

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 12.09.2016

CORAM

THE HONOURABLE MR.JUSTICE **M.M.SUNDRESH**

C.S.No.314 of 2016
and
A.No.2667 of 2016

1.Balaji Prasad

2.B.Kandiban (minor)
rep. by his mother and natural
guardian Nandinee Balaji

3.Kadambari Priscilla Balaji (minor)
rep. by her mother and natural
guardian Nandinee Balaji

... Plaintiffs

Vs

R.Devi Prasad

... Defendant

Plaint filed under Order IV Rule and Order 24 Rule 2 of O.S.

Rules r/w Order VII Rule 1 C.P.C.

For Plaintiffs : Mr.N.Karthikeyan

For Defendant : Mr.T.V.Ganesh

JUDGMENT

This suit has been filed for the following reliefs:

(i) preliminary decree declaring that the plaintiffs are jointly entitled to one half share in the Schedule A property and one half share in the Schedule B property in the line of Balaji Prasad, the first plaintiff.

(ii) for appointment of an Advocate Commissioner to divide the suit properties described in Schedule A and B hereunder by metes and bounds and or allot the properties to the best advantage of the parties herein as per their share ratio in the properties described in the Schedule A and B to the plaintiff.

(iii) to pass a final decree by division of the properties described in Schedule A and B hereunder by metes and bounds as per the share ratio of the parties herein and put the plaintiffs in separate possession of their share of the properties described in Schedule A and B and or their allotment as per the share ratio of the parties herein.

2. Pending the suit, the application has been referred for mediation to the Tamil Nadu Mediation and Conciliation Centre, High Court, Madras.

3.A communication dated 24.08.2016 of the Tamil Nadu Mediation and Conciliation Centre, High Court, Madras, enclosing a

copy of its report dated 22.08.2016 has been received, wherein it is stated as follows:-

"Both the parties appeared before the centre along with their counsel. Matter has been settled between them as per the terms cited in the compromise memo which ation Agreement which is enclosed. Hence the matter is sent back to the Hon'ble Court."

4.The parties have arrived at a settlement and the compromise memo dated 22.08.2016 has been signed by the parties, duly attested by the respective counsel. The terms of the compromise memo dated 22.08.2016 read as under:

"1.The Defendant admits that the properties described in Schedule A and B to the plaint and described in Schedule A and B hereunder were purchased by the first plaintiff's maternal grandmother, after the demise of the defendant's wife and first plaintiff's mother on 24.08.1980.

2.Whereas the properties described in Schedule A and B to the plaint and hereunder is not divisible by metes and bounds in equal shares and hence the parties hereto have agreed to share the properties described in Schedule A and B to the plaint and hereunder in the

manner set forth hereunder.

3.The plaintiffs hereunder shall be allotted and entitled to the property described in Schedule A to the plaint and hereunder comprising of undivided share of land and flat at No.53, Habibullah Road, T.Nagar, Chennai - 17 exclusively and the defendant herein releases all this claims, right and interest in favour of the plaintiffs herein.

4.The defendant hereunder shall be allotted and entitled to the property described in Schedule B to the plaint and hereunder comprising of land and building at A.P.473, V Sector, 23rd Street, K.K.Nagar, Chennai - 78 exclusively and the plaintiffs herein release all their claim, right and interest in favour of the defendant herein."

5. The civil suit is decreed in terms of the compromise memo dated 22.08.2016 and the compromise memo shall form part of the decree. No costs. Consequently, connected application is closed.

12.09.2016

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To

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

M.M.SUNDRESH,J

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2016

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