

IN THE HIGH COURT OF JUDICATURE AT MADRAS
DATED: 25.04.2016

CORAM:

THE HONOURABLE MR.JUSTICE K.K.SASIDHARAN

C.S.Nos.784, 962 of 2015 and 85 of 2016
and

O.A.Nos.1304, 1305 of 2015, 12 and 13 of 2016

C.S.No.784 of 2015:

S.Priyadarshan : Plaintiff

Vs.

Mrs.Lissy : Defendant

Prayer: Civil Suit is filed under Order IV Rule 1 of the Madras High Court Original Side Rules R/W Order 7 Rule 1 of the Code of Civil Procedure praying to pass a judgment and decree,

(i) declaring that the plaintiff as the sole, absolute and entire owner of the properties described morefully in the Schedule - A & Schedule -B of the Complaint and that the defendant has no manner of right, title or interest in the same.

(ii) consequentially, pass an order of permanent injunction restraining the defendant, her successors, assigns, representatives and all persons claiming under or through the defendant from in any manner interfering with the enjoyment, possession and title of the plaintiff over

the Schedule -A & Schedule -B properties morefully described below in the plaint.

(iii) Award the costs of the suit to the plaintiff.

(iv) Pass such further or other orders as may deem fit and proper in the circumstances of this case and thus render justice.

For Plaintiff : Mr.R.Srinivas

For Defendant : Mrs.Geeta Ramaseshan

C.S.No.962 of 2015:

Mrs.Lissy Priyadarshan,

Now known as Lissy Lakshmi : Plaintiff

Vs.

S.Priyadarshan : Defendant

Prayer: Civil Suit is filed under Order VII Rule (1) of the Code of Civil Procedure r/w Order IV Rule (1) of Madras High Court Original Side Rules praying to pass the following reliefs:

(a) pass a preliminary decree for a partition of one half share in the "A" and "B" schedule properties.

(b) direction for division of the said property into two equal shares and allot one share to the plaintiff by appointing an Advocate Commissioner.

(c) In case the division of the immovable properties mentioned in "A" and "B" Schedule mentioned properties is not possible, direct sale of those properties or in public

auction and allot one half share of the sale proceeds to the plaintiff.

(d) Consequentially, pass an order of permanent injunction restraining the defendant, his successors, assigns, representative and all persons claiming under or through the defendant from in any manner interfering with the enjoyment, possession and title of the 50% share of the plaintiff over the schedule A and Schedule B properties described below.

(e) ordering cost of the suit to the plaintiff.

For Plaintiff : Mrs.Geeta Ramaseshan

For Defendant : Mr.R.Srinivas

C.S.No.85 of 2016:

S.Priyadarshan : Plaintiff

Vs.

1.Mrs.Lissy

2.M/s.P.S.Group Realty Limited,

A Company incorporated under the Companies Act,
Rep. by its Authorised Signatory

Mr.Prashant Chopra

3.M/s.Srijan Realty Limited,

A Company incorporated under the Companies Act,
Rep. by its Authorised Signatory

Mr.R.N.Agarwal

: Defendants

Prayer: Civil Suit is filed under Order IV Rule 1 of the Madras High Court Original Side Rules R/W Order 7 Rule 1 of the Code of Civil Procedure praying to pass a judgment and decree,

(i) directing the second defendant to perform all his obligations under the promoters agreement/agreement of sale dated 26.11.2012 and to complete all the obligations and commitments under the said agreement and to register the sale deed for the undivided share of land in the schedule mentioned property in favour of the plaintiff after receiving the balance sale consideration and arrange for all the licenses/sanction in respect of the Cinema Theatre in the schedule mentioned property in the name of the plaintiff.

(ii) pass such further or other orders as may deem fit and proper in the circumstances of this case and thus, render justice.

For Plaintiff : Mr.R.Srinivas

For Defendants : Mrs.Geeta Ramaseshan

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COMMON JUDGMENT

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The Civil Suit in C.S.No.784 of 2015 was filed by Thiru.S.Priyadarshan against his wife, Mrs.Lissy Priyadarshan, praying for a decree declaring that he is the absolute owner of the property described in the plaint 'A'

and 'B' Schedule and for a consequential injunction.

