

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 22.09.2017

CORAM

THE HONOURABLE MR.JUSTICE C.V.KARTHIKEYAN

C.S.No.840 of 2014

K. Renuka

...

Plaintiff

Versus

1. K.Komalammal
2. K.Sundarababu
3. K. Venkatesan
4. k.Sukumar
5. K. Ragini @ K.Radha
6. K. Bhuvaneswari
7. K.Munusamy
8. M. Muthuammal

...

Defendants

Plaint filed under Order IV Rule 1 of Original Side Rules r/w Order VII Rule 1 of C.P.C. (a) partition and division of Schedule 'A' mentioned property by metes and bounds and allotting 1/7th share in favour of the plaintiff; (b) declare that the plaintiff is entitled to 1/7th share of Schedule 'B' mentioned property and directing the defendants 1 and 4 to pay the same; (c) declare that the deed of cancellation executed by 1st defendant dated 11.10.2013 registered as doc.No.2540 / 2013; deed of settlement executed by 1st defendant in favour of defendants 2 & 3 dated 07.11.2013 registered as Doc.No.2621 / 2013 and consequently declare that the sale deed dated 09.06.2014 executed by defendants 2 & 3 in favour of defendants 7 and 8 registered as Doc.No.1337/2014 all on the file of

the sub-Registrar of Assurances, T.Nagar, Chennai as null and void and not binding on the plaintiff; (d) for permanent injunction restraining the defendants, their men, agents, servants, person or persons acting through or under them, for and on their behalf, from in any manner, whatsoever, interfering with the peaceful possession, enjoyment, occupation, use of the plaintiff share of the property, described in schedules to the plaint and for costs.

For Plaintiff : Mr.S.R.Raghunathan

JUDGMENT

The plaintiff and the defendant have entered into a memo of compromise. The second defendant K.Sundarababu and the 3rd defendant K.Venkatesan are present in the Court. The memo of Compromise signed by all the parties. The plaintiff K.Renuka is also present in the Court. The Memo of Compromise inform that the payment of Rs.50,00,000/-, is agreed upon towards settlement. At the time of enter into compromise, a sum of Rs.18,00,000/- has been paid and the balance amount of Rs.32,00,000/-, four post cheques dated 05.09.2017 and 20.09.2017 have been given.

2. The learned counsel states that all the four cheques have been honored and consequently, the monitory commitment had been kept relinquished. In view of the same, the suit is decreed in

accordance with Memo of Compromise. The Memo of Compromise shall form part and parcel of the decree. No costs.

3. The plaintiff is entitled for refund of Court fees in accordance with the Rules.

22.09.2017

Speaking / Non-speaking Order
Index : Yes/No

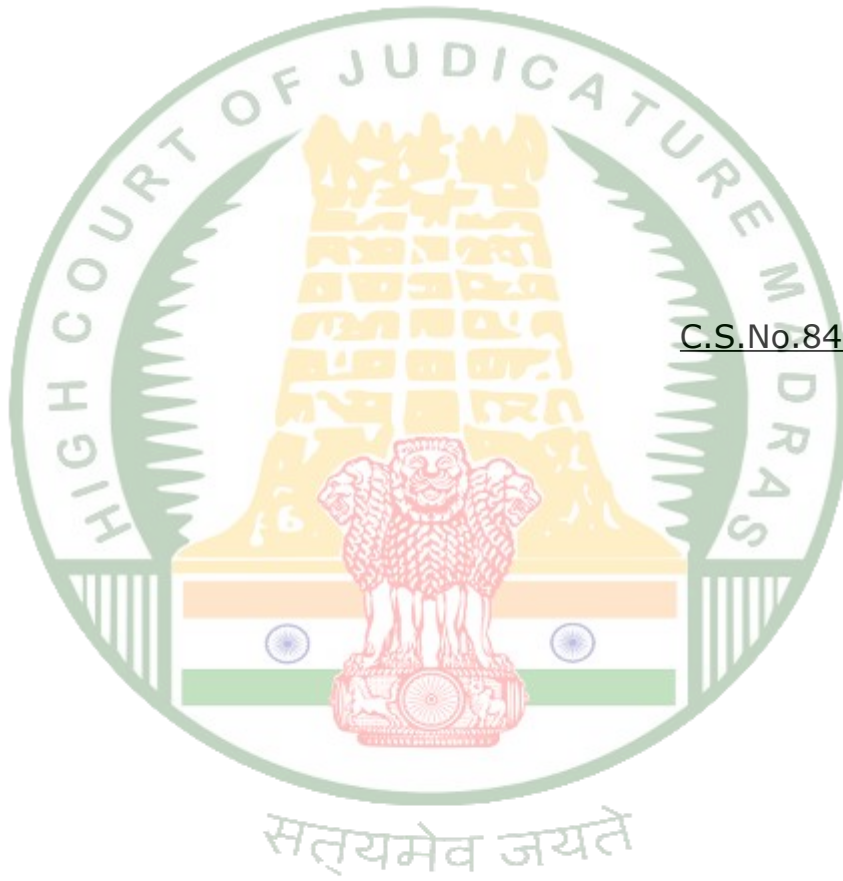
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C.V.KARTHIKEYAN, J.

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