

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 27.08.2018

CORAM:

THE HONOURABLE MR.JUSTICE M.S.RAMESH

Second Appeal No.1045 of 2012 and
M.P.No.1 of 2012

Ram Manohar Logia (Died)
Lalitha (died)

1. Premavathi
2. Subbulakshmi
3. Charumathi
4. Pushpa
5. Suganthi
6. Minor Nishanthi
7. Minor Karthikeyan

... Appellants 3 to 9/
Defendants 6 to 12/Appellants

Vs.

Sakkubai Ammal ... Plaintiff/Respondent/Respondent

Prayer:

Second Appeal filed under Section 100 of the Code of Civil Procedure against judgment and decree in A.S.No.10 of 2008, dated 05.08.2009 in confirming the judgment and decree on the file of the learned District Munsif, Maduranthakam in O.S.No.136 of 1998, dated 20.09.2007, is even otherwise illegal, incompetent and without jurisdiction and in any event liable to be set aside.

For Appellants 3 to 9/
Defendants 6 to 12 : Mr.V. Lakshminarayanan

For Respondent/Plaintiff : Mr.G.Ashokapathy
For M/s. Pass Associates

J U D G M E N T

The defendants 6 to 12 in the suit in O.S.No.136 of 1998 and the appellants 3 to 9 are present in the second appeal. Pending the second appeal, now all the parties have entered into and amicably resolved the dispute among themselves and have

entered into Memorandum of Compromise dated 25.03.2018 which reads as follows:

(i) That the respondent in the above appeal, had filed a suit in O.S.No.136 of 1998 on the file of the Hon'ble District Munsif at Maduranthakam praying for permanent injunction restraining the appellants from interfering with the peaceful possession and enjoyment of the respondent over the schedule A mentioned property and for a mandatory injunction directing the appellants herein to remove the superstructure put up by the appellants illegally and lying on the north-eastern portion of the schedule "A" mentioned property.

(ii) That the said suit was decreed in part where by the prayer for permanent injunction was granted and the prayer for mandatory injunction was dismissed on 20.09.2007. That against the grant of permanent injunction, the appellants herein had preferred the First Appeal in A.S.No.10 of 2008 on the file of the Subordinate Judge at Madhuranthagam and the respondent herein has filed the first appeal in A.S.No.55 of 2010, on the file of the Subordinate Judge at Madhuranthakam against the dismissal of the prayer for mandatory injunction. The first appeal filed by the respondent herein is pending and the first appeal in A.S.No.10 of 2008 on the file of the Subordinate Judge at Madhuranthakam filed by the appellants has been dismissed on 05.08.2009.

(iii) That the appellants above named have filed the above second appeal before this Hon'ble Court against judgment and decree passed in A.S.No.10 of 2008 on the file of the Subordinate Judge at Madhuranthagam.

(iv) The appellant and the respondent mutually agree that the respondent shall not interfere with the peaceful possession and enjoyment of the appellants or their successors in interest, over the north eastern portion measuring 10.75 cents in schedule "A" mentioned property and morefully described in the schedule "B" hereunder. It is agreed by the appellants that the schedule "B" mentioned property shall henceforth be owned, possessed

and enjoyed by the 5th appellant namely Mrs.Suganthi. The appellants shall not interfere with ownership and enjoyment of the respondent or her successor in interest over the remaining portion of the schedule "A" mentioned property morefully described in the schedule "C" hereunder.

(v) The respondent shall execute such other document of conveyance in favour of the 5th appellant at the cost of the appellants and the appellants shall be liable to pay all taxes and duties that the respondent or her successor in interest may be made liable to pay due to the transfer of the schedule "B" mentioned property to the appellants.

(vi) The respondent in pursuance to the execution of the present memorandum of compromise shall withdraw A.S.No.55 of 2010 on the file of the Subordinate Judge at Madhuranthagam filed by her.

(vii) The appellants or any persons or persons claiming through them shall not at any time claim any title over the Schedule "C" mentioned property. The Schedule "C" mentioned property shall be owned, possessed and enjoyed by the respondent and her successor in interest without any interference or claim by the appellant or person or persons claiming through them.

(viii) The parties to this agreement affix their hand and seal confirming the voluntary nature of this agreement.

2. In view of the terms of the Memorandum of Compromise recorded above, the Second Appeal stands closed. The Memorandum of Compromise, dated 25.03.2018 shall form part of the decree. No costs. Consequently, connected Miscellaneous Petition is closed.

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Sd/-
Assistant Registrar(CS V)

//True Copy//

Sub Assistant Registrar

msm

To

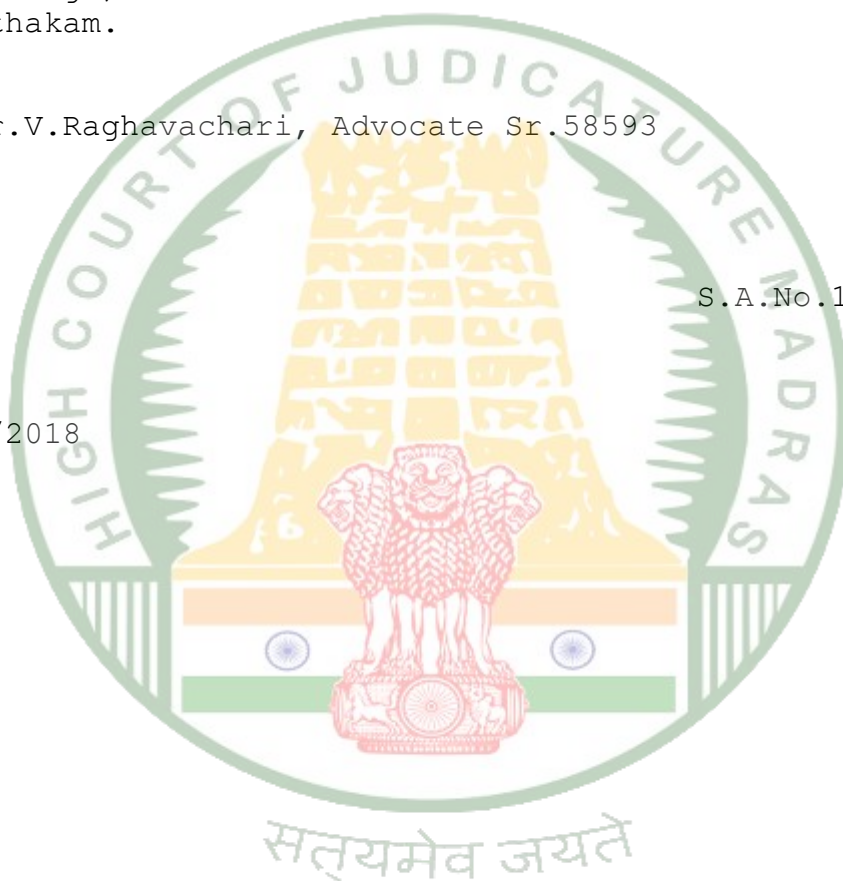
1.The District Munsif,
Maduranthakam.

2.The Sub Judge,
Maduranthakam.

+1cc to Mr.V.Raghavachari, Advocate Sr.58593

S.A.No.1045 of 2012

vba[co]
srg 05/10/2018



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