2. The Civil Suit in C.S.No.962 of 2015 was filed by Mrs.Lissy Priyadarshan against Mr.Priyadarshan praying for a preliminary decree of partition of plaint 'A' and 'B' Schedule properties and separate allotment of her half share.

3. The Civil Suit in C.S.No.85 of 2016 was again filed by Thiru.S.Priyadarshan against Mrs.Lissy, M/s.P.S.Group Realty Limited and M/s.Srijan Realty Limited, seeking a direction to the second defendant to perform the obligations under the promoters agreement dated 26 November, 2012 and register the sale deed in respect of the undivided half share after receiving the balance sale consideration.

4. Even before filing written statements in the respective suits, the parties have settled the matter after deliberation and executed a memorandum of compromise dated 28 January, 2016.

5. The memorandum of compromise dated 28 January,

2016, was produced before me and the same resulted in passing the following order on 04 February, 2016:

"The civil suit in C.S.No.784 of 2015 was filed by Sri.S.Priyadarshan, a renowned Film Director, against his wife Mrs.Y.Lissy, a talented cine artiste, praying for a decree declaring that he is the absolute owner of the properties shown in the schedule "A" and "B" of the plaint. The "A" schedule is a residential property in R.S.No.1981, measuring about 2 grounds and 418 sq.ft. with a built up area of 9600 sq.ft. situate at D.No.55, Veerabadra Iyer St., Nungambakkam, Chennai. The schedule "B" is a non residential property in R.S.No.795, measuring about 3762 sq.ft. with a building housing M/s.Goodluck Preview Theatre (Two in one) situated at No.18, 5th Cross street, Lake Area, Nungambakkam, Chennai, which is presently known as Four Frames Entertainment and Dubbing.

2. The suit in C.S.No.962/15 was filed by Mrs.Y.Lissy against Mr.S.Priyadarshan,

substantially for a decree of partition to divide the plaint schedule "A" and "B" properties into two and allotment of one such share to her with separate possession. The schedule "A" and "B" are the very same properties shown in the plaint filed by Mr.Priyadarshan, in C.S.No.784 of 2015. The residential house in Plaint "A" is stated to be the matrimonial home.

3. The parties in their respective suits have filed interlocutory applications for interim relief including appointment of Receiver, pending disposal of civil suits.

4. Sri. Priyadarshan filed another suit in C.S.Diary No.9192 of 2015 against Mrs.Y.Lissy and two builders by name M/s.P.S. Group Reality Ltd. and M/s.Srijan Realty Ltd. The prayer is for a decree directing M/s.P.S.Group Realty Ltd., to perform its obligations under the agreement dated 26 November 2012, by

registering the sale deed in respect of the undivided land in his name after receiving the balance sale consideration. Since defendants 2 and 3 are residing beyond the jurisdiction of this Court, the plaintiff has filed A.No.7939 of 2015 for grant of leave to sue.

5. It is a matter of record that the following proceedings are pending between the parties before different Courts as below:-

(i) O.P.No.4618 of 2014 filed by Mrs.Lissy for divorce, before the Principal Family Court, Chennai;

(ii) Criminal proceedings in D.V.A.No.9 of 2015, filed by Mrs.Lissy for domestic violence before the XIV Magistrate Court, Egmore

(iii) Criminal original petition filed by Mr.Priyadarshan against the complaint filed by Mrs.Lissy, for domestic violence in CrI.O.P.No.30509 of 2015, before the High Court, Madras.

6. When the interlocutory applications came up for hearing on 4 January 2016, taking into account the nature of dispute, I have directed the parties to appear before me for ascertaining the feasibility of settlement. Both Mr.Priyadarshan and Mrs.Lissy appeared before me on 12 January 2016. Since the parties ruled out the possibility of reconciliation, the next step was to arrive at a modality to part with on friendly terms. Though initially the parties expressed reservations with respect to certain issues, finally they agreed to settle the matter, realizing the responsibility to protect their children. The parties suggested their respective terms. I have discussed the pending issues and modalities of settlement with the parties on 19 January 2016 and 20 January 2016. Mr.Priyadarshan agreed for divorce by mutual consent, in case Mrs.Lissy withdraws the allegations made in the pending

divorce petition in O.P.No.4618 of 2014. Mrs.Lissy on her part, agreed to withdraw the pending proceedings. Thereafter, issues regarding division of properties were discussed and an amicable settlement was arrived at. The parties thereafter appeared before me on 28 January 2016. The terms settled earlier were discussed once again and both the parties agreed to the proposal for resolving the dispute. The memorandum of compromise was thereafter drafted jointly by the counsel for Mr.Priyadarshan and Mrs.Lissy. Mr.Priyadarshan and Mrs.Lissy exchanged the signed memo of compromise in the presence of their counsel, after lunch on 28 January 2016.

