

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 23.08.2017

CORAM:

THE HON'BLE JUSTICE **C.V.KARTHIKEYAN****C.S. No.826 of 1996**

1. P. Srinivasan
 2. Vasanthi Krishnaswamy (deceased)
 3. Mrs.S. Sudha Srinivasan
 4. Mr.S. Haricharan .. Plaintiffs

..Vs..

1. Mrs. Sumathi Raman
 2. Hari Raman (formerly known as Hari Pratap)
 3. Mrs.Saranya ... Defendants

For Plaintiffs : M/s.C.Umashankar

For Defendants : M/s. Sarvabhauman Associates

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PRAYER : Plaint has been filed Under Order IV Rule 1 of O.S. Rules read with Order VII, Rule 1 of Civil Procedure code, (a). to declaring that the plaintiffs are the sole and absolute owners of the plaint schedule mentioned immovable property (b). directing the defendant to deliver vacant possession of the plaint schedule mentioned property to the plaintiffs, (c). directing the defendant to pay to the plaintiffs Rs.3,52,700/-towards past mesne profits from 27.12.1993 till date of plaint with interest thereon at 24% per annum from the date of plaint,

(d). directing the defendant to pay to the plaintiffs future mesne profits with interest from the date of plaint till date of delivery of vacant possession of the suit property to the plaintiffs at the rate that may be fixed by this Court (e).appointing a receiver for the said suit property (f). directing the defendant to pay to the plaintiffs the costs of the suit and (g).for the grant to them such further or other relief or reliefs as this Court may seem fit and proper in the circumstances of the case.

J U D G M E N T

C.S. No.826 of 1996 had been filed seeking declaration of title, recovery of possession and for past and future mesne profits.

2. Subsequently, the plaintiffs and defendants have entered into a memo of compromise, recognised the title of the defendants and for such properties. The defendants have paid a sum of Rs.39 lakhs(Rupees Thirty nine lakhs only) to the plaintiffs.

3. A detailed memo of compromise presented today in the Court along with an affidavit was signed by the 3rd and 4th plaintiffs. The memo of compromise has been signed by the plaintiffs and defendants.

4. The terms of memorandum of compromise are recorded which is as follows;

Whereas the terms "Plaintiffs" and "Defendants", shall wherever the context so require, mean and include their respective legal heirs, legal representatives, executors, administrators and assigns, etc. Whereas one Mr.P.Srinivasan and Mrs.Vasanthi Krishnaswamy had instituted the above suit for the following reliefs:

a. declaring that the plaintiffs are the sole and absolute owners of the plaint schedule mentioned immovable property.

b. directing the defendants to deliver vacant possession of the plaint mentioned property to the plaintiffs.

c. directing the defendants to pay to the plaintiffs Rs.3,52,700/-towards past mesne profits from 27.12.1993 till date of plaint with interest thereon at 24% per annum from the date of plaint.

d. directing the defendants to pay to the plaintiffs future mesne profits with interest from the date of plaint till date of delivery of vacant possession of the suit property to the plaintiffs at the rate that may be fixed by this Hon'ble Court.

e. appointing a receiver for the said suit property.

f. directing the defendants to pay to the plaintiffs the costs of the suit; and

g. grant to them such further or other relief or reliefs as this Hon'ble Court may seem fit and proper in the circumstances of the case.

Whereas the above referred Mrs.Vasanthi Krishnaswamy died on 14.03.2004 without leaving any Class I legal heirs by virtue of the fact that her husband had predeceased her and she had no issues.

Whereas the relationship certificate of Mrs.Vasanthi Krishnaswamy dated 25.06.2004 declares the aforesaid Mr.P.Srinivasan to be the brother of Mrs.Vasanthi for the purpose of property and property related matters.

Whereas following the death of Mrs.Vasanthi Krishnaswamy , the aforesaid Mr.P.Srinivasan also died on 20.04.2015 leaving behind him his widow, Mrs.S.Sudha Srinivasan @ Sudha Srinivasan and son Mr.S.Haricharan as his legal heirs.

Whereas the said Mrs.S.Sudha Srinivasan @ Sudha Srinivasan and her son, Mr.S. Haricharan were brought on record as the legal heirs in the above suit and the same has been contested by them thereon.

Whereas after several rounds of discussions, both sets of parties herein have arrived at a mutually agreeable arrangement where under the Defendants will pay the plaintiffs the agreed sum of money and simultaneous to the receipt of such sum, the plaintiffs shall withdraw all legal proceedings instituted by them including the above suit against the defendants and consequently the above suit shall stand dismissed.

