

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 20.02.2019

CORAM:

THE HONOURABLE MR.JUSTICE R.SUBBIAH
AND
THE HONOURABLE MR.JUSTICE KRISHNAN RAMASAMY

Original Side Appeal No. 44 and 45 of 2016

OSA No. 44 of 2016

1. V. Hanumantha Rao (Deceased)
2. V. Renuka Devi
3. P. Sadhana
4. T. Haripriya
5. V. Bharathi
6. V. Guru Raja Maruthi Kumar
7. V. Veeraraghavalu

(Appellants 2 to 7 were brought on record as legal heirs of the deceased sole appellant as per the order dated 10.07.2018 made in CMP Nos. 19826 to 19827 of 2017 in OSA No. 44 & 45 of 2016) .. Appellants in both appeal

Versus

M. Anjana Rani ... Respondent

O.S.A. No. 44 of 2016:- Original Side Appeal filed under Order 36 Rule 1 of the Original Side Rules and Clause 15 of the Letters Patent, against the judgment and decree dated 26.10.2015 passed by the learned Single Judge in Tr.C.S. No. 621 of 2006 on the file of this Court. सत्यमेव जयते

O.S.A. No. 45 of 2016:- Original Side Appeal filed under Order 36 Rule 1 of the Original Side Rules and Clause 15 of the Letters Patent, against the judgment and decree dated 26.10.2015 passed by the learned Single Judge in Tr.C.S. No. 17 of 2003 on the file of this Court. WEB COPY

For appellants : Mr. S. Ramanarayanan
for M/s. Sampathkumar and Associates
in both the appeals
For respondent : Mr. R. Manickavel
in both the appeals

COMMON JUDGMENT

(JUDGMENT OF THE COURT WAS DELIVERED BY R.SUBBIAH, J)

The deceased first appellant has filed O.P. No. 10 of 2003 before this Court praying to issue Letters of Administration in respect of the Will executed by his mother late. V. Kanthammal, wife of Late. V. Veeraraghavalu Naidu. On notice, the respondent herein has entered appearance and opposed the grant of letters of administration in favour of the deceased first appellant, with the result, OP No. 10 of 2003 was converted as T.O.S. No. 17 of 2003.

2. When T.O.S. No. 17 of 2003 was pending, the respondent herein filed a suit for partition before the City Civil Court, Chennai being O.S. No. 6422 of 2003. Later, the said suit stood transferred to this Court and re-numbered as Tr.C.S. No. 621 of 2006.

3. Both the suits were taken up for hearing by the learned single Judge for hearing. By a common Judgment dated 26.10.2015, the learned single Judge dismissed T.O.S. No. 17 of 2003 by holding that the Will said to have been executed in favour of the deceased first appellant is ingenuine and dismissed the suit. Consequently, the suit filed by the respondent herein was allowed by passing a preliminary decree. Aggrieved by the common order dated 26.10.2015, these appeals are filed by the deceased first appellant.

4. It is stated that during the pendency of the above appeals, 50% of the undivided share in the property in question was settled in favour of the respondent herein, by executing a settlement deed dated 14.07.2016 registered as document No. 3515 of 2016 on the file of Sub-Registrar, Purasawalkam, Chennai. After execution of such settlement deed, the appellants and the respondent have arrived at a settlement of the dispute among themselves and to that effect, a Joint Memo of Compromise has been filed on 20.02.2019 wherein it has been stated as follows:-

"I. The property mentioned in T.O.S. No. 17 of 2003 as well as in Tr.C.S. No. 621 of 2006, is described below:-

Entire house and premises bearing No.2 (Old No.35), Venkataraman Street, Perambur, Chennai - 600 011, measuring 7436 Square feet, comprised in R.S.N o. 442/28 & 442/50 of Perambur - Purasawalkam Taluk, Chennai District, bounded on the

North by : Vasan Street
East by : Bharathi Road
South by : Venkataraman Street
West by : Vasanth Apartments
Extent : 7436 Square feet

The above referred property shall be shared among the Appellants and the respondent in the following manner:-

Property allotted to the appellants as per this memo of compromise.

