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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 24.08.2021

CORAM:

THE HONOURABLE MR.JUSTICE M.GOVINDARAJ

S.A.No.424 of 2012

Malliga Ammal ... Appellant/Appellant/Plaintiff

Vs.

1. Ambujam Ammal

2. Kalanjinatha Padayachi

3. Ramanuja Padayachi

4. Saroja Ammal ... Respondents/Respondents/Defendants

PRAYER: The Second Appeal has been filed under Section 100 of the Civil Procedure Code to set aside the judgment and decree of the learned Additional District Judge, Fast Track Court, Ariyalur, passed in A.S.No.133 of 2008 dated 11.04.2011 confirming the judgment and decree of the learned District Munsif, Jayankondam, passed in O.S.No.393 of 1994 dated 13.09.2004.

For Appellant : Mr.J.Antony Jesus

For Respondents: Mr.U.Vinoth Kumar

J U D G M E N T

Today when the matter is taken up, the learned counsel for both the sides appeared online and submitted that the matter has been settled between the parties and a Joint Memo of Compromise dated 18.08.2021 has also been filed. The Joint Memo of Compromise is extracted as follows:-

"JOINT MEMO OF COMPROMISE

The appellant and the respondents humbly submits as follows:-

1. The appellant submits that she purchased the property measuring to an extent of 1 Acre & 34 Cents



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bearing S.No.147/5 situated in Variyankaval Village, Variyankaval Village, formerly Udayarpalayam Taluk, presently Andimadam Taluk, Ariyalur District from one Mr.Natarajan son of Kumarasamy Mudaliar through the registered sale deed dated 07.05.1994 executed before the Udayarpalayam SRO and she had become the absolute owner of the property.

2. The appellant submit that she got patta for the said property vide patta No.469 of Variyankaval Village, formerly Udayarpalayam Taluk, presently Andimadam Taluk, Ariyalur District and doing agriculture in the said land.

3. The appellant submit that in the south east of the said property, a small shed (10 feet * 8 feet) was built by the appellant in the adjacent land bearing S.No.148/1 poramboke land. In the said shed the watchman was resided and guarded the agricultural land.

4. The appellant submit that in the year 1994, there was a misunderstanding between the appellants and the respondents about the usage of the shed constructed in the above said poramboke land bearing S.No.148/1 and hence the appellants filed a suit vide O.S.No.393 of 1994 before the Hon'ble District Munsif, Jeyankondam against the respondents prayed to declare the right of the appellant over the suit property and for consequential permanent injunction restraining the respondents and their men from interfering with the peaceful possession of this appellant. In the said suit the said Hon'ble Court dismissed the suit on 13.09.2004.

5. The appellant submit that against the said dismissal order, the appellant filed an appeal before the Hon'ble Additional District Judge, Fast Track Court, Ariyalur and the said appeal also dismissed by the Hon'ble Court on 14.04.2011.

6. The appellant submit that against the said dismissal order of the Appeal suit, the appellant filed an second appeal before this Hon'ble High Court.

7. During the pendency of the said second appeal, at the intervention of the well wishers, friends, village elders of both the families there is a compromise between the appellant and the respondents and



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as such they have agreed to settle the matter among themselves.

8. The Terms of Compromise are as follows:

(i) The Respondents do hereby confirmed that the respondent will not disturb the entry of the appellant to his agricultural land through the poramboke land bearing S.No.148/1 from the main Road.

(ii) The Respondents do hereby agree that they removed the shed in the poramboke land bearing S.No.148/1 and will not disturb the peaceful possession of the plaintiff in respect of his property an extent of 1 Acre & 34 Cents bearing S.No.147/5 situated in Variyankaval Village, Variyankaval Village, formerly Udayarpalayam Taluk, presently Andimadam Taluk, Ariyalur District and relinquish our right of possession to the appellant.

(iii) The Appellant do hereby agree that they will look after the expenses incurred for the removal of the shed by the respondents in the poramboke and bearing S.No.148/1.

(iv) The respondents do hereby confirms that they agreed that the appeal shall be disposed of as per this compromise between memo and they will not press the decree 13.09.2004 passed in O.S.No.393 of 1994 by the Hon'ble District Munsif, Jeyankondam.

(v) The parties viz., the appellant and all the respondents hereto agree that the above appeal may be disposed of by recording this compromise.

(vi) The parties shall bear the respective costs.

Hence, the appellant and the respondents therefore prayed that this Hon'ble Court may be pleased to dispose this second appeal S.A.No.424 of 2012 by recording this memo of compromise and thus render justice."



The aforesaid Joint Memo of Compromise is taken on file and the terms of Joint Memo shall form part of the judgment. The Second Appeal is disposed of in terms of the Joint Memo of Compromise. There shall be no order as to costs.

SD/-
ASSISTANT REGISTRAR

// TRUE COPY //

SUB ASSISTANT REGISTRAR

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To

- 1.The Additional District Judge,
Fast Track Court,
Ariyalur.
- 2.The District Munsif,
Jayankondam.
- 3.The Section Officer,
VR Section, High Court,
Madras.

S.A.No.424 of 2012

br[co]
srg 29/11/2021