

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 03.08.2017

CORAM

THE HONOURABLE MR.JUSTICE C.V.KARTHIKEYAN

C.S.No.598 of 2016
and A.No.6241 of 2016

C.T.Karuppan Chetty @ C.T.Ranganathan
S/o.Late M.Chidambaram
Rep by his Power of Attorney Agent
Venkat Ramasamy

... Plaintiff

Versus

1. C.T.Deivanai Achi
2. C.T.Muthukaruppan @ C.Lakshmanan
3. C.T.Chidambaram

... Defendants

Plaint filed under Order XXIV Rule 1 of O.S.Rules read with Order VII Rule 1 of C.P.C praying to pass a decree and judgment in his favour and against all the defendants (a) granting decree for partition and separate possession of 1/3rd share to the plaintiff in the property more fully described in Schedule-A hereunder, 5/16th share to the plaintiff in the properties more fully described in Schedule "B" hereunder and 1/4th share to the plaintiff in the property morefully described in Schedule "C" hereunder and for this purpose appoint an Advocate Commissioner; (b) direct the defendants to pay the plaintiff mesne profits from the date of plaint till date of such delivery of separate possession of the Schedule "A" to "C" hereunder; (c) direct the 1st and 2nd defendants to render true and proper accounts of the equity shares, debentures and other securities, Insurance Policies

held in the name of Late M.Chidambaram and (d) appoint an Advocate Commissioner to take inventory of all jewellery and other movable forming part of the estate of Late M.Chidambaram Chettiar, and divide it into 1/4th share and grant one such share to the plaintiff and (e) the costs of the suit.

For Plaintiff : Mr.M.Aravindan

For Defendants : Mr.D.Panneerselvam

J U D G M E N T

Very satisfactorily, the matter was referred to the Mediation and Conciliation Centre, wherein, a Compromise had been entered into among the parties. Even before, according to compromise, this Court placed its appreciation to M/s.D.Panneer Selvam, Mr.P.T.Rakesh and Mr.R.Vignesh Kumar, learned counsels for the plaintiff and to M/s.M.Aravindan, Ms.Srividhya, Ms.Mohana Priyan and Ms.K.Anitha, learned counsels for contesting defendants, who had also used their good offices to settle the dispute among the parties. This Court also places its deep appreciation for the efforts taken by Mr.S.V.Jayaraman and Mrs.P.Kavitha Balakrishnan, who were also acted as mediators. As a result, based on such efforts taken by the learned counsels and the mediators, a joint Memo of Compromise had been entered into between the plaintiff and other defendants. The joint Memo of

Compromise had been forwarded by the Mediation and Conciliation Centre of this Court. It has been signed in each page by the plaintiff and the defendants. Learned counsels for the plaintiff and the learned counsels for the defendants have also signed in the joint Memo of Compromise.

2. The terms of Joint Memorandum of Compromise are recorded, which is as follows:

"1. The parties shall divide Schedule "A" property admeasuring 13527.953 sq.ft. into three parts as per the sketch attached herein. First part is admeasuring 3925.16 sq.ft. Second Part is admeasuring 4688.28 sq.ft. Third part is admeasuring 4911.72 sq.ft.

2. The first part admeasuring 3925.16 sq.ft. is allotted to the plaintiff herein. The Sccond Part admeasuring 4688.28 sq.ft. is allotted to the 2nd defendant herein. The Third Part admeasuring 4911.72 sq.ft is allotted to the 3rd defendant. The division is delineated and shown as Item-1, Item-II and Item-III respectively in the sketch attached hereto.

3. The parties hereto shall take possession of their respective allotted portions in the schedule "A" property, from the date of decree passed in the above suit.

4. The plaintiff consent to the 2nd defendant staying in the portion allotted to plaintiff (Item-1 in the sketch), for a period of eighteen months from the date of the decree passed in the above suit, so that the 2nd defendant can construct buildings in his respective portion in Schedule-A property in part two (Item-II in the sketch). Thereafter no further extension of time will be granted by the plaintiff to the 2nd defendant. During the division of the property in Schedule "A", if the second defendant is unable to retain the structure then the second defendant should demolish the structure in Item No.1 of Schedule "A" and handover the possession of Item No.1 of Schedule "A" to plaintiff immediately.