7. The parties through their counsel filed the memorandum of compromise before the Registry on 29 January 2016.

8. The memorandum of compromise dated 28

January 2016 reads thus :-

Memorandum of Compromise

The parties to these proceedings Mr.Priyadarshan and Mrs.Lissy have agreed to resolve the disputes by entering into this memo of compromise.

2. The following are the terms and conditions of the settlement.

(i) Mr.Priyadarshan agreed to give consent to pass a decree of divorce on mutual consent.

(ii) Mrs.Lissy agreed to withdraw all the allegations and imputations made in the divorce petition and all other proceedings, including counter made against Mr.Piriyadarshan. Similarly, Mr.Priyadarshan agreed to withdraw all the allegations, imputations made against Mrs.Lissy in all the proceedings including counter filed in such proceedings. In view of the compromise entered into between the parties, Mrs.Lissy agrees to withdraw the divorce petition pending before the Principal Family Court, Chennai, so as to enable the parties to file a fresh petition for divorce on

mutual consent.

(iii) *Mrs.Lissy agreed to withdraw the complaint preferred against Mr.Priyadarshan for domestic violence before the XIV Magistrate Court, Egmore.*

(iv) *Mr.Priyadarshan agreed to transfer the ownership and possession of the preview theatre in the name and style of Four Frames Entertainment and Dubbing, situated at R.S.No.795, Door No.18, 5th Cross, Lake Area, Nungambakkam, Chennai 34, with all the fixtures, equipments therein to Mrs.Lissy. Necessary documents to convey the property will be registered before the concerned Sub Registrar, on 15 February 2016.*

(v) *Mrs.Lissy agreed to release her right over the Four Frames Mixing Studio, under the name and style of Four Frames along with fixtures, in favour of Mr.Priyadarshan. Necessary documents to convey the right will be registered with the concerned Registrar on 15 February 2016.*

(vi) *Both Mr.Priyadarshan and Mrs.Lissy purchased gold ornaments and the same is now in the possession of Mrs.Lissy. The gold ornaments were declared in the Wealth Tax returns filed by the parties. The gold ornaments will continue to be in the possession of Mrs.Lissy.*

Mr.Priyadarshan wanted his share of the jewellery to be given to his daughter. Mrs.Lissy on the other hand declared that whatever jewellery needed to be given to her daughter will be given by her at the time of her daughter's marriage. Mr.Priyadarshan will not have any claim over the jewellery.

(vii) The parties have taken inventories of the movables, fixtures and fittings now available at Four Frames Entertainment and Dubbing. Though symbolic possession of the theatre along with the fixtures, projectors is given to Mrs.Lissy, simultaneous to the execution of this agreement, actual possession will be given only on 31 March 2016. This arrangement is necessary because of the submission made by Mr.Priyadarshan that he need to account for the business up to 31 March 2016, before the statutory authority. Though symbolic possession is given to Mrs.Lissy today, the preview theatre will be managed by Mr.Priyadarshan till 31 March 2016. Mr.Priyadarshan agrees to maintain all the equipments in good and workable condition in view of the fact that effective 1 April 2016, theatre has to be run by Mrs.Lissy as its absolute owner.

(viii) The parties have taken inventories

of the movables and equipments in Four Frames Theatre and the dubbing studio, the details of which is shown in the schedule.

(ix) Mr.Priyadarshan will permit Mrs.Lissy to visit the preview theatre at any time as she is its absolute owner and in view of the fact that actual possession will be only on 31 March 2016.

