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1

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED:19.07.2019

CORAM:

THE HON'BLE Mrs.JUSTICE **PUSHPA SATHYANARAYANA**

C.S.No.524 of 2007

and

T.O.S. No.33 of 2013

and A.Nos.1595 and 1596 of 2019

C.S.No.524 of 2007

1. S.Vatsala (Deceased)

2.Su.Venkatasubramanian

(2nd Plaintiff is brought on record

as legal heir of the deceased

sole plaintiff as per order dated

30.08.2017 in Appln.No.5078 of 2017)

... Plaintiff

Vs.

1.R.Sarala

2.V.Prema

3.B.Santha

4.M.Sathya (Deceased)

5.K.S.Mohan

6.D.Usha

7.C.Sumithra

8.K.S.Sriram

9.M.Lavanya

10.S.Saranya

(Defendants 9 & 10 are brought on

record as legal heirs of the deceased

4th defendant as per the order dated

02.08.2016 made in Appl.No.3516 of 2016

in C.S.No.524 of 2007 and time extended

as per order dated 4.10.2016 made in

Appl.No.5125 of 2016)

... Defendants



Prayer in C.S.No.524 of 2007: This petition has been filed to pass the judgment and decree in favour of the plaintiff against the defendants 1 to 8

a) A preliminary decree for partition and separate possession of plaintiff 1/9th share in the property more fully described in the plaint schedule by ordering partition and division of the plaint schedule property by metes and bounds having regard to the good and bad soil and the relative advantages.

b) Directing the defendants 5 & 8 to render true and proper account of the entire income from / property more fully described in the plaint schedule and directing them to pay their respective 1/9th share in the net income and directing the defendants to pay the cost of the suit.

c) And to award the cost of the suit.

For Plaintiff -2	: Mr.S.R.Raghunathan
Plaintiff- 1	: Died
For Defendant-1	: Mr.K.Pandurangan
For Defendants	
2,3 and 5	: Mr.R.Subramanian
For Defendant-8	: Mr.M.Balasubramanian
For Defendants-	
6, 7, 9 & 10	: Party-in-person
Defendant-4	: Died

T.O.S.No.33 of 2013

1.K.S.Mohan
2.K.S.Sriram
3.V.Prema
4.B.Santha

... Petitioners / Plaintiffs

Vs

1.S.Vatsala (Deceased)
2.M.Sathya (Deceased)
3.D.Usha
4.R.Sarala
5.P.Madhusudhanan
6.M.Lavanya
7.Saranya



(Defendants 5 to 7 are brought
on record of deceased 2nd defendant
as per order dated 2.8.2016 in Appl.No.3710 of 2016)

8. Su.Venkatasubramanian

(8th defendant is brought on record of deceased
1st defendant as per the order dated 22.12.2017
in Appl.No.4078 of 2017).

... Caveators / Defendants

Prayer in T.O.S.No.33 of 2013:

This petition filed under Sections 232 and 276 of the Indian Succession Act
XXXIX of 1925 for the grant of letters of Administration.

For Petitioners 1, 3 & 4	: Mr.R.Subramanian
For Petitioner- 2	: Mr.M.Balasubramanian
Respondents 1 &2	: Died
For Respondents 3, 4, 6 & 7	: Party-in-person
For Respondent-5	: Mr.K.Pandurangan

COMMON JUDGMENT

A settlement was arrived at between the second plaintiff and the defendants 1 to 3, 5 to 10 in the mediation conducted by this Court in the Chambers on 24.06.2019 and 17.07.2019 which was reduced into writing as a Joint Memorandum of Compromise dated 18.07.2019. The second plaintiff and the defendants 1 to 3, 5 to 10 have signed in the Joint Memo of Compromise and counter-signed by their respective counsels.

2. The terms of Joint Memo of Compromise are as follows:



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1,2,3,6,7,9 & 10 do hereby release and relinquish all their rights title and interest in the property more fully described in Schedule "A" hereunder in favour of K.S.Mohan (K.Subramanian Mohan), the 5th defendant herein and K.S.Sriram the 8th defendant herein.

