



IN THE HIGH COURT OF JUDICATURE AT MADRAS

(ORDINARY ORIGINAL CIVIL JURISDICTION)

FRIDAY, THE 10th DAY OF JUNE 2022

THE HON'BLE MR. JUSTICE KRISHNAN RAMASAMY

C.S. No.181 of 2021

and

O.A. No.290 of 2021

Pavithra Vikash Sharma
W/o.Vikash Sharma
Emaar Avenues, Tower-21
Flat No.501, 5th Floor
Seniamman Koil Street,
Tondiarpet, Chennai 600 081.

... Plaintiffs/Applicants

-Versus-

1. Venkatesan
S/o.Durairaj
No.47-17, Old Washermenpet,
New Ward - 49, Thandavaraya Mudali Street,
Chennai 600 021.

2. Jai Shree
D/o. Murali,
No.74/2, Thandavaraya
Gramani Street,
Tondiarpet, Chennai 81.

... Defendants/Respondents

C.S. No.181 of 2021

Civil Suit praying that this Hon'ble Court be pleased to:-

(a) For Partition and separate possession of suit schedule property in

two equal halves and to allot one such share to plaintiff by metes and

bounds in the suit schedule properties.



(b) a permanent injunction restraining the defendants, their men, agents or any persons claiming under them from interfering with the plaintiff's peaceful possession and enjoyment of the suit schedule properties.

O.A. No.290 of 2021:-

Original Application praying that this Hon'ble Court be pleased to grant an order of an ad-interim injunction restraining the Respondents their men, agents or anyone claiming through them from alienating, leasing, encumbering or otherwise dealing with the suit property till the disposal of the above suit.

This suit along with the Application coming on this day before this court for hearing in the presence of Mr.Krishna Prasad R, advocate for the plaintiff in C.S.No.181 of 2021 and for the applicant in O.A.No.290 of 2021 and M.Palaniyappan, Advocate for the 1st Defendant in C.S.No.181 of 2021 and for the 1st respondent in O.A.No.290 of 2021 and Mr.S.Dharmakkan, Advocate for the 2nd defendant in C.S.No.181 of 2021 and for the 2nd respondent in O.A.No.290 of 2021 and upon reading the plaint filed in C.S.No.181 of 2021 and the Judges Summons and the Affidavit of Pavithra Vikash Sharma filed in O.A.No.290 of 2021 and the Joint Memorandum of Compromise signed by the Plaintiff, and the defendants herein and 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,

it is in terms thereof ordered and decreed as follows:-

The Plaintiff, the 1st and 2nd Defendants shall jointly sell all the suit properties morefully setout in the schedule hereunder, to the Third Parties, and both the Plaintiff and the Defendants shall extend their Cooperation in selling the same.

2. That the Plaintiff and 1st and 2nd Defendants shall render their complete cooperation in a time bound manner in signing/executing Sale agreements, Sale deeds, rectification deeds, ratification deeds and any other deeds before the concerned Sub-Registrar(s) and do all such acts and deeds that are necessary for selling the said suit schedule properties to third parties.

3. That the sale consideration received from and out of the sale of the said Suit Schedule properties shall first be applied towards settling the entire bank liability pending as on date in the name of Sri Enterprises and Bethane India Pvt Ltd to the tune of Rs.4,06,37,925/- crores in HDFC Bank in Loan Account No : 82754694 & 82755001, T.H. Road Branch, Chennai - 600 021 and the 1st Defendant shall take care of the formalities pertaining to settling the same.

4. That the remaining sale consideration after settling the bank's dues, shall be shared among themselves with the Plaintiff and 1st Defendant each



being entitled to 25% of balance sale amount, and 2nd Defendant being entitled to 50% of the balance sale amount.

5. That the 1st Defendant herein shall clear all other liabilities including Income tax liabilities and other taxes and other dues to be paid as on date by Bethan India Pvt. Ltd. and his deceased son Goutham from and out of his 25% share in the balance sale amount and the Plaintiff and 2nd Defendant shall not have any liability over the said dues.

6. That the 2nd Defendant herein shall have no claim over any garments stocks, receivables, amounts, due to be paid as on date by any person to Bethan India and deceased Goutham, and the 1st Defendant herein shall be solely entitled to claim such amounts if any pending as on date in the name of deceased Goutham and Bethan India.

7. That the 2nd Defendant herein shall not have any claims, interests, demands or rights whatsoever as against the Plaintiff and 1st Defendant or their properties in her claim as the wife of late Goutham, Consequently, the 2nd Defendant relinquishes her rights of maintenance and any other claims that she shall have in her capacity as wife of late Goutham.

8. That all their claims against each other have been fully and finally settled and that they have no further or other claims of whatsoever nature against the other relating to any properties or any other amounts and any other claims.



9. That the parties to, this memorandum of Compromise agrees to withdraw their respective complaints and legal proceedings filed by them.

10. That the Parties hereto, shall withdraw all cases, complaints, suits, petitions, appeals, legal proceedings etc., which have been filed / initiated against each other, before the High Court of Madras or before any other judicial or quasi-judicial or statutory authority.

