



C.S.No.200 of 2012

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 31.10.2019

CORAM

THE HONOURABLE MRS. JUSTICE **PUSHPA SATHYANARAYANA**

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1. Ammu Educational Trust
Represented by its Trustee,
P.M.Devakumar

2. P.M.Devakumar

3. Devika Rani (died)

4. P.M.Jayalakshmi

5. P.T.Muthukumaraswamy (died)

6. P.M.Amsa Babi

... Plaintiffs

Vs.

1. P.M.Lavakumar
2. P.R.Gajalakshmi

... Defendants

PRAYER: Complaint under Order VII Rule 1 C.P.C read with Section 92 C.P.C order 4 Rule 1 of High Court Original Side Rules praying to pass judgment and decree (1) removing the first defendant from the Trusteeship of the Ammu Educational Trust (2) directing the first defendant to render accounts of the Ammu Educational Trust from 2005; 3) appointing the second plaintiff as the Managing Trustee of the Ammu Educational Trust; 4) declaring the second plaintiff as the



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Correspondent and Principal of the Veera Shivaji Matriculation School;
5) for permanent injunction restraining the defendants or their men, agents or servants or anybody claiming through them from interfering with the second plaintiff's right to administer and manage the Veera Shivaji Matriculation School.

For Plaintiffs : Mr.Manoj Sreevalsan

For Defendants : Mr.P.Jagadeesan

JUDGMENT

Earlier on 15.07.2019, the matter was referred to the Tamil Nadu Mediation and Conciliation Centre, High Court, Madras. The parties have appeared before the Mediation Centre and resolved their disputes amicably between them, which was reduced to writing in a Joint Memorandum of Compromise by the parties dated 18.10.2019.

4. The following are the terms of Joint Memorandum of Compromise:

MEMO OF COMPROMISE ENTERED INTO BETWEEN THE PLAINTIFFS 1,2,4 & 6 AND THE DEFENDANTS

The Plaintiffs 1,2,4 & 6 and the defendants hereby agree as follows:-

1. The Plaintiffs and the defendants hereby dissolve the Trust known as Ammu Educational Trust and that there is no claim against each other in this regard.
2. The Plaintiffs hereby declare that the second defendant is the sole and absolute



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owner of the suit schedule property and morefully described in the schedule A hereunder and that the plaintiffs or anyone claiming through them will not claim any right or interest in the same. The parties agree that the Settlement Deed dated 23.06.2004 registered as Document No.5100 of 2004 at SRO, Sembium in favour of the second defendant is valid and binding. The first defendant declares that he is no longer having any right or title over the schedule A property. The plaintiffs and defendants hereby agree that the Revocation Deed of Settlement Doc.No.2821 of 2011 dated 30.05.2011 and the Settlement Deed in favour of Mahalakshmi and others in Doc.No.2822 of 2011 dated 30.05.2011 and Revocation Deed of Settlement in Doc.No.3181 of 2014 dated 05.09.2014 are all null and void and are not binding on the parties thereto.

3. The plaintiffs hereby declare that the first defendant is the absolute owner of the schedule B hereunder and that the plaintiffs will not claim any right or interest in the same. It is noticed that in the partition deed dated 29.04.1998 registered as Document No.5938 of 1998 at the SRO, Sembium in the schedule C of that document at page 20 the measurement between North to South on the western side is shown as 59.9 feet instead of 46 feet and at page 21 the total extent is shown as 1613 sq.ft instead 1403 sq.ft. The parties herein agree that the correct measurement is 46 feet and total extent is 1403 sq.ft and the same is final.
4. The defendants hereby declare that the second plaintiff is the absolute owner of the schedule C hereunder and that the defendants will not claim any right or interest in the same.
5. The defendants agree that the staircase/balcony portions of the schedule B property intruding in to the schedule C property can be demolished by the second plaintiff at his own cost after twom months from today and also the second plaintiff can put up a compound wall over the boundary between schedule B and C properties at his own cost. The first defendant is at liberty to put up a separate stair case in the schedule B property for access to first floor of the schedule B property. Even if the defendants do not put up a separate stair case in the schedule B property within two months, the plaintiff can demolish the staircase.
6. The plaintiffs have handed over the keys and vacant possession of the flat morefully described in the schedule D hereunder to the second defendant today. The plaintiffs and the defendants also declare that the defendants alone are the joint owners of the schedule D property and the plaintiffs have no further disputes/claims against each other regarding the schedule D property.
7. The plaintiffs and defendants agree that in view of the above terms nothing survives in the suit and the reliefs sought for by them in the suit will not be pressed and the suit shall be disposed of in view of the above settlement between the parties.
8. The plaintiffs and the defendants agree that there shall be a decree in terms of this Memorandum of Compromise.



