

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 11.12.2018

C O R A M :

THE HON'BLE MR.JUSTICE R.SURESH KUMAR

C.S.No.636 of 2003
and
A.Nos.7512 and 7513 of 2014

S.Karthikeyan

... Plaintiff

.Vs.

1.PN.Srinivasan
2.S.Shanthi
3.S.Prabhavathi
4.S.Meenakumari

... Defendants

Prayer : Civil Suit filed under Order IV Rule 1 of Original Side Rules r/w. Order VII Rule 1 of C.P.C., praying to pass a judgment and decree,

"(a) directing partition by metes and bounds of the property bearing door No.79, old No.23, Velalla Street, Ayanavaram, Chennai - 600 023 measuring an extent of 12500 sq.ft. comprised in Town Survey No.30, Block 11, Ayanavaram village, more fully described in the schedule hereunder written by allotting the front constructed portion measuring about 25 x 100 ft. to the plaintiff towards 1/5th share to the plaintiff.

(b) consequently directing the first defendant to render true and proper account for the amounts received by

the first defendant from the plaintiff.

(c) directing the first defendant to render true account in respect of the rent collected from the tenants since 01.08.00 onwards in respect of 1700 sq.ft. building and from 01.08.00 in respect of 800 sq.ft. building put up in the property bearing door No.79, Old.23, Vellala Street, Ayanavaram, Chennai – 600 023.

(d) declaring that the settlement deed said to have been executed by first defendant in favour of the 4th defendant would not bind the plaintiff.

(e) to pay the costs of the suit”

For Plaintiff : Mr.G.RM.Palaniappan
For Defendants : Mr.M.Kempraj
for M/s.Norton and Grant

J U D G M E N T

This suit has been filed seeking for the following relief:

“(a) directing partition by metes and bounds of the property bearing door No.79, old No.23, Velalla Street, Ayanavaram, Chennai - 600 023 measuring an extent of 12500 sq.ft. comprised in Town Survey No.30, Block 11, Ayanavaram village, more fully described in the schedule hereunder written by allotting the front constructed portion measuring about 25 x 100 ft. to the plaintiff towards 1/5th

share to the plaintiff.

(b) consequently directing the first defendant to render true and proper account for the amounts received by the first defendant from the plaintiff.

(c) directing the first defendant to render true account in respect of the rent collected from the tenants since 01.08.00 onwards in respect of 1700 sq.ft. building and from 01.08.00 in respect of 800 sq.ft. building put up in the property bearing door No.79, Old.23, Vellala Street, Ayanavaram, Chennai – 600 023.

(d) declaring that the settlement deed said to have been executed by first defendant in favour of the 4th defendant would not bind the plaintiff.

(e) to pay the costs of the suit”

2.It seems that, in the year 2011 itself, by the order of this Court, dated 31.01.2011, this suit was referred to the Tamil Nadu Mediation and Conciliation Centre, for exploring the possibility of Mediation and Conciliation, towards amicably settling the issue, out of Court, between the parties, pursuant to which, the Tamil Nadu Mediation and Conciliation Centre, after having successfully arrived at a compromise between the parties, had sent a report, which is called Mediation Agreement, dated 03.02.2011, which reads thus:

"Both sides, out of their own volition and

without any pressure or coercion from any side have agreed as follows:

1st Defendant is the owner of the property and has been in enjoyment and possession of the property as absolute owner in spite of the settlement he made in favour of the 4th defendant. The 4th defendant agrees that the 2nd Settlement deed dated 30.12.2005 in her favour is sham and nominal and she will transfer the property as mentioned in the schedule therein, back to her father, the 1st defendant.

The 1st defendant out of his love and affection for his children has agreed to settle the entire property on the plaintiff and defendants 2 to 4 as per the plan attached.

The 1st defendant will retain life interest for himself and his wife in the portion allotted to the plaintiff and the plaintiff agrees that he will not interfere in the possession and management of the property during the lifetime of his parents.

The plaintiff and defendants 2 to 4 will cooperate and assist in the proper conveyance of the suit property and agree that they will peacefully co-exist and will not interfere in the peaceful possession and enjoyment of each others property.

The plaintiff and the defendants agree to withdraw

the respective petitions/plaints or cases filed by them.

The plaintiff has agreed to withdraw the suit in view of the compromise suggested by his father, the 1st defendant and agrees that he has no further claims.

None of the parties to the suit shall interfere with the others peaceful possession and enjoyment of their respective portions of the property as allotted to them.

Sd/- Applicant/Plaintiff, Defendants 1 to 4, Counsel for Plaintiff, Counsel for D1 & D4, Counsel for D2 & D3, on 04.02.2011."

3. Though, the issue raised in the suit, has been settled between the parties amicably, as early in the year 2011, the same has not been brought to the notice of this Court, even though, the parties i.e. both the plaintiff and the defendants acted upon, as per the said settlement.

4. Today, when the case is taken up for hearing, it was brought to the notice by the learned counsel appearing for the plaintiff and defendants that, the issue has been settled in the year 2011 itself, and in this regard, they referred to the Mediation Agreement, dated 03.02.2011.

