

In the High Court of Judicature at Madras

Dated : 02.02.2018

Coram :

The Honourable Mr.Justice C.V.KARTHIKEYAN

C.S. No.823 of 2017

K.Sundararaj

... Plaintiff

Versus

1. Jayanthi Ramesh
2. R.Pooja
3. Minor R. Mahalakshmi 2 Minor Madhumitha
Represented herein by mother &
natural guardian Mrs.Jayanthi Ramesh

... Defendants

Plaint filed under Order IV of the O.S. Rules read with Order VII
Rule 1 C.P.C.

For Plaintiff : Mr.K.Bijai Sundar

For Defendants : Mr.R.V. Lakshmipathy

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JUDGMENT

This suit has been filed for the following reliefs:

a) for Cancellation of settlement deed dated 19.01.2005
registered as document No.376 of 2005 at the Office of the District

Registrar, Madras South, with respect to the commercial flat bearing Flat No.A1 of an extent measuring 692 sq. ft. in the ground floor of the premises bearing Old Door No.12, New No.27, North Mada Street, Thiruvanimiyur, Chennai - 600 041, together with 355/10900 sq. ft. undivided share of land out of 10,900 sq. ft. of land, mentioned as Item 1 of the Schedule of the suit property

b) for Cancellation of settlement deed dated 06.10.2016 and registered as document No.10559 of 2016 at the Office of the District Registrar, Madras South with respect to the undivided share of land namely, 78/10900 sq. ft. of land out of the total extent of land measuring 10900 sq. ft. situated at Old Door No.12, New No.27, North Mada Street, Thiruvanimiyur, Chennai - 600 041, mentioned as Item 2 of schedule of the suit property and

c) for cost of the suit

2. The plaintiff K.Sundararaj, his daughter Mrs.Jayanthi Ramesh and his grand daughter Ms.R.Pooja are present in this Court, today. He has another grand daughter Ms.R.Mahalakshmi alias R. Madhumita , who is a minor and represented by her mother Mrs.Jayanthi Ramesh.

3. Very unfortunately, Mrs.Jayanthi Ramesh, R.Pooja and R.Mahalakshmi alias R. Madhumita are actually defendants in a suit instituted by the plaintiff, but very fortunately, they had entered into a compromise and hopefully this would put an end to all the differences within the family in future also. As per the compromise, two settlement deeds dated 19.01.2005 and 06.10.2016, which have been registered in the office of the District Registrar, Madras South as Document No.376 of 2005 and

document No.10559 of 2016 respectively and which were the bone of contention in the suit shall be cancelled. But, in lieu of such cancellation, today, in this Court, the plaintiff handed over a sum of

i) Rs.50.00,000/- by way of Demand Draft No.154688, dated 17.01.2018 drawn on The Karur Vysya Bank Limited, T.Nagar Branch to his daughter/ first defendant, Mrs.Jayanthi Ramesh;

ii) Rs.15,00,000/- by way of Demand Draft bearing No.154689, dated 17.01.2018 drawn on KVB Limited, T.Nagar Branch in favour of R.Pooja, the second defendant and

iii) a) another Demand Draft for Rs.15,00,000/- bearing No.154690, 17.01.2018 drawn on The Karur Vysya Bank Limited, T.Nagar Branch, Chennai issued in the name of Registrar General, Original Side, High Court, Madras. It is to be noted that this Demand Draft has been purchased, in the name of the Registrar General, High Court, Madras, since the 3rd defendant R.Mahalakshmi alias Madumita, who is a minor.

b) Registry is directed to deposit the said Demand Draft in a Nationalised Bank, so that interest can accrue to that and the sum can be withdrawn at the time of attainment of majority of the 3rd defendant R.Mahalakshmi alias R.Madhumita, on proper identification and acknowledgment. Separate application to withdraw the amount need not be presented and by an administrative order, the amount can be paid to the minor

R.Mahalakshmi alias R.Madhumita, when she becomes Major

4. It is also represented by the learned counsel for the plaintiff, that by this Memorandum of Understanding, which has been duly signed by the plaintiff, 1st defendant, 2nd defendant and also by the 1st defendant on her behalf and on behalf of the 3rd defendant. has to form a part of decree. Accordingly, the suit is decreed in terms of the Memorandum of compromise.. This memorandum of compromise incidentally is also signed by both the learned counsel for the plaintiff and by the learned counsel for the defendants.

5. Suit is decreed in terms of the compromise. Compromise Memo shall form part of the decree. No costs.

02.02.2018

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Note office is directed to issue a copy of this order and decree to the Office of the District Registrar, Madras South, Chennai directing them to cancel the document No..376 of 2005 and document No.10559 of 2016 respectively

To

The Sub Assistant Registrar (O.S.),
High Court, Madras - 104.

C.V.KARTHIKEYAN, J.

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