

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 20.03.2017

CORAM

THE HONOURABLE MR.JUSTICE **K.KALYANASUNDARAM**

O.P.No.616 of 2015

Sudarsanam

... Petitioner

Vs

P.Radha

... Respondent

Petition filed under Sections 54 & 55 of the Mental Health Act, 1987 for an inquisition order upon Mr.P.Prasana Kumar, who is totally incapable of managing his properties and other affairs due to his 100% disability including mental ill; b) Appoint the petitioner as a manager of the person (Mr.P.Prasana Kumar) and properties of his mentally ill son namely Mr.P.Prasana Kumar, who is totally incapable of managing his properties and other affairs due to his 100% disability; c) Permit the petitioner to handle the properties of Mr.P.Prasana Kumar, who is totally incapable of managing his properties and other affairs due to his properties and other affairs due to his 100% disability.

For Petitioner : Mr.S.Srinivasu

For Respondent : Mr.S.Thiruvengkatasamy

ORDER

When the matter is taken up for hearing, placing reliance upon the memorandum of compromise dated 27.12.2016, filed as early as 17.03.2017 duly signed by the parties and attested by their counsel, it is submitted by the learned counsel for both sides that the petition may be decreed in terms of the said memorandum of compromise. The terms and conditions of the said memorandum of compromise read as under:

i) The above named petitioner has filed the above case in O.P.No.616 of seeking to appoint the Petitioner as a manager of the person and properties of his mentally ill son namely Mr.P.Prasana Kumar, who is totally incapable of managing his properties and other affairs due to his 100% disability.

ii) The respondent is the wife of the Petitioner's son Mr. P.Prasana Kumar and the above petition is filed by the petitions mentioning the severity of the illness of his mentally ill-son. By the intervention of the well-wishers of the Petitioner's and Respondent's family, the parties have decided to settle the issues, to enable the petitioner's son to have the

benefit of continuous medical treatment without depending upon the respondent.

iii) It is mutually agreed to have the following terms that may be recorded in the above petition and set it disposed off.

iv) The petitioner and the Respondent who is jointly owning a vacant House Site bearing Plot No.4, measuring an extent of 1260 Sq.Ft., comprised in Survey No.476/2, Patta No.360, situated at Manapakkam Village, Sriperumbudur Taluk, Kancheepuram District, in Registered Documents No.600/2011 dated 28.01.2011 on the file of the Sub-Registrar, Chennai South Joint-I. It is mutually agreed to dispose the said property jointly or through their power agent by executing the necessary sale deed conveying the said property and the sale proceeds received have to be apportioned equally between the petitioner and the respondent and further agreed to execute the sale Deed or such other documentation or do necessary acts, after receiving the respective proportionate share (each 50%) of the sale proceeds.

v) It is agreed that the property with a built up area of 805 Sq.Ft and having an extent of 459Sq.Ft., of Undivided share situated at Door No.73, Flat No.F4, 1st Floor, 2nd Main Road, Kumaran Nagar, Chimmaya Nagar, Chennai-600 093 in No.106, Koyambedu Village, formerly Saidapet Taluk, Chengleput District registered in Document No.379/2006 dated 02.02.2006 on the file of the Sub-Registrar, Anna Nagar is absolutely owned by the petitioner's son can be retained by the petitioner's son as his own property with all power of alienation and to encumber the same etc., to avail any financial assistance, to support for the medical needs of the petitioner's son etc., and further agreed that the respondent shall not have any right or interest over the said property, since the said property was purchased even before the marriage of the respondent with the petitioner's .

vi) It is mutually agreed that neither the petitioner nor any of his constituted Power of Attorney or agent shall make any monetary claim of share from the income of the respondent towards the expenses incurred for the medical treatment or for the medical maintenance of the

petitioner's son. The petitioner agreed to utilize the sale proceeds that may be received while disposing the property mentioned in Clause No.4 of this compromise.

vii) It is mutually agreed that all insurances and medical claims standing in the name of the petitioner's son or in the name of the respondent as nominee, shall be claimed by the petitioner or as the case may be the guardian so appointed by this Hon'ble court for the benefit of the petitioner's son alone.

viii) It is mutually agreed by the parties that to have the above mentioned terms to be recorded in O.P.No.616/2015 and jointly pray this Hon'ble Court to dispose of the above said Original Petition filed by the Petitioner by recording this Joint Compromise Memo.

ix) It is mutually agreed that since the petitioner's son is not in a position to carry on his activities due to the severity of the illness, the petitioner will sign on behalf of the petitioner's son in respect of the above terms of understanding agreed by the parties. The petitioner and the Respondent agreed to

abide the above mentioned terms arrived on this behalf.

x) It is agree that the petitioner's son and the respondent can work out other remedies available in law to put an end to their marital status in a manner known to law.

3. Accordingly, the petition stands ordered in terms of the memorandum of compromise dated 17.03.2017 and the memorandum of compromise shall form part of the order. No costs.

sd/.M.K.K.S.J
20.03.2017

//Certified to be a true copy//

Dated this the day of 2017.

s.s/27.03.2017

COURT OFFICER

From 25.09.2008 the Registry is issuing certified copies of the Order/Judgment Decree in this format.

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