

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 18-12-2019

CORAM

THE HONOURABLE MR. JUSTICE S.M.SUBRAMANIAM

A.S.No.68 of 2013

And

M.P.No.1 of 2013

1.Tmt.Karunai Ammal
2.Selvaraj
3.Sundarraaj
Appellants/Defendants

..

vs.

Tmt.Jothimani
Respondent/Plaintiff

Appeal Suit is filed under Section 96 of the Code of Civil Procedure against the judgment and decree dated 24.11.2012 made in O.S.No.26 of 2009 on the file of the learned IV Additional District and Sessions Judge, Coimbatore.

For Appellants : Mr.T.S.Baskaran

For Respondent : Mr.D.Rajagopal

J U D

G M E N T

The learned counsel appearing on behalf of the appellants today filed a memo of compromise entered into between the parties to the appeal suit on hand.

2. It is contended that the parties have settled the issues and signed the memo of compromise and the same is extracted hereunder:-

"MEMO OF COMPROMISE"

The appeal herein arises out of a preliminary decree for partition granted in favour of the respondent in O.S.No.26 of 2009, on the file of IV Additional District and Sessions Judge, Coimbatore.

The parties held a discussion in the presence of their respective counsel and had agreed to submit this memo of

compromise bringing about a final resolution of all their disputes. The terms and conditions of the compromise are -

1. That in lieu of the Plaintiff's/Respondent's 1/4th share in the suit property, the parties have agreed to allot the extent of 1 acre and 12-1/2 cents at the North Western corner of the suit property measuring 108 Feet EW and 455'6'' NS and delineated as ABCD and coloured in orange in the sketch attached to this memo of compromise, together with the bore well therein.

2. That in lieu of the Appellants 3/4th share in the suit property, the portion delineated Green, Yellow, Blue colour measuring 3 Acre 58-1/2 cents and marked as BEFGHIDCB is jointly allotted to the Appellants herein together with the superstructures, house, well and factory sheds and its electric service connections in SC Nos.581, 257, 147, 162, 163 and Agri Electric Service Connection.

3. In consideration of the above compromise and in order to bring about peace in the families of the parties, the husband of the Plaintiff/Respondent, Shanmugam agrees to withdraw within a period of 8 weeks from the date of this memo of compromise, the following cases instituted by him and on his instructions, namely :

a. C.C.No.492 of 2012, on the file of Chief Judicial Magistrate Court, Coimbatore.

b. C.C.No.69 of 2013, on the file of the Fast Track Court No.I at Magisterial Level, Coimbatore.

c. C.C.No.505 of 2015, on the file of Fast Track Court No.I at Magisterial Level, Coimbatore.

4. In view of the present allotment of the Plaintiff's/Respondent's share under this compromise, the Plaintiff/Respondent agrees to withdraw the WP No.12068 of 2012, pending on the file of this Hon'ble Court, Madras.

5. In view of the present allotment of the Plaintiff's/Respondent's share under this compromise, the Plaintiff/Respondent agrees to withdraw the suit in O.S. No.992 of 2012, on the file of Principal Sub Court, Coimbatore.

6. The Defendants/Appellants shall discharge the mortgage over the suit property executed by all the parties in favour of City Union Bank Ltd. The Plaintiff shall cooperate to sign appropriate papers for the release of the original documents to the Defendants/ Appellants.

7. The parties shall cooperate to effect a clear demarcation of their respective allotted properties on ground with the help of the surveyor.

8. The parties admit and agree that the measurements mentioned in the memo of compromise are correct and they agreed to adhere to the same on ground.