Whereas the said Mrs.S.Sudha Srinivasan @ Sudha Srinivasan and her son, Mr.S. Haricharan have also sworn to an affidavit dated 22.08.2017 which is made part and parcel of this Memorandum of compromise, wherein they have stated that they being the only surviving legal heirs of late Mrs.Vasanthi Krishnaswamy, the entire amount agreed upon under this Memorandum of Compromise may be paid only to them.

Whereas the parties herein are recording their compromise under the terms of conditions stipulated here under.

**NOW THIS MEMORANDUM OF COMPROMISE
WITNESSETH AS FOLLOWS;**

1. The defendants are hereby paying a one time settlement amount of Rs.39,00,000/-(Rupees Thirty nine lakhs only) to the plaintiffs in the following

manner.

a). by way of Demand Draft dated 22.08.2017 bearing No.213658 for a sum of Rs.19,50,000/-(Rupees Nineteen lakhs and fifty thousand only) drawn on Indian Bank, Mylapore Branch in favour of Mrs.Sudha Srinivasan, the 3rd plaintiff herein,

b). by way of Demand Draft dated 22.08.2017 bearing No.213657 for a sum of Rs.19,50,000/-(Rupees Nineteen lakhs and fifty thousand only) drawn on Indian Bank, Mylapore Branch in favour of Mr. S. Haricharan, the 4th plaintiff herein.

2. The plaintiffs have received the aforementioned sum of Rs.39,00,000/-(Rupees Thirty nine lakhs only) towards the full and final satisfaction of all their claims against the defendants in the above suit and are hereby simultaneously withdrawing the same and consequently, the suit stands dismissed.

3. The plaintiffs reiterate that, being the only surviving legal heirs of late Mr.P.Srinivasan and Mrs.Vasanthi Krishnaswamy, they alone are entitled to the amount under this Memorandum of Compromise.

4. The plaintiffs hereby recognise and affirm that the defendants herein are the absolute owners of the suit schedule property.

5. The plaintiffs hereby categorically declare that pursuant to the recording of this Memorandum of Compromise and consequent dismissal of suit, they shall not have any right, claim or interest, whatsoever, either present or future, against the defendants or over the suit schedule property.

6. By virtue of the dismissal of the above suit, the defendants shall continue to have absolute title, ownership, possession and enjoyment of the suit schedule property without any claim or interference, whatsoever from the plaintiffs.

SUIT SCHEDULE PROPERTY

All that piece and parcel of house and ground bearing Door New No.2, Old Door No.1 (Prior thereto 99-A), Sreeman Srinivasa Road, Alwarpet, Chennai-600 018 forming part of "Two Aswins" comprised in R.S.No.1550/3 measuring an extent of 2 grounds 1644 sq.ft. and bounded on the,

North by : Sreeman Srinivasa Road.

South by : Old Door No.96, Mowbrays Road (Presently T.T.K. Road).

East by : Old Door Nos.97 & 98, Mowbrays Road
(Presently T.T.K. Road).

West by: Old Door No.99, subsequently No.2,
Presently, Door No.3, Sreeman Srinivasa Road.

and situated within the Registration district of Chennai
Central and Sub-registration district of Chennai Central
Joint-I, (formerly Thousand Lights).

5. In the affidavit, they have stated that, they are only the legal heirs of Mrs.Vasanthi Krishnaswamy, who was the deceased 2nd plaintiff in the suit.

6. The affidavit is to form a part of memo of compromise, which has been filed before this Court. The 2nd defendant has also signed as power of attorney of the 3rd defendant. It is also been attested by the Advocate Notary dated 22.08.2017.

7. The learned counsel for the plaintiffs and defendants have also signed in the memo of compromise. The defendants are also represented by the learned senior Counsel M.S. Krishnan.

8. The Power of attorney granting power to enter into this compromise only is also enclosed. The copies of aadhar cards are also enclosed.

9. The 4th plaintiff and 1st and 2nd defendants are also present in Court. The memo of compromise is taken on file along with affidavit filed by the 3rd and 4th plaintiffs.

10. The suit is disposed of in accordance with memo of compromise and decree has to be passed in accordance with memo of compromise, since the matter had been settled out of Court.

11. The Court fee already paid by the plaintiffs, is to be paid in the name of 4th plaintiff and on proper identification and acknowledgment.

