



IN THE HIGH COURT OF JUDICATURE AT MADRAS

(ORDINARY ORIGINAL CIVIL JURISDICTION)

FRIDAY, THE 28TH DAY OF JANUARY 2022

THE HON'BLE MR. JUSTICE ABDUL QUDDHOSE

C.S.No. 208 of 2021

and

O.A.Nos. 386 to 389 of 2021

and

A.Nos. 2236 & 2237 of 2021

Smt. Kalarani Sivasubramaniam,
W/o. Late. K. Sivasubramaniam,
Flat 1-A, The Highlands, 4th Cross Street,
Ormes Road, Kilpauk,
Chennai – 600 010.

... Plaintiff/Applicant
(in all the applications)

-Vs-

S. Shalini,
W/o. Harish Kanaparthi,
D/o. Late. K. Sivasubramaniam,
DLF, E-113, 11th Flor,
Commanders Court, Ethiraj Salai,
Chennai – 600 008.

... Defendant/Respondent
(in all the applications)

C.S.No. 208 of 2021 :-

Civil Suit praying that this Hon'ble Court be pleased to pass a judgment and decree as against the defendant as hereunder ;

(a) For Permanent Injunction restraining the defendant, her men,



by her from in any manner interfering with the plaintiff's right to own and possess the suit schedule property, viz. including peaceful possession and enjoyment of the property morefully described in Schedule "A" of the suit schedule, including the free ingress and egress to the property;

(b) For Permanent Injunction restraining the defendant, her men, agents, servants or anyone claiming under or through her and/or authorized by her from in any manner interfering with the plaintiff's right to own and possess the suit property viz., including peaceful possession and enjoyment of the property, more fully described in Schedule "B" including the ingress and egress to the property.

(c) For mandatory injunction directing the defendant to remove all her belongings from the suit schedule property "A" and "B" more fully described in Plaint Schedule "C" on a day to be fixed by this court.

(d) For permanent injunction restraining the defendant, her men, agents, servants or any other person or persons, from in any manner barging into the premises or causing nuisance or ruckus to the plaintiff or the neighbours, at the Highlands Apartments, at No.1, Ormes Road, IV Cross Street, Kilpauk, Chennai – 600 010 more fully described in Plaint Schedule "A" property.

(e) For Permanent Injunction restraining the defendant her men, agents, servants or anyone, other person or persons from in any manner



from interfering with the plaintiff's custody of the Motor Car as described in the Schedule "D" to the plaint.

(f) Directing the defendant to pay a sum of Rs.1,00,000/- per month as damages for use and occupation of the Flat in DLF Commander's court, Egmore, Chennai – 8 from the date of the plaint till the date of actual surrender morefully described in the schedule "B" hereunder.

(g) Costs of the suit.

O.A.No. 386 of 2021 :-

Original Application praying that this Hon'ble Court be pleased to pass an order of Interim Injunction restraining the Respondent/Defendant her men, agents, servants or anyone other person or persons from in any manner from interfering with the plaintiff's custody of the Motor Car as described in the Schedule "D" to the plaint pending suit.

O.A.No. 387 of 2021 :-

Original Application praying that this Hon'ble Court be pleased to pass an order of interim injunction restraining the Respondent/Defendant, her men, agents, servants or anyone claiming under or through her and/or authorised by her from in any manner interfering with the plaintiff's right to

own and possess the suit property viz., including peaceful possession and



enjoyment of the property, more fully described in Schedule “A” of the suit schedule, including the free ingress and egress to the property pending suit.

O.A.No. 388 of 2021 :-

Original Application praying that this Hon'ble Court be pleased to pass an order of Interim injunction restraining the Respondent/Defendant, her men, agents, servants or anyone claiming under or through her and/or any one authorized by her from in any manner interfering with the Applicant's/Plaintiff's right to own and possess the suit property viz., including peaceful possession and enjoyment of the property, more fully described in Schedule “B” including the free ingress and egress to the property pending suit.

