for with following terms and conditions.

Terms of Compromise

1. That the defendants 1 to 4 have received a sum of Rs.41,00,000/- from the plaintiff till date and agreed to receive the balance amount of Rs.20,00,000/- while recording this compromise and give their consent to decree the suit as prayed for.

2. That the sale deed registered Doc.No.1991/2001 executed by Park Town Benefit Fund in favour of the plaintiff is valid and binding on the defendants 1 to 4.

3. That the defendants 1 to 4, their men, heirs, representatives shall not interfere into the plaintiff's peaceful possession and enjoyment of the suit schedule property.

4. That the defendants 1 to 4 shall not claim any right in respect of the suit schedule property either by virtue of settlement deed Doc.No.1283/2012 and 2985/2012 or in any other manner.

5. That the defendants 1 to 4 give no objection to the plaintiff to change the name in the patta and other revenue records in respect of the suit schedule property.

6. That the plaintiff and defendants 1 to 4 shall withdraw all other litigations against each other and they shall not initiate any further proceedings in respect of the suit schedule

property.

7. That the defendants 1 to 4 promise that they do not create any encumbrance in respect of the suit schedule property."

3. In view of the above memo of compromise filed by both the plaintiff and the defendants 1 to 4, there shall be a decree in terms of the memorandum of compromise. The memorandum of compromise shall form part of the decree.

//Certified to be a true copy//
Dated this the day of 2015.

R.s/21.07.2015

COURT OFFICER

sd/.R.P.S.J
19.03.2015

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

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