

**IN THE HIGH COURT OF JUDICATURE AT MADRAS**

**DATED: 09.01.2020**

**CORAM:**

**THE HON'BLE MR. JUSTICE SENTHILKUMAR RAMAMOORTHY**

**C.S. No. 732 of 2019**

C. Rama

... Plaintiff

VS

1. V.G.Chandramouli

2. C. Sudha

... Defendants

**Prayer:** Civil Suit filed under Order VII Rule 1 CPC read with Order IV Rule 1 of High Court Original Side Rules, to (i) divide the suit properties by metes and bounds into two equal shares and allot one share to the plaintiff and put plaintiff in possession thereof; (ii) directing the defendants to render true and proper statement of income derived from the suit properties from June 2013 onwards; (iii) for the cost of the suit.

For Plaintiff : Mr. S. L. Sundarsanam

For Defendants : Mr. C.P. Hemkumar

**J U D G M E N T**

This Civil Suit is filed for a partition of the suit schedule properties between the plaintiff and the defendants.

2. At the hearing today, the learned counsel for the plaintiff and the learned counsel for the defendants submitted a Joint Memorandum of Compromise dated 09.01.2020 which was executed by the parties and their respective counsel, whereby, the dispute has been settled in terms

of the Joint Memorandum of Compromise. Therefore, the learned counsel for the parties requested that a final decree may be passed in terms of the Joint Memorandum of Compromise.

3. I considered the submissions of the learned counsel and also examined the Joint Memorandum of Compromise. It is seen that the plaintiff and each of the defendants has duly signed the said Joint Memorandum of Compromise. The respective counsel has also signed the said Joint Memorandum of Compromise. All the parties, namely the plaintiff and the two defendants, are present in Court.

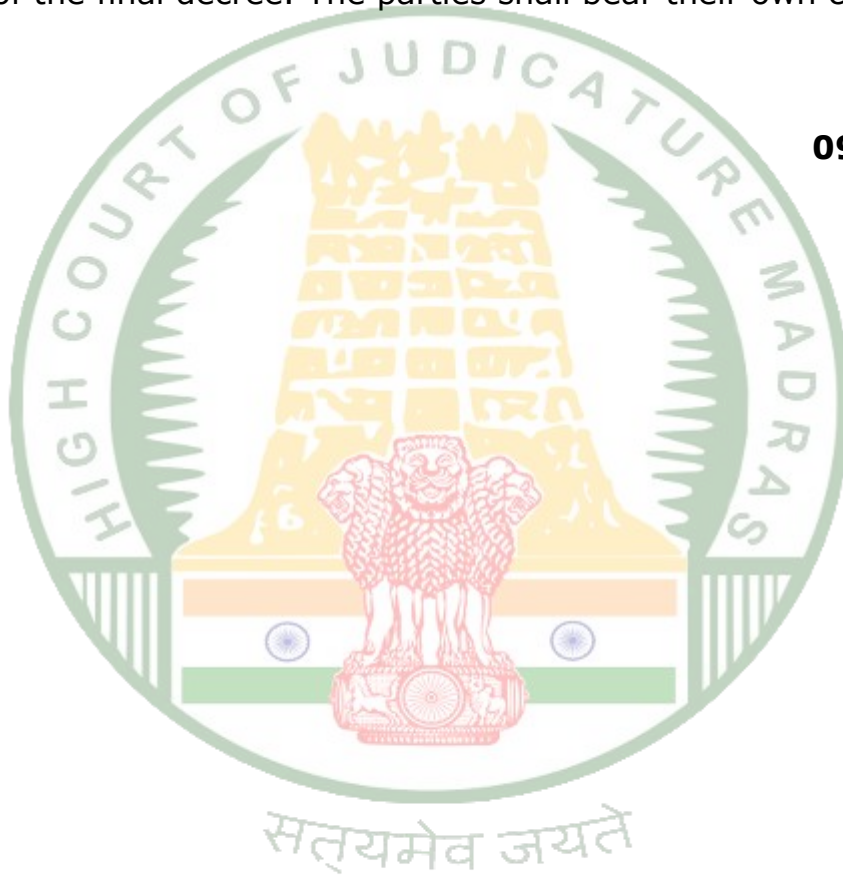
4. The learned counsel for the plaintiff also submitted that the extent of Item No.4 of the suit schedule property was not mentioned correctly and that the correct extent is 16,800 Sq.ft. He has also filed a memo to that effect and the learned counsel for the defendants concurs with the statement that the correct extent was wrongly mentioned.

5. Accordingly, the learned counsel for the plaintiff is permitted to carry out the correction in Item No. 4 of the suit schedule properties, so as to reflect the correct square feet as 16,800 Sq.ft.

6. Based on the foregoing, I find that there is no impediment to pass a decree in terms of the said Joint Memorandum of Compromise. Accordingly, there shall be a judgement and decree in terms of the Joint Memorandum of Compromise dated 09.01.2020, which shall form part and parcel of the final decree. The parties shall bear their own cost.

**09.01.2020**

kv



WEB COPY

**SENTHILKUMAR RAMAMOORTHY, J.**

kv



**C.S. No. 732 of 2019**

**WEB COPY**

**09.01.2020**