

HIGH COURT OF JUDICATURE AT MADRAS

DATED : 14.07.2016

CORAM :

THE HONOURABLE Mr.JUSTICE M.M.SUNDRESH

C.S.No.418 of 2014

Mr.S.Chandrasekaran

... Plaintiff

vs

Mrs.Banumathi

... Defendant

Suit filed under order VII Rule 1 of C.P.C. R/W AND Order VII Rule 1 of C.P.C. praying for a Judgment and decree in favour of the plaintiff (a) for partition and separate possession of plaintiff's half share in the suit property morefully described in the schedule; (b) for appointment of an Advocate Commissioner to divide the suit property by metes and bounds and for allotment of plaintiff's undivided half share in the suit property; for the cost of the suit.

For plaintiff : Mr.S.Sadasharam
For Defendant : Mr. P.B.Ramanujam

JUDGMENT

When the matter is taken up for hearing, a Joint Memo of compromise has been filed on behalf of both the parties. The said Memo has been signed by both the parties and attested by their respective counsels. The Joint Memo of Compromise reads as under:

"Pending the above suit for partition, the parties, with the useful intervention of well wishers and mediators and their respective Counsel, have amicably resolved their differences and have arrived at the following terms and conditions:-

NOW THIS JOINT MEMO OF COMPROMISE WITNESSETH:

1. The Item 1 of the Schedule-A property to the plaint stands allotted to the Defendant absolutely and the Defendant is entitled to have her name mutated in all revenue records and enjoy the said property absolutely, without any claim or interference from the Plaintiff or anybody claiming through or under the Plaintiff.

2. Out of Item-2 of Schedule-A property set out in the plaint viz., movable items, more specifically jewellery items available for partition at the hands of the plaintiff and the Defendant, the items mentioned as a & b alone are available (diamond ear stud [1 pair] and a mangalyam) and 1 gold bangle and the same stand allotted to the Plaintiff absolutely and the said items have been handed over to the Plaintiff today.

3. The Defendant, in consideration of the above allotment of Item 1 to the Defendant, has also come forward to pay a sum of Rs.7,25,000/- to the Plaintiff, by means of a cheque dated 14.07.2016 Indian Bank, Velachery bearing No.308607 which is received by the Plaintiff along with the jewellery items mentioned hereinabove, in full and final settlement and satisfaction towards his share of the estate of the deceased, Vijayalakshmi.

4. The parties shall bear their respective costs.

5. A final decree may be drawn up in terms of this Joint Memo of Compromise."

2. Both the parties appeared before this Court and agreed the terms of compromise to be true, valid and correct. The learned counsel appearing on either side has submitted that the suit may be decreed in terms of Memo of Compromise.

3. Recording the Joint Memo of Compromise dated 14.07.2016, this suit is decreed in terms of Joint Memo of Compromise. The Joint Memo of Compromise shall form part of the decree.

14.07.2016

arr
Index:Yes/No
Internet:Yes/No

M.M.SUNDRESH, J

arr

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