

HIGH COURT LEGAL SERVICES COMMITTEE, CHENNAI
Lok Adalat-II organised by the High Court Legal
Services Committee

Tuesday, the 18th day of December 2018

LOK ADALAT AWARD

(Chapter VI and u/s 21 of Legal Services
Authorities Act, 1987)

Presided over by

The Hon'ble Mr. JUSTICE N.V.BALASUBRAMANIAN

(Retd.)

and

Members

Ms.S.Prema Kumari

Mr.S.Ramalingam

C.S.No.56 of 2013

Prayer :- Civil Suit has been filed for judgment
and decree as follows:-

(a) Declaration declaring that the plaintiff is
the absolute owner with full legal right, title and
interest with respect to the suit property more
particularly described in the schedule to the
plaint.

(b) Directing the defendant to pay the costs of
the suit.

U.Mrudula
D/o U.Shoban babu,
No.7, (Old No.5),
Gilehrst Avenue,
Harrington Road, Chetpet,
Chennai - 600 031.

.. Plaintiff

Vs.

Nannaka Narendra (since deceased)
S/o Anantharamiah,
Mallela Village,
Tiruvur Taluk,
Krishna District,
Andhra Pradesh.

2. Ajai Kumar
S/o Nannaka Narendra

3. Ananth Kumar
S/o Nannaka Narendra
Both at Mallela Village,
Tiruvur Taluk,
Krishna District,
Andhra Pradesh.

(Defendants 2 and 3 are brought on record
as legal heirs of deceased sole defendant
as per order dated 22.10.2018 in
A.No.7979 of 2018)

... Defendants

This case came up for settlement before the Lok
Adalat. Mr.P.R.Murali, Counsel for the plaintiff
and Mr.J.Ram, Counsel for the defendants 2 and 3.

TERMS OF SETTLEMENT

The suit is for declaration of title of suit properties in favour of the plaintiff. The suit has been filed against one Nannaka Narendra, sole defendant in the suit and during the pendency of the suit, the sole defendant died on 15.03.2013 and his legal representatives, the defendants 2 and 3 were brought on record by the Hon'ble High Court, Madras in A.No.7979 of 2018 by order dated 22.10.18.

2. The Plaintiff is present and the second defendant along with their counsel are present. Both parties have entered into a Joint Memo of Compromise duly signed by the plaintiff and defendants 2 on his behalf and also on behalf of the third defendant. Third defendant herein has given authorisation to the second defendant to represent him and enter into compromise in the suit

and sign the Joint Memo of Compromise and other related papers before the Lok Adalat. The letter of authorisation given by the third defendant is produced and it is taken on record.

3. The suit is decreed as prayed for in paragraph 20(a) of the plaint and the defendants 2 and 3 shall not claim any legal right or title and interest in the aforesaid property, on the basis of the Joint Memo of Compromise, dated 18.12.2018 which shall form part of the award.

4. So far as court fee paid is concerned, the plaintiff also agree that the full court fee paid that may be given to the counsel for the plaintiff in the manner provided under Section 69-A of the Tamil Nadu Court-Fees and Suits Valuation Act, 1955 and the Court Fees Act, 1870 as provided for under sub Sec.1 of Section 21 r/w 25 of LSA Act 1987 as

amended in 1994 and there shall be no demand for additional Court fee.

5. Both the parties have agreed that they will bear the respective costs.

U.Mrudula

Counsel for the Plaintiff

Ajai Kumar

Counsel for the defendants 2 and 3

Ananth Kumar

(represented by his second defendant).

Sd/-

JUDGE

Sd/-

Sd/-

MEMBERS

MEMBERS

Sd/-

Assistant Registrar(LA)

// The Certified to be true copy //

Sub-Assistant Registrar(OS)

Enclosure:

1. Joint Memo of compromise dated 18/12/2018
2. Authorisation letter of Ananth Kumar dated
16/12/2018

To: The parties/Advocate concerned

Copy to:

1. The Secretary,
High Court Legal Services Committee, Chennai.
2. The Section Officer,
Lok Adalat Section, High Court,
Madras.+2 copies
3. The Record Keeper,
Original Side, High Court, Madras.

N.V.BALASUBRAMANIAN, J. (Retd.)

सत्यमेव जयते

adl

C.S.No.56 of 2013

18.12.2018

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