



IN THE HIGH COURT OF JUDICATURE AT MADRAS

(ORDINARY ORIGINAL CIVIL JURISDICTION)

THURSDAY, THE 20TH DAY OF MAY 2021

THE HON'BLE MR. JUSTICE SENTHILKUMAR RAMAMOORTHY

C.S.No.606 of 2018

and

A.No.3066 of 2020

Smt. Uma Nikam,
W/o.K.Anand Rao Nikam &
D/o.Late N.Rama Rao,
B-101, Adarsh Gardens,
8th Block Jayanagar(Near Sangam Circle)
Bangalore 560070

...Plaintiff

-VS-

1.Smt. Usha Rani,
W/o.Late R.Suresh,
Door No.13/31, Second Street
Sait Colony, Egmore,
Chennai 600 008.

2.Mr.S.Narayanan,
S/o.Late R.Suresh,
Door No.13/31, Second Street,
Sait Colony, Egmore,
Chennai 600 008.

3.Mr.R.Mahendra,
S/o.Late N.Rama Rao,
Door No.13/31, Second Street,
Sait Colony, Egmore,
Chennai 600 008.

4.Mrs.B.B.Lethicia,
W/o.G.A.Dominic Savio Joseph,



Door No.13/31, Second Street,
Sait Colony,
Egmore, Chennai 600 008.

...Defendants

Civil suit praying that this Hon'ble Court be pleased to pass a Decree and Judgment in favour of the Plaintiff and as against the Defendants as under :

i) for passing preliminary decree for partition and separate possession of Plaintiff's 1/3rd share in the suit property;

ii) Pass a final decree by appointing a Commissioner and dividing the suit property as per the preliminary decree by metes and bounds and to allot the Plaintiff her share so divided and to deliver the possession of the property so allotted to the Plaintiff through Court;

iii) to determine the future mense profit under order 20 rule 18 of civil procedure code;

iv) for declaration, declaring that the Partition Deed dated 21.03.2012, registered as Document No.548/2012, in the Sub Registrar Office, Periamet between Mrs.R.Lakshmi Bai, Mr.R.Suresh and 3rd Defendant as null and void and not binding upon the Plaintiff;

v) for consequential relief of Permanent Injunction, restraining the Defendants, their men, agent or attorney or anybody claiming under them from in any manner dealing with or transferring or alienating or encumbering or creating any third party interest over the suit schedule property;



vi) for the cost of suit.

A.No.3066 of 2020:

Mrs.B.B.Lethicia,
W/o.G.A.Dominic Savio Joseph,
Door No.13/31, 2nd Street,
Sait Colony,
Egmore, Chennai 600 008.

...Applicant / 4th Defendant

-VS-

1.Smt. Uma Nikam,
W/o.K.Anand Rao Nikam
D/o.Late N.Rama Rao,
B-101, Adarsh Gardens,
8th Block Jayanagar(Near Sangam Circle)
Bangalore 560070

... Respondent / 1st Plaintiff

2.Smt. Usha Rani,
Door No.13/31, Second Street
Sait Colony, Egmore,
Chennai 600 008.

3.Mr.S.Narayanan,
S/o.Late R.Suresh,
Door No.13/31, Second Street,
Sait Colony, Egmore,
Chennai 600 008.

4.Mr.R.Mahendra,
S/o.Late N.Rama Rao,
Door No.13/31, Second Street,
Sait Colony, Egmore,
Chennai 600 008.

... Respondents 2-4 / Defendant 1-3

Application praying that this Hon'ble Court be pleased to order

Rejection of the Plaint Under Order VII Rule 11(a) and (d) under the Code

of Civil Procedure Act 1908 in C.S.No.606 of 2018 pending before the



Hon'ble court by striking off the Applicant/4th Defendants name from C.S.No.606 of 2018 and in the Suit.

This Suit along with the application coming on this day before this Court for hearing in the presence of Mr.S.Rajmakesh, Advocate for plaintiff in C.S.No. 606 of 2018 and for the 1st respondent in A.No. 3066 of 2020 and Mr. V.P.Raju, Advocate for the 4th defendant in C.S. No. 606 of 2018 and for the applicant in A.No. 3066 of 2020 and upon reading the plaint filed in C.S. No. 606 of 2016 and the judges summons and the affidavit of B.B.Lethicia filed in A.No. 3066 of 2020 and the compromise signed by the plaintiff and the defendants with their respective advocates and the said advocates for the parties hereto praying this Court to pass a decree in terms of compromise morefully set out in the schedule hereunder, it is in terms therefore ordered and decreed as follows:-

1. That the 2nd Defendant herein has paid to the Plaintiff a sum of Rs.85,00,000/- (Rupees Eighty Five Lakhs Only) in the following manner