12. Suit is disposed of in accordance with law. The memo of compromise is to form part of decree.

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23.08.2017

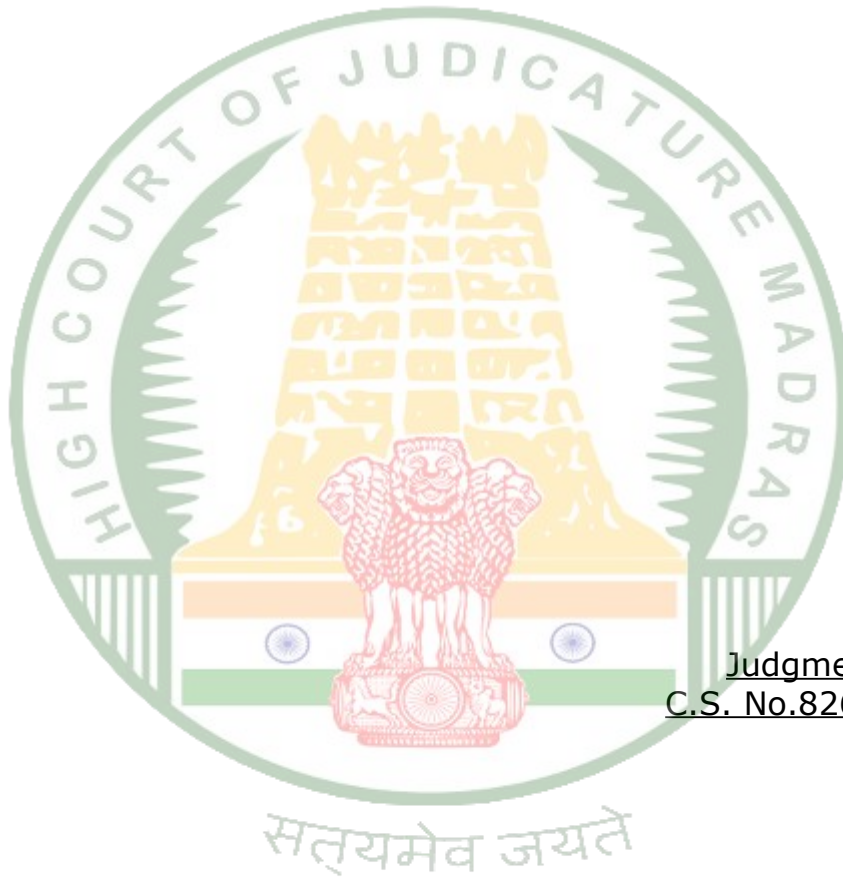
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C.V.KARTHIKEYAN, J

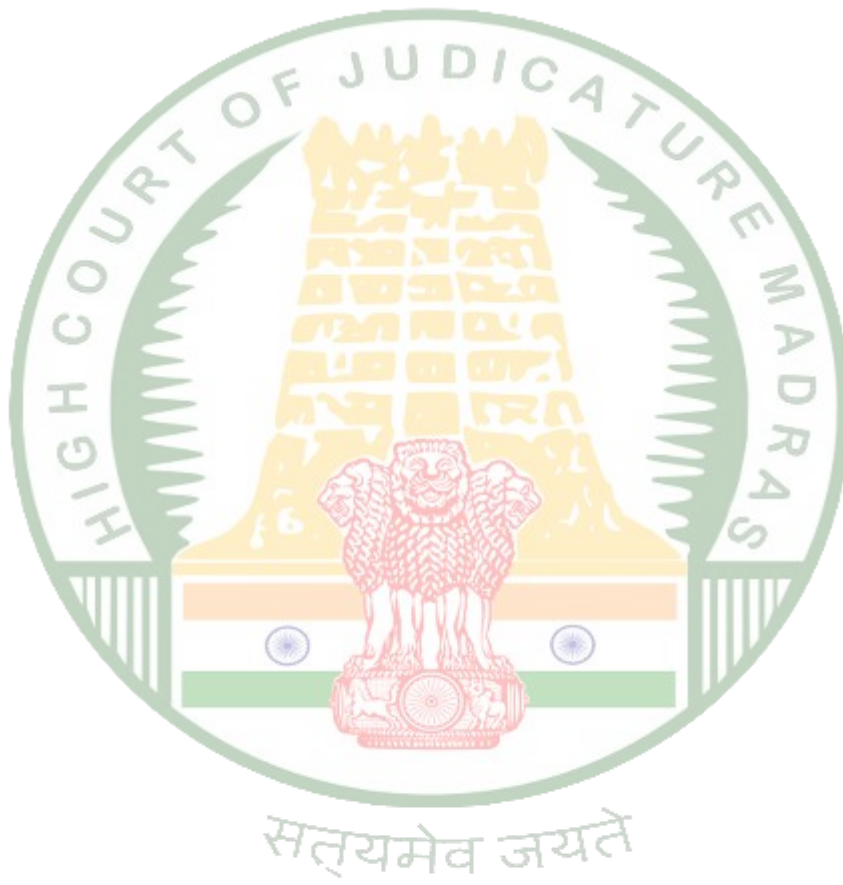
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Judgment in
C.S. No.826 of 1996

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