

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 30.04.2019

CORAM:

THE HONOURABLE MR.JUSTICE R.SURESH KUMAR

C.S.No. 813 of 1998 and
A.Nos.6493 & 6494 of 2016

1. Rekha Budharani
2. Vijay Budhrani
3.Mahesh Budharani

... Plaintiffs

-Vs-

1. Lal Budharani
2. Priya Budharani

... Defendants

Suit is filed for a decree and Judgment directing the partition and separate possession of the Plaintiff's half share in the suit property and to direct the defendant to pay the cost.

For Plaintiffs : Mr.N.Muralikumaran
for Mr.Srinath Sridevan

For Defendants : Mr. B.Rabu Manohar

J U D G M E N T

This suit has been filed seeking a preliminary decree in favour of the Plaintiffs against the defendants directing the partition and Separate Possession of the Plaintiff's half share in the suit property and to pay costs.

2. When this suit came up for hearing today before this Court, the learned counsel for the parties i.e., Plaintiff's as well as the Defendants appeared before this Court and submitted that, pursuant to the earlier order passed by this Court referring the matter to the Tamil Nadu Mediation and Conciliation Center to explore the possibility of settlement between the parties, both parties submitted that, the settlement had been arrived at before the Tamil Nadu Mediation and Conciliation Center and a Joint Memo of Compromise had been entered into between the parties. Accordingly, the Joint Memo of Compromise entered into between the parties, before the Tamil Nadu Mediation and Conciliation Center dated 29.04.2019, along with the report of the Mediation and Conciliation Center had been annexed.

3. By relying upon the said Joint Memo of Compromise entered into between the parties, i.e., the plaintiffs and the defendants, learned counsel for both sides submit that, in terms of the said Joint Memo of Compromise dated 29.04.2019, since the parties have agreed upon, after having recording the same, the suit can be decreed strictly in terms of the said Joint Memo of Compromise.

4. I have considered the said submissions made by the learned counsel for the parties and have gone through the averments and contents in the Joint Memo of Compromise dated 29.04.2019.

5. As the Compromise has been entered into and a Joint Memo of Compromise dated 29.04.2019 has been filed, wherein, both the plaintiffs as well as the defendants have signed along with their respective counsel, some of the family members as consented parties have also signed in the Joint Memo of Compromise. Learned counsel for the parties submitted that, apart from the suit schedule property, some other property, which also belongs to the family have been taken into account while writing the compromise between the parties and therefore, in order to confirm the compromise entered into between the parties as well as other family members, those family members also have signed in the Joint Memo of Compromise.

6. Be that as it may, by recording the compromise entered into between the parties, i.e., the plaintiffs and the defendants in respect of the suit schedule property morefully described in the schedule to the plaint, this Court is inclined to pass the following order.

R.SURESH KUMAR, J.

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7. That the Joint Memo of Compromise dated 29.04.2019, is hereby taken on record and the same shall form part of the decree to be passed in this suit.

8. Accordingly, there shall be a judgement and decree strictly in terms of the Joint Memo of Compromise dated 29.04.2019. Accordingly, the suit is decreed. The compromise memo shall be annexed to the decree. Connected applications are closed.

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30.04.2019

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C.S.No. 813 of 1998

C.S.No.813 of 1998 and
A.Nos.6493 & 6494 of 2016

R. SURESH KUMAR, J.

This matter has been listed today at the instance of the learned counsel appearing for the plaintiffs under the caption "For Being Mentioned".

Mr. Muralikumaran representing Mr.Srinath Sridevan, learned counsel appearing for the plaintiffs has submitted that, even though the property, which is covered in Schedule-A of the Compromise Memo between the parties, is at **R.S.No.137** as has been provided in the Schedule of the Suit Plaintiff, the same has been wrongly mentioned as **R.S.No.151** instead of **R.S.No.137**. Because of the said typographical error, the same has been carried out in the judgment and decree also. Therefore, in order to rectify the typographical error, this matter has been posted under the caption "For Being Mentioned". Accordingly, the learned counsel seeks the indulgence of this Court.

2. The Suit has been decreed as a Compromise Decree between the parties recording the Compromise Memo dated 29.04.2019 filed by both parties in this regard and it is not a contested Decree. In the Schedule-A, among three Schedules in the Compromise Memo, the property in question has been shown as **R.S.No.151**, whereas the correct R.S.No. is **R.S.No.137**, which is reflected in the Schedule to the Suit Plaintiff.

R. SURESH KUMAR, J.

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3. In view of the said typographical error, which has crept in in the joint memo of Compromise and the same has been carried out in the judgment and decree, this Court is inclined to make the correction in the Schedule. Accordingly in the Decree under the heading "**Schedule of Property**" "**Schedule-A**" instead of "**R.S.No.151**" as occurred in the 6th sentence, "**R.S.No.137**" shall be substituted and accordingly the corrected / re-drafted Decree shall be prepared and issued to the parties.

16.04.2021

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