

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATE: 01.09.2017

CORAM

THE HONOURABLE MR.JUSTICE **S.BASKARAN**SECOND APPEAL NO.52 of 2007

1.N.Jagannath
2.N.Gopinath
3.Mrs.Kothainayaki

... Appellants

Versus

1.Thanigaivel
2.T.Arulmozhi
3.S.Pauldurai
4.Veerappan
5.Mrs.Sujatha Ganesh

(R-5 implied as per order of this Court dated
24.07.2017 made in CMP.No.15245/2017
in S.A.No.52 of 2007)

... Respondents

This Second Appeal has been filed under Section 100 of Civil Procedure Code, against the Judgment and Decree dated 28.09.2006 made in A.S.No.54 of 2005 on the file of learned Additional Subordinate Judge, Chengalpattu confirming the Judgment and Decree dated 16.02.2005 made in O.S.No.208 of 2004 on the file of District Munsif, Chengalpattu.

For Appellants : Mr.K.V.Sundararajan

For Respondents : Mr.R.Sundaramurthy for R1 & R2
Mr.M.Venkatesan for R-4
Mr.R.Sridhar for R-5
R-3 given up

J U D G E M E N T

This appeal has been filed against the Judgment and Decree dated 28.09.2006 made in A.S.No.54 of 2005 on the file of learned Additional Subordinate Judge, Chengalpattu confirming the Judgment and Decree dated 16.02.2005 made in O.S.No.208 of 2004 on the file of District Munsif, Chengalpattu.

2. When the matter is taken up for consideration, the learned counsel appearing on either side submitted that the matter has been compromised between the parties and they have also filed a memo of compromise signed by the parties and also the respective counsels. The terms of the memo of compromise read as follows:-

(1) The 1st appellant herein shall get an extent of 2222 sq.ft. in the Schedule "A" mentioned property, which is more fully described in the Schedule "C" hereunder.

(2) The 2nd appellant herein shall get an extent of 2222 sq.ft. in the Schedule "A" mentioned property, which is more fully described in the Schedule "B" hereunder.

(3) The 3rd appellant herein shall get an extent of 4443 sq.ft. in the Schedule "A" mentioned property, which is more fully described in the Schedule "D" hereunder.

(4) The 5th respondent herein shall get 2400 sq.ft., in the "A" mentioned property, which is more fully described in the Schedule "E" hereunder.

(5) The 1st and 2nd respondents shall get 9928 sq.ft. in the Scheduled "A" mentioned property, which is more fully described in the Schedule "F" and "G" hereunder.

(6) The 1st appellant herein shall own, possess and enjoy the Schedule "C" mentioned property without interference from the other parties herein, their respective heirs, executors, legal representatives, administrators and assign.

(7) The 2nd appellant herein shall own, possess and enjoy the Schedule "B" mentioned property without interference from the other parties herein, their respective heirs, executors, legal representatives, administrators and assign.

(8) The 3rd appellant herein shall own, possess and enjoy the Schedule "D" mentioned property without interference from the other parties herein, their respective heirs, executors, legal representatives, administrators and assign.

(9) The 5th respondent herein shall, own, possess and enjoy the Schedule "E" mentioned property without interference from the other parties herein, their respective

heirs, executors, legal representatives, administrators and assign.

(10) The 1st and 2nd respondents shall own, possess and enjoy the Schedule "F" and "G" mentioned properties respectively without interference from the other parties herein, their respective heirs, executors, legal representatives, administrators and assign.

3. The memo of compromise entered between the parties is recorded. The Second Appeal is disposed of in terms of the memo of compromise. In view of the compromise recorded in this Second Appeal, the suit is decreed in terms of the compromise memo. The memo of compromise dated 31.08.2017 shall form part of the decree. No costs.

rrg

01.09.2017

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S.BASKARAN.,J.

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SECOND APPEAL NO.52 of 2007

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