2. That K.S.Mohan (K.Subramani Mohan), the 5th defendant has paid a total sum of Rs.5,07,00,000/- (Rupees Five Crores and Seven Lakhs only) to the 2nd plaintiff and defendants 1,2,3,6,7,9 & 10 in the manner set out hereunder:-

a) Rs.65,00,000/- (Rupees Sixty Five Lakhs only) to Su. Venkatasubramanian the 2nd plaintiff herein vide Canara Bank Pay order No: 846445 dated 23.01.2019 the receipt of which sum Su.Venkatasubramanian the 2nd plaintiff doth hereby admit and acknowledge.

b) Rs.15,00,000/- (Rupees Fifteen Lakhs only) to R.Sarala the 1st defendant herein vide Canara Bank Pay order No: 846444 dated 23.01.2019.

c) Rs.5,00,000/- (Rupees Five Lakhs only) to V.Prema the 2nd defendant herein vide Canara Bank Pay order No: 846439 dated 23.01.2019.

d) Rs.5,00,000/- (Rupees Five Lakhs only) to B.Shantha the 3rd defendant herein vide Canara



Bank Pay order No: 846440 dated 23.01.2019.

e) Rs.5,00,000/- (Rupees Five Lakhs only) to S.Saranya the 10th defendant herein vide Canara Bank Pay order No: 846442 dated 23.01.2019.

f) Rs.5,00,000/- (Rupees Five Lakhs only) to D.Usha the 6th defendant herein vide Canara Bank Pay order No: 846452 dated 23.01.2019.

g) Rs.5,00,000/- (Rupees Five Lakhs only) to C.Sumithra the 7th defendant herein vide Canara Bank Pay order No: 846443 dated 23.01.2019.

3. Rs.4,02,00,000/- (Rupees Four Crores Two Lakhs only) has been paid by K.S.Mohan, (K.Subramania Mohan) the 5th defendant in the following manner:-

i) Rs.2,35,00,000/- (Rupees Two Crores Thirty Five Lakhs only) to Su.Venkatasubramanian, the 2nd plaintiff herein vide Canara Bank Pay order Nos: 846589, 846590 and 846591 dated 26.04.2019 for Rs.90,00,000/- + Rs.90,00,000/- + 55,00,000/- respectively.

ii) Rs.60,00,000/- (Rupees Sixty Lakhs only) to R.Sarala the 1th defendant herein vide Canara Bank Pay order No: 846588 dated 26.04.2019.



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iii) Rs.20,00,000/- (Rupees Twenty Lakhs only) to V.Prema the 2nd defendant herein vide Canara Bank Pay order No: 846587 dated 26.04.2019.

iv) Rs.20,00,000/- (Rupees Twenty Lakhs only) to B.Shantha the 3rd defendant herein vide Canara Bank Pay order No: 846586 dated 26.04.2019.

v) Rs.20,00,000/- (Rupees Twenty Lakhs only) to S.Saranya the 10th defendant herein vide Canara Bank Pay order No: 846585 dated 26.04.2019.

vi) Rs.25,00,000/- (Rupees Twenty Five Lakhs only) to D.Usha the 6th defendant herein vide Canara Bank Pay order No: 846583 dated 26.04.2019.

vii) Rs.22,00,000/- (Rupees Twenty Two Lakhs only) to C.Sumithra the 7th defendant herein vide Canara Bank Pay order No: 846584 dated 26.04.2019 the receipt of the aforesaid sums the defendants 1,2,3,6,7,9 & 10 do hereby admit and acknowledge.

4. That the 2nd plaintiff and defendants 1,2,3,6,7,9 & 10 pursuant to the release and relinquishment of all their rights title and interest in the property more fully described in the schedule “A” hereunder in favour of K.S. Mohan



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(K.Subramania Mohan), the 5th defendant herein and K.S.Sriram the 8th defendant herein if necessary and required, execute such further deed(s) as may be required by K.S.Mohan (K.Subramania Mohan), the 5th defendant herein for more fully and effectively conveying the title to K.S.Mohan (K.Subramania Mohan), the 5th defendant herein in respect of the property more fully described in Schedule “B” and to K.S.Sriram the 8th defendant herein in respect of the property more fully described in Schedule “C” hereunder. The properties more fully described in Schedule “B & C” hereunder forms part of the property more fully described in Schedule “A” hereunder.

