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C.S.No.46 of 2020

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 14.10.2022

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THE HON'BLE MR. JUSTICE C.V.KARTHIKEYAN

Civil Suit No.46 of 2020
and
Original Application Nos.80 & 81 of 2020

G.Ravi

... Plaintiff

versus

1.Smt.Bhuvaneshwari
2.G.Thiyagarajan
3.G.Jayakumar

... Defendants

Prayer: The Civil Suit filed under Order IV Rule 1 of the Original Side Rules, read with Order VII Rule 1 of CPC., seeking to pass a preliminary decree for effecting partition of the suit immovable properties morefully described in the Schedules A, B, C & D into three equal parts and passing a final decree allotting one third share to the plaintiff from and out of the suit immovable properties in Schedule A, B, C & D and directing the defendants 2 and 3 to render true and proper audited accounts and as submitted to income tax authorities regarding the business M/s.Guna & Co., and directing the defendants 2 & 3 to pay the plaintiff his one third share in the value of the business M/s.Guna & Co., together with interest at the rate of 12% per annum as on the date of death of A.K.Gunakaran i.e., from



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10.10.2013 till the date of payment and directing the defendants 2 & 3 to return the 27 sovereigns of jewels received by them from the plaintiff for raising loan from the Bank and also directing the defendants 2 & 3 to pay the plaintiff the costs of this suit.

For Plaintiff : Mr.Ravi Meenakshisundaram

For D1 to D3 : Mr.N.Sivaprakash

JUDGMENT

The plaintiff, G.Ravi, the 1st defendant his mother, Tmt. Bhuvaneshwari, the 2nd defendant his brother, G.Thiyagarajan and the 3rd defendant his another brother, G.Jayakumar are present before this Court.

2. The matter was called in the forenoon session and later taken up in the afternoon session.

3. The mother is aged 85 years and her presence was dispensed with from appearing in the afternoon session.

4. Both the learned counsels are also present.



5. A Compromise Memo had been filed, which had been signed by the plaintiff and by the three defendants. They had mutually agreed to allot schedule 'A' and 'B' which are two flats in Velacherry to the plaintiff, schedule 'C' to be divided into three portions and one portion each to be allotted to the plaintiff, 2nd and 3rd defendants in accordance with the plan annexed by the Memo of Compromise, Schedule 'D' to be jointly allotted to the 2nd and 3rd defendants which is house at Adyar and Schedule 'E', the Medical Shop by name M/s.Guna and Company to be run jointly by the 2nd and 3rd defendants.

6. There is also a declaration relating to the 1st defendant that she does not require any share in any of the properties allotted either to the plaintiff or the 2nd and 3rd defendants, since she is aged 85 years. There is also a declaration regarding jewels worth about 27 sovereigns, which is the 2nd and 3rd defendants have agreed to return to the plaintiff, within a period of six months from this date. There is also a further declaration with respect to the property which is to be used in common, namely schedule 'C'. The plaintiff and the 2nd and 3rd defendants will permit the other to enter the



passage in the portion allotted to them for carrying out repairs and regular maintenance. The plaintiff and the 2nd and 3rd defendants may also enjoy the open terrace but however only to the spaces which are directly about the respective portions allotted to them. I am confident that there would not be any issue of enjoying more space than, what had been allotted in the entirety of the building from the ground floor to the open terrace in the said property.

7. I am confident that the plaintiff and the three defendants would adhere to the terms of compromise. They have also assured that they would do so.

8. In addition to this, arrangement in order to provide a security to the 1st defendant and incidentally to the respective wives of the plaintiff and the 2nd and 3rd defendants, I would direct the plaintiff and the 2nd and 3rd defendants to independently open three separate Savings Bank Accounts in any bank in the joint names of their respective wives and also include the 1st defendant in that particular account in the nature of 'either or survivor'



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account and the plaintiff and the 2nd and 3rd defendants must deposit a sum of Rs.5,000/- [Rupees Five Thousand Only] every month, which would accrue as a small savings amount as security for the 1st defendant, but ultimately for the wives of the plaintiff and the 2nd and 3rd defendants.

9. This one additional condition has also been agreed by the plaintiff and the 2nd and 3rd defendants who also assured and that they would so open the said savings bank account. I am confident that they would be do so within a reasonable period of time and continue to deposit the said amount of Rs.5,000/- as undertaken and as stated in this order.

10. This Court places its deep appreciation to the learned counsel for the plaintiff, Mr.Ravi Meenakshisundaram and also to Mr.N.Sivaprakash, the learned counsel for the defendants for enabling a compromise to be effected within the family and bringing to an end, a litigation, which has been now pending for the past two years and which might have dragged on for a decade or more.



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11. It is hoped that the peace has been brought about within the family would continue to the next generation also.

12. The Civil Suit is decreed as per the terms of Compromise. The Compromise Memo with plan to be annexed with the decree. No order as to costs. Consequently, the connected applications are closed.

13. Since the matter has ended in a compromise and only the proof affidavit had been filed by the plaintiff, the Registry may examine the issue of return of Court Fees as no effective trial had been conducted, except for filing proof affidavit Refund of Court fees may be granted in accordance with rules to the plaintiff.

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Index:Yes/No

Speaking Order : Yes/No

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List of Witnesses Examined:

1. G.Ravi (PW1)

List of Exhibits Marked:

1. Ex.P1 is the downloaded certified copy of the Sale Deed, Doc.No.1193/1999, dated 30.08.1990.
2. Ex.P2 is the downloaded Certified copy of the Sale Deed, Doc.No.1194/1999, dated 30.08.1990.
3. Ex.P3 is the downloaded Certified copy of the Sale Deed, Doc No.918/1993, dated 14.06.1993.
4. Ex.P4 is the downloaded Certified copy of the Sale Deed, Doc.No.943/1993, dated 16.06.1993.
5. Ex.P5 is the downloaded Certified copy of the Sale Deed, Doc.No.3133/1999, dated 23.09.1999.
6. Ex.P6 is the downloaded Certified copy of the Sale Deed, Doc.No.3134/1999, dated 23.09.1999.
7. Ex.P7 is the downloaded Certified copy of the Sale Deed, Doc.No.1443/2001, dated 18.06.2001.
8. Ex.P8 is the copy of the Letter, dated 14.11.2019.
9. Ex.P9 (series) (3 Nos.) are the original Acknowledgment Cards, dated 15.11.2019.

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C.V.KARTHIKEYAN,J.

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