

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 26.04.2019

CORAM :

THE HONOURABLE MR. JUSTICE **R.SURESH KUMAR**

C.S.No.406 of 2002

1. Mrs.G.C.Kamala Sri Hari
2. Miss. R.N.Amala Sundaram
3. Mr. R.N.Prakash Plaintiffs

..Vs..

1. The Arch. Dioceses of Madras,
Mylapore.
2. R.N.Ambrose
3. Industrial Development Bank of India
4. Assistant Settlement Officer (North),
Ezhilagam, 1st Floor,
Chepauk, Chennai - 600 005
(as per amendment order dated 09.07.2002 in
A.No.2480 of 2002 in C.S.No.406 of 2002)
5. The Tahsildar,
Mambalam - Guindy Taluk,
Chennai - 600 078.Defendants

Prayer: Civil Suit filed under Order VII Rule 1 of C.P.C., r/w Order XXXIII Rule 1 of C.P.C., and r/2 Order IV Rule 1 of Original Side Rules, praying to pass a judgment and decree against the defendants as follows:

"(A) Permit the plaintiffs to sue the above suit as

"Indigent Persons"

(B) Declaring the order passed in favour of the first defendant by the fourth defendant, namely the settlement Tahsildar No.III, Branch Settlement Office, Pragasam Mudaliyar Street, Chennai - 600 017 by an order dated 02.08.1966 as null and void consequently the same is liable to be set aside (directing the fifth defendant to grant a joint patta in favour of the plaintiffs 1 to 3 and R.N.Anthony).

(C) Declaring the patta issued in favour of the first defendant by the fifth defendant, namely The Tahsildar, Mambalam – Guindy Taluk, Chennai-600 078 in respect of the suit schedule – A property as null and void consequently direct the 5th defendant to issue patta for the said property in favour of the plaintiffs herein.

(D) Declaring the fraudulent compromise entered between the first and second defendant in C.S.No. 1276 of 1990 decree and Judgment dated 21.04.1994 on the file of the High Court Judicature at Madras as null and void ab-initio.

(E) Declaring the sale entered into between the defendants 1 to 3 dated 23.12.1997 and registered in the office of the Sub-Registrar of Adyar, Chennai – 600 020 pending registration Document No.613 of 1997 and later assigned as document No.304 of 1998 in Book No.I, Volume No.960, pages from 175 to 184 dated 02.03.1998 as null and void ab-initio.

(F) Directing the first defendant to deliver the remaining vacant site as shown in the schedule – C to the plaintiff to the plaintiffs herein.

(G) Directing the third defendant to deliver the vacant site of the schedule – B property as shown in the schedule to the plaintiff after demolishing the existing superstructure.

(H) Granting permanent injunction restraining the defendants 1 to 3 their men, agent(s), servant(s), administrators(s), executor(s), nominee(s), successor(s) – in – office from interfering with the plaintiffs peaceful possession and enjoyment of the entire suit schedule property as described in the schedule -A (covering the schedules – B and C) in any manner forever after passing of a decree in the above suit.

(I) Directing the first defendant to pay the costs of the suit."

For Plaintiffs : Mr.B.Dinesh Kumar
For Defendants : P.L.Narayanan
M/s.Auxilia Peter for D1

ORDER

The Civil Suit has been filed under Order VII Rule 1 of C.P.C., r/w Order XXXIII Rule 1 of C.P.C., and r/2 Order IV Rule 1 of Original Side Rules seeking an order to,

"(A) Permit the plaintiffs to sue the above suit as "Indigent Persons"

(B) Declaring the order passed in favour of the first defendant by the fourth defendant, namely the settlement Tahsildar No.III, Branch Settlement Office, Pragasam Mudaliyar Street, Chennai - 600 017 by an order dated

02.08.1966 as null and void consequently the same is liable to be set aside (directing the fifth defendant to grant a joint patta in favour of the plaintiffs 1 to 3 and R.N.Anthony).