(x) Documents including title deeds necessary for conveying the right in favour of one party to another will be handed over to the lawyers of Mr.Priyadarshan and Mrs.Lissy. They will prepare the documents to be executed by the parties. The documents will be registered before the concerned Sub Registrar on 15 February 2016.

(xi) Mr.Priyadarshan agrees to execute all necessary documents for the purpose of releasing his share in Preview Theatre and Dubbing under the name and style of Four Frames entertainment and Dubbing, so as to enable Mrs.Lissy to obtain statutory registration/ license from the concerned authorities to run the preview theatre and dubbing, effective 1 April 2016. In short, Mr.Priyadarshan will

release his 50% undivided share in the preview theatre to Mrs.Lissy along with equipments and goodwill. Mr.Priyadarshan further agrees to transfer all the statutory registrations relating to the preview theatre and dubbing in the name of Mrs.Lissy on account of the settlement.

3. Henceforth, Mr.Priyadarshan shall have no right or interest in respect of the Preview Theatre referred to above. The liability if any, on the Preview theatre, including tax liability up to 31 March 2016, shall be borne by Mr.Priyadarshan. It is the responsibility of Mrs.Lissy to pay the tax and other statutory duties from 1 April 2016, in view of the agreement to put her in actual possession of the preview theatres by Mr.Priyadarshan on 31 March 2016.

4. Similarly, Mrs.Lissy will not be responsible for the tax or other levy due from the Sound Theatre henceforth, in view of releasing her right to Mr.Priyadarshan.

5. Mr.Priyadarshan and Mrs.Lissy are having equal right in respect of a property purchased in their joint names at Calrose,

517, Yio Chukang Road, # 04-60, Singapore. The parties have valued the property at Rs.6 crores. It is decided to sell the said property and divide the sale consideration equally. It should be the endeavor of Mr. Priyadarshan to sell the property within a period of six months from today. It is open to either of the parties to purchase the share of the other taking into account the value of the property at Rs.6 crores, in case it is not possible to sell the property within six months.

6. Mr. Priyadarshan agreed to give the flat constructed by Deva Project Private Ltd., Marine Drive, Cochin, (Flat No. T1-2401, 24th Floor, area 4563 sq.ft., to Mrs. Lissy, unconditionally. The balance amount payable to the builder will be paid by Mrs. Lissy. The builder will be called upon to register the flat in the name of Mrs. Lissy.

7. Mr. Priyadarshan agreed to transfer his share in Grand Motors Sales Corporation, Trivandrum to Mrs. Lissy, without any condition. Necessary documents will be executed by Mr. Priyadarshan to complete the transfer of right to Mrs. Lissy in Grant Motors Sales Corporation.

8. Since this settlement is in full and final satisfaction of the claim made by Mrs.Lissy, she will have no right in respect of the other properties or business owned by Mr.Priyadarshan. In short, henceforth, Mrs.Lissy shall have no claim against Mr.Priyadarshan, including claim for past or future maintenance.

9. Similarly, Mr.Priyadarshan shall have no claim over the property or business of Mrs.Lissy henceforth.

10. The parties agreed that they will not act against the interest of other directly or indirectly.

11. Both the parties agree to maintain and take care of their children to the best of their ability and means.

12. The parties further agree to behave as friends henceforth and work for the betterment of their children.

13. In view of the consent given by Mr.Priyadarshan for divorce, joint petition for divorce will be filed before the Family Court

at Chennai. Both the parties agree to sign the joint memo of compromise and to appear before the Family Court to confirm the decision to divorce on the date fixed by the Court after six months for the appearance of the parties. In short, though both the parties have decided to divorce by mutual consent, it is only on account of the technical reasons, that a decree for divorce could not be passed in the pending divorce proceedings.

14. The complaint filed by Mrs.Lissy against Mr.Priyadarshan before the XIV Metropolitan Court, Egmore, stands withdrawn.

15. Mr.Priyadarshan agrees to withdraw the criminal proceedings initiated by him before the High Court challenging the initiation of case by Mrs.Lissy before the criminal Court.

16. The parties hereby declare that they have no ill feeling and this compromise is effected out of their free will and without coercion.

17. The parties agree for a compromise decree capable for execution in terms of this

settlement.