A part of the house and premises bearing No.2 (Old No.35), Venkataraman Street, Perambur, Chennai - 600 011, measuring 4957 square feet, shaded "Green - Part - B" in the plan enclosed, comprised in R.S. No. 442/28 part & 442/50 part at Perambur Village, Purasawalkam - Perambur Taluk, Chennai District bounded on the

North by : Vasan Street
East by : Bharathi Road
South by : Part - A, shaded "pink" in the plan enclosed being part of entire house and premises bearing No.2 (Old No.35), Venkataraman Street, Perambur, Chennai - 600 011, now allotted to the respondent
West by : Vasanth Apartments
Extent : 4957 Square feet

Property allotted to the Respondent as per this memo of compromise.

A part of the house and premises bearing No.2 (Old No.35), Venkataraman Street, Perambur, Chennai - 600 011, measuring 2479 square feet, shaded "Pink - Part - A" in the plan enclosed, comprised in R.S. No. 442/28 part & 442/50 part at Perambur Village, Purasawalkam - Perambur Taluk, Chennai District bounded on the

North by : Part - B, shaded "Green" in the plan enclosed being part of entire house and premises bearing No.2 (Old No.35), Venkataraman Street, Perambur, Chennai - 600 011, now allotted to the appellants

East by : Bharathi Road
South by : Venkartaraman Street
West by : Vasanth Apartments
Extent : 2479 Square feet

It is the responsibility of the appellants to hand over the building within six months from this date to the respondent. However, if the respondent wants to demolish the building existing in the portion allotted to the respondent, the respondent shall take necessary care to do the same without affecting the building marked "Part - B" allotted to the appellants.

ii. In lieu of this compromise agreed on the referred property, the Respondent has graciously agreed to execute necessary Release Deed or any document or deed in favour of Appellants in respect of the vacant land bearing Plot Nos. 184-B and 185-B, comprised in S.No.402 of Perungalathur Village, previously Saidapet Taluk, now Tambaram Taluk, previously Chengalpet District, now Kancheepuram District, bounded on the

East and South by : Road
North by : Plot Nos. 185-A and 184-A
West by : Plot No.186-B

Measuring East to West : 103 feet and North to South ; 70 feet totalling 7210 square feet within two months from this date.

iii. It is clearly understood that the Settlement Deed executed by the Respondent in favour of her children on 14.07.2016 vide Doc.No.3515 of 2016, SRO Purasawalkam during pendency of these O.S.A.s stand cancelled automatically.

iv. It is also made abundantly clear that the sixth appellant has been empowered to sign the memo of compromise as a power of attorney of Appellants 2 to 5 as well as 7th appellant.

v. The plan drawn by Expert Engineer and copies of general power of attorneys given by the appellants 2 to 5 and the 7th appellant are also attached along with this memo of compromise.

vi. The T.O.S. No. 17 of 2003 and Tr.C.S. No. 621 of 2006 stand automatically closed in lieu of

this memo of compromise.

Therefore it is prayed that this Honourable Court may be pleased to record this memo of compromise and pass appropriate orders accordingly and thus render justice.

Dated at Chennai on this 20th day of February 2019.

5. In view of the Memorandum of Compromise memo dated 20.02.2019, which was also duly signed by the 6th appellant for himself and as power of attorney of appellants 2 to 5 and 7 and the respondent along with their respective counsel, the Original Side Appeals are disposed of in terms of the above said Compromise Memo dated 20.02.2019. No costs. It is made clear that the Memorandum of Compromise dated 20.02.2019 shall form part of the decree.

*Copy of the Memo of Compromise enclosed

Sd/-

Assistant Registrar(CCC)

//True copy//

Sub Assistant Registrar

rsh

To
The Sub Assistant Registrar
Original Side,
High Court, Madras

+2cc to Mr.Sampathkumar, Advocate SR.No.15826

+1cc to Mr.R. Manickavel, Advocate SR.No.16300

OSA Nos. 44 & 45/2016

RR(CO)
GMY(26/07/2019)

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