O.A.No. 389 of 2021 :-

Original Application praying that this Hon'ble Court be pleased to pass an order of Interim injunction restraining the defendant, her men, agents, servants or anyone representing her cause, from in any manner barging into the premises or causing nuisance or ruckus to the plaintiff or the neighbours, at the Highlands Apartments, more fully described in Schedule 'A'; appended to the Judges Summons pending suit.

**A.No. 2236 of 2021 :-**

WEB COPY

Application praying that this Hon'ble Court be pleased to pass an order of Interim direction directing the Respondent/Defendant to remove all her belongings from the suit schedule property 'A' and 'B', more fully described in Plaint Schedule 'C' on a day to be fixed by the Hon'ble Court pending suit.

A.No. 2237 of 2021 :-

Application praying that this Hon'ble Court be pleased to pass an order of Interim Direction directing the Respondent/Defendant to pay a sum of Rs.1,00,000/- per month as damages for use and occupation of the Flat in DLF Commander's Court, Egmore, Chennai-8 from the date of the plaint till the date of actual surrender morefully described in the schedule 'B' hereunder pending suit.

This Civil Suit along with these applications coming on this day before this Court for hearing in the presence of Mrs.Vasudha Thiagarajan, Advocate for the plaintiff in C.S.No. 208 of 2021 and for the applicant in all applications and Mrs.S.Revathy, Advocate for the defendant in C.S.No. 208 of 2021 and for the respondent in all applications and upon reading the



A.Nos. 2236 & 2237 of 2021 in C.S.No. 208 of 2021 and the Memorandum of Compromise signed by the plaintiff and the defendant and their respective advocates and the said advocates for the parties hereto praying their Court to pass a decree in terms of the Memorandum of Compromise morefully set out in the schedule hereunder,

It is interms thereof ordered and decreed as follows :-

1. That the order of interim injunction granted by this Hon'ble Court shall be modified taking into consideration the well being and the welfare of the Defendant herein who has regretted and repented for the hostile attitude towards the Plaintiff herein and the Plaintiff herein has graciously taken back the Defendant into her residence on 30.09.2021 subject to the terms conditions and stipulations contained hereunder.

2. That the Plaintiff herein, shall keep the Defendant herein, under her safe custody and shall permit the Defendant herein to reside with her in the suit property more fully setout in the Schedule 'A' hereunder.

3. That both the parties hereto, mutually agreed that subject to the rights of Mrs.Akilandeswari, the Plaintiff herein shall be entitled to own and possess the said Schedule A mentioned property and the Defendant herein shall not interfere with Plaintiff's rights, including ingress and egress to the



said property and also shall not barge into the premises or cause ruckus or nuisance to the Plaintiff herein or the neighbours therein, however the Defendant herein shall be permitted to reside in the Schedule “A” mentioned property along with the Plaintiff herein subject to the decree being passed in the present suit

4. That the Defendat herein, has vacated and surrendered the suit property morefully setout in the schedule “B” hereunder to the Plaintiff and with the knowledge of the Defendant and her sister Akilandeswari the Plaintiff who owns half share in the said property jointly with Late.Mr.K.Sivasubramaniam has let out the said property to a tenant after refurbishing and renovating the same

5. That it is mutually agreed between the Plaintiff and the Defendant and Mrs.Akilandeswari, that the Plaintiff shall manage and administer the said Schedule “B” mentioned property by maintaining true and proper accounts of the income and expenditure there from, and after defraying all expenses and statutory dues including but not limited to property tax, water tax and charges, E.B. And maintenance charges to the Association etc., the residue of income shall be shared equally between the three of them even

though the Defendant and her sister Mrs.Akilandeeswari have each only



1/6th undivided share therein along with the Plaintiff who holds 4/6th UDS share.

