

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 07.10.2021

CORAM

The Honourable Mrs.Justice Pushpa Sathyanarayana

and

The Honourable Mr.Justice Krishnan Ramasamy

A.S.No.295 of 2018

and C.M.P.No.6996 of 2018

1.V.Annamalai

2.V.Arunachalam

...Appellants/Defendants 1 & 2

vs

1.Periyal

2.V.Nagammai

..1st & 2nd Respondents/1st & 2nd Defendants

3.Vallikannu

...Respondent/3rd Defendant

Prayer:First Appeal filed under Order 41 Rule 1 & 2 r/w Section 96 of the Code of Civil Procedure, against the judgment and decree dated 25.10.2017, made in O.S.No.101 of 2014 on the file of the III Additional and Sessions Judge, Coimbatore.

For Appellants :

Mr.S.Mukunth

for Saravabhsuman Associates

For Respondents:

Mr.P.Kumanan

JUDGMENT

(Delivered by Pushpa Sathyanarayana.J.,)

This Appeal Suit has been filed against the judgment and decree dated 25.10.2017, made in O.S.No.101 of 2014 on the file of the III Additional and Sessions Judge, Coimbatore.

2.The suit was filed for partition by the wife and daughter of one S.Vairavan, seeking to divide the suit property into five equal shares and for allotments of two equal shares to the plaintiff, which was decreed. Aggrieved over the same, the defendant Nos. 1 and 2 preferred the present appeal. Pending the appeal, it appears that the parties have amicably settled the issues among themselves, which is entered into a joint Memo of Compromise. The terms of joint Memo of Compromise is extracted hereunder:

"That the first appellant, viz., V.Annamalai is allotted with the House property, which is more fully described as Scheduled B hereunder, and he would pay the difference amount of Rs.17.5 Lakhs to the first respondent herein, viz., Periyal

towards her share amount.

That the second appellant, viz., V.Arunachalam is allotted with the Shed property, which is more fully described as Scheduled C hereunder, and he would pay the difference amount of Rs.12.5 Lakhs to the third respondent herein, viz., Vallikannu towards her share amount.

That the second respondent, viz., V.Nagammai is allotted with the Workshop property, which is more fully described as Schedule D hereunder, and she would pay the difference amount of Rs.15 Lakhs to first and third defendants at Rs.5 Lakhs and Rs.10 Lakhs respectively towards their respective share amount.

That the parties have mutually agreed to settle their issues amicably in so far as the partition of their properties and have no other mutual claims as against each other in respect of the properties above mentioned. It is also made clear that the claim for mesne profits is given up and shall rest here.

In view of the above compromise arrived at between the parties above named the above appeal suit may be disposed off recording this memorandum of compromise and the terms mentioned here above and a final decree may be passed in accordance with this compromise memo and further directing the parties to deposit necessary NJ papers for engrossing the final decree as it may deem fit and proper."

3.The parties to the appeal, viz., V.Annamalai and V.Arunachalam, who are the defendant Nos.1 and 2 and Periyal, V.Nagammai and Vallikannu, who are the plaintiffs and third respondent respectively, appeared before this Court through video conference and they were identified by their respective counsels.

4.Hence, the Appeal Suit is disposed of in terms of the above settlement. The joint Memo of Compromise dated 11.08.2021, shall form part and parcel of the decree. No costs. Consequently, connected miscellaneous petition is closed.

Sd/-

Assistant Registrar(CS IX)

//True Copy//

Sub Assistant Registrar

rst

To:
The III Additional and Sessions Judge,
Coimbatore.

Copy to:
The Section Officer,
VR Section,
High Court, Madras

+2 ccs to Mr.P.Raja, Advocate Sr.NO. 53591

+1 cc to M/s.Saravabhsuman Associates, Sr.NO. 52629

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GMR(CO)
A.SK(22/07/2022)