



BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT
(Civil Appellate Jurisdiction)

Thursday, the Twenty First day of November Two Thousand and Nineteen

PRESENT

The Hon'ble Mrs.Justice J.NISHA BANU

SA(MD). No.368 of 2007

ARULMIGU BADRAKALIAMMAN,
MARIAMMAN KOIL, SIVAKASI.
THROUGH THE SECRETARY,
HINDU NADAR URAVINMURAI MAGAMAI,
SIVAKASI.

...Appellant/Appellant/Plaintiff

Vs

1 S.VIMALA DEVI
2 T.VEERAMANI
3 A.K.RAVICHANDRAN
4 A.NEELATH BALAMMAL
5 P.PREMALATHA
6 A.K.P.VIJAYAKUMAR
7 A.K.P.MANOKARAN

...Respondents 1 to 7/ Respondents 1 to 7/
Defendants 2 to 8

8 R.PUSHPA BHAVANI
9 R.LILLY KARTHICK
10 RATHI PUSHPAM

...Respondents 8 to 10/
Lrs of the deceased 3rd respondent

(RR8 TO 10 were brought on record as Lrs of the deceased 3rd respondent, as per the order of this Court dated 12.11.2019 made in CMP(MD).No.10117 of 2019)

Prayer:- Second Appeal is filed under Section 100 of Civil Procedure Code against the judgment and decree dated 30.04.2002 made in Appeal Suit No.5 of 2000 on the file of the Additional District Judge, Virudhunagar District at Srivilliputhur confirming the judgment and decree dated 21.03.2002 made in Original Suit No.352 of 1999 on the file of the Subordinate Court, Sivakasi.

DECREE:- Second Appeal coming upon for hearing on this date, upon perusing the grounds of Appeal, the judgments and decrees of the Lower Appellate Court and the Court of First Instance and the material papers in the Suit and upon hearing the arguments of S.M.ANANTHA MURUGAN, Advocate for the Appellant and of Mr.S.BALAJI, Advocate for the respondents and considering the Joint Compromise

Memorandum dated 12.11.2019 filed in SA(MD). No.368 of 2007 signed by both



the parties and their respective counsel, this Court doth order and decree as follows:-

1 That, the Judgment and Decree of both the Courts below be and hereby are set aside and the Second Appeal is allowed.

2 That, in view of the Joint Compromise Memo dated 22.10.2019 filed in SA(MD). No.368 of 2007 signed by both the parties along with their respective counsel, both the parties agreed to settle the issues between both parties permanently and to conduct the above said festival continuously by the SECOND PARTY, we both parties jointly discussed together, took the decisions which are as follows:

i) Since, among the seven persons in the SECOND PARTY except the male heirs 1, 2 and 3, the other four female heirs 4, 5, 6 and 7 already got married, we the four female heirs with our own volition put our signatures in this assurance deed that we have no objection and no connection whatsoever to our legal heirs in conducting the above said festival by the above three male heirs and their legal heirs in future.

ii) The SECOND PARTY (three male heirs) has to conduct "Sivakasi, Arulmigu Sri Mariammal Kovil Pramorchava 5th day Thiruvizha Mandagapadi" in a grand manner with the entire rental money coming from the buildings at Door Nos.34 and 36, Sivan Sannathi, Sivakasi. In case any deficit arises to conduct the above said festival in a grand manner, the SECOND PARTY (three male heirs) has to share such deficit among them.

iii) The SECOND PARTY (three male heirs), other persons in the SECOND PARTY and their legal heirs should not sell, mortgage and made any encumbrance the properties in Door Nos.34 and 36, Sivan Sannathi, Sivakasi. The entire rental income of the above properties should be used only for "Sivakasi Arulmigu Sri Mariammal Kovil Pramorchava 5th day Thiruvizha".

iv) The SECOND PARTY (three male heirs), the three male legal heirs and their family members, thereafter their legal heirs and families of the legal heirs shall conduct the Mandapagadi of "Sivakasi Arulmigu Sri Mariammal Kovil Pramorchava 5th day Thiruvizha" jointly altogether in a grand manner. If there any difference of opinion arises, the SECOND PARTY and Executive Committee Members of Mahamai Fund shall jointly take a feasible decision after having amicable talks.

v) The eldest member of the family of the SECOND PARTY (three male heirs) shall get the all ritual honours to be provided on the date of above mentioned festival.

vi) The SECOND PARTY (three male heirs) shall continuously pay the property taxes as it is in the name of "Aarur Thiyaga Nadar" for the buildings in Door Nos.34 and 36, Sivan Sannathi, Sivakasi.

Vii) The SECOND PARTY (three male heirs) shall erect an inscription in the permanent form of rock scripture or letters



Sivan Sannathi, Sivakasi visible to the general public that "Sivakasi Hindu Nadars Uravinmurai Mahamai Fundukku Sonthamana Sri Aarur Thiyaga Nadar Vakaiyarakkalukku Pathiyappatta, Arulmigu Sri Mariamman Kovil Pramorchava 5-m Thiruvizha Mandagappadi Kattidam".

Viii) The FIRST PARTY shall support the SECOND PARTY and shall not raise any objection for the steps taken by the SECOND PARTY under the above said terms and conditions.

ix) Both FIRST AND SECOND PARTIES shall jointly submit the present assurance deed properly before the Madurai Bench of Madras High Court and get an order in S.A.(MD)No.368 of 2007.

3 That there be no costs in this Appeal.

Sd/-

Assistant Registrar (CS-II)

// True Copy //

Sub Assistant Registrar(CS)

TO

- 1 The Additional District Judge, Srivilliputhur
- 2 The Subordinate Judge, Sivakasi.

Copy to:

The Section Officer, V.R. Section,
Madurai Bench of Madras High Court, Madurai (+2 Copies)

+1 CC to Mr.S.M.ANANTHA MURUGAN, Advocate SR-100502

+1 CC to Mr.S.BALAJI, Advocate SR-100501

ORDER DATED : 21/11/2019

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DECREE

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SA(MD). No.368 of 2007

NATURE OF DECREE:

JOINT COMPROMISE DECREE against the judgment and decree dated 30.04.2008 made in Appeal Suit No.5 of 2000 on the file of the Additional District Judge, at Srivilliputhur confirming the judgment and decree dated 21.03.2002 made in Original Suit No.352 of 1999 on the file of the Subordinate Court, Sivakasi etc., as stated within.