



IN THE HIGH COURT OF JUDICATURE AT MADRAS

(ORDINARY ORIGINAL CIVIL JURISDICTION)

TUESDAY, THE 16TH DAY OF NOVEMBER 2021

THE HON'BLE MR. JUSTICE N.SESHASAYEE

C.S.No.510 of 2013

Mr.S.Mohamed Zumayl
S/o. Late U.Mohamed Shaukathulla
Old No.76 New No.50,
Poes Garden, Chennai – 600 086

... Plaintiff

-Versus-

Mrs. Mahboob Merlia
D/o. Late U.Mohamed Shaukathulla
Flat No.2A, Door No.27,
A.R.K.Colony, Eldams Road,
Chennai-600 018

... Defendant

C.S.No. 510 of 2013

Civil Suit praying that this Hon'ble Court be pleased to pass a judgment

and Decree against the Defendant as follows:

(a) Declare that the Deed of Cancellation dated 09.05.2013 registered as Doc.No.520/2013, whereby the Defendant cancels the earlier settlement of Schedule B property which was executed in favour of the Plaintiff, as not valid and binding and consequently grant a Permanent Injunction restraining the Defendant, her men, agents and persons acting on her behalf from in any manner interfering with the Plaintiff's peaceful possession and enjoyment of the Plaintiff Schedule B property;



(b) Grant a permanent injunction restraining the Defendant her men, agents, persons claiming through them or their assigns from in any manner alienating or encumbering the suit Schedule B property;

(c) Direct the Defendant to pay the costs of the suit;

This suit coming on this day before this court for hearing in the presence of Mr.K. Harishankar, Advocate for the plaintiffs herein and Mr.S.Mohammed Shabeer, Advocate for the defendant herein and upon reading the plaint filed herein and joint memorandum of compromise signed by the plaintiff and the defendant with their respective advocates and the said advocates for the parties hereto praying this court to pass a decree in terms of Joint Memorandum of Compromise morefully setout in the schedule hereunder and this court doth recording the same, **it is interms thereof ordered and decreed as follow:-**

1. That the Defendant herein was gifted with the property situate at premises bearing Old No.73, Subsequent Door No. 96 and present Door No. 2, Mannarswamy Koil Street, Kalmandapam, Royapuram, Chennai – 600 013 comprised in Old. Survey No. 2281, Re-Survey No. 807/1, measuring 1 ground and 125 sq.ft. And R.S.No. 807/2 measuring 266 sq.ft. and ad measuring in total 1 ground and 392 sq.ft. (2792 sq.ft) by her maternal grandmother vide a settlement Deed and

the mother of the plaintiff and the Defendant was administering the



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said premises and at that time she had collected advance amount of Rs. 40,00,000/- (Rupees Forty Lakhs Only) from the tenant for the tenanted premises and the mother Mrs. Farida Shaukath now undertakes to handover the said advance amount of Rs. 40,00,000/- (Rupees forty lakhs Only) collected by her to her daughter viz., the Defendant herein and the said sum is to be repaid within a period of one year from the date of signing this compromise.

2. That the property measuring an extent of 3222 sq.ft. Comprised in R.S.No. 4255 part, Block No. 92 of Mylapore village, Mylapore Triplicane Taluk, Chennai corporation District, bearing Plot No. 4, Bagirathiammal Street, R.A. Puram, Chennai – 600 028 by her mother vide settlement deed dated 09.05.2012, and since then, it is in the absolute enjoyment and possession of Mrs. Mahboob Merlia, the defendant herein and the plaintiff, his mother Mrs. Farida shaukath and Mr. Mohammed Karan Ubaidi have no claims against the property and they once again now confirms that they shall not make any claim in future over the said property and they do not have any objection with regard to the settlement of the said property in favour of the defendant and the defendant shall be entitled to exclusively and absolutely possess and enjoy the said property with all powers of alienation and encumbrance and without any interference from the



plaintiff or anyone claiming on his behalf and they further undertake to render all assistance as may be required and the same has also been confirmed by all the family members vide a duly sworn affidavit to that effect and the same is enclosed along with this joint memorandum of Compromise.

3. The Defendant herein, be and hereby cancels the cancellation Deed Dated 09.05.2013 registered as Doc.No. 520/2013 SRO, Central Chennai and further agrees to execute a fresh settlement Deed or any other document, if required in favour of the plaintiff confirming & Conveying her undivided $\frac{1}{2}$ undivided share in the suit schedule property of land and building measuring 3 grounds 525 sq.ft. Comprised in R.S.No. 1567/2016, block No, 33, Mylapore Division, bearing Old Door No. 76, New Door No. 50, Poes Garden, Chennai – 600 086 and the deed of compromise is comprehensive and covers all aspects to the satisfaction of the parties and the parties shall if they choose, register the compromise decree and in view of this compromise, the defendant herein shall not make any claim in future over the said property and she does not have any objection with regard to the settlement of the said property in favour of the plaintiff and the plaintiff shall be entitled to exclusively and absolutely possess and enjoy the said property with all powers of alienation and



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encumbrance and without any interference from the defendant or anyone claiming on her behalf and the plaintiff undertakes to meet all expenses incidental to the execution and registration of any further document required in this regard.