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SCHEDULE-A

Ground floor with constructed area of about 1207 sq.ft. First floor with constructed area of about 1207 sq.ft and second floor with constructed area of about 1207 sq.ft at New No.3, Old No.1/1 Appulinga Vathiar Street, Perambur, Chennai – 11, comprised in R.S.No.54/1, T.S.No.5, Block No.32 of Sembium Village, Perambur-Purasaiwalkam Taluk, bounded on the :

North by: Property belonging to Muniammal
South by: Appulinga Vathiar Street
East by : Door No.5/2 belonging to Devakumar & Lavakumar
West by: Door No.1 belonging to Mr.Jayaram

Measuring 2480 sq.ft or thereabouts of land and building in Ground Floor, First Floor and Second Floor situated within the Registration District of North Chennai and Sub-Registration District of Sembium.

SCHEDULE – B

All that portion of property being house and land situated on the western portion and forming part of the schedule A mentioned property bearing Door No.2, Appulinga Vathiar Street, Sembium, Chennai – 11, comprised in T.S.No.5, Block.No.32 of Sembium Village, Perambur-Purasaiwalkam Taluk, bounded on the :

North by: Property belonging to second plaintiff (P.M.Devakumar)
South by: Appulinga Vathiar Street
East by : Property belonging to second plaintiff (P.M.Devakumar)
West by: Property belonging to second plaintiff

Measuring

North to South on the Eastern Side - 46 feet
North to South on the Western Side - 46 feet
East to West on both sides - 30 feet and 6 inches

Measuring 1403 sq.ft or thereabouts of land and building in Ground Floor and first floor situated within the Registration District of North Chennai and Sub-Registration District of Sembium.

SCHEDULE – C



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All that portion of vacant land situated on the eastern portion and northern portion bearing Door No.2, Appulinga Vathiar Street, Sembium, Chennai – 600 011, comprised in T.S.No.5 Block No.32 of Sembium Village, Perambur-Purasaiwalkam Taluk, measuring in two items:

Item-1 measuring:

North to South on the both sides 46 feet.

East to West on the both sides 16 feet;

in all admeasuring to the total extent of 736 sq.ft bounded on the :

North by: The properties described in item-2

South by: Appulinga Vathiar Street

East by: Portion of property allotted to second plaintiff (P.M.Devakumar)

West by: Property belongs to first defendant (P.M.Lavakumar)

Item-2 measuring:

North to South on the western side 13 feet 9 inches;

North to South on the eastern side 16 feet 3 inches;

East to West on the northern side 45 feet 3 inches;

East to West on the Southern side 46 feet 6 inches;

in all admeasuring to the total extent of 688 sq.ft bounded on the

North by: T.S.Nos.8 & 9 belongs to Kumaresan & Palani and Ashok

South by: Item – 1 referred property and Schedule B property belonging to first defendant (P.M.Lavakumar)

East by: Property belonging to second plaintiff (P.M.Deva Kumar); and

West by: Property belonging to first defendant (P.R.Gajalakshmi);

The total extent of item 1 & 2 are measuring 1424 sq.ft.

SCHEDULE – D

Flat No.B1 in first floor having built up area of 815 sq.ft together with 372 sq.ft out of 1856 sq.ft of undivided share of land comprised in Plot No.6 Rajavelu Street, Chennai – 600 011, Old T.S.No.14 (as per Patta New T.S.No.14/7)Block No.32 of Sembium Village.

North by: Flats promoted by K.S.M.Builders in Plot No.7 &

Plot No.8 belongs to P.M.Devakumar

South by: Plot No.7 belonging to M.S.Ramanujam

East by: 16 feet and 12 feet wide private road

West by: Anthony Muthu's house

Measuring

North to South on the eastern side: 29 feet

North to South on the western side: 29 feet



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East to West on the northern side: 64 feet
East to West on the southern side: 64 feet

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within the Registration District of North Chennai and Sub-Registration District of Sembium.

2. It is stated that pending suit, the third plaintiff, viz., Devika Rani died on 21.11.2014 and her husband is the second plaintiff, viz., P.M.Devakumar, who is already on record in the above said suit. Similarly, the fifth plaintiff, viz., P.T.Muthukumaraswamy is also said to be dead and his wife is the sixth plaintiff, viz., P.M.Amsa Bai and their children are the second plaintiff/P.M.Devakumar, first defendant/P.M.Lavakumar and the fourth plaintiff/P.M.Jayalakshmi, who are already on record. As the first defendant/P.M.Lavakumar is unwell, he executed a Specific General Power of Attorney in favour of his wife, P.R.Gajalakshmi to represent him in the Mediation and Court proceedings and also to sign on behalf of him in the Memorandum of Compromise. A memo dated 31.10.2019 has also been filed by the learned counsel for the plaintiffs to that effect. The said Memo is taken on file.

3. The plaintiffs 1,2,4 and 6 and the defendants 1 and 2 have signed and their respective learned counsels have counter



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signed in the said Memorandum of Compromise. Besides, one M.Mahalakshmi and Rani @ Ramathilagam, who are the sisters of the second plaintiff and the first defendant, have signed in the said Memorandum of Compromise, though they are not parties to the proceedings.

4. The above said terms of Memorandum of Compromise are recorded. There will be a decree in terms of the above said Memo of Compromise. The Memorandum of Compromise shall form part of the decree. No costs.

31.10.2019

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