

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 08.06.2016

CORAM

THE HONOURABLE MRS.JUSTICE PUSHPA SATHYANARAYANA

C.S.No.388 of 2010

1.N.Raman (deceased)
2.Madhavi Murthy
3.Lalitha Subramanian
4.Sharada Ramakrishnan
5.A.J.Lakshmi Prasad ... Plaintiffs
(Plaintiffs 2 to 5 recognised as
LRs of 1st plaintiff as per the order
of this Court dated 06.07.2015)

Versus

1.Rajalakshmi
2.Prema Sridhar
3.V.Swaminathan
4.V.Lakshminarayanan
5.Malathi Sunderaman
6.K.Anuradha
7.K.Swaminathan ... Defendants

Plaint filed under Order IV Rule of of O.S. Rules
read with Order VII Rule 1 of CPC praying for the following
reliefs:

a) for a declaration that the purported release deed
executed by the first plaintiff in favour of defendants 1
to 4 dated 08.01.2008 and registered as document No.28 of
2008 in the office of the Sub Registrar, Adyar, Chennai in
respect of the undivided half share in the property forming
party of the schedule 'B' hereunder, is illegal, invalid
and nonest in the eyes of law, inasmuch as the same is
vitiated by fraud, undue influence, and misrepresentation
and consequently not binding on the first plaintiff and
also his legal heirs, the plaintiffs 2 to 5 herein;

b) for a consequential mandatory injunction directing
the defendants to execute a deed of cancellation canceling
the released deed dated 08.01.2008 and registered as
document No.28 of 2008 in the office of the Sub Registrar,

Adyar, Chennai executed by the 1st plaintiff in favour of defendants 1-4;

c) for partition and separate possession of the undivided 1/3rd share of the plaint 'B' schedule property by metes and bounds and allocate one such share to the plaintiffs herein or to appoint an Advocate Commissioner to effect the division of the suit 'B' schedule property or in the event of the division of the suit 'B' schedule property being not feasible or possible, having regard to the increase in the value of the property, direct sale of the 'B' schedule property by a Commissioner to be appointed by this Court and direct distribution of the sale proceeds into three equal moieties and pay one such share to the plaintiffs herein after defraying all the expenses to be incurred by the Advocate Commissioner to be appointed by this Court for effecting the division of the 'B' schedule property;

d) for a permanent injunction restraining the defendants, their men, agents, servants, person or persons or any one claiming through them alienating, encumbering or in any manner dealing with the property more fully described in the schedule 'B' hereunder in favour of any third party or parties by way of lease, mortgage, sale or joint development agreement or otherwise, and also from effecting mutation of their names in the revenue and municipal records;

e) for a permanent injunction restraining the defendants, their men, agents, servants, person or persons or any one claiming through them from alienating and interfering with the possession of the plaintiffs by putting up any construction on the property more fully described in the schedule hereunder in favour of any third party or parties;

h) For such further or other reliefs; and

g) For the costs of the suit.

For Plaintiffs : Mr.R.Thiagarajan

For Defendants : Mr.R.Subramanian for D1 to D4
M/s.G.Sumitra for D5 & D6
K.Swaminathan for D7
appeared in person

JUDGMENT

The respective learned counsel appearing for the parties would submit that a joint memorandum of compromise came to be effected between them in Diary No.19676 of 2016 dated 07.06.2016 and pray for passing of final decree in terms of the joint memorandum of compromise.

2. The first plaintiff is no more. The plaintiffs 2 and 4 have given power of attorney dated 18.04.2016 in favour of the third plaintiff viz., Lalitha Subramanian to appear on their behalf in the Court. The said power of attorney is also produced before this Court. Similarly, on the side of the defendants, the fifth defendant has given power of attorney to the sixth defendant dated 01.06.2016 to appear on her behalf and represent the above suit. All the parties have subscribed their respective signatures in the joint memorandum of compromise.

3. All the parties, who are personally present before this Court would state that having understood the contents of the joint memorandum of compromise, they have subscribed their respective signatures.

