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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: **08.02.2016**

CORAM:

THE HONOURABLE Mr. JUSTICE **M.SATHYANARAYANAN**

T.O.S.No.9 of 2008

1.S.Anantham
2.S.Sabitha Devi ... Plaintiffs

Vs.

1.Tmt.Vathana
2.S.Pavithra ... Defendants

For Plaintiffs : Mr.R.Ram Ganeshan

For Defendants : G.S.Selvatharasu

J U D G M E N T

Originally the plaintiffs filed O.P.No.570 of 2006 praying for grant of Letters of Administration in respect of the Will dated 22.08.2004 executed by the Testator viz. S.Padmanabhan, who died on 28.09.2004. The respondents had lodged a caveat and therefore, it was converted as T.O.S.No.9 of 2008 and they filed their written statement. This Court also framed the issues and on behalf of the plaintiffs, the 2nd plaintiff has filed proof affidavit in lieu of chief examination and marked exhibits P1 to P8 and



at that juncture, a proposal was mooted out for compromise and it has fructified into a compromise.

The Joint Memo of Compromise dated 08.02.2016 in D.No.4687 of 2016, has been filed and it is relevant to extract the terms of compromise.

"1. The plaintiffs have this day paid a sum of Rs.8,00,000/- (Rupees Eight Lakhs Only) to the defendants by way of two Demand Drafts dated 01.02.2016 bearing DD.No.535380 for Rs.6,30,000/- and another DD No.327139 for Rs.1,70,000/- in all Rs.8,00,000/- drawn on the Union Bank of India, Vadapalani and Indian Bank, Vadapalani respectively in favour of the 2nd defendant P.Pavithra for the purpose of her marriage and also to discharge the arrears of maintenance payable by the deceased testator till the date of his death to the defendants.

2. The Demand Drafts are drawn in favour of the 2nd respondent at the request of the 1st defendant.

3. The defendants have hereby acknowledged the receipt of the said Demand Drafts.

4. The Defendants do not have any right or charge or lien or claim over the suit property and they are also filing a Memorandum in A.S.No.398 / 1998 on the file of this Hon'ble Court today to raise the



5. The Defendants do not dispute the genuineness of the Will of the deceased testator dated 22.08.2004.

7. The Costs of the suit shall be borne by the parties themselves."

2. The respective learned counsel appearing for the parties would submit that the Joint Memo of Compromise may be taken on record and Letters of Administration may be granted in favour of the plaintiffs and prays for appropriate orders.

3. The 2nd plaintiff as well as the 1st defendant are present before this Court and this Court made enquiry with them and both of them would state that on fully understanding the contents of the Joint Memo of Compromise, the signatures of the plaintiffs and defendants have been subscribed and prayed for



issuance of Letters of Administration in favour of the plaintiffs. The Joint Memo of Compromise is also counter signed by the respective learned counsel appearing for the parties. Therefore, the Joint Memo of Compromise is taken on record.

4. In the result, the suit is decreed in terms of Joint Memo of Compromise and Letters of Administration in respect of the estate of the deceased viz. S.Padmanabhan, are granted in favour of the plaintiffs. The plaintiffs shall execute an indemnity bond for proper administration of the estate of the deceased bequeathed under the suit Will for a sum of Rs.25,000/- [Rupees Twenty Five Thousand Only] in favour of the Assistant Registrar (O.S.), High Court, Madras - 104. The Joint Memo of Compromise shall form part of the decree. There shall be no orders as to costs.

sd/.M.S.N.J

08.02.2016

//Certified to be a true copy//

Dated this the day of 2016

S.s/01.08.2016

COURT OFFICER

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