



C.S.No.133 of 2021

WEB COPY

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 30.07.2021

CORAM

THE HONOURABLE MR. JUSTICE **V. PARTHIBAN**

C.S.No.133 of 2021

Mrs.Kota Padma

... Plaintiff

Vs.

Kota Venkatanarasimhan

...Defendant

PRAYER: Suit filed under Order VII Rule 1 of C.P.C., r/w. Order IV Rule 1 and Order XXXVII of O.S.Rules, to pass a preliminary decree of partition and directing division of the land and building bearing door No.111(54) Old door No.118, situated in the Eastern Row of Armenian Street, George Town, Chennai 600 001, morefully described in the schedule by metes and bounds and allot 40% share to the plaintiff and further direct the defendant to deliver possession of such allotted share to the plaintiff.

For Plaintiff

: Mr.K.M.Kodaiarasu

For Defendant

: Mr.Ramesh Kumar Chopra



C.S.No.133 of 2021

WEB COPY

JUDGMENT

This suit has been filed to pass a preliminary decree of partition and directing division of the land and building bearing door No.111(54) Old door No.118, situated in the Eastern Row of Armenian Street, George Town, Chennai 600 001, morefully described in the schedule by metes and bounds and allot 40% share to the plaintiff and further direct the defendant to deliver possession of such allotted share to the plaintiff.

2. Today, when the suit is taken up for hearing, on behalf of the parties, a joint memo of compromise dated 15.07.2021, has been filed. The contents of the joint memo of compromise are extracted hereunder:-

**“ JOINT MEMO OF COMPROMISE FILED BY
PLAINTIFF AND DEFENDANT:**

The plaintiff and defendant have compromised the above suit in the following terms:

1. The plaintiff is the wife of the defendant. The plaintiff and the defendant are jointly entitled to the undivided rights, title and interest in the property bearing old door No.118 and present door No.111(54) Armenian Street, Chennai- 600 001, and the same is more fully



described in the schedule of the plaint and as well furnished hereunder. While the defendant holds 60% share, the plaintiff is holding 40% share in the said property and the plaintiff has filed the above suit for partition of her share in the property.

2. The defendant though feels that the plaintiff has hurriedly approached this Hon'ble Court, considering the menace of the deadly decease 'Covid-19', he is settling the dispute with the plaintiff.

3. The defendant totally agrees with the plaintiff's averments made in the above plaint, with respect to the derivation of title to the suit property.

4. The defendant, since suffering from age old and geriatric diseases and presently realizing the impact of covid-19 pandemic, wants to totally transfer his 60% share in the suit property, to the favour of his wife the plaintiff herein. Accordingly, the defendant doth hereby relinquish and release all his undivided 60% share, right, title and interest in the suit schedule mentioned property to the favour of the plaintiff herein, to be possessed, enjoyed and dealt with by her absolutely.

5. The defendant assures the plaintiff that there are no disputes or litigations against the schedule mentioned



C.S.No.133 of 2021

property from the inception and till date during which time the schedule mentioned property was under his management and further declares that he has not provided the said property as security for any borrowal and that the schedule mentioned property is not subject to any lien or encumbrance in favour of any person and as such the plaintiff shall at all times peacefully and quietly possess and enjoy the same property and profit thereof without let or hindrance or suit, eviction, claim or demand whatsoever from any person or persons.

6. The defendant doth hereby hand over to the plaintiff, all the title records relating to the suit property and together with the list of tenants and the amount of rent being paid by them.

7. The defendant undertakes that he shall inform the tenants in occupation of the property, including by placing a bill board at the entrance of the schedule mentioned property, about the transfer of the property to the plaintiff and request them to attorn the tenancy in favour of the plaintiff.

8. The defendant also on her own shall write a letter to the tenants and demand attornment of tenancies in her favour.



WEB COPY



C.S.No.133 of 2021

9. *The plaintiff thus obtaining symbolic possession of the suit schedule mentioned property, shall henceforth become the full and absolute owner of all the piece and parcel of the same property and that she will be entitled to deal with the same property in any manner as she might deem fit and proper.*

10. *The plaintiff shall cause mutation of her name as the present owner of the suit schedule mentioned property in all the records of the Revenue, T.N.E.B., Chennai Corporation and in all the other statutory Government Bodies by producing a copy of the decree that will be granted by the Hon'ble High Court in terms of this memo of compromise.*

11. *The defendant at the request of the plaintiff, shall co-operate with the plaintiff, if necessary, for presenting the final decree of partition that will be passed by the Hon'ble High Court in the above suit, before the concerned Sub-Registrar of Assurances and comply with the registration formalities.*

12. *Further the defendant agrees that he shall execute and register all such acts, deeds including rectification deeds for further and more perfectly assuring the plaintiff to own and enjoy the suit property absolutely with full*



C.S.No.133 of 2021

powers.”

WEB COPY

3. The learned counsels appearing for the parties requested this Court to decree the suit in terms of the Joint memo of compromise entered into between the parties.

4. The joint memo of compromise dated 15.07.2021, is taken on record. The suit is decreed in terms of the joint compromise memo entered into between the parties.

5. The learned counsel for the parties requested this Court to return the plaint documents.

6. Accordingly, Registry is directed to return the plaint documents to the parties and grant decree in terms of the joint memo of compromise.

30.07.2021

Index : Yes/No

Internet : Yes/No

6/7



C.S.No.133 of 2021

V.PARTHIBAN, J.

gsk

C.S.No.133 of 2021

30.07.2021