



WEB COPY

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 09.12.2020

CORAM

THE HONOURABLE MR. JUSTICE S.S.SUNDAR

A.S. No.906 of 2012
and C.M.P. Nos. 1 of 2012 & 8327, 8328 & 8329 of 2020

1.D.Hiralal Das	
2.Rekha Sundar	
3.Prathema Das	
4.Geetha Das	
5.Aruna Bahal	
6.Arati Roy	...Appellants 1 to 6/Defendants 1 to 6
7.Dhiralal Das	...7 th Appellant/8 th Defendant
8.Krishna Das	...8 th Appellant/14 th Defendant

Vs.

1.D.Jawaharlal	...1 st Respondent/Plaintiff
2.Mothilal Das	
3.Patel Das	
4.Milan Das	
5.Vijayalakshmi	
6.Saraswathy	...Respondents 2 to 6/Defendants 9 to 13

Appeal suit filed under Section 96 of Civil Procedure Code against the judgment and decree dated 01.03.2012 passed by the learned Additional District Judge, Fast Track Court - III, Chennai in O.S. No.12112 of 2010.

For Appellants : Mr. S.Natana Rajan

For Respondent - 1-6: Mr. S.Senthilnathan

JUDGMENT

This appeal is preferred against the judgment and decree of the learned Additional District Judge, Fast Track Court - III, Chennai in O.S. No.12112 of 2010 dated 01.03.2012.

2. A Memorandum of Compromise dated 17.09.2020, has been filed before this Court indicating that the parties on either side have settled the matter amicably and that the appeal can be disposed of by setting aside the decree dated 01.03.2012 passed by the Fast Track Court III, Chennai, in O.S. No.12112 of 2010. The parties and the counsel representing the appellants and the



respondents have signed the memorandum of compromise dated 17.09.2020.

3. Learned counsel appearing on either side has requested this Court that the appeal may be disposed of in terms of memorandum of compromise. The parties have also entered into memorandum of understanding so that the terms of compromise memo can be understood in a better manner. The compromise memo filed by the parties read as follows:

"MEMO OF COMPROMISE

Both the parties herein, after mutual discussions with one and another, have agreed to compromise and resolve the above case as follows:

1. That the parties in the above case have agreed to compromise in the above case out of their own free will and accord and there is no threat, coercion or undue influence in any manner whatsoever.

2. That the Appellants 1, 7 & 8 and the Respondents in the above case, have no objection for the Suit Schedule Property being allotted to the Appellants 2, 3, 4, 5 and 6, viz., (a) Smt. Rekha Sundar, (b) Smt. Prathema Das, (c) Smt. Geetha Das, (d) Smt. Aruna Bahal, (e) Smt. Arati Roy.

3. That since the 1st Respondent accepts and declares that the rights of the Appellants 2, 3, 4 and 5 in pursuance of the Settlement Deed dated 11.09.2006 executed by the 1st Appellant in favour of the Appellants 2, 3, 4 and 5 holds good and the 1st Respondent declares that he is relinquishing his rights accrued in his favour in pursuance of the Decree in O.S. No. 12112 of 2010.

4. That the Appellants 1, 7, 8 and the Respondents declare that henceforth they don't have any rights over the Suit Schedule Property and that there won't be any claim by the persons claiming rights through them.

5. That henceforth the Appellants 2, 3, 4, 5 and 6, (a) Smt. Rekha Sundar, (b) Smt. Prathema Das, (c) Smt. Geetha Das, (d) Smt. Aruna Bahal, (e) Smt. Arati Roy are alone will be the absolute owners of the Suit Schedule Property.

6. That all the parties request this Hon'ble Court to set aside the Decree dated 1-3-2012 passed by the Hon'ble Fast Track Court III (now Hon'ble XVII Additional Judge), City Civil Court, Chennai, in O.S. No. 12112 of 2010 and pass a Decree in favour of the Appellants 2, 3, 4, and 5.

Dated at Chennai on this the 17th day of September 2020."



4. Having regard to the facts in the memorandum of compromise, memorandum of understanding and memo filed by the first respondent, this Court is inclined to dispose of this appeal in terms of the memorandum of compromise dated 17.09.2020 and the memorandum of understanding dated 26.08.2020. It is reported that the payments contemplated in the memorandum of understanding and the memorandum of compromise have been paid and the parties have acted upon the memorandum of understanding.

5. The Appeal Suit is allowed in terms of the compromise memo. No costs. The appellants 2 to 6 are the absolute owners of the suit schedule property which is the subject matter in O.S. No.12112 of 2012. The judgment and decree passed by the Additional District Judge, Fast Track Court - III, Chennai, in O.S. No.12112 of 2010 dated 01.03.2012 is set aside. The memorandum of compromise dated 17.09.2020 and the memorandum of understanding dated 26.08.2020 and the memo filed by the first respondent dated 20.11.2020 shall form part of records. The connected miscellaneous petitions are closed.

Sd/-
ASSISTANT REGISTRAR

TRUE COPY

SUB ASSISTANT REGISTRAR

bkn
To

The Additional District Judge, Fast Track Court - III,
Chennai.

+1cc to Mr.S.Senthilnathan, Advocate Sr.39737
+1cc to Mr.S.Natanarajan, Advocate Sr.39859

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kj[co]
srg 25/11/2021