

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 14.09.2018

CORAM

THE HON'BLE Dr. JUSTICE ANITA SUMANTH

C.S.No.143 of 2014

Mr.Suresh Bhaskaran ...Plaintiff
Vs.

1. Mrs. Renuka Sushil,
2. Mr. Suraj Sushil,
3. Mr.Sharad Sushil ..Defendants

PRAYER:

Plaint filed under Order VII Rule 1 of the C.P.C. and Order IV Rule 1 of the Madras High Court Original Side Rules, praying that settlement deed dated 31.08.2006 and the memorandum of understanding dated 03.09.2006 be null and void and not binding on the plaintiff, the alleged Will said to have been executed by the late Mrs. Hyma Bhaskaran on 03.09.2006 may not be binding on the plaintiff, for passing of a preliminary decree allotting 1/2 share in the Schedule [A] and Schedule [B] property and to appoint an Advocate Commissioner to divide Schedule [A] property by metes and bounds and to hand over possession of the same to the plaintiff, or in the alternative to effect a sale of Schedule [A] property and apportion the proceed in accordance with the shares determined under the preliminary decree, and to take accounts of [B] Schedule property in terms of the preliminary decree.

For Plaintiff : Mr.Govind Chandrasekhar

For Defendants : Mr.A.Arumugam
Dr.ANITA SUMANTH,J.
J U D G M E N T

1. A deed of compromise dated 28.06.2018 is circulated today, executed by the plaintiff as well as three(3) defendants arriving at the terms of compromise between the parties.
2. Mr.Mr.Govind Chandrasekhar learned counsel for the plaintiff and Mr.A.Arumugam learned counsel for the defendants also circulate a joint memo dated 14.09.2018 to the effect that a deed of compromise has indeed been entered into between the parties and requesting that the suit be decreed in terms of the deed of compromise.
3. Accordingly, and in view of the aforesaid, this suit is decreed in terms of the Deed of Compromise dated 28.06.2018 which is made part and parcel of this judgment. No costs.

ska 14.09.2018

