

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 22.08.2017

CORAM

THE HONOURABLE MR.JUSTICE C.V.KARTHIKEYAN

C.S.No.653 of 2010
and A.No.4313 of 2016

G.Rukmani

...

Plaintiff

Versus

1. Thulasi Devi
2. Minor Tharun
3. Minor Arunikaa
Minor defendants 2 and 3
represented by guardian
and next friend mother
1st Defendant.

...

Defendants

Plaint filed under Order IV Rule 1 of O.S. Rules read with Order VII Rule 1 of C.P.C praying to pass a judgment and decree against the defendants for a preliminary decree declaring the share of parties and a) for partition and separate possession of 1/4th share in the residential Flat S-3, 2nd Flat, Lalmilal, 93, Avvai Shanmugam Salai, Royapettah, Chennai-600 014 by metes and bounds and if the property cannot be conveniently divided, to sell the same by public auction; b) to appoint a Commissioner to effect division of the property and to allot 1/4th share to plaintiff. c) for 1/4th share of the plaintiff in the movable property such as cash in Bank and other financial institution in the form of Fixed Deposits. S.B.a/c, current account, money due from advertising clients, chit fund and in lockers; d) costs of the suit.

For Plaintiff : Mr.R.Gowthama Narayana
For Defendants 1 to 3 : Mr.S.K.Yokeshsriram

J U D G M E N T

C.S.No.653 of 2010 has been pending for the past seven years before this Court. It is a very unfortunate litigation between the mother-in-law and daughter-in-law. However, there are also a few good men available. They are the learned counsel for the plaintiff Mr.R.Gowthama Narayana and the learned counsel for the defendants Mr.S.K.Yokeshsriram. With their efforts and also with the efforts of the Mediators Mr.C.R.Suresh Kumar and Mr.B.Ullasa Velan, when the parties appeared before the Mediation and Conciliation Centre, a compromise memo had been effected to the satisfaction of the parties. The Mediation and Conciliation Centre had forwarded the compromise memo by letter dated 07.08.2017. The said compromise memo has been signed by the plaintiff Mrs.G.Rukmani and by the first defendant Mrs.Thulasi Devi. It is also to be mentioned that Mrs.Thulasi Devi also represents her two minor children Tharun and Arunikaa. The Memo of Compromise has been signed in each and every page and the schedule of property is also given and it has also been signed by the learned counsel for the plaintiff and also by the learned counsel for the defendants.

2. The terms of memorandum of compromise are recorded, which is as follows:

"The Plaintiff and the Defendants agree as follows:

1. *The Plaintiff is entitled to 1/4 (One Fourth) share in the assets left by late Manogaran, described in Schedules 'A' and 'B' given hereunder.*

2. *The Plaintiff releases her 1/4 (One Fourth) share in the Flat described in Schedule 'A' given hereunder, in favour of her grand children, defendants 2 and 3 herein.*

3. *In view of the said release the defendants 2 and 3 are entitled to 3/4th (Three Fourth) share in the said Flat, and the 1st Defendant is entitled to 1/4th (One Fourth) share.*

4. *The Plaintiff is entitled to Rs.25,00,000/- (Rupees Twenty Five Lakhs Only) out of the Funds referred to in Schedule 'B' given hereunder.*

5. *The said Rs.25,00,000/- (Rupees Twenty Five Lakhs Only) shall be paid to the Plaintiff in the following manner:*

i. *The Plaintiff is entitled to receive Rs.15,00,000/- (Rupees Fifteen Lakhs Only) out of the following amounts lying in Punjab National Bank, Royapettah High Road, Chennai-600 014 in the following accounts.*

(a). Rs. 12,13,938.25 in Current Ac. No. 438600210010111 in the name of M/s.Nu Printers;

and

(b). Rs. 4,37,749/- in Current Ac. No. 438600210010519 in the name of M/s.Out Ads

ii. The balance of Rs.10,00,000/- (Rupees Ten Lakhs only) shall be paid by the 1st Defendant to the Plaintiff, within a period of three months.

6. The 1st Defendant is entitled to receive the amount of Rs.15,00,000/- (Rupees Fifteen Lakhs only) available in savings ac. No.1156 155 17282 with Karur Vysya Bank, Mylapore, subject to Income Tax proceedings, if any.

7. The 1st Defendant is also entitled to receive Rs.1,51,687.25/- (Rupees One Lakh Fifty One Thousand Six Hundred and Eighty Seven and Paise Twenty Five Only) being the balance from Punjab National Bank, Royapettah High Road, Chennai-600 014 in the accounts referred to in Clause.5 above.

8. The Parties admit that no other asset is available for partition except those mentioned in Schedules 'A' and 'B' given hereunder.

9. As regards the dry lands left by the late C.B.Kubendran measuring 3.45 acres situate at No.106, Peruber Kandigai Village, Madhuranthgam

Taluk, Kancheepuram District, the defendants are entitled to 1/4th share in the said property in Survey Nos.193, 192, 190/1, 190/2.

10. A Deed of Partition shall be separately executed among the sharers concerned, allotting ¼ (One Fourth) share to the Defendants, on payment of Rs.10,00,000/- by the 1st Defendant as stated in Clause 5 above.

11. Except the assets given in Schedules 'A' and 'B' hereunder the Plaintiff relinquishes all her rights, if any, in respect of other items described in the Schedule to the Plaint.

12. It is also mutually agreed between the parties that all other movable/immovable properties not listed hereunder will be shared in the same manner wherein the Plaintiff's 1/4th share of the said property shall be settled in favour of her grand children the defendants 2 and 3.

