

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 28.04.2017

CORAM

THE HONOURABLE MR.JUSTICE K.KALYANASUNDARAM

C.S.No.979/2016  
& A.Nos.125, 1112 & 1113/2017  
& O.A.Nos.1155 & 1156/2016

A.Ameerul Hussain

... Plaintiff

Vs

1. M.A.Rahim  
2. Elahiya Begam  
3. A.Mohammed Yasin  
4.Fathima

...Defendants

Plaint filed under Order IV Rule 1 of the Madras High Court Original Side Rules read with Order VII Rule 1 and Section 26 of the Civil Procedure Code, praying for judgment and decree as follows:

i)For partition of the schedule 'A' mentioned properties by metes and bounds into 2 equal shares and allot one such share to the plaintiff.

ii)For partition of the schedule 'B' mentioned properties by metes and bounds into 3 equal shares and allot one such share to the plaintiff.

iii)Appoint an Advocate Commissioner for division of the same.

iv)Declare that the Settlement Deed dated 17.10.2014, executed by the 1<sup>st</sup> defendant in favour of the 3<sup>rd</sup> defendant in Doc.No.5223 of 2014, in the office of the Sub Registrar, Konnur as Null and Void and not

binding on this Plaintiff.

v)Declare that the Settlement Deed dated 26.08.2015, executed by the defendants 1 & 2, in favour of the 4<sup>th</sup> defendant in Doc.No.3722 of 2015, in the office of the Sub-Registrar, Anna Nagar, Chennai as Null and Void and not binding on this Plaintiff.

vi)To declare the settlement deed dated 11.07.2011, executed by the first defendant in favour of the 3<sup>rd</sup> defendant in Doc.No.2364/2011 in the office of Sub-Registrar, Anna Nagar, Chennai as null and void and not binding on this Plaintiff.

vii)For the cost of the suit

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|---------------|---|--------------------|
| For Plaintiff | : | M/s.V.Raghavachari |
| For D -1 to 3 | : | Mr.C.P.Palanichamy |

### **JUDGMENT**

The learned counsel for the plaintiff as well as the learned counsel for the defendants, have submitted that the dispute has been amicably settled between the parties in terms of joint memo of compromise filed on 28.04.2017, a Joint compromise memo dated 28.04.2017 signed by the parties as well as the counsel, is filed to that effect, which reads as follows:

"i) The properties of the family were divided. The plaintiff (Mr.Ameerul Hussain) is allotted and entitled for the properties more fully mentioned and described

in the 'A' Schedule hereunder and the third defendant (Mr.Mohammed Yassin) is allotted and entitled for the properties more fully mentioned and described in the 'B' Schedule hereunder. The defendants 1 & 2 (Mr.M.A.Rahim and Mrs.Elahiya Begum) are allotted and entitled for the properties mentioned in the Schedule 'C' for their lifetime and after their lifetime Item 1 in Schedule 'C' shall be the absolute property of the plaintiff Mr.Amerul Hussain, item 2 of the 'C' schedule property shall be the absolute property of the 3<sup>rd</sup> defendant Mr.Mohammed Yassin and item 3 of the 'C' schedule property shall be the absolute property of the 4<sup>th</sup> defendant Mrs.Fathima. The properties more fully described in the Schedule "D" belong absolutely to the fourth defendant Mrs.Fathima, she has been in possession and enjoyment of the same without any hindrances, and the same shall remain her absolute properties without any claim from the plaintiff Mr.Ameerul Hussain, defendants 1 to 3 namely Mr.M.A.Rahim, Mrs.Elahiya Begum and Mr.Mohammed Yassin or anyone claiming through them. The 4<sup>th</sup> defendant Mrs.Fathima relinquishes all her rights, title, claim whatsoever in respect of the properties described under Schedule 'A', 'B' and item Nos.1 and 2 in schedule 'C'. the plaintiff Mr.Ameerul Hussain, defendants 1, 2 and 3 namely

Mr.M.A.Rahim, Mrs.Elahiya Begum and Mr.Mohammed Yassin are relinquishing their rights, title claim whatsoever in respect of the properties described under Schedule 'D' allotted to the fourth defendant Mrs.Fathima.

ii)The properties allotted to the plaintiff (Mr.Ameerul Hussain) and the defendant (Mr.Mohammed Yassin) shall hereinafter be their absolute properties with all rights, title and possession. The plaintiff (Mr.Ameerul Hussain) and the 3<sup>rd</sup> defendant (Mr.Mohammed Yassin) are put in possession of the properties allotted to them respectively on this date and the tenants thereon shall be attorned or vacated as per the requirement of the allotted property owner.

iii)The original title deeds of the properties allotted to the plaintiff (Mr.Ameerul Hussain) and the defendants 1, 2 and 3 (Mr.M.A.Rahim, Mrs.Elahiya Begum and Mr.Mohammed Yassin) have been handed over to them respectively on this date and the plaintiff (Mr.Ameerul Hussain) and the 3<sup>rd</sup> defendant (Mr.Mohammed Yassin) are at liberty to initiate all steps for transfer of title, licenses, mutation of revenue records or name transfers etc., and in the event of request for presence or any co-operation, the

parties are duly bound to extend the same on priority.

iv)

a)The plaintiff (Mr.Ameerul Hussain) declares that there are no liabilities/dues subsisting on the properties in his possession being allotted to the 3<sup>rd</sup> defendant (Mr.Mohammed Yassin) except for the refund of lease amount of Rs.16,00,000/- (Rs.8,00,000/- each to the current two tenants namely Mr.Harron and Mr.Pramod Kumar at TA-141 (Item No.2 in Schedule 'B') which shall be paid by the 3<sup>rd</sup> defendant (Mr.Mohammed Yassin).

