



C.R.P.No.4071 of 2013

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 23.11.2022

CORAM

THE HONOURABLE Mrs. JUSTICE J.NISHA BANU

C.R.P.No.4071 of 2013

and

M.P.No.1 of 2013

1. K.Chinna Kutty(deceased)

2. B.Kottesswari
(2nd petitioner brought on record as
Assignee of deceased K.Chinna Kutty
as per order dt.23.11.2022
by JNB)

.... Petitioner

VS

N.Parameshwari

.... Respondent

Civil Revision Petition is filed under Article 227 of the Constitution of India against the order dated 25.07.2013 made in E.A.No.3079 of 2013 in E.P.Sr.No.23438 of 2013 (E.P.No.2823/2013) on the file of IX Assistant City Civil Court, Chennai

For Petitioner : Mr.R.Ravindran

For Respondent : Mr.G.Appavu



C.R.P.No.4071 of 2013

ORDER

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This Civil Revision Petition has been filed by the deceased petitioner, K.Chinna Kutty, against the order dated 25.07.2013 made in E.A.No.3079 of 2013 in E.P.Sr.No.23438 of 2013 (E.P.No.2823/2013) on the file of IX Assistant City Civil Court, Chennai, wherein the learned VIII Assistant City Civil Court, Chennai, allowed the application in favour of the respondent / decree holder, to deposit a sum of Rs.1,00,000/- into the credit of suit on 25.07.2013, which is beyond the period specified in clause (2) of the decree passed by the trial Court.

2. The petitioner K.Chinna Kutty died on 03.05.2014 without any legal heirs and there is no person representing the estate of the deceased. K.Chinna Kutty executed a registered Will dated 12.09.2006 bequeathing the suit schedule property in favour of the proposed petitioner, B.Kotteswari. Due to the death of K.Chinna Kutty, the proposed petitioner being a beneficiary/ legatee under the registered Will dated 12.09.2006, is brought on record vide order made in C.M.P.No.7834 of 2019 today. When the matter came up for hearing on 08.02.2022, by consent of the proposed petitioner and the respondent, the matter was referred to Tamil Nadu Mediation and



C.R.P.No.4071 of 2013

Conciliation Centre attached to this Court.

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3. Today, the learned counsel appearing for both sides submitted that the matter has been settled between the parties before the Mediation and Conciliation Centre attached to this Court. The parties have also filed Settlement Agreement dated 30.08.2022 before the Tamil Nadu Mediation and Conciliation Centre of this Court stating that these Civil Revision Petition may be disposed of in terms of the Settlement Agreement entered into between the parties.

4. The Settlement Agreement dated 30.08.2022 was signed by the parties and duly attested by their respective counsel.

5. The Settlement dated 30.08.2022 arrived at between the parties before the Tamil Nadu Mediation and Conciliation Centre, High Court, Madras, reads as follows:

" A. Both the parties agreed to engage a common builder by entering into a Joint Venture Agreement with him to put up a residential apartment consisting of Ground, First, Second and Third Floor over the subject suit land at No.86, K.V.B.Garden, Raja Annamalai Puram, Chennai-600 028,



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C.R.P.No.4071 of 2013

measuring 625 square feet and appurtenant thereto, comprised in R.S.No.4266/3 Part of Mylapore Village, Mylapore-Triplicane Taluk, Chennai District.

B. Both the parties agreed that in the above-said proposed construction the Ground Floor of the residential premises shall be allotted to Mrs.N.Parameshwari, the Third Floor shall be allotted by executing a Sale Deed of 1/4th undivided share in the land and the entire 3rd Floor portion together with terrace to Mrs.Kotteeswari. The Builder who enters into a joint venture agreement with the parties hereto shall take and deal with the 1st and 2nd floor residential premises with all rights of alienation, and after completing and handing over vacant possession to the parties herein.

C. It is agreed by the parties that Mrs.Kotteeswari is not liable to pay any money whatsoever either to the builder or the other party Mrs.Parameshwari in putting up a construction, over the subject property such as costs of construction statutory payments and other incidental charges in the completing the constructions.



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C.R.P.No.4071 of 2013

D. It is agreed by the parties that Mrs.Kotteeswari is liable to pay the registration charges including stamp value and registration fee etc; for the registration of sale deed and construction agreement in her favour by the proposed builder or Mrs.Parameshwari.

E. The parties have agreed to enter into a joint venture agreement with the builder to raise an apartment over the subject land and within one year from the date of this settlement agreement, the parties agree to withdraw the pending legal proceedings such as T.O.S.No.25 of 2016 on the file of this Hon'ble Court, A.S.No.Sr.No.2938/2014 on the file of Principal City City Court, Chennai. Further, N.Parameshwari, the party herein undertakes to withdraw E.P.No.2823/2013 on the file of IX Assistant City Civil Court, Chennai in view of the settle agreement entered into the subject matter of execution petition which arises out of the decree dated 14.09.2012 made in O.S.No.9549/2009 on the file of VIII Assistant City Civil Court, Chennai.



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C.R.P.No.4071 of 2013

F. It is agreed between the parties that the said B.Kotteswari has no objection in withdrawing a sum of Rs.1,00,000/- deposited by N.Parameswari, as per order in E.A.No.3079/2013 vide receipt No.115 dated 25.07.2013, into the credit of suit/E.P.

G. It is agreed between the parties that Mrs.N.Parameswari within one month from the date of this settlement agreement shall execute and register General Power of Attorney Deed appointing the proposed builder for $\frac{3}{4}$ undivided share in the subject property of land and shall make all the arrangements to enter into a Joint Venture agreement with the builder at the time of aforesaid registration.

H. It is clear that B.Kotteswari shall absolutely entered to $\frac{1}{4}^{\text{th}}$ share in the subject land i.e., No.86, K.V.B.Garden, Raja Annamalai Puram, Chennai-600 028, measuring 625 square feet and appurtenant thereto, comprised in R.S.No.4266/3 Part of Mylapore Village, Mylapore-Triplicane Taluk, Chennai District and 3rd Floor building premises together with common area of the proposed construction with all rights of



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C.R.P.No.4071 of 2013

alienation.

7. By signing this Agreement to the parties hereto state that they have no further claims or demands against each other with respect to C.R.P(NPD) No.4071/2013 and all disputes and differences in this regard have been amicably settled by the Parties hereto through the process of Mediation/ Conciliation."

6. Considering the submissions made on either side, this Civil Revision Petition is disposed of in terms of the Settlement Agreement entered into between the parties dated 30.08.2022. The Settlement Agreement dated 30.08.2022 shall form part of the order. No costs. Consequently, connected miscellaneous petition is closed.

23.11.2022

Index:Yes/No
Speaking/Non-speaking order
vsi

(4/4)



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C.R.P.No.4071 of 2013

J.NISHA BANU,J.

Vsi

To

The IX Assistant City Civil Court,
Chennai.

C.R.P.No.4071 of 2012

23.11.2022
(4/4)