1.1 Rs. 80,00,000/- (Rupees Eighty Lakhs Only) vide Demand draft bearing number 394186 dated 20 April 2021 drawn on Canara Bank at Egmore Branch today (21 April 20201) before the Hon'ble Court. (copy of DD enclosed)

1.2 Rs.5,00,000/-(Rupees Five Lakhs Only) vide Bank Transfer bearing transaction Reference number 09133575 & 94852576 on 21 April



2021 to Plaintiff, Uma Nikam's, ICICI Bank, Jayanagar Branch, Bangalore with Account Number 233201000332. (Copy of bank transfer confirmation enclosed)

1.3 The above has been acknowledged by the plaintiff which shall be the sull and final settlement towards her 1/3rd share in the suit scheduled property, in acceptance of which the plaintiff shall release her 1/3rd share along with the Plaintiff shall release her 1/3rd share along with the common passage and complete rights to common passage and interest in the suit property in favour of the 2nd Defendant.

2. That the 2nd Defendant herein, has paid a sum of Rs. 87,50,000/- (Rupees Eighty Seven Lakhs and Fifty Thousand Only) to the 3rd Defendant herein, acceptance of which the 3rd Defendant shall release his remaining share and interest in the suit property morefully setout in the schedule hereunder, along with complete access rights to the common passage in favour of the 2nd Defendant herein.

3. That the Plaintiff and here legal heirs and the 3rd Defendant and his legal heirs shall not have any claim or interest in the said suit property and that their right, interest and title with respect to the suit property stands released to and in favour of the 2nd Defendant herein and that they shall not claim any right over the said suit property in future.

4. That the Plaintiff, 3rd and 4th Defendant herein, shall not have any



objection to the aforesaid arrangement and that they would co-operate with the 2nd Defendant to give effect to this settlement.

5. That the 2nd defendant herein is granted leave to present the Memorandum of Compromise before the appropriate Sub Registrar for registration.

6. That Registry is directed to return the original Power of Attorney to the Counsel for the first and second defendants herein.

7. That the A. No. 3066 of 2020 do stand closed.

8. That there shall be no costs of this suit.

(Schedule – Compromise)



EVK
25/06/2021

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C.S.No.606 of 2018
and
A.No.3066 of 2020

ORDER

DATED : 20.05.2021

THE HON'BLE MR.JUSTICE
SENTHILKUMAR RAMAMOORTHY

FOR APPROVAL: 23/07/2021

APPROVED ON: 26/07/2021



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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED 20.05.2021

CORAM

THE HONOURABLE MR.JUSTICE SENTHILKUMAR RAMAMOORTHY

**C.S. No.606 of 2018 and
Application No.3066 of 2020**

Uma Nikam ...Plaintiff

Vs.

1.Usha Rani

2.S.Narayanan

3.R.Mahendra

4.B.B.Lethicia ...Defendants

Prayer:- Civil Suit filed under Order VII Rule 1 of Code of Civil Procedure read with Order IV Rule 1 of O.S. Rules.

For Plaintiff : Mr.S.Rajmakesh

For Defendants : Mr.V.P.Raju for D4

ORDER

The present suit was filed for a partition of the suit schedule property and for granting separate possession of the plaintiff's 1/3rd share in such property.

2.While the suit was pending, the parties entered into a compromise by way of a Memorandum of Compromise dated 21.04.2021, which has been produced before the Court. Upon perusal thereof, it is evident that the said compromise has been executed by the plaintiff; the first defendant, both on her behalf and on behalf of her son, the second defendant; the third defendant; the fourth defendant and the respective counsel.



3.The said Memorandum of Compromise envisages the payment of sums specified therein by the second defendant to the plaintiff and the third defendant. It further records that the plaintiff and the third defendant have released their respective shares in favour of the second defendant in consideration of the amounts received. The original Power of Attorney executed by the second defendant in favour of the first defendant has also been produced for scrutiny. Upon consideration of the aforesaid, there is no legal impediment for the disposal of the suit in terms of the said Memorandum of Compromise.

4.Accordingly, C.S. No.606 of 2018 is disposed of in terms of the Memorandum of Compromise dated 21.04.2021, which shall form an integral part of the decree.

5.The second defendant is granted leave to present the Memorandum of Compromise before the appropriate Sub Registrar for registration. Consequently, Application No.3066 of 2020 is closed. No costs.

6.Registry is directed to return the original Power of Attorney to the counsel for the first and second defendants.

Sd./-S.K.R.J.

20/05/2021

//Certified to be true copy//

Dated at Madras this the day of 2021.

COURT OFFICER(O.S.)

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