

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 30.07.2019

CORAM

THE HONOURABLE Mrs. JUSTICE PUSHPA SATHYANARAYANA

C.S.Nos.142 and 593 of 2005
& A.No.4117 of 2019

C.S.No.142 of 2005 :

N.Banu

.. Plaintiff

Vs.

1. Janaki Ramachandran Educational
 and Charitable Trust rep. by
 Mrs.N.Seetha Devi and
 N.Ramachandran

2. Mrs.N.Seetha Devi

3. N.Ramachandran

.. Defendants

* * *

Prayer : Civil Suit filed under IV Rule 1 of the Original Side Rules r/w Order VII, Rule 1 of the Code of Civil Procedure praying for the following reliefs :

(a) directing the first defendant Trust, represented by its Trustees, to pay the plaintiff a sum of Rs.45,62,654/- (Rupees forty five lakhs sixty two thousand six hundred and fifty four only) together with subsequent interest at 18% per annum on Rs.40,43,000/- from the date of plaint till the date of realisation ;

(b) directing the first defendant trust to pay the cost of this suit ;

* * *

C.S.No.593 of 2005 :

Janaki Ramachandran Educational and
Charitable Trust rep. by its Trustee
N.Ramachandran, S/o.Mr.P.Narayanan,
No.31, New No.80, Doraisamy Road,
Vadapalani, Chennai-600 026.

.. Plaintiff

Vs.

1. N.Seetha Devi

2. N.Banu

.. Defendants

* * *

Prayer : Civil Suit filed under IV, Rule 1 of the Original Side Rules r/w
Order VII, Rule 1 of the Code of Civil Procedure praying for the
following reliefs :

(a) declaring that the suit property is the absolute property
belonging to Jankai Ramachandran Educational and Charitable Trust ;

(b) Granting a permanent injunction restraining the defendants
from dealing with or encumbering the suit property in any manner
such as making alterations additions and alienations etc.

(c) Granting the cost of the suit.

* * *

For Plaintiff in C.S. :
No.142/2005/D2 in
C.S.No.593/2005

Mr.Kuberan
for M/s.Rank Associates

For Plaintiff in C.S. :
No.593/2005/D1 to D3
in C.S.No.142/2005

Mr.K.P.Gopalakrishnan

COMMON JUDGMENT

The plaintiff in C.S.No.142 of 2005 is the daughter of the second defendant and sister of the third defendant, who are representing the first defendant trust therein. She filed the suit seeking a direction to the first defendant Trust, represented by its Trustees, to pay the plaintiff a sum of Rs.45,62,654/- (Rupees fourty five lakhs sixty two thousand six hundred and fifty four only) together with subsequent interest at 18% per annum on Rs.40,43,000/- from the date of plaint till the date of realization.

2. The trust filed C.S.No.593 of 2005 seeking declaration that the suit property is the absolute property belonging to Jankai Ramachandran Educational and Charitable Trust and also seeking to grant permanent injunction restraining the defendants from dealing with or encumbering the suit property in any manner such as making alterations, additions, alienations etc.

3. During the pendency of these suits, the parties settled the matter and executed a Joint Memorandum of Compromise dated 12.06.2019 (in short, "JMC"). The JMC is signed by all the parties to the suits, besides their respective counsels.

4. The plaintiff in C.S.No.593 of 2005 filed A.No.4117 of 2019 praying to decree the suit in C.S.No.593 of 2005 and 142 of 2005 in terms of the said JMC. The terms and conditions contained in the JMC read as follow :

"a) The suit in C.S.No.142/2005 shall stand dismissed as settled out of court.

b) The Plaintiff, i.e., Mrs.Banu in C.S.No.142/2005 has no further claims whatsoever against the Janaki Ramachandran Educational and Charitable Trust.

c) The Plaintiff and her mother N.Seethadevi, admit and acknowledge Mr.Ramachandran as the sole trustee of the Janaki Ramachandran Educational and Charitable Trust.

d) The Plaintiff and Mrs.Seethadevi shall not make any claim by way of trusteeship or otherwise interfere in the management and administration of the Janaki Ramachandran Educational and Charitable Trust.

e) The Plaintiff i.e., Ramachandran in C.S.No.593/2005 shall handover the possession of all the buildings forming the subject matter of CS No.593/2005 to Mrs.Banu, the Plaintiff in CS 142/2005 within 5 days from the date of recording of compromise by the Hon'ble High Court.

