

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 11.02.2020

CORAM

THE HONOURABLE MR.JUSTICE G.K.ILANTHIRAIYAN

S.A.NO.559 OF 2005

AND

C.M.P.NOS.22639 OF 2018 & 481 OF 2019

1.A.Kathirvel
2.N.Kumarashanmugam
3.N.Thangaraju
4.N.Anandan
5.V.Gopalakrishnan
6.A.Sathasivam

...Appellants/Appellants
Defendants 1 to 6

Versus

1.Vallipurathampalayam Village
Sengunthar Community,
Welfare Sangam, a registered Society by its President

... 1st Respondent/1st Respondent/
Plaintiff

2.A.V.P.Sampath

...2nd Respondents/2nd Respondent/
7th Defendant

Prayer:-

This Second Appeal is filed under Section 100 of C.P.C as against the judgment and decree dated 12.08.2003, passed by the learned Principal District Judge, Erode in A.S.No.79 of 2001, confirming the judgment and decree dated 28.02.2001 passed by the learned District Munsif-cum-Judicial Magistrate, Perundurai in O.S.No.15 of 1999.

For Appellant : Mr.V.Ayyadurai,
Senior Counsel
for Mr.P.Muthukumarasamy

For Respondent - 1 : Mr.A.Sundaravadhanan

Respondent - 2 : Notice served

J U D G M E N T

Today(11.02.2020), when the matter is taken up for hearing, the learned counsel appearing on both sides have submitted in unison that the parties have arrived at a settlement and they have also filed a Memo of Compromise dated 11.02.2020, entered into between the parties, before this Court. They further prayed that the said Memo of Compromise may be recorded and the present Second Appeal may be disposed of in terms of the said Memo of Compromise.

2. The said Memo of Compromise reads as follows:

"1. The appellants were to induct as member of the plaintiff Sangam, and accordingly they had submitted the application and the same was approved in the meeting of the Sangam held on 30.01.2020. The Sangam had also issued the receipt for the money received as joining fees.

2. The first respondent is represented by the President V.P.Appadurai as per bye-law of the plaintiff which is registered society, in his capacity as a President of the Sangam, who had agreed to the terms of this compromise and to settle all the issues arising in future as well in accordance with law.

3. Both the parties hereby agree to have the Denomination Temple and the properties of the temple be maintained and administered by a duly elected body of the Sangam.

4. Since the Sangam has elected body, the appellants herein had some proposals to amend the Bye of Law of the Sangam such as bar to hold office more than twice, tenure office, qualification for members, etc., for which the appellants agreed to make a request for amendment of the bye-law, on submitting the same, the plaintiff agreed to follow the bye-law procedure for amendment of the bye-law.

5. Both the parties agree to approach the H.R. & C.E. department to recognize the suit temples are denomination temples of Sengunthar Mudaliar Community of Vallipurathan Palayam. The properties if any acquired hereafter will also become the property of the temples and managed by the Sangam."

3. The above Memo of Compromise is recorded and the same shall form part of the judgment and decree.

4. Considering the submission made by the learned counsel on both sides, this Court is inclined to dispose of the present Second Appeal in terms of the said Memo of Compromise. Accordingly, this Second Appeal is disposed of in terms of the said Memo of Compromise. No costs. Consequently, connected Applications are closed.

* Xerox copy of Memo of Compromise
dated 11.02.2020 is enclosed.

Sd/-
Assistant Registrar(CS VIII)

//True Copy//

Sub Assistant Registrar

mrr

To

1. The Principal District Judge,
Erode.
2. The District Munsif-cum-Judicial Magistrate,
Perundurai.
3. The Section Officer,
VR Section, High Court,
Madras-104.

+1cc to Mr.V.Balamuruganae, Advocate, S.R.No.11204
+1cc to Mr.A.Sundaravadhanan, Advocate, S.R.No.10778

S.A.No.559 of 2005

SR(CO)
CS/27/11/2020
CS/03/12/2020

WEB COPY