18. Both the parties agree to execute all the necessary documents to carry out the settlement effectively.

19. Mrs.Lissy agreed to handover all the documents, relating to other properties owned by Mr.Priyadarshan, which are in her possession.

Executed on this 28th day of January 2016, at Chennai.

9. The Memorandum of compromise dated 28 January 2016 is taken on record.

10. The learned counsel for Thiru.Priyadarshan later submitted that pursuant to the memorandum of compromise, inventory of equipments, fixtures and furnitures available at the preview theatre by name Four Frames Entertainment and Dubbing has been taken and symbolic possession was given to Mrs.Lissy.

Mrs.Lissy confirmed that she has taken possession of the preview theatre by name Four Frames Entertainment and Dubbing on 28 January 2016 itself. As per the decision arrived at between the parties and more particularly on account of the submission made by Mr.Priyadarshan that statutory declaration and accounts of the Twin theatre should be submitted by 31 March 2016, he is permitted to manage the theatre till 31 March 2016. The theatre will be handed over to Mrs.Lissy with all the fixtures, equipments and furniture by 5 p.m. on 31 March 2016. Mr.Priyadarshan indicated his fair stand by agreeing to maintain the theatre well, and keep all the equipments in good working condition till it is delivered to Mrs.Lissy on 31. March 2016.

11. The parties have withdrawn their respective claims made in C.S.No.784 of 2015, C.S.No.962/2015 and C.S.D.No.919 of 2015, in

view of the settlement.

12. The parties have agreed to execute necessary documents and register it before the concerned Sub Registrar.

13. Thiru.Priyadarshan agreed before me to execute all the statutory declarations and documents for the purpose of transfer to Mrs.Lissy, of all the licenses and registrations relating to Four Frames Entertainment and Dubbing. Since the transfer of ownership is inclusive of goodwill, it is open to Mrs.Lissy to use the very same trade name with effect from 1 April 2016.

14. Mrs.Lissy agreed to withdraw the divorce petition on the next date of hearing which is stated to be on 12 February 2016. She undertakes to withdraw the complaint pending before the XIV Magistrate Court, Egmore on or

before 12 February 2016.

15. Mr.Priyadarshan agreed to withdraw the criminal original petition in CrI.O.P.No.30509 of 2015, filed before this Court on or before 12 February 2016.

16. Mr.Priyadarshan agreed to initiate action to sell the Singapore property forthwith so as to complete the transaction early and in any case, within six months.

17. The documents relating to the properties owned by Mr.Priyadarshan which are in the custody of Mrs.Lissy will be handed over to him on or before 15 February 2016.

18. The parties agreed to file a joint petition for divorce by mutual consent forthwith and in any case on or before 17 February 2016 and appear before the concerned Family Court till

decree of divorce is granted.

19. Both the parties wanted a decree in terms of the memo of compromise. Since there are follow up actions to be taken by both the parties, like registration of documents before the Sub Registrar, signing statutory forms and declaration etc. to transfer the ownership and license as indicated in clause VIII of the memorandum of compromise and taking into account the arrangement to permit Mr.Priyadarshan to manage the Twin Theatres, till the end of the financial year, the parties jointly made a request to pass a comprehensive decree during the first week of April 2016.

20. Both the parties agree to perform their part of the agreement as per schedule.

21. Both Mr.Priyadarshan and Mrs.Lissy submitted that henceforth they would be good

friends without bearing any ill will or bad blood."

6. The matter was, thereafter, posted for passing a decree in terms of the memorandum of compromise. The parties informed me that pursuant to the memorandum of compromise, joint petition for divorce was filed in O.P.No.793 of 2016 on the file of learned Principal Judge, Family Court, Chennai. Both the parties agreed to appear before the Family Court on 26 August, 2016 and plead for passing a decree early for divorce. The parties, further, submitted that they would adhere to the terms and conditions of the settlement strictly and there would not be any act of violation of the terms of settlement.

7. The Civil Suits are decreed in terms of the memorandum of compromise. The memorandum of compromise shall form part of the decree in each of the suits. There is no order as to cost. Consequently, the connected Original Applications are closed.

sd/.K.K.S.J

25.04.2016

//Certified to be a true copy//

Dated this the day of 2017

R.s/13.03.2017

COURT OFFICER

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