6. That as per the wishes and will of Late. Mr. K. Sivasubramaniam the Schedule A and B mentioned properties shall vest with the Plaintiff and after the life time of the Plaintiff, the said suit Schedule A and B properties if available shall devolve equally upon the two daughters with a right of preemption in their favour.

7. That the Plaintiff herein, agreed that she shall render necessary moral support to the Defendant herein.

8. That the Plaintiff herein, has handed over and the Defendant herein has received two sets of keys of the said Schedule “A” mentioned property for her usage.

9. That both parties hereto agreed that they shall not use any abusive language as against each other.

10. Both parties hereto, having agreed that in the event of sale or settlement or any other conveyance in respect of the suit properties



morefully set out in the Schedule hereunder, they shall extend their fullest co-operation for the same.

11. Both the parties hereto, having agreed that they shall jointly have access and be custodian of the Defendant's good and silver jewellery and articles given to her at the time of her wedding.

12. That the Defendant herein shall not break the doors, remove, re-arrange, replace, fix or confiscate the movable and articles which are available in the said Schedule "A" and "B" properties.

13. That in Schedule "A" mentioned property, the Plaintiff herein shall not break open the door to the Defendant's room or remove the movables therein.

14. That both parties hereto having agreed that they shall withdraw the complaints and counter complaint given as against each other and if any such complaint is alive as of date the same shall stand withdrawn and closed.



15. That since the disputes have been resolved amicably the Plaintiff herein gives up her claim for damages sought in para 49 (f) of the plaint.

16. That being the edlest family member after the untimely demise of Late. Mr. K. Sivasubramaniam, the Plaintiff is authorized by the Defendant and her sister Mr.Akilandeeswari to represent the estate of Late. K. Sivasubramaniam for effective realization of the debts that have accrued to the estate and shall retain all property documents in her custody for effective management thereof.

17. That the morefully set out in the Schedule “D” hereunder, motor car was purchased under hire purchase by Late. K. Sivasubramaniam through HDFC Bank, the said Hire Purchase agreement was terminated after his demise and the proceeds so realized from its sale has been utilized for liquidating the hire purchase dues.

18. Both parties hereto shall have no mutual claim as against each other.

19. That both parties hereto shall bear their respective costs.



20. That the O.A.Nos. 386 to 389 of 2021 and A.Nos. 2236 & 2237 of 2021 do stand closed.

SCHEDULE – SUIT PROPERTY

SCHEDULE “A”

All that piece and parcel of flat bearing No. 1-A, measuring 2283 sq.ft super built up area on the first floor of the Apartments known as 'The Highlands', on the North Eastern Portion together with 1021 sq.ft. Undivided share of land in an extend of 3 ground 2325 sq.ft. as per patta 3 grounds 275 sq.ft. as per document bearing Plot No.7, comprised in R.S.No.147/11, Block No.11 and 8 sq.ft. undivided share of land in an extend of 3 grounds 307 sq.ft. as per patta (2 ground 2306 sq.ft as per Document), bearing Plot No.8, comprised in R.S.No. 147/14, Block No.11, together with a covered car park, situated at Old Door Nos. 1 and 2/5 and New Door No. 1/5, 4th Cross Street, Ormes Road, Kilpauk, Chennai – 600 010, Egmore Division, Egmore-Nungambakkam, Taluk and Bounded on the

North by : Ormes Road & Survey No. 147/11

South by : R.S.No. 147/14 & 127/15

East by : R.S.No. 148/10

West by : R.S.No. 147/32



situate within the Registration District of Chennai North and
Registration Sub-District of Periamet.

SCHEDULE “B”

All that piece and parcel of Residential Flat DLF, E-113, 11th Floor, Commanders Court, measuring a super built up area of 158.314 Sq.Mtr. (1704 sq.ft.) including apartment area of 122.629 sq.mtr. (1320 sq.ft) approximately along with common area and amenities and proportionate UDS situate at New Door No. 49/331, (Old Door No.22/331), Ethiraj Salai, Chennai 600 008, situate within the Registration Sub-District of Periamet and Registration District of Chennai West.

