

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 22.12.2017

CORAM :

THE HONOURABLE Mrs. JUSTICE PUSHPA SATHYANARAYANA

S.A.No.760 of 2017
and
C.M.P.No.18923 of 2017

Kumaran Appellant/Plaintiff

versus

1. Jeyalakshmi
2. Muthu
3. Jeyavenkatraman Respondents/Defendants
(Respondents 1 to 3 are represented by their
power Agent Mr.G.Palanivel)

Prayer: This second appeal is filed under Section 100 of C.P.C. against the Judgment and Decree dated 18.04.2016 in A.S.No.6 of 2013, on the file of the Sub Court, Neyveli confirming the Judgment and Decree dated 02.04.2013 in O.S.No.136 of 2008 before the District Munsif Court cum Judicial Magistrate, Neyveli.

For Appellant : Ms.R.Meenal
For Respondents: Mr.B.B.Senthilkumar

J U D G M E N T

The plaintiff is the appellant herein and the suit is for declaration that the plaintiff is the absolute owner of the property and for consequent injunction.

2. The Courts below had concurrently dismissed the suit. However, pending appeal, the parties have resolved the dispute amicably among themselves and have filed a Joint Memorandum of Compromise signed by the appellant and the respondents 1 to 3.

3. The terms of Memorandum of Compromise dated 20.12.2017 signed by the parties and their respective counsels, read as follows:

1. The Appellant has agreed to withdraw the claim made by him in the above second appeal and to cancel all connected deeds and documents, to withdraw all related proceedings in regard to the disputed suit land in New Survey number 21/4, Vadakuthu Village, on

receiving from the 1st respondent a sum of Rs.5,00,000/- (Rupees Five Lakhs only) by way of cheque bearing No.521228 dated 19.12.2017 drawn on the State Bank of India (Neyveli Bazaar Branch) along with a residential plot at Vadakkuthu Village, Kurinjipadi Taluk, Cuddalore District. The appellant acknowledges receipt of the payment. The respondents agree to convey the residential plot to the appellant by way of a registered conveyance at the expense of the respondents.

2. The appellant has relinquished all his rights and claims what so ever in respect of the subject property in New Survey number 21/4, Vadakkuthu Village, Kurinjipadi and further undertakes to execute all deeds or documents required by the respondents for clear marketable title in favour of the 1st respondent in the subject property.

3. Both the parties have mutually agreed that all the issues between both the parties are resolved once and for all between them on the above terms and conditions.

4. In default of either party and on failure to comply with the above terms, the aggrieved party is entitled to take appropriate legal proceedings for enforcement of the terms of compromise.

5. The parties have agreed to bear their respective costs in the above second appeal.

4. Heard the learned counsels appearing on behalf of the parties. It is prayed that decree may be passed in terms of the said compromise. The above said terms of compromise are recorded. Accordingly, there will be a decree in the suit in terms of memorandum of compromise in the above appeal.

5. In view of the above settlement arrived at between the parties, the Second Appeal is disposed of in terms of the Memorandum of Compromise. The said Memorandum of Compromise shall form part and parcel of the said decree. No costs. Consequently, connected miscellaneous petition is closed.

Sd/-
Asst.Registrar (CS V)

/true copy/

Sub Asst. Registrar

To

1. The Subordinate Judge,
Neyveli.
2. The District Munsif cum Judicial Magistrate,
Neyveli.

Copy to:

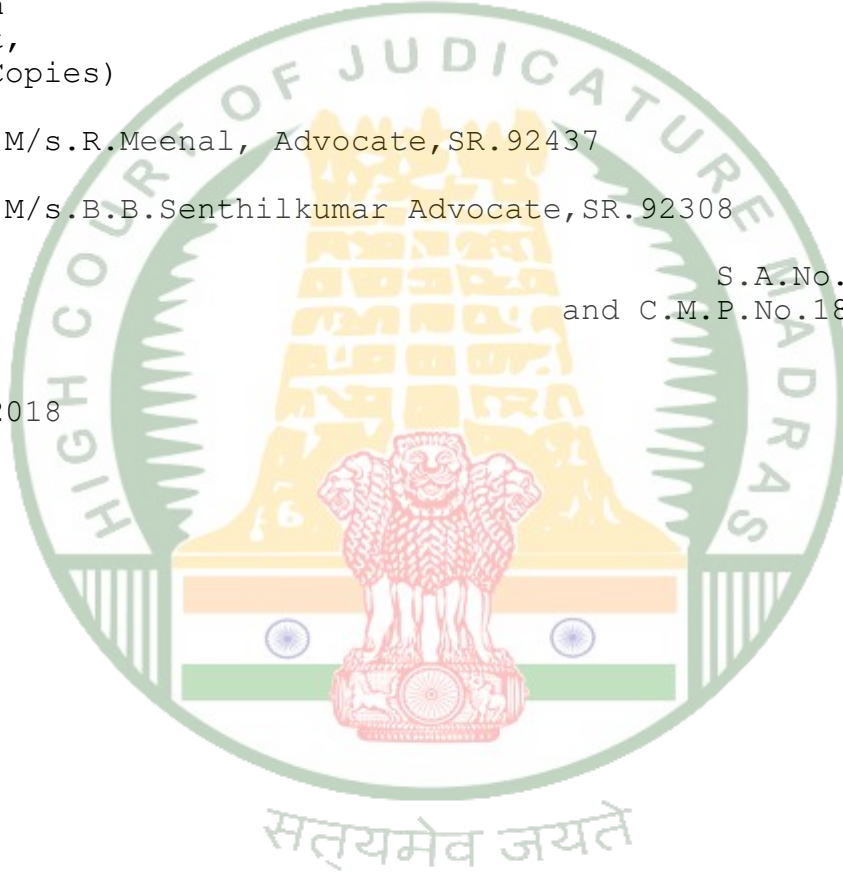
The Section Officer,
VR Section
High Court,
Madras (2 Copies)

+ 1 cc to M/s.R.Meenal, Advocate, SR.92437

+ 1 cc to M/s.B.B.Senthilkumar Advocate, SR.92308

S.A.No.760 of 2017
and C.M.P.No.18923 of 2017

pa (co)
nr 27/02/2018



WEB COPY