

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 05.12.2018

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THE HONOURABLE MR.JUSTICE K.KALYANASUNDARAM

C.S.No.528 of 2014

and

A.Nos.4140 of 2017, 4720 & 4721 of 2016

Dorairaj Sanjeevi ... Plaintiff

Vs

Anthony Raj ... Defendant

Plaint filed and Suit numbered under Order IV Rule 1 of O.S.Rules
r/w Order VII Rule 1 of CPC, praying for judgment and decree as follows:

a. passing a Preliminary Decree for partition and separate possession
of the Schedule Mentioned Property by allotting the plaintiff's 1/2 share in the
same.

b. Appoint an Advocate Commissioner to divide the properties by
metes and bounds and allot to the plaintiff's 1/2 share in the Suit Schedule
mentioner property.

c. To pay the costs.

For Plaintiff : Mr.M.K.Kabir
Senior Counsel for
M/s.T.Jayaraman

For Defendant : Mr.R.Mubarak Basha

JUDGMENT

Mr.M.K.Kabir, learned Senior Counsel appearing for the plaintiff as well as Mr.R.Mubarak Basha, learned counsel for the defendant submitted that the dispute between the parties has been amicably settled before the mediator, who is appointed by this Court. The mediation report dated 27.10.2018, which reads as follows:

“1.Parties have mutually agreed to not use the final sketch submitted by apex Topomappers.

2.Parties have mutually agreed to the Sketch submitted in Court by Ajeez Moideen. Northern portion of the property is to be allotted to Mr.Anthony Raj/Defendant. Southern portion of the property is to be allotted to Mr.Durai Raj/Plaintiff as per the sketch.

3. Parties have agreed to approach the revenue department for surveying the property, fixing the boundaries as per the sketch submitted in Court.

4.Property Tax for Rs.67,956/- has been paid. Vacant Land Tax for Rs.26,700/- has been paid. Water Tax yet to be paid.

5. Respective parties will obtain patta after final decree with reference to their respective shares.

6.In respect of all claims from any statutory bodies both parties agree to mutually share the costs and both parties will issue no objection certificate to the statutory bodies as and when required by it.

7. Balance amount in Bank Account : Rs.10,25,561/-
Rs.1,25,561/- to be left in the bank account for miscellaneous expenses.

8. Defendant (Anthony Raj) forgoes his share of Rs.4,50,000/- in the joint account of pilot theater towards his liability of Rs.5,73,625/- to the plaintiff. Cheque for Rs.9,00,000/- (Cheque No.000148 drawn on Bank of India, Royapettah Branch) has been handed over to the plaintiff (Dorai Raj) today.

9. Defendant (S.Anthony Raj) will verify and pay the remaining amount of Rs.1,23,625/- to the plaintiff (S.Dorai Raj).

2. The learned counsel for the defendant submitted as agreed before the mediation, the defendant paid an amount of Rs.1,15,286/- in Cheque No.000150, dated 05.12.2018, Bank of India and Rs.56,895/- in cheque No.060717, dated 5.12.2018, Bank of India, to the plaintiff.

3. In view of the above, the civil suit is decreed based on the report of the mediator dated 27.10.2018 and the sketch attached with the mediation report, which shall form part of the decree. No costs. Consequently, connected applications are closed. Since the settlement arrived at between the parties, the plaintiff is entitled to get back the full Court fees as per Section 69-A of the Tamil Nadu Court Fees and Suits Valuation (Amendment) Act, which provides that the plaintiff shall be entitled to a certificate from the

K.KALYANASUNDARAM, J.,

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Court authorizing him to receive back the full amount of the fee paid in respect of such plaint, if the dispute referred by the Court is settled. Therefore, the plaintiff is directed to obtain necessary authorization certificate in order to get back the full amount of the Court fee paid in respect of the plaint.

05.12.2018

Index:Yes/No

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To

The Sub Assistant Registrar, सत्यमेव जयते
Original Side,
High Court, Madras.

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