



BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: 29.04.2016

CORAM:

THE HONOURABLE MR.JUSTICE **R.MAHADEVAN**

S.A. (MD) Nos.341 to 343 of 2011

and

M.P. (MD) Nos.1, 1 and 1 of 2011

A.M.Anwar Sadat : Appellant in All Second Appeals

Vs.

1.Y.Rizwana

2.A.Akbar Sohail [Minor]

3.A.M.Anar Sohail [Minor] : Respondents in All Second Appeals
[Respondents 2 and 3 are represented by their mother, the first respondent herein]

PRAYER: Second Appeals in SA.Nos.341 to 343 of 2011 are filed under Section 100 of the Code of Civil Procedure against the Judgment and Decree passed in A.S.Nos.37 of 2008, 38 of 2006 and 9 of 2009, dated 23.02.2011, on the file of the District Court, Kanyakumari at Nagercoil, confirming the Judgment and Decree dated 08.07.2008, 12.04.2006 and 03.11.2008 passed in O.S.Nos.167 and 111 of 2005 on the file of First Additional Sub Court, Nagercoil and O.S.No.114 of 2006 on the file of Second Additional Sub Court, Nagercoil.

For Appellants

: Mr.D.Nallathambi

For Respondents

: Mr.A.Arumugam

For M/s.Ajmal Associates

COMMON JUDGMENT

Today, when the Second Appeals are taken up for hearing, it is reported by the learned counsel appearing for the appellant as well as the learned counsel appearing for the third respondents that the matter has been settled between the parties and a joint compromise memo has also been to that effect by the parties, which reads as follows:-

"1.The main Second Appeal in S.A.(MD)No.341 of 2011 and S.A.(MD)No.343 of 2011 on the file of this Hon'ble Court is arising out of the Suit in O.S.No.167 of 2005 and O.S.No.114 of 2006 on the file of First Additional Sub Court, Nagercoil. Both the Suits are related to one and the same property which is A-Schedule mentioned here



2. The Suit in O.S.No.167 of 2005 was filed by Y.Rizwana and A.Akbar Sohail and A.Anar Sohail / Respondents in all Second Appeals for the relief of mandatory Injunction directing the Appellant / Anwar Sadat to vacate the A-Schedule property and O.S.No.114 of 2006 was filed by Anwar Sadat / Appellant in all Second Appeals against Y.Rizwana and A.Akbar Sohail and A.Anar Sohail / Respondents in all Second Appeals for the relief of mandatory Injunction directing Respondents to execute the transfer deed and for permanent Injunction in respect of A-Schedule property mentioned here under.

3. As the above said two Second Appeals related to A-Schedule property mentioned here under, it is resolved between the parties by way of compromise out of their own will and without any compulsion and it is settled that the Appellant in S.A.(MD)No.341 and 343 of 2011 (Anwar Sadat) relieved all his rights in A-Schedule property to the Respondents herein (Y.Rizwana , A.Akbar Sohail and A.Anar Sohail) after receiving a sum of Rs.6,00,000/- (Rupees Six Lakhs only).

4. As per compromise, the Respondents herein (Y.Rizwana , A.Akbar Sohail and A.Anar Sohail) took possession of the A-Schedule property mentioned here under.

5. As far as B-Schedule property is concerned, it is related to O.S.No.111 of 2005 on the file of First Additional Sub Court, Nagercoil and it is a Suit for partition filed by Respondents herein as Plaintiffs (Y.Rizwana , A.Akbar Sohail and A.Anar Sohail) and the Second Appeal S.A.(MD)No.342 of 2011 on the file of this Hon'ble Court is arising out of O.S.No.111 of 2005 and it is related to B-Schedule property mentioned here under.

6. As far as B-Schedule property mentioned here under, the Appellant in S.A.No.342 of 2011 (Anwar Sadat) and Respondents there in (Y.Rizwana , A.Akbar Sohail and A.Anar Sohail) entered into a compromise out of their own will and executed a registered sale deed dated 20.07.2013.

7. As per registered sale deed dated 20.07.2013, the Appellant (Anwar Sadat) paid sum of Rs.13,63,000/- (Rupees thirteen lakhs sixty three thousand only) to the Respondents (Y.Rizwana , A.Akbar Sohail and A.Anar Sohail) and purchased their share in the B-Schedule property mentioned here under.

8. As per registered sale deed dated 20.07.2013, the Respondents (Y.Rizwana , A.Akbar Sohail and A.Anar Sohail) relinquished all their rights in respect of B-Schedule property mentioned here under in favour of Appellant (Anwar Sadat).



9. As per the above said terms of compromise the parties to all the Second Appeals namely Anwar Sadat and (Y.Rizwana , A.Akbar Sohail and A.Anar Sohail) settled the dispute between them.

It is therefore prayed that this Hon'ble Court may be pleased to record the terms of this Joint Compromise Memo and close all the Second Appeals in S.A.(MD) Nos.341, 342 and 343 of 2011 on the file of this Hon'ble Court and draw a Decree in the Second Appeals in consonance with this Joint Compromise Memo and thus render justice."

2. The Second Appeals stand disposed of, in terms of the above compromise memo. The compromise memo filed by the parties shall form part of the decree. It is made clear that the amount deposited, pursuant to the order of this Court, dated 28.06.2011, made in S.A.(MD).No.342 of 2011, is permitted to be withdrawn by the respondents. No costs. Consequently, connected Miscellaneous Petitions are closed.

Sd/-

Assistant Registrar(CS-II)

/TRUE COPY/

Sub Assistant Registrar

To

- 1.The District Judge, Kanyakumari at Nagercoil.
- 2.The First Additional Sub Judge, Nagercoil.
- 3.The Second Additional Sub Judge, Nagercoil.

+1cc to M/s.Ajmal Associates SR NO: 25333

+1cc to M/S.D.Nallathambi Advocate SR NO: 25397

nb

JA-NGM-MP/SAR.I-15.06.2016/3P-6C

COMMON JUDGMENT MADE IN
S.A.(MD)Nos.341 to 343 of 2011
29.04.2016