11. That the Parties herein agree that this Memo of Compromise and implementation thereof shall put an end to all litigation among themselves and this shall be in full and final settlement against all the Claims made against each other.

12. That the Parties hereto agree to bear the respective cost.

13. That a certificate under Section 69A of The Tamil Nadu Court Fees and Suits Valuation Act XIV 1955, do issue herein, out of and under the seal of this Court in favour of Pavithra Vikas Sharma, the Plaintiff herein, authorising him to receive from the Pay and Accounts office, High Court, Madras, a sum of Rs.10,200/- (Rupees Ten Thousand and Two Hundred only) being the entire Court fee paid on the plaint by the plaintiff herein.

14. That these O.A.No.290 of 2021 do stand closed.

**SCHEDULE OF PROPERTY****Item No. 1**

All that piece and parcel of land along with superstructure situated in R.S. No. 3713/49, Block No. 18, Tondiarpet Division, Chennai bearing Old Door No.:17, New No.: 47/17, Thandavaraya 1st Street, Old Washermanpet, Chennai - 600 021 bounded by

North By : Property belonging to Model Matriculation School

South By : R.S.No. 3713/13

East By : R.S.No. 3713/8, 3713-/59, 3713/59 (Part) 3713/60

3713/60(Part)

West By : Thandavaraya 1st Street, Old Washermanpet.

Totally measuring an extent of 2000 sq.ft. situated within the Sub-Registrar Office, Royapuram.

Item No. 2:

All that piece and parcel of land along with superstructure situated in Old Survey No. 2085, New Survey No. : 1017/113 bearing Old No. 19/2, New No. 10/2, 3rd Street, Singaram Thottam, Old Washermanpet, Chennai - 600 021 bounded by

North By : New No. 9, 2nd Street, Singaram Thottam

South By : 3rd Street, Singara Thottam



East By : New Door No.8, 3rd Street, Singara Thottam

West By : Old Door No. 19/1, 3rd Street, Singara Thottam

Totally measuring an extent of 1913 sq.ft. situated within the Sub-Registrar Office, Royapuram.

Item No.3:

All that piece and parcel of land along with superstructure situated in R.S. No. 3713/8, 3713/59, 3713/59 (Part), 3713/60 (Part) bearing Old No. 18 & 19/1, New No. 49 & 51/1, Thandavaraya 1st Street, Old Washermanpet, Chennai - 600 021 bounded by

North By : Property belonging to Model Matriculation School

South By : Property belonging to Mr.Karthikeyan and Jasmine Rechar

East By : Property belonging to Model Matriculation School (R.S.No.: 3713/44 Part and 3713/2)

West By : Property belonging to the Plaintiff D. Venakatesan (R.S.No. 3719/49)

Totally measuring an extent of 2160 sq.ft. situated within the Sub-Registrar Office, Royapuram.

(Schedule Joint Memo of Compromise)



KY& ARS& ED
16.06.2022

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C.S. No.181 of 2021
and
O.A. No.290 of 2021

DECREE:-

DATED : 10.06.2022

THE HON'BLE MR. JUSTICE
KRISHNAN RAMASAMY

FOR APPROVAL : 16.06.2022

APPROVED ON : 16.06.2022



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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 10.06.2022

CORAM

THE HONOURABLE MR.JUSTICE KRISHNAN RAMASAMY

C.S.No.181 of 2021

and

O.A.No.290 of 2021

Pavithra Vikas Sharma

... Plaintiff

Vs.

1.Venkatesan

2.Jai Shree

... Defendants

Prayer: Plaint filed under Order VII Rule 1 of Code of Civil Procedure

Read with Order IV Rule 1 of the Original Side Rules, praying for:

(a) For Partition and separate possession of suit schedule property in two equal halves and to allot one such share to plaintiff by metes and bounds in the suit schedule properties;

(b) a permanent injunction restraining the defendants, their men, agents or any persons claiming under them from interfering with the plaintiff's peaceful possession and enjoyment of the suit schedule properties;



For D1 : Mr.M.Palaniyappan

For D2 : Mr.S.Dharmakkan

JUDGMENT

When the matter is taken up for hearing, the learned counsel appearing on either side submitted that the dispute between the parties has been settled and a Joint compromise Memo dated 06.06.2022 to that effect has been filed on behalf of both the parties. The said Memo has been duly signed by both the parties and attested by their respective counsel.

2.The learned counsel appearing on either side submitted that the suit may be decreed in terms of Memo of Compromise. It is also brought to the knowledge of this Court that, the 2nd defendant was set *ex parte* on 06.04.2022.

3. In view of the terms of the Joint Memo of Compromise entered into between the parties, this Court is of the view that in the interest of the justice and to save the precious time of the Court and to give quietus to the dispute, the *ex-parte* order against the 2nd defendant, passed by this Court



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4. Recording the Joint Memo of Compromise dated 06.06.2022, this suit is decreed in terms of Joint Memo of Compromise. The Joint Memo of Compromise shall form part of the decree. Consequently, connected Application stands closed.

5. Registry is directed to refund the Court fee to the plaintiff as per the Rules.

Sd./-K.R.J.,
10.06.2022

//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.