

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 09.12.2020

CORAM

THE HONOURABLE MR. JUSTICE S.S.SUNDAR

A.S. No.104 of 2019
and C.M.P. No.4053 of 2019

A.Subramania Pillai

...Appellant/3rd Defendant

Vs.

1.J.Arul Mary

...1st Respondent/Plaintiff

2.N.Hari

3.M.Ravichandran

4.S.Seeli

5.Shyamala

6.B.Poonkadi

7.Venkatraman

8.Janakiraman

...2 to 8 Respondents/1,2 and 4 to 8
/Respondents

Appeal suit filed under Section 96 of Civil Procedure Code,
against the judgment and decree dated 14.09.2018 made in O.S.
No.210 of 2013 on the file of learned Additional District Judge
- III, Thiruvallur at Poonamallee.

For Appellant	:	Mr. P.Chandra Sekhar
Respondent - 1	:	Mr. Paul Selvam
2,4-7	:	Not ready in notice
3 & 8	:	No appearance

JUDGMENT

This appeal is directed against the judgment and decree in
O.S. No.210 of 2013 on the file of III Additional District
Judge, Thiruvallur, Poonamallee.

2. The third defendant in the suit is the appellant in this
appeal. The suit in O.S. No.210 of 2013 was filed directing the
defendants to deliver vacant possession of the suit properties
and for permanent injunction thereafter restraining the
defendants from in any manner interfering with the plaintiff's
peaceful possession and enjoyment of the suit properties.

3. The suit was contested only by the third defendant and all other defendants remained ex-parte. The suit was decreed by directing the appellant / third defendant to deliver vacant possession of the suit property. Permanent injunction was also granted in favour of the first respondent / plaintiff. During the pendency of the appeal, the parties namely the appellant and the first respondent entered into a compromise. They have also signed a Joint Memo of Compromise dated 30.11.2020, in the presence of their respective counsel. The Joint Memo of Compromise filed by the appellant and the first respondent dated 30.11.2020, reads as follows:

"JOINT MEMO OF COMPROMISE FILED BY THE APPELLANT /
3RD DEFENDANT AND FIRST RESPONDENT / PLAINTIFF

It is respectfully submitted as follows:

2. The 1st Respondent / Plaintiff herein had filed suit by directing the Defendants to deliver vacant possession of the property in question and also granting permanent injunction against the Defendants, their respective agents, servants and men in any manner interfering with the plaintiff's peaceful possession and enjoyment of the same and the same was decreed with costs by the Learned IIIrd Additional District Judge, Poonamallee on 14-09-2018 and against the Decree the above Appeal has been preferred by the Appellant / 3rd Defendant who is the sole contesting party in the suit.

3. The Crux of the issues between the parties is the identity of the alleged property in question is in existence or not. Considering the various developments from time to time in the aforesaid proceedings, for nearly seven years, the parties herein, namely the Appellant / 3rd Defendant and 1st Respondent / Plaintiff, have mutually agreed to settle the dispute with respect to their property in S.No.57/4, 57/4D, T.S.No.31/3, Ward-A, Block No-1, Oragadam Village No-21, Ambattur Taluk, Tiruvallur District bearing Plot No-22, Srilakshmi Nagar, bounded on the North by Plot No-21, South by Plot No-23, East by 20 feet Road and West by Plot No-37, admeasuring North to South on the Eastern and Western Side 30 feet, East to West on the southern side 58.5 feet, and East to West on the Northern Side 58 feet, constituting 1748 square feet of land, within the registration District of North Chennai and Sub-registration District of Ambattur.

3. The 1st Respondent / Plaintiff is the absolute owner of the Suit Schedule property and both the parties had mutually agreed in order to put an end to legal battle in all respects, the 1st Respondent / Plaintiff also agreed to pay a compensation of a sum of Rs.3,00,000/- (Rupees Three Lakhs only) by way of Demand Draft drawn on 30-11-2020 bearing D.D.No.313002, Central Bank of India, Perungudi Branch, Chennai to the Appellant /3d Defendant herein. In view of the above said compensation is received and acknowledged the receipt of the same by the Appellant /3 Defendant herein on signing this Joint memorandum of compromise. The Appellant / 3rd Defendant had agreed and given up all his rights, interests and title if any in the alleged property in question and he undertake that no one including his heirs, legal representatives, executors, administrators, servants, agents and men shall not claim any rights, title and interests in the alleged property in question in any manner.