5. In view of the above, as the issue raised in the suit has been completely settled, between the parties, long back in the year 2011, before the Tamil Nadu

Mediation and Conciliation Centre, as per the Mediation Agreement, dated 03.02.2011, and pursuant to which, as per the submission of the learned counsel for both sides, both parties have acted upon, there is no other issue pending in this suit for further adjudication. Hence, by taking on record, the said Mediation Agreement of the Tamil Nadu Mediation and Conciliation Centre, dated 03.02.2011, this suit is dismissed. No costs. Consequently, connected Applications are closed.

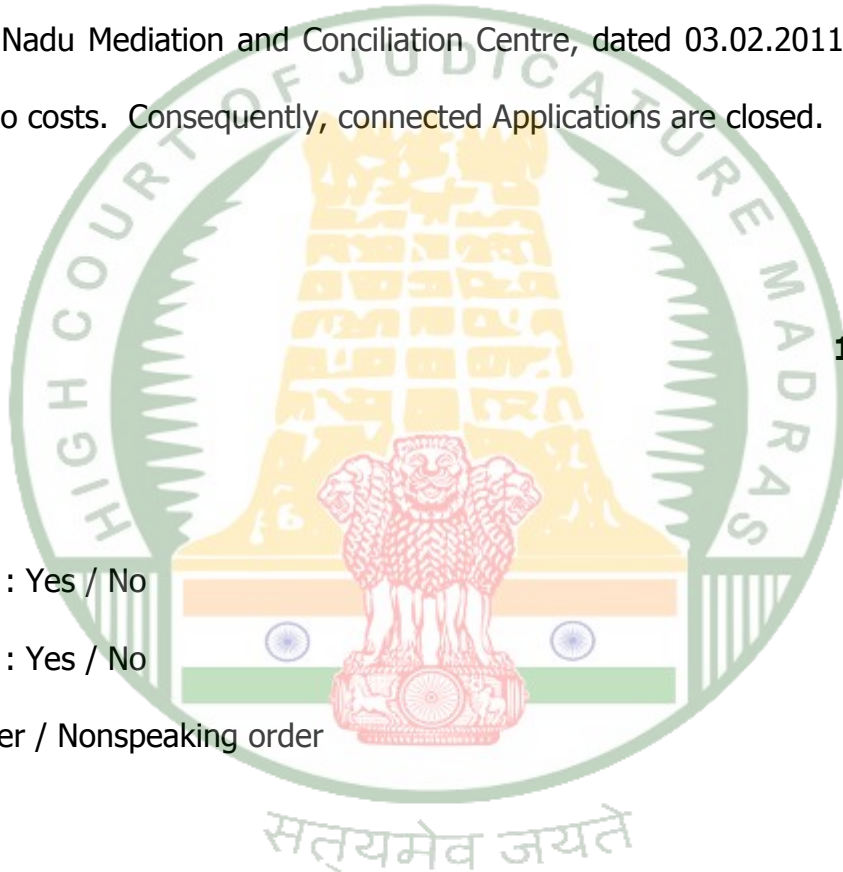
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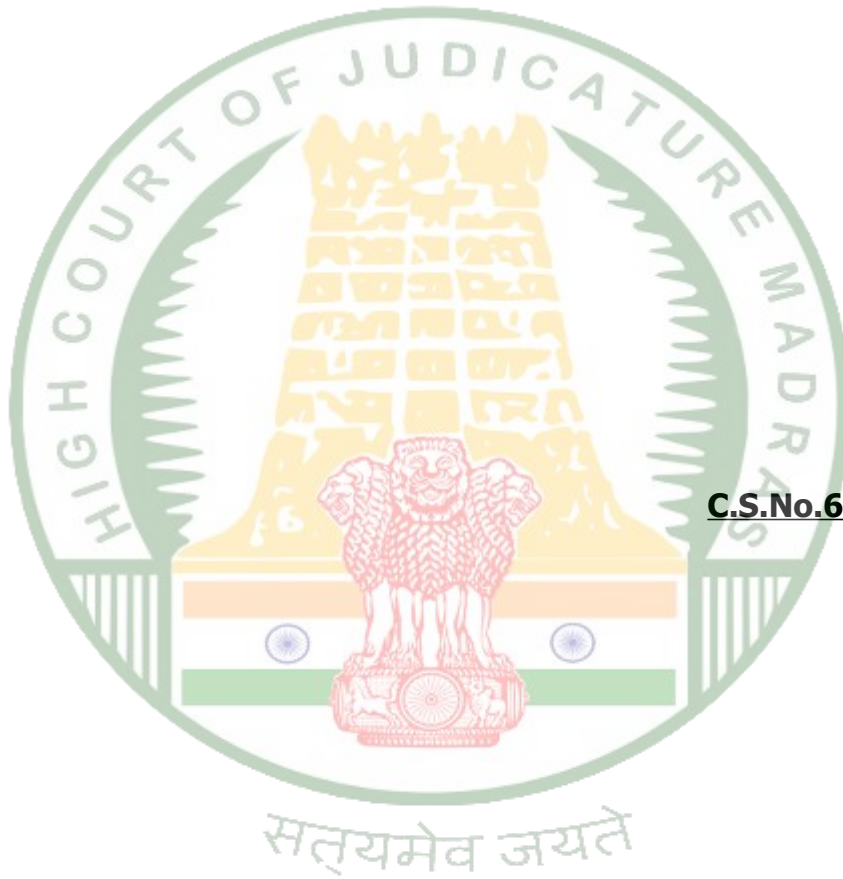
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Speaking order / Nonspeaking order

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R. SURESH KUMAR, J.

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