9. The parties are at liberty to put up a fence/wall to demarcate their boundaries within their limits.

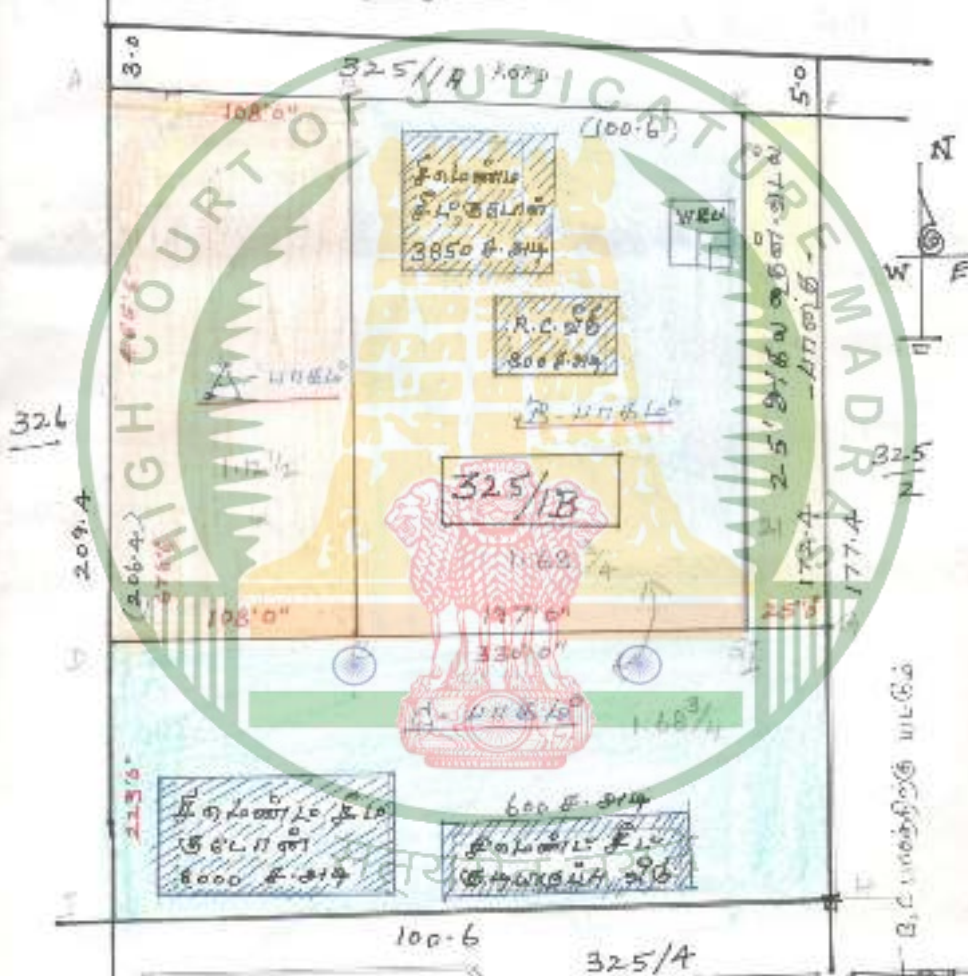
10. The parties agree to bear their respective costs.

11. The parties have no claim against each other by way of damages, mesne profits, etc.

The parties therefore pray that this Hon'ble Court may be pleased to record this Memo of Compromise and pass a final decree in terms thereof appending the plan hereto as part of the final decree and thus render justice."