4. This Court has also satisfied that the parties on their own volition have entered into the memorandum of compromise and given a quietus to the litigation and therefore, the joint memorandum of compromise dated

07.06.2016, in Diary No.19676 of 2016 is taken up on file and recorded. It is relevant to extract the terms of the memo of compromise:

"1.That the plaintiffs have filed the above suit claiming a declaratory relief that the purported settlement deed executed by the 1st plaintiff in favour of defendants 1 to 4 dated 08.01.2008 and registered as Document No.28 of 2008 in the office of the Sub Registrar, Adyar, Chennai in respect of the undivided half share in the property forming the subject matter of the present suit as invalid.

2.The plaintiffs and the defendants have examined themselves as witnesses in support of their respective claims and the pleas raised thereto. As suggested by the Court and also at the intervention of the family, friends and relatives, with a view to avoid any further dispute among themselves in relation to the partition of the suit property, they have resolved among themselves to settle the family dispute as hereunder:

A. The release deed dated 08.01.2008 and registered as Document No.28 of 2008 in the office of the Sub Registrar, Adyar, Chennai, cancellation dated 20.01.2010 registered as document No.98 of 2010 in the Office of the Sub Registrar, Adyar and the settlement deed dated 21.01.2010 and

registered as Document No.108 of 2010 in the office of the Sub Registrar, Adyar, Chennai be declared invalid and not binding on any of the parties herein.

B. That the suit property schedule is available for partition and separate possession and the defendants 1 to 4 have agreed along with the plaintiffs and defendants 5 to 7 jointly that the suit property shall be sold for the best market price. That after defraying all the expenses for effecting such sale of the suit property, 10% of the sale proceeds shall be set apart in a Trust or shall be handed over to Sri Kanchi Kamakoti Mutt, Kancheepuram or Shankaracharya peetam in Shringeri (whichever is more suitable) for funding and providing the full education of two students-one student in Yajur Veda and another student in Atharvana Veda in the name of late V.N.Subramanian in memory thereof.

C. The residue after the payment of 10% to Sri Kanchi Kamakoti Mutt, Kancheepuram or Shankaracharya peetam in Shringeri (whichever is more suitable) shall be divided into three equal parts and the 1st part shall be allotted jointly to the plaintiffs 2 to 5, who are the legal heirs of the 1st plaintiff, since deceased the 2nd part shall be jointly allotted to defendants 2 to 4 and the 3rd part shall be jointly

allotted to defendants 5 to 7.

D. It has been mutually agreed by the parties hereto that Lalitha Subramanian shall represent the plaintiffs 2 to 5 and V.Swaminathan and/or V.Lakshminarayanan shall represent defendants 1 to 4 and shall receive the funds on behalf of all the 3 branches as and when the sale of the property is effected.

E. Though defendants 5 to 7 shall not be entitled to any share in law in the suit property they shall be provided with one third of the net sale proceeds after deducting the amounts as stated supra.

F. In so far as the sale of the suit schedule property is concerned, it shall be jointly effected by M/s.Lalitha Subramanian and V.Swaminathan and/or V.Lakshminarayanan, the third plaintiff and the 3rd defendant respectively who shall be entitled to represent the Estate of late V.N.Subramanian and they shall also be authorized and empowered to indentify the intending purchaser/s, negotiate and conclude the transaction and that by virtue of the decree M/s.Lalitha Subramanian and V.Swaminathan are empowered and authorized to execute such deed or deeds of sale or such conveyance as they may deem fit and proper for effectual implementation of the terms of this Joint memorandum of compromise lawfully entered

into between the parties hereto.

G. This Joint Memorandum of Compromise may be received and a consent compromise final decree be passed in terms thereof.

H. None of the parties are entitled to question or rescind this Joint Memorandum of Compromise, which has been reached amongst the parties hereto after a great deal of deliberation and discussion to maintain the family honour and dignity.

I. The parties hereto shall bear their respective costs of the proceedings.

J. This Joint Memorandum of Compromise shall form part of the decree."

5. In the result, the suit is decreed in terms of the joint memorandum of compromise dated 07.06.2016. The joint memorandum of compromise shall form part of the decree. No costs.

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sd/.P.S.N.J

08.06.2016

//Certified to be a true copy//

Dated this the day of 2017

R.s/23.02.2017

COURT OFFICER

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