

IN THE HIGH COURT OF JUDICATURE OF MADRAS

Dated : 18.12.2019

CORAM:

THE HONOURABLE MR.JUSTICE V.PARTHIBAN

Second Appeal No.273 of 2012
and
M.P.No.1 of 2012

G.Lakshmanan

...Appellant/appellant/
5th defendant

Vs.

1.Adikathan

...1st respondent/1st respondent/
Plaintiff

2.Arumugam

3.Suresh

4.Murugan

5.Ravi

...2 to 5 Respondents/2 to 5
respondents/Defendants

Second Appeal filed against the judgement and decree dated 26.07.2011, passed by the Principal Subordinate Judge, Villupuram, A.S.No.150 of 2010, confirming the judgement and decree dated 19.03.2010, passed by the Principal District Munsif, Ulundurpet, in O.S.No.113 of 2007.

For Appellant :: Mr.V.R.Kamalanathan

For respondents :: Mr.G.Padmanaban for
for Mr.K.Sathiyavel

JUDGMENT

This Second Appeal has been filed by the 5th defendant in the suit against the judgement and decree dated 26.07.2011, passed by the Principal Subordinate Judge, Villupuram, in A.S.No.150 of 2010, confirming the judgement and decree, dated 19.03.2010, passed by the Principal District Munsif, Ulundurpet, in O.S.No.113 of 2007, which is one for partition and separate possession.

2.When the Second Appeal is taken up for hearing, it is reported by the learned counsels appearing for both sides that a settlement has been arrived at between the parties, before the

Mediation and Conciliation Centre, High Court, Madras, on 11.12.2019. A copy of the Settlement Agreement, dated 11.12.2019, has been enclosed in the Mediation Report, the terms of which are extracted hereunder:

"6.The Following settlement has been arrived at between the parties hereto:

i)It is agreed, confirmed and declared by and between the parties that the 1st respondent's legal heirs respondents 2 to 4 namely, Pownambal, Venkatesan and Alamelu will execute the sale deed in favour of Appellant/5th defendant of the above suit properties measuring an extent of 74 cents comprised in R.S.No.505/3 and the appellant/5th defendant has given a sum of Rs.1,00,000/- by way of cash out of Rs.1,44,300/- to the first respondent's son Venkatesan on 18.09.2019 and the same was accepted by the first respondent's son Venkatesan. Further the appellant agreed to give the balance amount a sum of Rs.44,300/- to the first respondent's son Venkatesan at the time of execution of the sale deed. The same has been agreed by the first respondent's son Venkatesan and other respondents also entire transaction and registration shall be completed within a period of six months from today.

ii)The parties have, now, agreed to amicably resolve their dispute and differences and right over suit properties and it is hereby declared and undertaken by the parties in full and final settlement of all their claims and counter-claims between them in respect of the suit properties. There is no dispute regarding other scheduled property.

iii)The parties hereby agree, confirm and undertake that the understanding arrived at between the parties herein as regards the suit properties as more particularly agreed under this joint memorandum of settlement shall be binding on both parties, their respective heirs and executors. The parties agree that neither party nor any of their heirs and executors shall challenge or raise any dispute, claim or objection of any nature or any other terms as contemplated and set out under the consent terms, either now or in the future. There is no claim against the respondents 6 to 8 among

the parties herein and the respondents 6 to 8 herein have no subsisting right to sue. The appellant hereby not presses the above said appeal against the respondents 6 to 8.

iv) It is further agreed and declared that the above terms of settlement will come into effect soon after the compromise decree passed in this second appeal in S.A.No.273 of 2012 filed before this Hon'ble High Court.

7. By signing this Agreement the parties hereto state that they have no further claims or demands against each other with respect to S.A.No.273 of 2012 and all disputes and differences in this regard have been amicably settled by the parties through the process of conciliation/Mediation."

3. In view of the settlement being arrived at between the parties, no adjudication is called for in the present Second Appeal. The terms of the Settlement Agreement, dated 11.12.2019, are recorded. The Second Appeal stands disposed of in terms of the Settlement Agreement dated 11.12.2019, which shall form part of the decree. No costs. Consequently, connected miscellaneous petition is closed.

-s/d-

Assistant Registrar

True Copy

Sub-Assistant Registrar

msk

To

1. The Principal Subordinate Judge, Villupuram.

2. The Principal District Munsif, Ulundurpet.

copy to

The Section Officer

VR Section

High Court, Madras

+1 cc to Mr.V.R.Kamalanathan Advocate sr105678

S.A.No.273 of 2012

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