f) The Plaintiff i.e., Mrs.Banu in C.S.No.142/2005 has promoted a Trust in the name of Shanti Narayana Educational Trust having its registered office at No.40, MGR Salai, Kodambakkam High Road, Nungambakkam, Chennai-600 034. The Plaintiff, i.e., Janaki Ramachandran Educational and Charitable Trust represented by its sole Trustee Mr.N.Ramachandran in C.S.No.593/2005 shall transfer

the management and administration of the school run by Janaki Ramachandran Educational and Charitable Trust in the name of "Janaki Ramachandran Matriculation School" at North Mada Street, near Vadapalani Murugan Temple Tank, Chennai-26, to Mrs.Banu, the Managing Trustee of the Shanthi Narayana Educational Trust within 5 days from the date of recording of compromise by the Hon'ble High Court.

g) The new educational agency Shanthi Narayanan Educational Trust, represented by its Managing Trustee, Smt.Banu who will be taking over Janaki Ramachandran Matriculation School situated at North Mada Street, near Vadapalani Murugan Temple Tank, Chennai-26 states that they bind themselves to discharge the legal claims and liabilities against the previous educational agency Janaki Ramachandran Educational and Charitable Trust with regard to Janaki Ramachandran Matriculation School and also declare that they shall comply with the provisions of Tamil Nadu Recognized Private School (Regulation) Act 1973 (Tamil Nadu Act 29 of 1974) and the rules made thereunder.

h) It is also resolved that Janaki Ramchandran Educational and Charitable Trust after transferring the School, viz. : Janaki Ramachandran Matriculation School situated at North Mada Street, near Vadapalani Murugan Temple Tank, Chennai-26, to the new educational agency namely Shanthi Narayanan Educational Trust respectively will declare that rights over the school will cease from the date of transfer.

i) With the above transfer, it will be recorded that there would not be any outstanding issues, disputes between Mrs.Banu, Seetha Devi and the Janaki Ramachandran Educational Trust, as well as Mr.N.Ramachandran, in his own capacity and in his capacity as the Trustee of the Janaki Ramachandran Educational and Charitable Trust in any manner whatsoever in future.

j) The Janaki Ramachandra Educational Trust should be free from the application of any or all the orders of the courts of law in suit C.S.No.142 of 2005.

k) After the transfer Mrs.Banu will not claim any amount from the Trust as compensation or any due and C.S.No.142/2005 has to be treated as closed once for all in full satisfaction of the settlement.

l) The plaintiff Mrs.N.Banu in C.S.No.142/2005 hereby withdraws the E.P.No.130 of 2018 in High Court Civil Suit No.142/2005 pending on the file of the Principal District Judge, Chengalpattu, as her claim is fully satisfied.

m) Janaki Ramachandran Educational and Charitable Trust represented by its Sole Trustee Mr.N.Ramachandran shall execute such documents necessary for the transfer of the educational agency of Janaki Ramachandran Matriculation School situated at North Mada Street, Near Vadapalani Murugan Temple Tank, Chennai-26, to the said New Educational Agency Shanthi Narayanan Educational Trust as required by the Educational authorities.

n) The parties agree to all above conditions and all formalities for handing over of the educational agency of Janaki Ramachandran Matriculation School situated at North Mada Street, Near Vadapalani Murugan Temple Tank, Chennai-26, to the new educational agency Shanthi Narayanan Trust will be completed as mutually agreed to between the parties.

o) The New Educational Agency Shanthi Narayanan Trust will take the entire responsibility of the management of the Janaki Ramachandran Matriculation School situated at North Mada Street, Near Vadapalani Murugan Temple Tank, Chennai-26, from the date of transfer.

Thus the parties mutually agree that the suit claim in C.S.No.142 of 2005 stands fully satisfied and this Hon'ble Court may hold that C.S.No.593 of 2005 shall stand dismissed as withdrawn once

the above said compromise is completed. To the above effect parties are recording this compromise and making it as part of the decree to be passed by this Hon'ble Court in all the above suits and thus render justice."