5. That the property admeasuring 20880 sqft and more fully described in Schedule “A” hereunder shall be partitioned by metes and bounds by dividing it into two parts and the property admeasuring 11040 Sqft and more fully described in Schedule “B” hereunder shall be allotted absolutely to K.S.Mohan (K.Subramania Mohan), the 5th defendant herein and property admeasuring 9840 Sqft and more fully described in Schedule “C” hereunder shall be allotted absolutely to K.S. Sriram, the 8th defendant herein.

6. That on and from the date hereof K.S.Mohan (K.Subramania Mohan), the 5th defendant herein shall be entitled to the property more fully described in Schedule “B” hereunder as absolute



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owner with full rights of ownership without any let claim or hindrance whatsoever from the 2nd plaintiff and defendants 1,2,3,6,7,8,9 & 10 or any other person(s) claiming through or in trust for them.

7. That on and from the date hereof K.S. Sriram the 8th defendant herein shall be entitled to the property more fully described in Schedule “B” hereunder as absolute owner with full rights of ownership without any let claim or hindrance whatsoever from the 2nd plaintiff and defendants 1,2,3,5,6,7,9 & 10 or any other person(s) claiming through or in trust for them.

8. That the 5th and 8th defendants herein shall vacate from the property more fully described in Schedule “A” hereunder within 9 (nine) months from the date hereof and thereafter demolish the existing building jointly and cost to be incurred for demolition shall be equally shared. Likewise if any value is received pursuant to the demolition, the proceeds shall also be equally shared between the 5th and 8th defendants after setting apart the amount required to construct a wall separating the property allotted to the 5th and 8th defendants herein. The 5th and 8th defendants herein undertake to keep the original title document viz; sale deed dated 28.04.1954 Doc No.311/1954 SRO Thiagaraya Nagar and such other connected records in a safe deposit locker with any nationalized or Schedule bank in Chennai to be



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jointly operated by the 5th and 8th defendants. The 5th and 8th defendants, their heirs and assigns shall mutually co-operate with each other as and when it is required for the production of the aforesaid original document.

9. That K.S.Mohan (K.Subramania Mohan), the 5th defendant herein is the absolute owner of a landed property admeasuring 4824 Sqft at Tirupathi. In consideration of K.S.Mohan (K.Subramania Mohan), the 5th defendant herein being allotted the property more fully described in Schedule “B” hereunder, K.S.Mohan (K.Subramania Mohan), the 5th defendant herein shall transfer one half of the aforesaid land in Tirupathi admeasuring 2412 Sqft and more fully described in Schedule “D” hereunder to and in favour of K.S.Sriram the 8th defendant herein, K.S.Mohan (K.Subramania Mohan), the 5th defendant herein if necessary and required, execute such further deed(s) as may be required by K.S.Sriram, the 8th defendant herein for more fully and effectively conveying the title to K.S.Sriram, the 8th defendant herein in respect of the property more fully described Schedule “D” hereunder. The original title document pertaining to this property shall be in the custody of K.S.Mohan (K.Subramania Mohan), the 5th defendant herein and the 5th defendant undertakes to produce the same to the 8th defendant whenever required.

10. The parties herein undertake not to



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dispute the compromise based on any disparity in the payments or allotment of immovable properties in future. The parties herein undertake to duly abide by the terms and conditions of this compromise without questioning the same in future.

11. The deceased S.M.Subramania Chettiar executed a will bequeathing the Schedule "A" property equally to the 5th and 8th defendants herein and in respect of the same T.O.S. No.33 of 2013 is pending disposal. In view of the comprehensive compromise in this suit, the above T.O.S. No.33 of 2013 may be closed.