b)Likewise the 3<sup>rd</sup> defendant (Mr.Mohammed Yassin) declares that there are no liabilities/dues subsisting on the properties in his possession being allotted to the plaintiff except for the refund of lease amount of Rs.6,00,000/-at TB-111 (Item No.1 in Schedule 'C') which shall be paid by the plaintiff Mr.Ameerul Hussain.

c)The plaintiff and defendants declare that they have not as on this day created any encumbrance/liabilities on the properties being allotted between and transferred to each other. Any liabilities, claims arising after this Memo of Compromise shall be borne by the title holders.

v)In the course of business, certain claims and disputes are pending in respect of the business "NFA International" which is allotted to the plaintiff (Mr.Ameerul Hussain) hereinafter and in future any disputes, charges or payables in respect of the said business "NFA International" shall be wholly held by the plaintiff (Mr.Ameerul Hussain) and the other parties/defendants shall not be made liable for any such claims hereinafter.

vi)The Directorate of Revenue Intelligence had initiated proceedings against Eden fruits, National Fruits Agency represented by its partner in both the entities Mr.Ameerul Hussain and the said proceedings had ended in quashing of proceedings by order dated 10.03.2016 in Appeal No.C/211/2006 to C/214/2006 DB in final order No.40428-40431/2016 by the Customs, Excise and Service Tax Appellate Tribunal, Chennai (CESTAT). Hereinafter any proceedings or appeals pursuant to the said proceedings shall be dealt by the plaintiff (Mr.Ameerul Hussain) alone. Whereas any receivables or amounts lying or any amount received in future in all means in the name of Eden Fruits and National Fruit Agency shall be shared in equal proportion between the plaintiff (Mr.Ameerul

Hussain) and the first defendant (Mr.M.A.Rahim).

vii.In the course of business, the debts payable by AMY International or third defendant Mr.Mohammed Yassin or anybody representing him or AMY International to NFA International or the plaintiff Mr.Ameerul Hussain is hereby discharged and the plaintiff Mr.Ameerul Hussain and NFA International shall not make any claim over AMY International or the third defendant Mr. Mohammed Yassin in future. Further any debts, liabilities or pending dues in the name of the family members, the first defendant Mr.M.A.Rahim, second defendant Mrs.Elhiya Begum, third defendant/Mr.Mohammed Yassin, and fourth defendant Mrs.Fathima including the family business concerns namely Royal Fruits, Eden Fruits and National Fruits agency to NFA International or Plaintiff Mr.Ameerul Hussain is discharged herewith and the family members in their individual capacity or in the name of family business are not liable for any debts and payments in future to the plaintiff or NFA International. In the course of business, various business entities represented by different members of the family were floated and operated, it is hereby declared that no liabilities/claims or any such entities

or individual family members shall be liable to the plaintiff.

viii)The defendants 1 and 2 Mr.M.A.Rahim & Mrs.Elahiya Begum shall have life interest in the 'C' Schedule property and are entitled to Manage, Maintain, repair, administer, fix tenants, revise tenancy amounts etc, besides receive rental income. The defendants 1 & 2 namely Mr.M.A.Rahim and Mrs.Elahiya Begum shall not have any right to create any registered or unregistered encumbrance affecting the title on the 'C' Schedule property and after the life time of defendants 1 and 2 Mr.M.A.Rahim & Mrs.Elahiya Begum, item 1 of 'C' Schedule property shall be absolutely held by the plaintiff Mr.Ameerul Hussain, item 2 of 'C' Schedule property shall be absolutely held by the 3<sup>rd</sup> defendant Mr.Mohammed Yassin and item 3 of the 'C' Schedule property shall be absolutely held by the 4<sup>th</sup> defendant Mrs.Fathima.

ix)The plaintiff has consented and agreed to withdraw all the suits, complaints or other proceedings initiated against the defendants including the notice issued to the 3<sup>rd</sup> defendant Mr.Mohammed Yassin and M/s.AMY International in respect of the cheque No.000292 dated 11.01.2017 drawn on M/s.Kotak Mahindra Bank

Ltd., Koyambedu, Chennai and the police complaint lodged against the 1<sup>st</sup> defendant Mr.M.A.Rahim and his men namely Mr.Hadi and Mr.Samsudheen in Kodaikanal Police Station. Similarly the defendants agree and undertake to withdraw all the proceedings initiated against the plaintiff and his men and agents including the RCOP Nos.6 of 2017, 41 of 2017 and 56 of 2017, on the file of the Small Causes Court at Chennai, instituted by the 3<sup>rd</sup> defendant against Mr.M.M.I.Kaleel. The parties consent and agree that the costs and expenses for withdrawing the said proceedings shall be borne by the respective parties and the parties hereby declare that herein after any suit, complaint or proceeding relating to this issue will not bind on any of the parties.

x)The cost and expenses for execution and registration of the documents, conveyance, mutation, shall be borne by the respective beneficiaries of the schedule mentioned properties.

xi)The parties hereby agree and affirm that they shall abide by the above compromise which is agreed voluntarily and with free state of mind taking into account the welfare of the parties and family.

Xii)The parties in the compromise memo would be decreed with the cost of the respective parties.

2. In view of the above, the Civil Suit is decreed in terms of the joint memo of compromise and the joint memo of compromise shall form part of the decree. Registry is directed to refund the court fee to the plaintiff as per law. No costs. Consequently, the connected applications are closed.

28.04.2017

KP/DH

Index: Yes/No

Internet: Yes/No

Speaking Order/Non Speaking Order

To

The Sub Assistant Registrar,  
Original Side,  
High Court, Madras.

**K.KALYANASUNDARAM, J.,**

KP/DH

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