

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 01.11.2018

CORAM

THE HONOURABLE MR.JUSTICE N. KIRUBAKARAN
AND
THE HONOURABLE MR. JUSTICE S. BASKARAN

A.S.No.548 of 2016

V. Alamelu

..Appellant/Plaintiff

Vs.

1. S. Parameswari

2. Branch Manager,
Punjab National Bank,
T. Nagar Branch,
South Usman Road (now Raja Street
T. Nagar),
Chennai - 600 017.

..Respondents/Defendants

Prayer: Appeal Suit as against the decree and judgment dated 07.03.2015 made in O.S. No. 3 of 2014 by the Additional District Court at Ariyalur.

For Appellant :: Mr.V.G.Sureshkumar
For Respondents:: Mr.M.Vivekanandan for R1
Mr.M.L.Ganesh for R2

J U D G M E N T

(Judgment of the Court was delivered by N.KIRUBAKARAN,J.)

The appeal has been filed as against the dismissal of the partition suit filed by the appellant against the 1st respondent/daughter-in-law and the 2nd respondent/Bank.

2. One V. Selvaraj, who is the son of the appellant and husband of the 1st respondent, had purchased the suit properties, under two sale deeds which is a house building at Variyankaval Village, Udayarpalayam Taluk (A schedule property) and another property bearing No.20, comprised in old S.No. 333/4, new survey no. 333/16, Devi Nagar, Porur within the sub-registration district of Kundrathur, South Madras Registration District, Chengalpet-MGR District. A building with Ground Floor and 1st floor had been put up in the said property wherein Selvaraj was residing with his family (B Schedule property). Subsequently,

Selvaraj died intestate on 24.04.2013 leaving behind the 1st respondent as well as the appellant as Class I legal heirs to inherit the properties. Since the properties were not partitioned, the appellant approached the Civil Court, which dismissed the suit for partition, against which only, the present appeal has been filed.

3. When the matter is called today, both the appellant as well as the 1st respondent are present and a joint memo of compromise dated 01.11.2018 has been filed signed by both parties and countersigned by the respective counsel.

4. According to the memo of compromise and the statement made by the parties before this Court, "A" schedule property located in Variyankaval Village, Udayarpalayam Taluk will go to the appellant and the "B" schedule property will go to the 1st respondent. In lieu of B schedule property, the 1st respondent undertakes to pay Rs.45 lakhs to the appellant on or before 1st March, 2019. Till the 1st respondent pays Rs.45 lakhs to the appellant, there shall be a charge over the "B" schedule property and in the event of the 1st respondent obtaining loan by mortgaging the "B" schedule property to pay Rs.45 lakhs to the appellant, the appellant shall co-operate with the 1st respondent to get loan making use of "B" schedule property.

5. Recording the joint memo of compromise dated 01.11.2018 filed by the parties, the appeal suit is disposed of in terms of the joint memo of compromise. The joint memo of compromise shall form part of the decree. No costs.

Sd/-
Assistant Registrar(CCC)

//True Copy//

Sub Assistant Registrar

nv

1. The Additional District Judge, Ariyalur.
2. The Section Officer, VR Section, High Court, Madras

+1cc to Mr.V.G.Sureshkumar, Advocate, S.R.No.75159
+1cc to Mr.M.Vivekanandan, Advocate, S.R.No.75535

A.S. No. 548 of 2016

KJI (CO)
CS/17/12/2018