12. That the parties hereto pray that this Hon'ble Court may be pleased to:

a) record this Memorandum of Compromise and pass a Judgment and final decree in terms of the said Memorandum of compromise

b) Direct the indexing of the Judgment and decree with the Sub Registrar T.Nagar.

c) Pass such other order(s) as this Hon'ble Court may deem fit.

SCHEDULE "A" (Full Property)

All that piece and parcel of House and Ground in Old Door No.24-C, New Door No.18, Thanikachalam Chetty Street, T-Nagar, Chennai-600 017, comprised in Block No.11, of Mambalam, Survey



No.130/6part T.S.No.6363 to 6368 bounded on the ;

North by : Cresent Park Street
South by : New No.20, Old No.31,
Thanikachalam Road,
East by : Thanikachalam Road,
West by : Gunasekaran Hospital in
Cresent Park Street

Measuring 120 feet x 174 feet and by
admeasurement 8 grounds and 1680 sq.ft., (20880
sq.ft.,) situate within the Sub Registration District
of T.Nagar, and Registration District of Chennai.

SCHEDULE - "B"

(Property allotted to K.S.Mohan (K.Subramania
Mohan), the 5th defendant)

All that piece and parcel of House and Ground on
the northern side and forming part of the Schedule
"A" lands bearing New Door No.18, Old No.24C,
Thanikachalam Chetty Street, T-Nagar, Chennai -
600 017, of an extent of 11040 Sqft and marked red
& "B" in the plan annexed hereto and bounded on
the;

North by : Cresent Park Street
South by : Remaining property
described in Schedule
"A" above now allotted
to K.S.Sriram, 8th
defendant
East by : Thanikachalam Road,



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West by : Gunasekaran Hospital in
Crescent Park Street

Situate within the Sub Registration District of
T.Nagar, and Registration District of Chennai.

SCHEDULE - "C"

(Property allotted to K.S.Sriram, 8th defendant)

All that piece and parcel of House and Ground on
the southern side and forming part of the Schedule
"A" lands bearing New Door No.18, Old No.24C,
Thanikachalam Chetty Street, T-Nagar, Chennai -
600 017, of an extent of 9840 Sqft and marked
green & "C" in the plan annexed hereto and
bounded on the;

North by :Remaining property described
in Schedule "A" above now
allotted to K.S.Mohan
(K.Subramania Mohan), the 5th
defendant

South by : New No.20, Old No.31
Thanikachalam Road,

East by :Thanikachalam Road,

West by :Gunasekaran Hospital in
Crescent Park Street

Situate within the Sub Registration District of
T.Nagar, and Registration District of Chennai.



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SCHEDULE - "C"

(Property allotted to K.S.Sriram, 8th defendant)

All that piece and parcel of land in "Vidyanagar Extension" admeasuring 2412 Sqft and marked green & "D" in the plan annexed hereto and forming part of Plot No.2 situated in No.53, Perur Village, Tirupathi Sub division, Chandragiri Taluk, Chittore District, Plot 2 in survey No.524 Block No.XXV and bounded on the;

South Plot No 1

West -Path Road

North - Remaining part of Plot No.2 retained by

K.S.Mohan (K.Subramania Mohan)

East - Plot No.4

within the Sub registration District of
Tirupathi.

3. In view of the Joint Memo of Compromise arrived at between the parties, there will be a decree in terms of the same. The Joint Memo of Compromise shall form part of the decree. The photocopy of the original memorandum to be attached along with Judgment and Decree.



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4. The suit as well the testamentary original suit are disposed of in the above terms. No costs. Consequently, connected applications are closed.

19.07.2019

Index:yes
Internet:yes
srn/drl

Note to Registry: Mark a copy of this order to The Sub Registrar,
Sub Registration District of T.Nagar, Chennai.



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16



PUSHPASATHYANARAYANA, J.

srn/drl

C.S.No.524 of 2007
and
T.O.S. No.33 of 2013
and A.Nos.1595 and 1596 of 2019

19.07.2019