



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 27.04.2022

CORAM:

THE HONOURABLE MR.JUSTICE S.S.SUNDAR

SA.Nos.1076 & 1077/2021 & CMP.No.20337/2021 in SA.NO.1077/2021

SA.No.1076/2021:-

Mrs.Darly ...Appellant/12th Defendant
Vs.

Mr.Sriramulu Reddiar [Deceased]
1.Mr.M.S.Jaganathan ...Respondent / 2nd Defendant

Prayer:- Second Appeal filed under Section 100 of the Civil Procedure Code against the judgment and decree dated 04.11.2019 passed in AS.No.193 of 2012 on the file of the learned I Additional Judge, City Civil Court, Chennai, confirming the judgment and decree in OS.No.6104 of 2009 on the file of the learned VI Assistant Judge, City Civil Court, Chennai, order dated 01.02.2012.

For Appellant :Mr.B.Ponnusamy
For Respondent :Mr.S.Rajasekar

SA.No.1077/2021:-

Mrs.Darly ...Appellant/Appellant/12th Defendant
Vs.

Mr.Sriramulu Reddiar [Deceased]
1.Mr.Subramani
2.Mrs.Suguna
3.Mr.Paramasivam
4.Mr.Arjunan
5.Mrs.Samundeeswari
6.Mr.Venkatesan
7.Mr.Mohan
8.Mrs.Lakshmi
9.Mrs.Parvathi
10.Mr.Rajabather
11.Mr.Murugesh ...Respondents 1 to 11 /Respondents 2 to 12
Defendants 1 to 11



12.The Joint Sub Registrar Office-1
Chennai South, Saidapet
Chennai 600 015.

...12th Respondent/13th Respondent/
13th Defendant

13.Mr.M.S.Jaganathan

...Respondent No.13/14th Respondent
14th Defendant

***RR 1 to 12 given up as per the judgment of this Court
today made in SA.No.1077/2021

Prayer:- Second Appeal filed under Section 100 of the Civil Procedure Code to set aside the judgment and decree dated 04.11.2019 passed in AS.No.171 of 2012 on the file of the learned I Additional Judge, City Civil Court, Chennai, confirming the judgment and decree in OS.No.7034 of 2007 on the file of the learned VI Assistant Judge, City Civil Court, Chennai, order dated 01.02.2012.

For Appellant	:	Mr.B.Ponnusamy
For R13	:	Mr.S.Rajasekar

COMMON JUDGMENT

- (1) The learned counsel appearing for the appellant in SA.No.1077/2021 stated that the claim against respondents 1 to 12 has been given up by the appellant and hence, they are not shown. It is further stated that the appellant claimed the suit property through a Sale Deed executed in her favour by respondents 1 to 11 herein. Respondents 1 to 11 who are the vendors of the appellant and who have supported the case of appellant, did not independently challenge the judgment and decree of the Courts below. Since now, a compromise has been reached between the appellant and the contesting respondent namely 13th respondent, a Memo dated 25.04.2022 is filed on behalf of the appellant to that effect. Similarly, it is also stated that the 12th respondent, namely, the Joint Registrar, Officer -1, Chennai South, Saidapet, Chennai 600 015, is also not a necessary party to the compromise. Hence, the respondents 1 to 12 are given up by the appellant. The Memo dated 25.04.2022 is taken on file and record.
- (2) A Joint Memorandum of Compromise dated 27.04.2022 is filed today by the learned counsel appearing for the appellant. The appellant and 13th respondent are present today before



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this Court. The appellant who is the 12th defendant in the suit in O.S.No.7034/2007 and the 13th respondent who is a third party / son of the deceased plaintiff, to the suit have signed the Compromise Memo in each page. The last page of the Compromise Memo is signed by the parties in the presence of their respective counsels. Respective counsels also signed the Joint Memorandum. A sum of Rs.60 lakhs vide Demand Draft dated 26.04.2022 is also acknowledged by the appellant before this Court.

(3) The terms of Compromise Memo are as follows:

- (i) That the 13th respondent is the absolute owner of all that piece and parcel of land situated at S.No.72/1 admeasuring 76 cents at Manapakkam Village, Sriperumbudur Taluk, Kancheepuram District, morefully described in the schedule, hereinafter referred to as 'scheduled property' having acquired the same vide settlement deed dated 30.08.2008 executed by his father Sriramulu Reddiar and registered as Doc.No.5040 of 2012 before the Sub-Registrar I, Saidapet.
- (ii) That the appellant admits the unfettered title of the 13th respondent over the schedule property purchased by his late father Sriramulu Reddiar from Mrs.Saliammal and her husband Kottooran alias Munusamy Maistry vide Sale Deed dated 11.08.1966 registered as Doc.No.2608/1966, before the Joint Sub-Registrar-I, Saidapet and marked as Ex.A5.
- (iii) That the appellant gives up her claim over the title, possession as well as patta for the schedule property and undertakes to take all necessary steps to unconditionally cancel the Patta No.1597 issued in her name by the revenue authorities with reference to the schedule property belonging to the 13th respondent.
- (iv) The appellant admits that the sale agreements dated 22.12.2006 registered as Doc.Nos.9716 & 9717 of 2006 in the office of the Joint Sub-Registrar-I, Saidapet are null and void.
- (v) The appellant admits that the Sale Deeds dated 06.02.2007 registered as Doc.Nos.796 & 797 of 2007 in the office of the Joint



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Sub-Registrar-I, Saidapet executed by Subramani & 10 others are null and void.

(vi) The appellant further admits that the 13th respondent is in absolute possession and enjoyment of the schedule property on his own right and the appellant shall not cause any obstruction or attempt to interfere with the 13th respondent's peaceful possession and enjoyment of the schedule property.

(vii) That the appellant in full quit of her claim, has this days acknowledged the receipt of a sum of Rs.60,00,000/- (Rupees Sixty Lakhs Only) from the 13th respondent vide Demand Draft bearing No. 802096 dated 26.04.2022 of State Bank of India, Guindy, Chennai drawn in favour of "M DARLY ACC NO 126415500003065 0 KVB".

(viii) It is agreed between the parties that upon entering into the present Joint Memorandum of Compromise, all pending disputes/issues as between them will come to an end and there shall be no further claims, whatsoever against one another.

(ix) The parties agree with the above terms of compromise may be recorded and the second appeal be disposed off in terms of this Memo of Compromise.

(4) Based on the understanding and the facts, respondents 1 to 12 are given up in terms of the Compromise Memo and this Court is inclined to dispose of the appeal in terms of the Joint Compromise Memo dated 27.04.2022 signed by the parties and the same shall form part of record.

(5) Accordingly, the appeal in SA.No.1077/2021 is disposed of in terms of the Joint Compromise Memo and SA.No.1076/2021 is dismissed. Consequently connected Civil Miscellaneous Petition is closed.

s/d-
Assistant Registrar

True Copy

Sub-Assistant Registrar



To

1.The I Additional Judge,
City Civil Court, Chennai.

2.The VI Assistant Judge
City Civil Court, Chennai.

3.The Section Officer
VR Section, High Court
Chennai.

+2 CCs to Mr.S.Rajasekar, Advocate sr 29220, 29221

SA.Nos.1076 & 1077/2021

RP(CO)
SP(13/05/2022)