



BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT, MADURAI
(Civil Appellate Jurisdiction)

Wednesday, the Twenty Ninth day of September Two Thousand and Twenty One

PRESENT

The Hon`ble Mr.Justice V.BHARATHIDASAN

AND

The Hon`ble Mrs.Justice J.NISHA BANU

AS (MD) . No.116 of 2018

S. ABU BAKER SIDDIQ

... Appellant/1st Defendant

-Vs-

1 GANESAN

...1st respondent/ Plaintiff

2 SANKARAN

3 SUBRAMANIAN

4 KUMAR

5 REGUPATHY

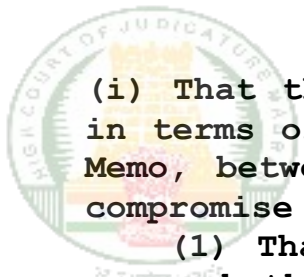
... Respondents 2 to 5/Defendnts 2 to 5

Prayer :-

This Appeal Suit is filed under section 96 of the Code of Civil Procedure, to allow the first appeal and set aside the judgment and decree dated 29.04.2016 made in O.S.No.19 of 2008 on the file of the District Court, Sivagangai.

DECREE:-

This Appeal Suit having come up for final hearing on this date, upon perusing the grounds of Appeal, the order of the Tribunal and the material papers to the Appeal and upon hearing the arguments of M/S.K.K.Samy, Advocate for the Appellant and of M/S. N. Balakrishnan, for first respondent, Mr.M.Solaisamy for fourth respondent and Mr.K. Raghul Priyan for second, third and fifth respondents herein, and having settled their differences and entered into a compromise between themselves and through their respective counsels and having filed the memo of compromise duly signed by the both parties as well as by their Advocates dated 28/09/2021 and upon perusing the records relating to the case and the memo of compromise, this court while allowing the Civil Miscellaneous Appeal by recording the said memo of compromise, doth order and decree as follows:-



(i) That this Civil Miscellaneous Appeal be and hereby is allowed, in terms of the Compromise Memo alongwith a sketch appended to the Memo, between the parties, dated 28/09/2021 filed and in the said compromise memo the terms are read as follows;

(1) That whereas the parties are fully aware of the objects and the earmarking of these properties for such services; irrespective of the technical and legal characterization of the nature of the properties. In view of the subsequent events and for ending this litigation for good, the following agreement is entered into and witnessed as follows;-

(i) The disputed property is rice mill premises in the Survey No.80/11A, 80/11B and 80/10B1 to the extent of 65.636 sq.feet. Out of total area of 65.636 sq.feet, 5523 sq.feet has earmark as common road. Hence, the remaining area (60113 sq.feet) will be sharable as per the sketch enclosed separately.

(ii) The sketch contains A and B properties. The both parties agreed the appellant and fourth respondent in the appeal suit may take 'A' schedule properties which includes building, all machineries as it where is condition. Further, both parties agreed the first respondent in the appeal suit may take 'B' schedule properties which include a portion of Chimney, 3HP Electricity Service Connection bearing service NO.407-036-287.

(iii) Both side parties agreed to execute necessary paper to the Tamilnadu Electricity General & Distribution Co., to transfer the 3HP Electricity Service Connection bearing service No.407-036-287 to change the service in the name of D.Ganesan, who is the first respondent in the appeal suit.

(iv) S.NO.80/11A, 0.045, 11 cents are allotted to the common road.

(2) 'A' SCHEDULE PROPERTIES

The land situated in the Survey No.80/10B-1, 80/11B width 15.0 feet (Karaikudi Registration District, Karaikkudi No.1 Joiont Sub Registrar) in the road side, in Puduvayal Revenue Village of Sakkottai Group, Karaikudi Taluk, Sivagangai District to the extent of 76 cents which includes building, machineries etc., and surrounded by four boundaries as described below;-

By North: 'B' Schedule properties of Mr.Ganesan as per this agreement.

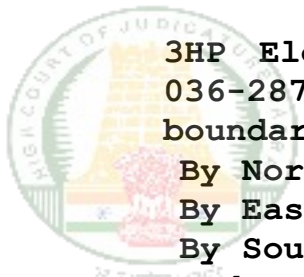
By East: Channel

By South: Ramasamy House Site

By West: Common road.

'B' SCHEDULE PROPERTIES

The land situted in the Survey NO.80/10B-1 width 15 feet (Karaikudi Registration District, Karaikudi No.1 Joint Sub Registrar) in the road side in Puduvayal Revenue Village of Sakkottai Group, Karaikudi Taluk, Sivagangai Distract to the extent of 62 cents which includes chimney, paddy trying yard,



3HP Electricity Service Connection bearing service No.407-036-287, Bore well and its motor and surrounded by four boundaries as described below:-

By North: Channel and Thirupathi house site.

By East: Channel

By South: 'A' Schedule properties of Mr.Abu Bakkar Siddiq and Mr.D.Kumar as per this agreement.

By West: Suhida rice mill and road.

(3) By signing this agreement, the parties hereto state that they have no further claims or demands against each other with respect to A.S.(MD).NO.116 of 2018 and all disputes and differences in this regard have been amicably settled by the parties hereto through the process of Conciliation/Mediation"; and

(ii) That there be no costs in this Civil Miscellaneous Appeal.

Sd/-

Assistant Registrar (CO)

// True Copy //

/ /2021

Sub Assistant Registrar(CS)

Encl: Photocopy of compromise memo and the slutch attached

TO

The District Judge,
District Court,
Sivagangai.

Copy to:

The Record Keeper,
V.R. Section,
Madurai Bench of Madras High Court, Madurai

+1 CC to M/s.K.K.SAMY, Advocate (SR-30700 dated 30/09/2021)

+1 CC to M/s.K.RAGHUL PRIYAN, Advocate(SR-30701 dated 30/09/2021)



WEB COPY

ORDER DATED : 29/09/2021

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DECREE

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AS(MD) . No.116 of 2018
Allowing the AS(MD) . No.116 of 2018
preferred against judgment and decree
passed by the District Judge,
Sivagangai, dated 29.04.2016 made in
O.S.No.19 of 2008 on the file of the etc.
as stated
within.

MGJ/PM(09.11.2021) 4P 6C