4. That the parties hereto further agree to execute all documents and deed required for effective mutation of title in the properties allotted to each other and also cooperate in getting the documents executed and registered duly in accordance with law.
5. That the defendant herein, accepts and acknowledges the absolute ownership of the plaintiff in the property bearing Old No 76, New No. 50 situated at Poes garden, Chennai 600 086 and further undertakes that the defendant would not interfere with the peaceful possession and enjoyment of the plaintiff in the said property in whatsoever manner.
6. That the suit in C.S.No. 510 of 2013 be and is hereby dismissed as settled out of court.
7. That a certificate under section 69 of the TamilNadu court fees and suits valuation Act 1955, do issue herein, out of under the seal of this court, in favour of Mr.S.Mohanmed Zumayl, the plaintiff herein authorising him, to receive from the pay and accounts office, High Court, Madras, a sum of Rs. 3,51,225/- (Rupees Three Lakhs Fifty



One Thousand Two Hundred and Twenty Five Only) being entire court fee paid on the plaint by the plaintiff herein.

SCHEDULE -A PROPERTY

All the piece and parcel of land and building, land measuring 3 grounds 525 sq.ft., comprised in R.S.No. 1567/16, Block No.33, Mylapore Division, bearing Old Door No. 76, New Door No. 50, Poes Garden, Chennai – 600 086, and bounded as follows:

North by : 12 feet approach road to premises bearing Old No. 75, New No. 52, Poes Garden.

South By : Plot No. 18, Door No. 77, New No. 48, Poes Garden

East By : Plot No. 12 A, Door No. 75, New No. 52, Poes Garden

West By : 40 Feet wide Road.

Situate within the sub-Registration District of Joint Sub-Registrar-1, Registration District of Central Chennai.

SCHEDULE -B PROPERTY

(Suit Property)

Undivided $\frac{1}{2}$ share in the Schedule A Property.

Schedule-Joint Memo of Compromise.



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C.S.No. 510 of 2013

DECREE

DATED 16/11/2021

THE HON'BLE MR.JUSTICE

N.SESHASAYEE

FOR APPROVAL: 27/12/2021

APPROVED ON: 19/01/2022



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 16.11.2021

CORAM : JUSTICE N.SESHASAYEE

C.S.No.510 of 2013

Mr.S.Mohamed Zumayl

...Plaintiff

Vs.

Mrs.Mahboob Merlia

... Defendant

PRAYER : Civil Suit filed under Order IV Rule I OS Rules read with Order VII Rule I CPC :

(a) Declare that the Deed of Cancellation dated 09.05.2013 registered as Doc.No.520/2013, whereby the Defendant cancels the earlier settlement of Schedule B property which was executed in favour of the Plaintiff, as not valid and binding and consequently grant a Permanent Injunction restraining the Defendant, her men, agents and persons acting on her behalf from in any manner interfering with the Plaintiff's peaceful possession and enjoyment of the Plaintiff Schedule B property;

(b) Grant a permanent injunction restraining the Defendant her men, agents, persons claiming through them or their assigns from in any manner alienating or encumbering the Plaintiff Schedule B property;

(c) Direct the Defendant to pay the costs of the suit;



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(d) Pass such further or other orders as this Hon'ble Court may deem fit and necessary in the circumstances of the case and thus render justice.

For Plaintiff : Mr.K.Harishankar

For Defendant : Mr.S.Mohammed Shabeer

JUDGMENT

The learned counsel for the plaintiff seeks the leave of the Court to withdraw the suit as the parties have amicably settled the matter between them outside the Court.

2.Both the parties have logged in and they have been identified by their respective counsel. They agree to resolve the dispute.

3.A compromise memo to that effect it filed and the same is recorded.

4.The suit is dismissed as settled out of Court. No costs. A decree be passed in terms of the compromise memo. The Registry is required to refund the Court fee as per law.

Sd/- N.S.S.J.
16/11/2021

//Certified to be true copy//
Dated at Madras this the day of 2022.

COURT OFFICER(O.S.)

From 25th Day of September 2008 the Registry is issuing certified copies of the Orders/Judgments/Decrees in this format.