



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 21.02.2022

CORAM:

THE HONOURABLE Mr. JUSTICE S.S.SUNDAR

S.A. No.618 of 2019
and
C.M.P. No.10683 of 2019

J.Indira .. Appellant/3rd Defendant
Vs.

1. P.Rajendran ... Respondents 1 /Plaintiff
2. P.Radhakrishnan
3. R.Uma ... Respondents 2 & 3/Defendants 1 & 2
4. R.Yamuna
5. Silambarasan ... Respondents 4 & 5/Defendants 4 & 5

Second Appeal filed is under Section 100 of Civil Procedure Code, 1908, against the judgment and decree dated 20.11.2018 passed in A.S. No.155 of 2013 on the file of I Additional City Civil Court at Chennai in reversing the judgment and decree dated 29.01.2013 passed in O.S. No.1558 of 2011 on the file of the VIII Assistant City Civil Court, Chennai.

For Appellant : Mr. T.N.Rajagopalan
For Respondents : Mr. P.Siddharthan for R1
No appearance for R2 to R5

JUDGMENT

This Second Appeal is listed today under the caption "For recording compromise". Learned counsel appearing for the appellant and the first respondent had filed before this Court a joint memo dated nil of December 2021.

2. The appellant is the third defendant and the first respondent is the plaintiff in the suit. It is reported that there is a dispute between the appellant and the first respondent. It is further stated that the respondents 2 to 5 in the appeal are formal parties and therefore, the appeal itself can be dismissed as against them. The litigating parties have agreed in the joint memo that the Second Appeal can be allowed



in terms of compromise signed by them. The parties are present before this Court and joint memo of compromise is signed by the parties as well as their respective counsel. In the joint memo of compromise, it is stated as follows:

WEB COPY

"...

8. It is submitted that the first respondent in order to settle the issue amicably and to buy peace approached the appellant for compromise and the appellant also agreed for the same for the following terms and conditions.

9. It is submitted that the appellant agreed to pay a sum of Rs.4,00,000/- (Rupees Four Lakhs only) to the first respondent and the first respondent agreed for the same as one time settlement in respect of the suit property.

10. The appellant shall pay a sum of Rs.4,00,000/- (Rupees Four Lakhs Only) by way of D.D. Bearing No.066124 dated 27.09.2021 drawn on City Union Bank, Nungambakkam Branch in favour of 1st respondent on the date of recording compromise before the Hon'ble High Court.

11. The 1st respondent agreed not to claim any share in respect of the 99 sq.ft., in the suit property and further claims the koorchit executed by his mother in favour of his children including 2nd respondent herein. The respondents 2 to 5 remained exparte in the appeal in A.S. No.155 of 2013 and even in the above second appeal they did not appear and remained absent.

12. The 1st respondent further agreed that he has no right in respect of 99 Sq.ft., in the suit property and confirms the appellant's rights and title over the suit property. Further the appellant and 1st respondent declares that there is no other claim as against each others."

3. As per the agreement, the Learned counsel for the appellant had earlier purchased a Demand Draft bearing No.066124 dated 27.09.2021. It is further stated that the Demand Draft was not encashed in time and therefore, the parties have obtained fresh Demand Draft dated 21.02.2022 bearing No.066215 of City Union Bank. Therefore, the parties requested that the particulars of old Demand Draft shall be substituted by the newly obtained Demand Draft. Accordingly Clause 10 of the Compromise shall be read by referring to the fresh Demand Draft dated 21.02.2022 in the place of the Demand Draft dated 27.09.2021.



4. The submission of the learned counsel for the appellant and the first respondent is recorded. Since the first respondent had agreed not to claim any share in respect of the suit property to an extent 99 sq.ft. and confirms the Koorchit executed by his mother in favour of his Children including second respondent, this Second Appeal is allowed and disposed of in terms of joint compromise memo dated nil of December 2021. No costs. The compromise memo shall form part and parcel of records. Consequently, connected miscellaneous petition is closed.

Sd/-
Assistant Registrar(CS-I)

//True Copy//

Sub Assistant Registrar

bkn

To

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

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

+1cc to Mr.T.N.Rajagopalan, Advocate SR.No.11301

S.A. No. 618 of 2019

PPA(CO)
GN(06/06/2022)