4. The Appellant / 3rd Defendant had agreed to handover all the original title deeds which was executed by the Appellant / 3rd Defendant, his predecessors, his agents, his heirs, servants, executors and administrators till date related to the alleged property in question without fail to the 1st Respondent / Plaintiff and he also undertake not to encumber in any manner.

5. The above settlement has been arrived between the parties on their own volition / willingness without any force, threat, coercion or undue influence from any quarter.

6. The cost of the compromise proceedings shall be borne by the respective Parties."

4. The parties namely the appellant and the first respondent were also present at the time of hearing the case through Video Conference and they were identified by the respective counsel. Since the other respondents in the appeal remain ex-parte, notice was dispensed with.

5. This Court is inclined to dispose of the appeal in terms of the Joint memo of compromise. Accordingly, the Appeal Suit is dismissed as settled out of court in terms of the Joint Memo of

Compromise dated 30.11.2020. No costs. Consequently, connected miscellaneous petition is closed. The joint compromise memo signed by the appellant and first respondent along with their respective counsel shall form part of this judgment.

* Joint Memo of Compromise Enclosed

Sd/-
Assistant Registrar(CS II)

//True Copy//

Sub Assistant Registrar

bkn

To

1.The Additional District Judge - III,
Thiruvallur, Poonamallee.

Copy to

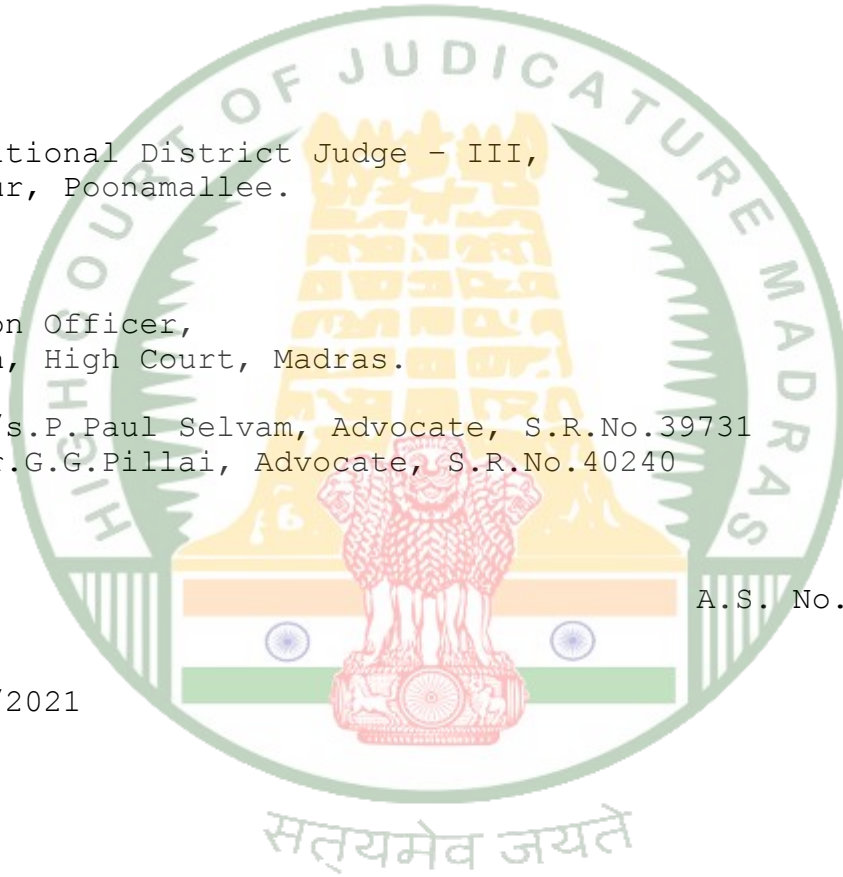
The Section Officer,
VR Section, High Court, Madras.

+1cc to M/s.P.Paul Selvam, Advocate, S.R.No.39731

+1cc to Mr.G.G.Pillai, Advocate, S.R.No.40240

A.S. No.104 of 2019

LN(CO)
KKV/07/01/2021



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