IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 05.05.2016

CORAM

THE HONOURABLE Dr.JUSTICE S.VIMALA

C.S.No.193 of 2014

1.Yasmin S.Lehri

2.Gulnar Fakhruddin

3.Fatima Tayebally
(Plaintiffs 2 &3 are represented by their Power of Attorney, Mrs.Yasmin S.Lehri, the 1st plaintiff)

.. Plaintiffs

Vs

1.Badruddin Mohammedally

2.Mariam Badruddin

3.Mohammed Badruddin, Partner
M/s.Amco Industrial Valves,
No.6, Thandava Moorthy Street,
Royapuram, Chennai-13.

4.Khujem Badruddin, Partner
M/s.Amco Industrial Valves,
No.6, Thandava Moorthy Street,
Royapuram, Chennai-13.

5.Hyder Badruddin

6.Quresh Badruddin

7.Munira Shoeb

8.Mohammed Ally Dehgamwala .. Respondents

Prayer:- Civil Suit filed under Order XXXIV read with Order IV, Rule 1 of the Original Side rules (Madras High Court), 1956, read with Order VII, Rule 1 of the code of Civil Procedure, 1908, praying (a) to direct partition of the suit property by metes and bound and according to the convenience of enjoyment and putting the plaintiffs in separate possession of their 5/12th share in the suit property; (b) directing the third and sixth defendants to pay to the plaintiffs the arrears of Rs.48,27,442/- due for the period 29.12.2013 to 13.2.2014; c) directing the third defendant to pay to the plaintiffs, 1/3rd of the additional monthly rent of Rs.50,000/- with effect from 01.4.2014 through T &B Dehgamwala Estate and to direct the defendants to pay to the plaintiffs the cost of the suit.

For Plaintiffs :Mr.P.J.George
For Defendants 1,2, 5 to 7 :Mr.S.Vasudevan
For Defendants 3 & 4 :Mr.M.Praveenkumar
For Defendant 8 :Mr.P.Davood

JUDGMENT

The suit for partition filed by the plaintiffs, (i) claiming 5/12th share in the suit property, (ii) directing the third and sixth defendants to pay the arrears of Rs.48,27,442/-, which is due for the period 29.12.2012 to 13.02.2014; (iii) directing the third defendant to pay 1/3rd of the additional monthly rent of Rs.50,000/- with effect from 01.4.2014 through T&B Dehgamwala Estate and (iv) to pay the cost of the suit.

2. A memo of compromise dated 03.05.2016 has been filed, which is signed by the plaintiffs, defendants 5 and 6 and their respective counsels. The plaintiffs and the defendants 5 and 6 are present before this Court. They admitted that the terms of compromise to be voluntary, true and correct.

3. It is stated in the memo of compromise that the schedule of property consists of two items viz., "A Schedule; the one bearing the Door No.325, Old No.158, Linghi Chetty Street, Chennai-600 001 and "B Schedule; i.e., bearing the Door No.252, Old No.134, Angappa Naicken Street, Chennai, which are clubbed and shown as single schedule in the plaint. However, the schedule mentioned properties has been shown as "A-Schedule "and "B-Schedule " separately in the memo of compromise filed.

4. The compromise has been entered into in respect of B-Schedule property and the compromise is limited between plaintiffs and defendants 5 & 6. The suit is decreed in terms of the compromise so far as B-Schedule property is concerned, with reference to the claim of plaintiffs and defendants 5 & 6 are concerned. The memo of compromise shall form a part of the decree. The claim of other defendants in respect of B-Schedule property and the claim of all the defendants in respect of A-

Schedule property i.e., the surviving claims are left open for adjudication to be decided in the suit.

5. Registry is directed to send a copy of the memo of compromise dated 03.05.2016 within a period of two weeks from today along with the copy of the judgment and decree to the Sub-Registrar Office, North Chennai, for the purpose of registering this compromise decree.

05.05.2016

ds

S.VIMALA,J.

nvsri/ds

CS No.193 of 2014

05.05.2016

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