

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 02.03.2018

CORAM:

THE HON'BLE JUSTICE C.V.KARTHIKEYAN

C.S. No. 782 of 2016

1. S.Vijaya
2. S.Rajesh
3. K.Divya

...

Plaintiffs

..Vs..

1. A.Kumaran
2. A. Narayanan @ A.Suriyanarayanan
3. A. Suri @ A. Suriyanarayana
4. A. Radhakrishnan

...

Defendants

For Plaintiffs : M/s.R.Vijayaraj Naren
 For Defendants : M/s.M.Stalin

- - -

PRAYER : Complaint has been filed Under Order IV Rule 1 of O.S. Rules read with Order VII, Rule 1 of Civil Procedure code, (a). to partition the schedule mentioned properties both movables and immovable's by metes and bounds and allot the Plaintiffs with their 2/30th share each (b). For a permanent injunction restraining the first Defendants, their men, agents and subordinates or any one claiming through them from interfering with the Plaintiffs peaceful possession enjoyment of the "A" and "B" Schedule mentioned property (c). directing the defendants to

allot the Plaintiffs share of mesne profits from 18/11/2015 at the rate of Rs.5,00,000/-per month amounting to Rs.45,00,000/-jointly to the Plaintiffs or 1/3rd out of Rs.15,00,000/-each to the Plaintiffs and also the future mesne profits from the date of the present suit at the rate to be decided by this Court, (d). directing the defendants to pay to the plaintiffs the costs of the suit and (g).for the grant to them such further or other relief or reliefs as this Court may seem fit and proper in the circumstances of the case.

J U D G M E N T

C.S. No.782 of 2016 had been filed seeking the relief of partition, permanent injunction and mesne profit against the Defendants in respect of the Suit property.

2. The plaintiffs S.Vijaya, S.Rajesh and S.Divya are present along with their Counsels. Simultaneously, the defendants A.Kumaran, A.Narayanan @ A.Suriyanarayanan, A.Suri @ Suriyanarayana and A.Radhakrishnan are also present along with their Counsels.

3. A detailed memo of compromise has been presented today in the Court along with an affidavit signed by all the three plaintiffs and all the four defendants in each and every page and also by the learned counsel for the plaintiffs and learned counsel for the defendants.

4. The plaintiffs have also been enquired with respect to the terms of compromise. The defendants have also been enquired regarding the terms of compromise. They have both admitted to the terms, according to the memorandum of compromise.

5. The terms of memorandum of compromise are recorded which is as follows;

1. That the plaintiffs are allotted the house properties described in Schedule-A and Schedule-B of the plaint. The said properties are also described as Schedule-A and Schedule-B hereunder in this Memorandum of Compromise.

2. That the plaintiffs are also allotted portion of the properties described in Schedule-C of the plaint and other items of properties. The said properties are also described as Schedule-C hereunder in this Memorandum of Compromise.

3. That the plaintiffs are also paid a sum of Rs.10,00,0000/- (Rupees Ten Lakhs only) each, jointly by the defendants 1 to 3, as contained in the Schedule -D hereunder as full and final monetary settlement.

4. That the plaintiffs shall not have any manner of right over the remaining properties of the Schedule-C of the plaint. The defendants 1 to 3 shall continue to possess and enjoy such remaining properties of the Schedule-C of the

plaint along with their respective other properties without any interruption from the plaintiffs.

5. That the plaintiffs agree that they have no manner of right over the Vehicles listed in Item-I of Schedule-D of the plaint. Further the plaintiffs agree that the Gold jewels as listed in Item-2 of Schedule-D of the Plaint or the Deposits and Shares as listed in Item-3 of Schedule-D of the Plaint or Vessels and Furniture in Item-4 of Schedule-D of the plaint do not exist and is therefore not available for Partition.

6. That the plaintiffs agree that they have no manner of right over any other movable or immovable property of the Defendants either jointly or individually in their names or that of their spouses or that of their children.

7. That the plaintiffs agree that they have no right over the businesses run by the defendants individually or jointly in any manner.

8. That the plaintiffs agree that they have no manner of right in the Bank Accounts and other assets of the erstwhile businesses of Late Mr.P.Angu.

9. That the plaintiffs do hereby accept and ratify all documents of title in respect of the remaining properties either individually or jointly in the name of the defendants.

10. That the plaintiffs do hereby accept and ratify that the Deed of Will dated 05.08.2015 executed by Mr.A.Srinivasan and the subsequent Deed of Release dated 03.10.2016, registered as document No.4485 of 2016 at the SRO Arani executed by the 2nd and 3rd defendants in favour of the 1st defendant shall be valid and binding on the plaintiffs, except in respect of properties contained Schedule-C hereunder.

11. That the plaintiffs agree that they accept the properties listed in the Schedule-A, B and C hereunder and Schedule-D mentioned monetary consideration in quit of all their claims as against the defendants and their successors in interest.

12. That the plaintiffs do hereby agree and declare that they shall not make any further claim of any sort as against the defendants or their businesses or their properties.