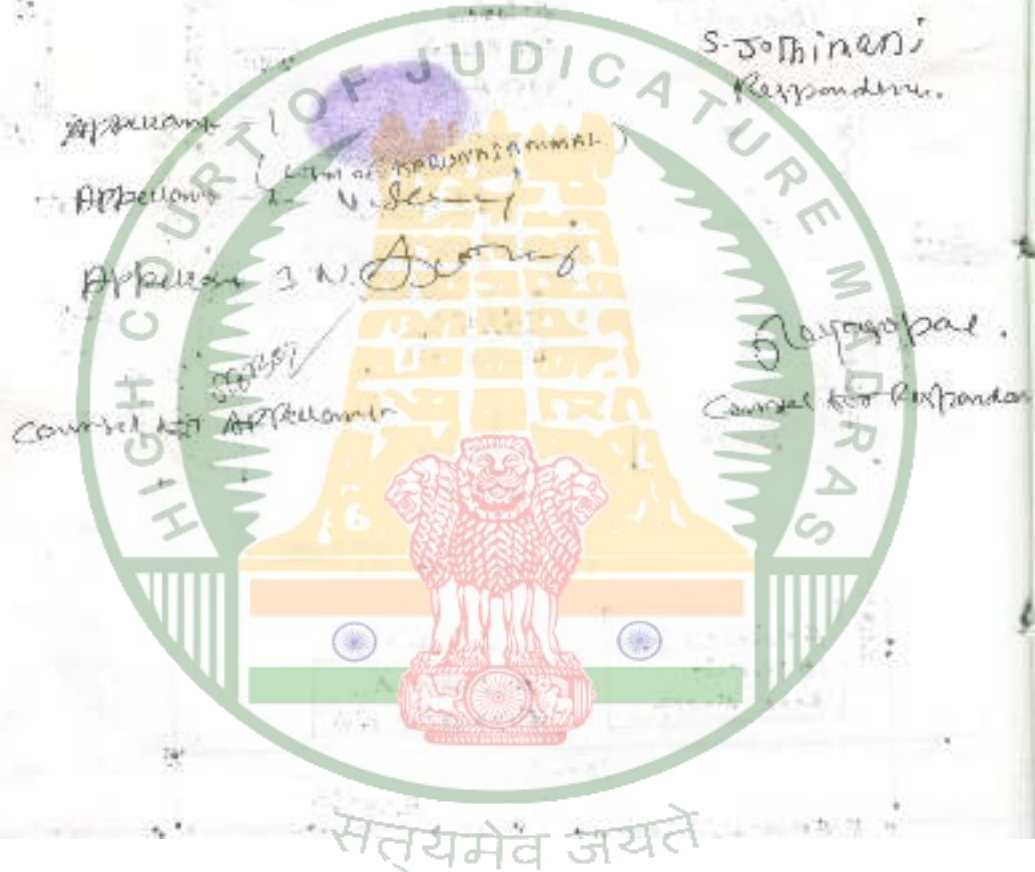
H-A. S-34

கீழே கொடுக்கப்பட்டிருக்கிற



மேலவன்	தருவையம் - 1	தேவபீடம் - 1	தருவையம்	தருவையம்
325/18	திரும. நாகச்சித்திரை கய்யம்	திரும. சிவசுந்தரம்	திரும. சிவசுந்தரம்	திரும. சிவசுந்தரம்
1-91-0	மேதன் - கருவியாரம் - 2	திரும. நாகச்சித்திரை கய்யம்	திரும. சிவசுந்தரம்	திரும. சிவசுந்தரம்
A.71	சுந்தர சிவசுந்தரம் - 3			
ச.ந	B - மருதம் - 168 ³ / ₄ அ	A - மருதம் 112 ¹ / ₂ அ		
	C - மருதம் - 168 ³ / ₄ அ			
	மருதம் - 337 ¹ / ₂ அ	— 112 ¹ / ₂ அ		

This plan forms part of the award of Compromise dated 11/12/19 entered between the parties in AS No 68/13, on the file of High Court, Madras.



3. The abovesaid compromise memo shall form part and parcel of the judgment and decree.

4. In view of the settlement arrived between the parties, no further adjudication needs to be entertained in respect of the grounds raised in the present appeal suit.

5. Accordingly, the appeal suit stands disposed of in terms of the above compromise memo. However, there shall be no order as to costs. Consequently, connected miscellaneous petition is closed.

Sd/-
Assistant Registrar(insp cell)

//True Copy//

Sub Assistant Registrar

Svn
To

The IV Additional District and Sessions Judge,
Coimbatore.

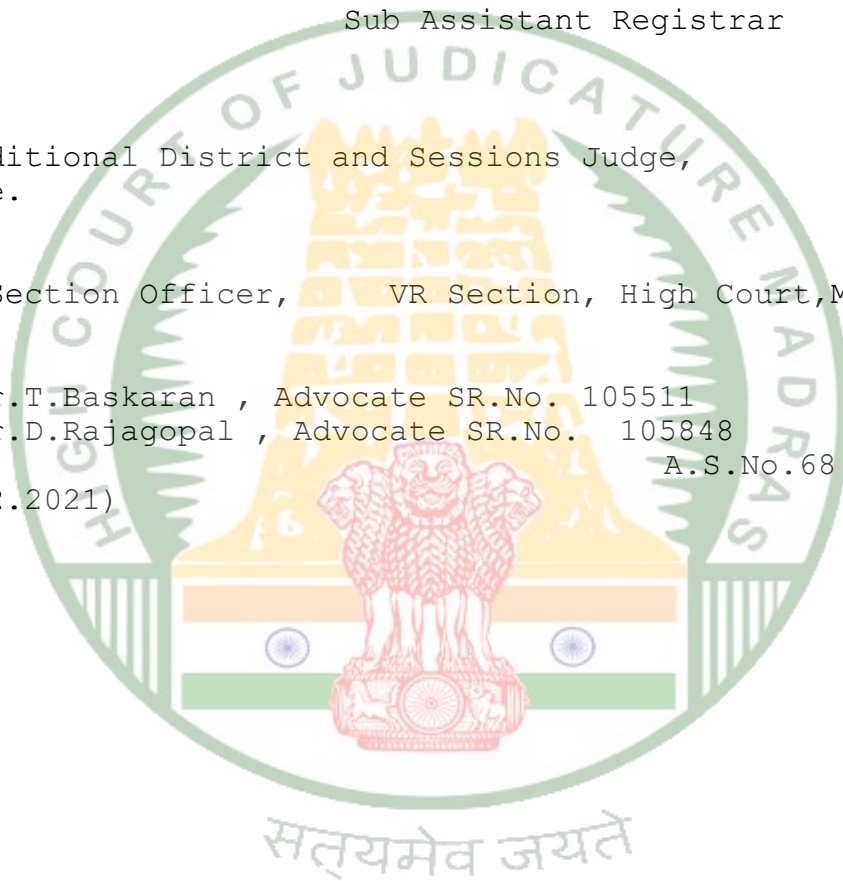
Copy to:
The Section Officer, VR Section, High Court, Madras.

+1cc to Mr.T.Baskaran , Advocate SR.No. 105511

+1cc to Mr.D.Rajagopal , Advocate SR.No. 105848

A.S.No.68 of 2013

A.SK(24.02.2021)



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