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(I) Directing the first defendant to pay the costs of the suit."

2. At the request of the parties, this Court, by order dated 29.01.2019, referred the matter before the Tamil Nadu Mediation and Conciliation Center, to explore the possibility of settling the matter amicably and if so, file a report to that effect.

3. Pursuant to which, the Assistant Register of Tamil Nadu Mediation and Conciliation Center has sent a communication on 22.04.2019 along with the report dated 12.04.2019 under which, the matter has been settled between the parties i.e., between surviving plaintiff P3 and contesting defendant D1. It is made clear that, D3 i.e., Bank, who is also the party to the suit is having third party right over the purchase of the property in question from D1, who is the vendor of D3. Since the settlement reached between P3 and D1, not relates to the said property, by virtue of the said settlement between P3 and D1, the property which has already been purchased and is in possession of D3 shall no way get affected.

4. Accordingly, the parties has settled the matter and the Memorandum of Compromise to that effect entered between P3 and D1 is annexed along with the report of Tamil Nadu Mediation and Conciliation Center, which is taken on record by this Court.

5. In view of the settlement reached between the parties which is no way affecting the third defendant, by recording the contents and terms available in the Memorandum of Compromise between P3 and D1, this suit is decreed strictly in terms of the compromise memo between P3 and D1. The said Memo of Compromise shall form part of the decree.

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Index : Yes / No

Speaking order / Non-speaking order

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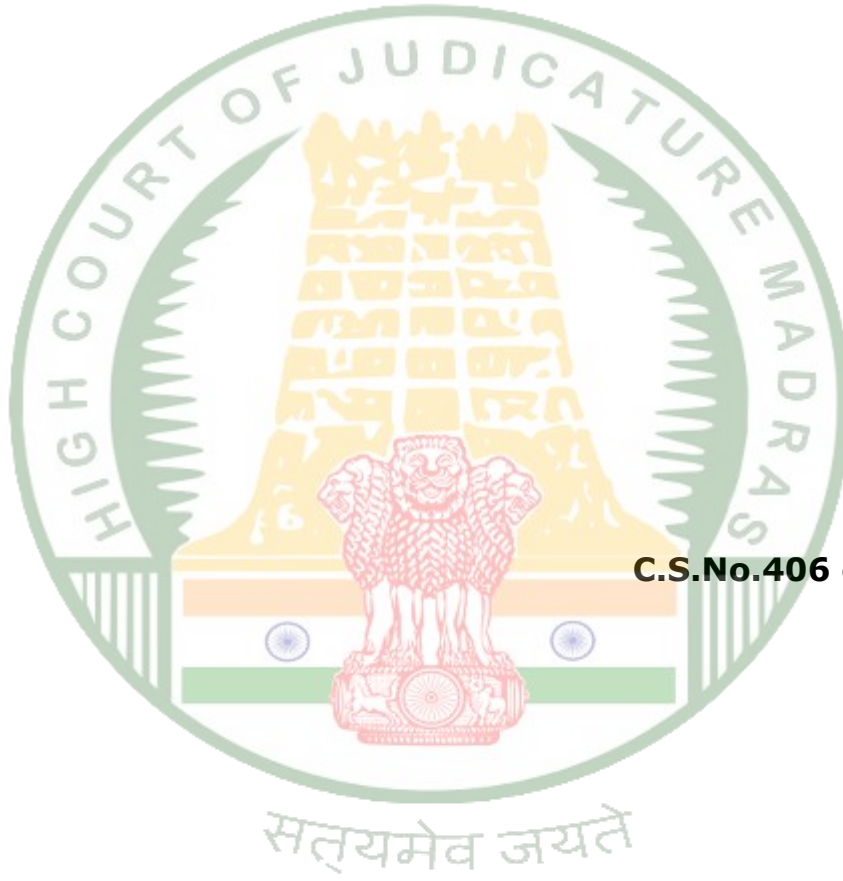
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