13. That the plaintiffs do hereby agree to sign all documents so as to confirm and ratify the ownership of the defendants for all the remaining properties of the defendants and the businesses if necessary. In that regard the plaintiffs also agree to appear before all necessary Statutory Authorities to execute the necessary documents thereof.

14. That the defendants do hereby agree and declare that the properties allotted to the plaintiffs under

this Memorandum of Compromise shall absolutely and jointly belong to the plaintiffs.

15. That the defendants do hereby agree and declare that the properties hereby allotted to the plaintiffs as morefully described in the Schedule-A, B and C hereunder is free of all encumbrances.

16. That the defendants do hereby agree and declare that they have no further claim as against the plaintiffs or the properties allotted to the plaintiffs in any manner.

17. That the defendants do hereby agree and declare that the plaintiffs are entitled to possess and enjoy the Schedule-A, B and C mentioned properties in any manner as they deem fit and proper.

17A. That the defendants shall not have any claim of any sort as against the Schedule-A, B and C mentioned properties in any manner.

18. That the plaintiffs and the defendants agree to abide by the terms of this Compromise in Letter and spirit.

19. That the plaintiffs and the defendants agree that the divisions of the properties as contained herein, are final and binding on the parties hereto.

The plaintiffs and the defendants therefore pray that this Hon'ble Court may kindly be pleased to record the Compromise and Decree the Suit in terms of the Compromise and pass such or further orders this Hon'ble Court may deem fit and proper and thereby render Justice.

SCHEDULE-A

All that house and ground bearing New Door No.43/5, Old Door No.65, Plot No.43/1, 2nd Avenue, Velmurugan Nagar, Kolathur, Chennai-600 099, compromised in S.Nos.127/2, 129/2, 130/4, 134/2, T.S.No.55 and Block No.37 of Kolathur Village, measuring

East to West on Northern side - 48 feet,

East to West on Southern side - 48 feet,

North to South on Eastern side - 25 feet,

North to South on Western side - 25 feet,

in all admeasuring an total extent of 1200 sq.feet and bounded on the :

North by : 24 feet Road,

South by : Remaining Portion of Plot No.43,

East by : 30 feet Road,

West by : Plot No.42

Situated within the registration district of North Chennai and Sub-registration District of Sembium;

SCHEDULE-B

All that house and ground bearing Door No.43A, Plot No.43-A, 2nd Avenue, Velmurugan Nagar, Kolathur,

Chennai – 600 099, comprised in S.Nos.127/2, 129/2, 130/4, 134/2, as per Patta S.No.134/28 of Kolathur Village, measuring;

East to West on Northern side - 48 feet,

East to West on Southern side - 48 feet,

North to South on Eastern side - 25 feet,

North to South on Western side - 25 feet,

in all admeasuring an total extent of 1200 sq.feet and bounded on the :

North by : Plot No.43 Part,

South by : Plot No.44,

East by : 30 feet Road,

West by : Plot No.42

Situated within the registration district of North Chennai and Sub-registration District of Sembium;

SCHEDULE-C

Item -1

All that house and ground bearing New Door No.49, Old Door No.21A, First Main Road, Ram Nagar, Peravallur, Chennai – 600 082, comprised in Old S.No.193 Part, New T.S.No.1/9 and Block No.21 of Peravallur Village, measuring;

East to West on Northern side - 47 feet,

East to West on Southern side - 44 feet,

North to South on Eastern side - 40 feet 6 inches,

North to South on Western side - 25 feet,

in all admeasuring an total extent of 1472 sq.feet and bounded on the :

North by : K.C.Archana Apartments,
 South by : Plot No.20,
 East by : Bharath Apartment and Passage leading
 to First Main Road,
 West by : Property in R.S.No.191,
 Together with Passage measuring $4 \times 58 = 232$ sq.feet +
 1472 sq. feet = 1704 sq. feet;
 Situated within the registration district of North Chennai and
 sub-registration District of Sembium and limits of
 Corporation of Chennai.

Item -2

All that house and ground site bearing Plot No.273,
 Thiruneelagander Nagar Part-II, comprised in S.No.389/2A,
 as per Patta S.No.389/31 of Puzhal Village, Madhavaram
 Taluk, Thiruvallur District, measuring;
 East to West on Northern side - 30 feet,
 East to West on Southern side - 30 feet,
 North to South on Eastern side - 80 feet,
 North to South on Western side - 80 feet,
 in all admeasuring an total extent of 2400 sq.feet and
 bounded on the :

North by : 30 feet Layout Road,
 South by : Plot No.283,
 East by : Plot No.272,
 West by : Plot No.274,

Except the passage for Temple

Situated within the registration district of North Chennai and
 sub-registration District of Redhills;

Item -3

All that house and ground site bearing Plot No.274, Thiruneelagander Nagar Part-II, comprised in S.No.389/2A, as per Patta S.No.389/32 of Puzhal Village, Madhavaram Taluk, Thiruvallur District, measuring;