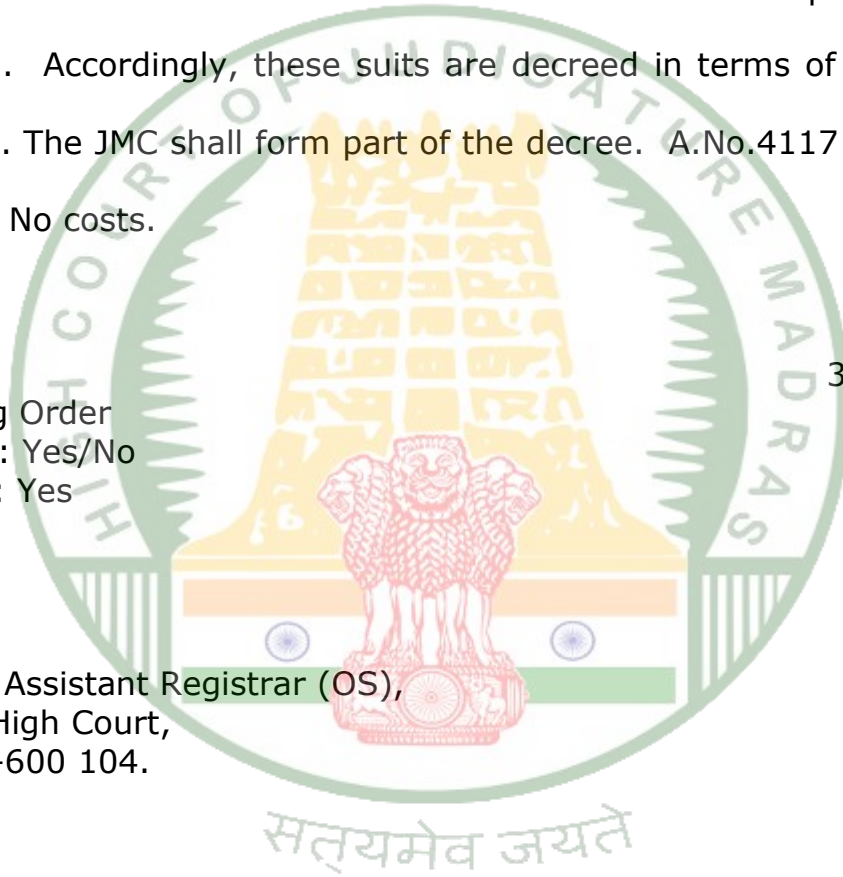
5. The above said terms and conditions of compromise are recorded. Accordingly, these suits are decreed in terms of the above said JMC. The JMC shall form part of the decree. A.No.4117 of 2019 is ordered. No costs.

30.07.2019

Speaking Order
Index : Yes/No
Internet: Yes
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To

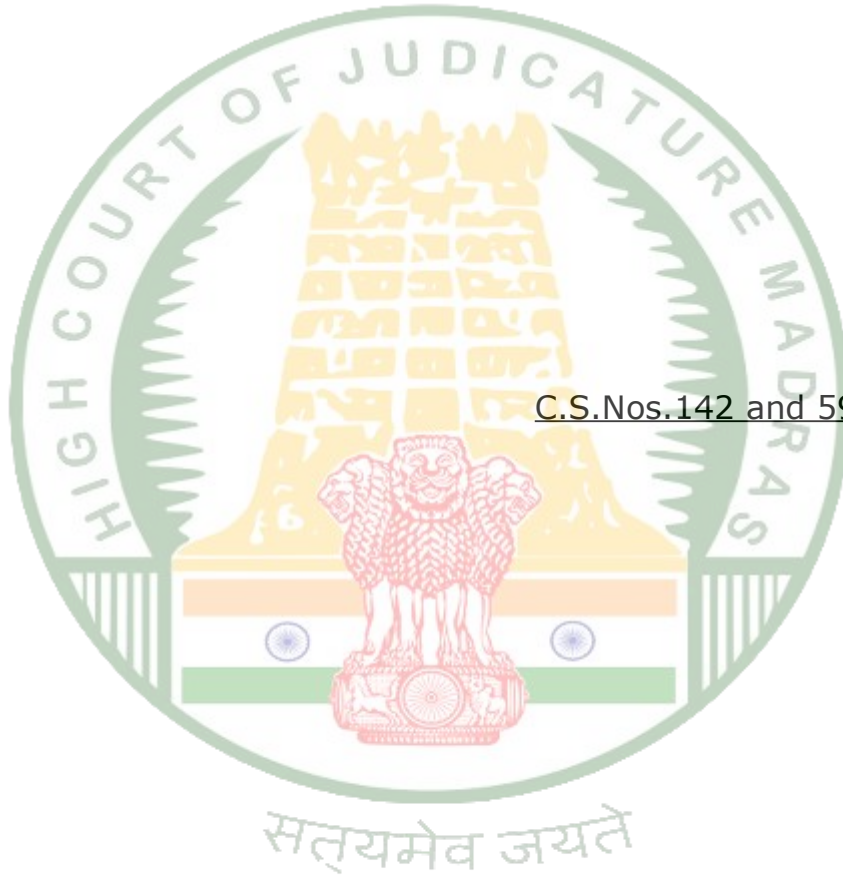
The Sub Assistant Registrar (OS),
Madras High Court,
Chennai-600 104.



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PUSHPA SATHYANARAYANA, J.

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C.S.Nos.142 and 593 of 2005

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