

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 19.04.2017

CORAM

THE HONOURABLE MR.JUSTICE K.KALYANASUNDARAM

**C.S.No.600 of 2014
and
A.No.4415 of 2016**

Renuka Manuel

.. Plaintiff

Vs

Mallika Surender

.. Defendant

Plaint filed under Order IV Rule 1 of the Original Side Rules r/w
Order VII Rule 1 CPC, 1908.

For Plaintiff : Mr.S.R.Rajagopal

For Defendant : Mr.S.A.Rajan

JUDGMENT

The suit is laid for the following reliefs:

(i) for partition and allotment of half a share in the property bearing
New Door No.29, (Plot No.47), 2nd Cross Street, Trustpuram, Kodambakkam,
Chennai - 600 024. by metes and bounds morefully described in the Schedule to
the plaint and for an enquiry into the mesne profits and

(ii) for the costs of the suit.

2. When the matter is taken up for hearing, placing reliance upon the memorandum of compromise dated 12.04.2017 duly signed by the parties and attested by their counsel, it is submitted by the learned counsel for both sides that the suit may be decreed in terms of the said memorandum of compromise. The terms and conditions of the said memorandum of compromise read as under:

(1) As per the preliminary decree passed in C.S.No.600 of 2014 the Plaintiff and the Defendant agree to divide the suit property in equal shares.

(2) The original documents of title, in respect of the suit property, as listed herein below would be held by Mallika Surender, the Defendant, who would provide inspection of the same to Renuka Manuel, the Plaintiff or her legal heirs, successors in interest, nominees or assigns:

a) Original Sale Deed dated 28.08.1959 executed by Board of Trustees for the Improvement of the city of Madras in favour of Late Helen Dasan, registered as document number 1739 of 1959, registered on the file of Sub-Registrar, T.Nagar.

b) Demolition Plan dated 18.07.2012.

c) Approved Building Plan dated 18.07.2012.

d) Planning Permit dated 18.12.2012.

e) Legal Heirship Certificate of Lae Helen Dasan.

f) Extract from the Town Survey Card Register.

g) Property tax paid receipt for the period 1/2016-2017.

(3) In the event of Mallika Surender, the Defendant, selling her share then all the original documents of title listed hereinabove would be handed over to Renuka Manuel, the Plaintiff. The defendant has attested a copy of the documents listed hereinabove and has handed it to the Plaintiff, Mrs.Renuka Manuel on this day.

(4) The Parties shall apply for mutation of the revenue records to reflect their ownership in terms of the decree dated 26.04.2016 and this compromise.

(5) The Plaintiff shall have half undivided share in the land and will have independent title and possession of entire

First Floor portion with uninterrupted passage through the staircase, provided in the building. The Defendant shall have half undivided share in the land and will have independent title and possession of entire Ground Floor portion with uninterrupted passage through the entrance provided in the building. The parties shall have uninterrupted passage through the staircase, provided in the building for their access to the open terrace.

(6) None of the parties can put up any construction or do any improvement on the open terrace without the written consent of the other. However, the open terrace can be used for putting up antenna, maintenance of overhead water tank and providing for drying cloths, etc., the parties shall be entitled to put up temporary shelter for conducting any functions.

(7) If the open terrace is to be developed by putting up any additional construction, the parties shall do it jointly by incurring the expenses equally.

(8) The vacant land around the building in the suit property shall be maintained and kept without any obstruction by the parties.

(9) In the event of any party selling their share, the purchaser shall be bound by the terms and conditions contained herein.

(10) If required, the parties shall execute a partition deed or have this final decree registered.

(11) The parties agree that there are no taxes due to any statutory authorities and it shall be the responsibility of the parties from this day to pay the taxes in respect of their respective portions.

(12) The parties agree for passing of a final decree in terms of this Compromise.

(13) The Parties agree to bear their respective cost.

3. Accordingly, the suit stands decreed in terms of the memorandum of compromise dated 12.04.2017 and the memorandum of compromise shall form part of the decree. No costs. Consequently, connected application is closed.

19.04.2017

gv

Speaking / Non-speaking order

Index :Yes/No

K.KALYANASUNDARAM, J.

gv

To

The Sub Assistant Registrar,
Original Side, High Court,
Madras.

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