East to West on Northern side - 30 feet,
 East to West on Southern side - 30 feet,
 North to South on Eastern side - 80 feet,
 North to South on Western side - 80 feet,
 in all admeasuring an total extent of 2400 sq.feet and bounded on the :

North by : 30 feet wide Road,
 South by : Plot No.282 and 283,
 East by : Plot No.273,
 West by : Plot No.275,

Situated within the registration district of North Chennai and sub-registration District of Redhills;

Item -4

All that house and ground site bearing Plot No.275, Thiruneelagander Nagar Part-II, comprised in S.No.389/2A, as per Patta S.No.389/29 of Puzhal Village, Madhavaram Taluk, Thiruvallur District, measuring;

East to West on Northern side - 30 feet,
 East to West on Southern side - 30 feet,
 North to South on Eastern side - 80 feet,
 North to South on Western side - 80 feet,
 in all admeasuring an total extent of 2400 sq.feet and bounded on the :

North by : 30 feet Layout Road,
 South by : Plot No.282,
 East by : Plot No.274,
 West by : Plot No.276,

Except the passage for Temple

Situated within the registration district of North Chennai and
 sub-registration District of Redhills;

Item -5

All that house and ground bearing Plot No.276 &
 277, Thiruneelagander Nagar Part-II, comprised in
 S.No.389/2A, as per Patta S.No.389/34 and 389/35 of
 Puzhal Village, Madhavaram Taluk, Thiruvallur District,
 measuring 4800 sq.fett and bounded on the;

North by : 30 feet Wide Road,
 South by : Plot Nos.281 & 280,
 East by : Plot No.275,
 West by : Plot No.277A,

Situated within the registration district of North Chennai and
 sub-registration District of Redhills;

Item -6

Item – 6 A :

All that vacant house site bearing Plot No.22, Anna
 Nagar, comprised in S.No.33/6 and 44/2, as per Patta New
 S.No.33/6A of Grandlyon Village, Madhavaram Taluk,
 Thiruvallur District, measuring;

East to West on Northern side - 81 feet 3 inches,
 East to West on Southern side - 84 feet,

North to South on Eastern side - 42 feet,
 North to South on Western side - 47 feet,
 in all admeasuring an total extent of 3676 sq.feet and
 bounded on the :

North by : Vacant land,

South by : Plot No.23,

East by : 24 feet wide Road,

West by : Vacant land,

Situated within the registration district of North Chennai and
 sub-registration District of Redhills;

Item – 6B :

All that vacant house site bearing Plot No.23 and
 24, Annai Nagar, comprised in S.No.33/6, 34/4, 44/3 and
 44/2, as per Patta S.No.33/6B and 34/4A of Grandlyon
 Village, Madhavaram Taluk, Thiruvallur District, measuring;

East to West on Northern side - 84 feet,

East to West on Southern side - 97 feet,

North to South on Eastern side - 84 feet,

North to South on Western side - 92 feet,

in all admeasuring an total extent of 10334 sq.feet and
 bounded on the :

North by : Plot No.22,

South by : Plot No.25,

East by : 24 feet wide Road,

West by : Vacant land,

Situated within the registration district of North Chennai and
 sub-registration District of Redhills;

Item – 6 C :

All that vacant house site bearing Plot No.25 and 26, Annai Nagar, comprised in S.No.34/6 and 44/3, Part of Grandlyon Village, Madhavaram Taluk, Thiruvallur District, measuring;

East to West on Northern side - 97 feet,
 East to West on Southern side - 79 feet 6 inches,
 North to South on Eastern side - 84 feet,
 North to South on Western side - 108 feet 6 inches,
 in all admeasuring an total extent of 8067 sq.feet and bounded on the :

North by : Plot No.24,

South by : Plot No.46,

East by : 24 feet wide Road,

West by : Vacant land,

Situated within the registration district of North Chennai and sub-registration District of Redhills;

SCHEDULE – D

a) Rs.10,00,000/=to the 1st Plaintiff vide Demand Draft dated 07.02.2018, bearing No.523141, drawn on Indian Overseas Bank, Choolao branch.

b) Rs.10,00,000/=to the 2nd Plaintiff vide Demand Draft dated 07.02.2018, bearing No.523142, drawn on Indian Overseas Bank, Choolao branch.

C.V.KARTHIKEYAN, J

ksa

c) Rs.10,00,000/=to the 3rd Plaintiff vide Demand Draft dated 07.02.2018, bearing No.523143, drawn on Indian Overseas Bank, Choolao branch.

6. The suit is decreed in accordance with memo of compromise and decree has to be passed in accordance with memo of compromise, since the matter had been settled out of Court.

7. The memo of compromise shall form part of the decree. All the connected applications are closed.

02.03.2018

Index : Yes / No
Web : Yes / No
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Note to Office : Issue copy of Order today, on 07.03.2018

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Judgment in
C.S. No. 782 of 2016