

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 26.02.2018

CORAM

THE HONOURABLE MR.JUSTICE C.V.KARTHIKEYAN

Civil Suit No.113 of 2018

1.Jaganath A.Naidu
S/o.Late K.G.Appusamy
2.Prema Ramanathan
W/o.Ramanathan

Both rep by their Power of Attorney Agent
Mr.K.Baskar

...Plaintiffs

Vs.

Mr.Srinivas A.Naidu
S/o.Late K.G.Appusamy

... Defendant

This Civil Suit is preferred, under Order VII Rule 1 CPC and under Order IV Rule 1 of O.S. Rules prays for a judgment and decree; (a) declaring that the settlement deed dated 06.03.2003 registered as Document No.233 of 2003 in the office of Joint Sub-Registrar Officer, Chennai Central, relating to item 2 of suit schedule property is null and void, not acted upon not binding on the plaintiffs and enforceable in Law; (b) declaring the settlement deed dated 27.04.2007 registered as document no.2624 of 2007 in the Sub Registrar Office, Neelangarai, relating to item 1 of suit schedule property is null and void, not acted upon, not binding on the plaintiffs and unenforceable in law; (c) grant a preliminary decree for partition of suit schedule properties to the plaintiffs as per the WILL dated 11.08.2010 executed by K.G.Appusamy and in pursuance thereof appoint an Advocate Commissioner and divided the properties by metes and bounds and allot the shares to the plaintiffs and put them in possession of the same through the process of court; (d) permanent injunction restraining the defendant, his men, agent servants or anybody

claiming through them from in any way encumbering or alienating the suit schedule properties and award costs and pass such further or other reliefs that may deem fit and proper in the circumstances of the case and thus render justice.

For Plaintiffs : Mr.R.Bharath Kumar

For Defendant : Mr.V.Srinivas Babu

JUDGMENT

The power of attorney agent K.Baskar, Son of P.S.Krishnamurthy, of the plaintiffs and the defendant, Mr.Srinivas A. Naidu, both are present in this court.

2.The learned counsel for the plaintiffs and the learned counsel for the defendant are also present.

3.Very happily brought to the notice of this court, both the plaintiffs and the defendant, who have been properly advised by respective advocates, have decided to settle the issue amicably. Pursuant to such amicable compromise between them, they have also executed a joint compromise memo and have filed the same before this court.

4.This joint compromise memo dated 26.02.2018 (today) has been signed by the Power of Attorney of the plaintiffs and by the defendant. It has also been signed by the learned counsel for the plaintiffs and the learned counsel for the defendant. Both the Power of Attorney and the defendant have been inquired with respect to the terms of memo of compromise and they have also enquired with the said terms and they have agreed that the issues have been mainly settled. According to the

memo of compromise, they have written terms of compromise in the following manner:-

(a)The plaintiffs hereby agree and declare that the defendant is the sole and absolute owner of the suit properties and that the registered settlement deed dated 27.04.2007 vide Doc. No.2624 of 2007 on the file of Sub-Registrar, Neelangarai pertaining to item No.1 of the suit properties and settlement deed dated 06.03.2003 vide Doc. No.233 of 2003 at District Registrar, Central Chennai pertaining to item No.2 of the suit properties confirms good and marketable title in favour of the defendant.

(b)The plaintiffs claim voer the bequeath made by their father Late K.G.Appusamy Naidu through his last Will and Testament dated 11.08.2010 in their favour is hereby given up voluntarily and that the plaintiffs are not claiming any right through the said Will. The plaintiffs are withdrawing the T.O.S.No.19 of 2017 now pending before this Hon'ble Court unconditionally.

(c)The plaintiffs hereby declare that the defendant is the sole and absolute owner of the suit properties and that the settlement deed dated 06.03.2003 vide Doc. No.233 of 2003 at Joint Sub Registrar, Chennai Central and the settlement deed dated 27.04.2007 registered as Doc. No.2624 of 2007 at Sub-Registrar Office, Neelangarai is a valid document and confirms good and marketable title in favour of the defendant.

(d)The second plaintiff during the time of compromise made a specific request to the defendant that she is not willing to receive her share in the suit properties and that whatever share, she is supposed to receive in the present suit, can be settled /conveyed to the first plaintiff absolutely. The second plaintiff hereby declares that whatever property settled/conveyed in favour of the first plaintiff by the defendant pertaining to the suit properties, she will not claim any right, title or interest whatsoever.

(e)The defendant hereby agrees that plot no.3 measuring an extent of 3969 sq.ft. covered under the settlement deed dated 27.04.2007 vide Doc.No.2624 of 2007 at SRO, Neelangarai, which is morefully described in Schedule 'A' hereunder, shall be settled in favour of the 1st plaintiff and a final decree shall be passed to that effect. The defendant further agrees to execute absolute settlement deed in favour of the 1st plaintiff Jaganath A Naidu without receiving any consideration and out of love and affection, within a period of one month. The vacant possession of the plot No.3 is handed over by the defendant to the 1st plaintiff on this day.

(f)The plaintiffs shall bear stamp duty and other incidental expenses to be incurred before the Registrar office, Neelangarai for the Registration of settlement deed relating to plot No.3 measuring an extent of 3969 sq ft in favour of

1st plaintiff. The defendant agrees to produce the original settlement deed dated 27.04.2007 vide document no.2624 of 2007 before the Sub Registrar, Neelangarai for the perusal of Sub Registrar, at the time of registration of Settlement deed. The copies of the parent documents shall be delivered by the defendant to the plaintiffs at the time of registration.

(g) The plaintiffs shall have no right, title or interest over the properties morefully described in Schedule 'B' hereunder, which was settled by registered settlement deed dated 27.04.2007 vide Doc. No.2624 of 2007 at Sub Registrar Office, Neelangarai and settlement deed dated 06.03.2003 vide Doc. No.233 of 2003 at District Registrar, Central Chennai in favour of the defendant by his father Shri.K.G.Appusamy "**except plot no.3 which is morefully described in Schedule A hereunder as agreed upon**".

(h) Based on the above compromise, the plaintiffs and the defendants settled all their disputes amicably and that there is no claim whatsoever between themselves in respect of all movable and immovable assets left behind by their father K.G.Appuswamy including deposits and amounts if any.

C.V.KARTHIKEYAN, J.

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(i)Recording this compromise arrived at between the plaintiffs and the defendant, this Hon'ble Court may be pleased to pass Judgment and decree (final decree) in the present suit.

4.Accordingly, the suit is decreed in terms of the compromise. The joint memo of compromise is to form part of the decree. No costs.

26.02.2018

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Index : Yes

Internet : Yes/No

Speaking /Non-speaking order

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