

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 20.11.2018

CORAM:

THE HONOURABLE MR.JUSTICE D.KRISHNAKUMAR

Second Appeal No.486 of 2017
and C.M.P.No.11955 of 2017

Florence J Isaac Appellant

Vs.

1. Ullamma
2. Sidalappa
3. Kempaveerappa
4. Laxamamma
5. Munnilaxmi
6. Munniraj (Died) ... Respondents

PRAYER: Second Appeal filed under Section 100 C.P.C. against the judgment and decree dated 23.03.2017 passed in A.S.No.11 of 2016 on the file of the Additional District Judge, Hosur.

For Appellant : Ms.Gladys Daniel

For 1st to 5th

Respondents : Mr.V.Prabhu
for M/s.A.A.V.Partners

R6 - Died and given up

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J U D G M E N T

The instant Second Appeal has been filed against the judgment and decree dated 23.03.2017 passed in A.S.No.11 of 2016 on the file of the Additional District Judge, Hosur.

2. On 25.10.2018, when the matter came up for reporting settlement, the appellant appeared before this Court, but the respondents did not appear. Therefore, for the appearance of the respondents, the appeal is posted today.

3. When the matter is taken up today, the appellant and the 2nd to 5th respondents appeared before this Court and due to ill-health, the first respondent could not appear and hence, the first respondent authorized her husband to appear before this Court on her behalf.

4. The learned counsel appearing for the appellant do not have any objections regarding non-appearance of the first respondent. The appellant as well as the respondents have agreed the Terms of Settlement as mentioned in the Memo of Compromise dated 27.10.2017.

The said Terms of Settlement reads as under:-

TERMS OF SETTLEMENT

1. The 1st respondent and her legal heirs and all those claiming through and under her will not have any claims against the appellant with respect to the schedule here below.
2. The 1st respondent hereby relinquishes her 1/5 share in the schedule here below.
3. The appellant is making payment of a sum of Rs.30 lakhs (Rupees Thirty Lakhs only) as full and final settlement to the 1st respondent for all claims arising out of the above O.S.No.167 of 2013 and the resultant S.A.No.486 of 2017 and the schedule property mentioned here below.
4. The 1st respondent submits that there will be no claims against the appellant with respect to the property set out in the schedule here below.
5. The 1st respondent is signing this compromise on her own free will and without any compulsion or coercion.
6. The appellant is giving up respondents 2 to 6 who have already received their share of the sale proceeds either themselves or through their predecessor in the title with respect to the schedule property here below.
7. The S.A.No.486 of 2017 may be disposed of in terms of the Memo of Compromise and the Memo of Compromise may form part of the order.
8. The parties shall bear their own costs.

SCHEDULE OF PROPERTIES

Dharmapuri District, Hosur Taluk, Krishnagiri RD Hosur,

the property is situated in the Achettipalli Village of Hosur Taluk bearing

S.No.352 Dry Extent 3.34 Acres Asst. Rs.1.47 Full

S.No.357/B Dry Extent 0.14 Acres Asst. Rs.0.06 Full

S.No.358 Dry Extent 3.08 Acres Asst. Rs.1.36 Full

S.No.3.53/1B2 Dry Extent 0.10 Acres Asst. 7 Full

S.No.356/B Dry Extent 0.62 Acres Asst. Full

Altogether making a total extent of 7.28 Acres

The properties come under the limits of Achettipalli Panchayat and attached to Hosur Union Council.”

5. Recording the above terms of settlement arrived at between the parties, the present Second Appeal is disposed of. The said Memo of Compromise dated 27.10.2017 shall form part of the judgment. There shall be no order as to costs. Consequently, connected miscellaneous petition is closed.

20.11.2018

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Note: Issue order copy on or before 30.11.2018

To

The Additional District Judge,
Hosur.



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D.KRISHNAKUMAR, J.,

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