5. As agreed by both the parties, the defendants shall take Item 1 to 5 and 7 to 9 of schedule-B and in that regard the plaintiff will release his share in the said properties. In lieu of that, the plaintiff shall take Item 6 of Schedule-"B" and in that regard the defendants will release their respective shares in the said property.

6. The Schedule "C" property shall be equally divided by the parties herein. Each of the parties being entitled to 1/4th share in the Schedule 'C' property.

7. The jewels pertaining to the family shall be divided into three shares between the plaintiff, 2nd defendant and 3rd defendant on a date mutually agreed among the parties.

8. *If there be any other property left out to be mentioned in the suit comprised in the estate of Late A.M.K.M.C.T.Muthkaruppan Chettiar and Late M.Chidambaram, the same shall be divided into three equal parts among plaintiff, second defendant and third defendant and one such part ie.1/3rd share there of shall be divided and deliver to the plaintiff.*

9. *Upon the respective parties complying with the terms of this compromise, it is agreed by either party to the above suit that sans recourse to each other they shall part company. The plaintiffs are at liberty to decree in the above suit."*

In the Joint Compromise Memo, a rough sketch has also been enclosed indicating the division of the property into three items. The Joint Memo of Compromise including the sketch is recorded. Taking the same on file, the suit is decreed in terms of the Memo of Compromise. The Joint Memo of Compromise including sketch shall form part of the decree. No costs. Consequently, connected miscellaneous application is closed.

03.08.2017

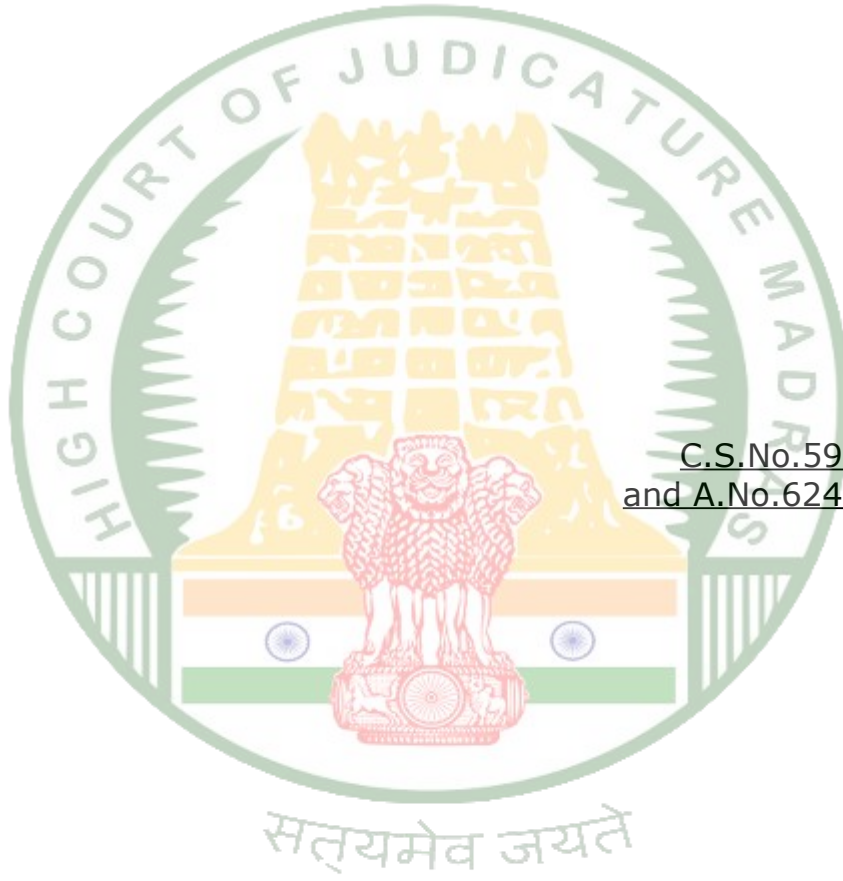
Speaking / Non-speaking Order

Index : Yes/No

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C.V.KARTHIKEYAN, J.

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