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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 04.08.2021

CORAM

THE HON'BLE MR.JUSTICE M.M.SUNDRESH
and
THE HON'BLE MRS.JUSTICE S.KANNAMMAL

A.S.No.290 of 2015
and M.P.No.1 of 2015

1.Minor Harish Raj
2.Minor Veera Subramanian
(Minor appellants represented
by next friend mother
Sivagamasundari,
W/o.S.K.S.Ravi,
No.26, Angalamman Koil Street,
Chidambaram, Cuddalore District) ... Appellants

Vs

1.S.K.S.Ravi
2.S.K.Shanmugham
3.M.Murugan ... Respondents

Prayer: Appeal filed under Section 96 read with Order 41 Rule 1 and 2 of the Code of Civil Procedure against the judgment and decree of the learned II Additional District Judge at Chidambaram dated 28.11.2014 in O.S.No.4 of 2010.

For Appellants :Mr.R.Gururaj

For Respondents :No appearance for R1 and R2
Mr.M.Sudharasan for R3

JUDGMENT

(Delivered by M.M.SUNDRESH, J.)

By consent, the main appeal itself has been taken up for hearing. The suit has been filed by the appellants being the plaintiffs for the following reliefs:-



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- "a) a preliminary decree for partition and separate possession of plaintiffs' 2/3 shares in the suit 'B' schedule properties may be passed;
- b) in final decree proceedings an Advocate/Commissioner may be appointed to divide the suit 'B' schedule properties into 3 equal shares by metes and bounds and 2 such shares may be allotted contiguously to the plaintiffs;
- c) plaintiffs may be put in possession of the items allotted to them, if necessary, through court;
- d) directing enquiry into future accounting by separate proceedings under Order 20 Rule 18 C.P.C.,
- e) directing defendants to pay plaintiffs the cost of the suit; and
- f) granting such other reliefs as are deemed fit."

2. The suit having been dismissed, the present appeal has been filed.

3. Today, a memorandum of compromise entered into between the parties dated 03.07.2021 duly attested by the respective counsel has been placed before this Court. It is submitted that in tune with the memorandum of compromise, the suit property is to be given in favour of the appellants and a sum of Rs.42 lakhs has been received by the third respondent in lieu of the same. The following are the terms of compromise:-

"Terms of Compromise:

- 1) The appellants herein are the plaintiffs in O.S.18 of 2009 on the file of the Principal District Court, Cuddalore, later transferred to the Additional District Court, Chidambaram and renumbered as O.S.4 of 2010. Respondents are defendants in the suit.
- 2) 1st respondent is father of appellants while 2nd respondent is the elder brother of 1st respondent.
- 3) Both appellants and respondents admit that the suit 'B' schedule properties are the ancestral properties of appellants and respondents 1 and 2. Appellants have filed the suit, questioning sale deeds dated 10.05.2006



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and 18.05.2006 in favour of 3rd respondent regarding the suit 'B' schedule properties.

4) Both parties agree that irrespective of the merits of the case, the sale deeds dated 10.05.2006 and 18.05.2006 by respondents 1 and 2 in favour of the 3rd respondent are invalid and that no title is conveyed there-under to the 3rd respondent. The 3rd respondent is giving up title and all rights in respect of the suit properties.

5) In view of the 3rd respondent giving up his claim in respect of the suit properties, the 3rd respondent has received Rs.42,00,000/- (Rupees forty two lakhs only) in cash and through cheques.

6) Hence-forth, respondents shall not have any right, title or interest over the suit properties. Respondents are not also in possession of the suit properties.

7) Hence-forth, the suit properties shall be the absolute properties of minor appellants with all powers of alienation.

8) The suit properties shall be in the possession of the appellants through their mother guardian Sivagamasundari who shall enjoy the properties on behalf of her minor sons and shall handover possession to the appellants on their attaining majority.

9) The next friend mother Sivagamasundari shall not have the right of creating any encumbrance over the suit properties.

10) Respondents have no objection in the patta, property tax, electricity service connection, etc., being transferred to the name of the appellants regarding suit properties.

11) Henceforth, appellants and respondents shall not have any claim of any sort against each other.

12) The compromise is beneficial to the minors in as much as they are getting the entire properties and consideration paid to 3rd respondent has been provided by the paternal aunt of the minors by name Mrs.Pazhaniammal w/o.Subramanian.

13) The terms of compromise shall be registered before the competent authority.



14) Both the parties shall bear their own cost throughout.

15) The suit and appeal may be disposed of in terms of the compromise."

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4. The appeal stands disposed of in terms of the memorandum of compromise dated 03.07.2021 and the memorandum of compromise dated 03.07.2021 shall form part of the decree. Consequently, the judgment and decree of the trial Court stand set aside. No costs. Consequently, connected miscellaneous petition is closed.

SD/-

ASSISTANT REGISTRAR

// TRUE COPY //

SUB ASSISTANT REGISTRAR

mmi

To

The II Additional District Judge,
Chidambaram.

Copy to

The Section Officer,
VR Section,
High Court, Madras-104. (2 Copies)

+1cc to Mr.P.Kandasamy, Advocate Sr.38150

+1cc to Mr.K.Adithya Varadharajan, Advocate Sr.38151

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srg 14/12/2021