13. The Plaintiffs and the Defendants have mutually undertaken this Memorandum of Compromise and have agreed to all the terms and conditions listed above amicably. All parties acknowledge and undertake that the above Memo of Compromise has been entered into voluntarily and has not been obtained by fraud, force, coercion or any undue influence.

14. All Parties undertake that they will at all times strictly comply with the Memo of Compromise

and shall not in any manner violate the terms of compromise.

15. In furtherance of the above, this Compromise and Settlement has been arrived at between the parties in the presence of the mediators and counsel for Plaintiff and Defendants 1 to 3.

Schedule – A

All that piece and parcel of the immovable property being Apartment measuring a super built up area of 1592 sq.ft., being Flat No.S3 in II Floor of the Building called Lalmilap along with car parking space in the Ground Floor and Building situated at No.93, Old No.56, Avvai Shanmugam Road, Royapettah, Chennai 600 014 together with 4.41% of undivided share (972.05) sq.ft., in all the piece and parcel of immovable property measuring 9 Grounds and 422 sq.ft., comprised in C.C.No.508, O.S.No.3276, R.S.No.1133, Block No.24, Mylapore Division, Mylapore Village, Mylapore-Triplicane Taluk, within the Sub-Registration District of Mylapore and Registration District of Chennai Central, measuring

<i>North to South, on the Eastern Side</i>	<i>119.0 Meters</i>
<i>On the Western Side</i>	<i>102.0 Meters</i>
<i>East to West, on the Norther Side</i>	<i>165.0 Meters</i>
<i>On the Southern Side</i>	<i>173.0 Meters</i>

and a Splay on the North Western Corner 9.07 meters, and bounded on the

North by Lloyds Road (Avvai Shanmugam Salai)

South by immovable property comprised in T.S.No.1133/6

East by Lloyds Lane; and

West by Appakannu Mudaliar Street

Schedule – B

- i. Amount available in Savings AC.
No. 1156 155 17282 with
Karur Vysya Bank, Mylapore :: Rs.15,00,000.00
- ii Amount available in Current AC.
No. 438600210010111 in the
name of M/s. Nu Printers with
Punjab National Bank, Royapettah :: Rs.12,13,938.25
- iii Amount available in Current Ac.
No.438600210010519 in the
name of M/s. Out Ads with
Punjab National Bank, Royapettah :: Rs.4,37,749.00
- iv. Amount already received by the
1st Defendant from the Ac. No.
02910200000586 in the name of
M/s. Eye Catch Communications
With Indian Overseas Banks,
Dr.R.K.Salai, Chennai :: Rs.51,08,706.49

v Amount already received by the
 1st Defendant from the Ac. No.
 029102000002481 in the name of
 M/s. Nu Printers
 With Indian Overseas Bank,
 Dr. R.K.Salai, Chennai :: Rs.19,17,605.00

 Rs.1,01,77,998.74

The Plaintiffs and the Defendants pray that this Hon'ble Court may pleased to pass final decree in terms of the above Compromise."

5. The above said terms of compromise are recorded. The Memo of Compromise shall form part of the decree. The Suit is decreed in terms of Memo of Compromise. No Costs. Corresponding application is closed. Since the suit has been settled, the plaintiff is entitled to refund of full Court fees on proper identification and acknowledgment and in accordance with rules.

22.08.2017

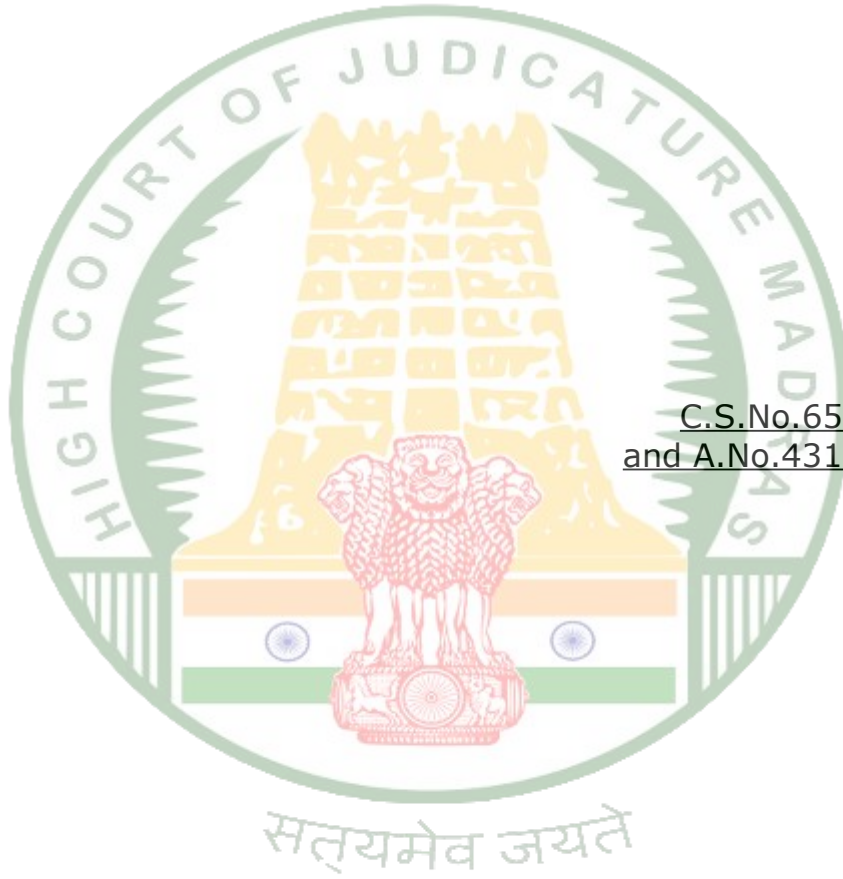
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C.V.KARTHIKEYAN, J.

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