

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 11.01.2018

CORAM

THE HONOURABLE MR.JUSTICE M.DHANDAPANI

S.A.No.2049 of 2000  
and  
C.M.P.No.18854 of 2000

1. Natarajan
2. Devaraj (Deceased)
3. Lakshmi
4. Rudramurthy
5. Ramesh .... Appellants/Defendants 2 & 3

(Appellants 3 to 5 brought on record  
as Lrs of the deceased 2<sup>nd</sup> appellant  
as per the compromise memo dated  
11.01.2018 and vide order  
of this court dated 11.01.2018 in  
S.A. 2049/2000)

Vs.

1. K.K.Thangavelu
2. Ramasamy Gounder ... Respondents/Plaintiff & 1<sup>st</sup> defendant

PRAYER: The Second Appeal has been filed under Section 100 of C.P.C. against the Judgment and Decree dated 25.07.2000 made in A.S.No.32 of 1997, on the file of Principal Sub-Judge, Gobichettipalayam , confirming the Judgment and Decree made in O.S.No.472 of 1989 dated 20.09.1996 on the file of the District Munsif, Gobichettipalayam.

For Appellants : Mr.P.K.Muthu Kumar  
For Respondents: : K.M.Kailasam,

J U D G M E N T

The respondents / plaintiffs have filed the above suit for permanent injunction against the appellants / defendants on the file of the District Munsif Court, Gobichettipalayam. The said suit was decreed in favour of the respondents / plaintiffs

against the second and the third defendants / appellants herein.

2.The learned counsel appearing on either side submitted that though the 2<sup>nd</sup> appellant was died during the pendency of the second appeal, the legal heirs of the 2<sup>nd</sup> appellant entered a compromise with the defendant and their names were also appeared in the compromise memo. Since, the matter was compromised in between the legal heirs of the 2<sup>nd</sup> appellant they have not filed any legal heirs petition.

Registry is directed to implead the legal heirs of the 2<sup>nd</sup> appellant as stated in the compromise memo. The compromise memo is recorded and extracted hereunder:-

"(i). It is mutually agreed between both the parties that the party of the second part has handed over possession of the suit property to the parties of the first part on getting a sum of Rs.75,000/- as expenses for conducting the court proceedings from the parties of the first part.

(ii).It is mutually agreed between the parties that even though the party of the second party had succeeded in the court proceedings referred above, he has handed over the possession of the suit property to the parties of first part by receiving Rs.75,000/- and party of the second party will not claim any rights or benefits out of the decree obtained by him in the above court proceedings in respect of the schedule mentioned property.

(iii).it is mutually agreed between both the parties that the party of the second part has no right over the suit schedule property.

(iv).It is mutually agreed between both the parties that the second appeal pending before the Hon'ble Court of Madras may be dismissed as infructuous in view of this settlement.

(v).It is mutually agreed between both the parties that hereafter party of the second party, his agents, servants, his legal heirs, anyone claiming under him or anyone acting on his behalf will have no right or claim over the suit property; and the party of the second part hereby confirms title and possession of the parties of the first part in respect of the schedule property".

3. Accordingly, the second appeal is closed. The compromise memo shall form part and parcel of the decree. Consequently, connected CMP is closed. No costs.

s/d-  
Assistant Registrar (CO)

True Copy

Sub-Assistant Registrar

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To.

1. The Principal Sub-Judge,  
Gobichettipalayam
2. The District Munsif,  
Gobichettipalayam
3. The Section officer  
VR Section, High Court, Madras 104.

+1 CC to Mr.K.M. Kailasam, Advocate sr 2635.

+1 CC to Mr.P.K. Muthukumaran, Advocate sr 2273.

S.A.No.2049 of 2000

NM (CO)  
SP (15/10/2018)

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