SCHEDULE “C”

Item No: 1. The Jewellery, articles, clothes and such other articles or belongings of the defendant lying in Schedule 'A' viz., A1, Highlands Apartment Old Door No.1 and 2/5, and New Door No.1/5, 4th Cross Street, Ormes Road, Kilpauk, Chennai – 600 010; and Item No.2. The Jewellery articles, clothes and such other belongings of the defendant lying in Schedule 'B' Flat viz., Residential Flat DLF E-113, 11th Floor, Commander's Court, situate at New Door No.49/331 (Old D.No. 22/331) Ethiraj Salai, Chennai-600 008.



WEB COPY

SCHEDULE “D”

A White Colour Swift Desire Car, bearing Registration No.TN-01-BC-5979 parked in Schedule 'A' Car parking.

SCHEDULE – MEMO OF COMPROMISE



WEB COPY

14

01.03.2022

C.S.No. 208 of 2021
and
O.A.Nos. 386 to 389 of 2021
and
A.Nos. 2236 & 2237 of 2021

DECREE

DATED : 28.01.2022

THE HON'BLE MR. JUSTICE
ABDUL QUDDHOSE

FOR APPROVAL: 01.03.2022

APPROVED ON : 02.03.2022



IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated: 28.01.2022

Coram:

THE HON'BLE MR. JUSTICE ABDUL QUDDHOSE

C.S.No.208 of 2021 &
OA.Nos.386, 387, 388 & 389 of 2021 &
A.Nos.2236 & 2237 of 2021

Kalarani Sivasubramaniam

... Plaintiff

vs.

S.Shalini

... Defendant

Plaint filed under Order IV Rule 1 of Original Side Rules read with Order VII Rule 1 CPC, 1908 seeking

(a) For Permanent Injunction restraining the defendant, her men, agents, servants or anyone claiming under or through her and/or authorized by her from in any manner interfering with the plaintiff's right to own and possess the suit schedule property, morefully described in Schedule "A" of the suit schedule, including the free ingress and egress to the property;

(b) For Permanent Injunction restraining the defendant, her men, agents, servants or anyone claiming under or through her and/or authorized by her from in any manner interfering with the plaintiff's right to own and possess the suit property viz., including peaceful possession and enjoyment of the property, more fully described in Schedule "B" including the ingress and egress to the property.

(c) For mandatory injunction directing the defendant to remove all her belongings from the suit schedule property "A" and "B" more fully described in Plaintiff Schedule "C" on a day to be fixed by this court.



(d) For permanent injunction restraining the defendant, her men, agents, servants or anyone representing her cause, from in any manner barging into the premises or causing nuisance or ruckus to the plaintiff or the neighbours, at the Highlands Apartments, at No.1, Ormes Road, IV Cross Street, Kilpauk, Chennai – 600 010 more fully described in Plaint Schedule “A” property.

(e) For Permanent Injunction restraining the defendant her men, agents, servants or anyone, other person or persons from in any manner from interfering with the plaintiff's custody of the Motor Car as described in the Schedule “D” to the plaint.

(f) Directing the defendant to pay a sum of Rs.1,00,000/- per month as damages for use and occupation of the Flat in DLF Commander's court, Egmore, Chennai – 8 from the date of the plaint till the date of actual surrender morefully described in the schedule “B” hereunder.

For Plainitff : Mrs.Vasudha Thiagarajan

For Defendant : Mrs.S.Revathy

JUDGEMENT

Both the parties have amicably settled the matter amongst themselves by entering into a Joint Memorandum of Compromise dated 27.01.2022 which has been placed before this Court today. The said Joint Memorandum of Compromise has been signed by both the parties and the respective counsels. Both the parties have also present through Video Conferencing and agreed that they have entered into Joint Memorandum of Compromise



2. In terms of the Joint Memorandum of Compromise, this suit is decreed. The Joint Memorandum of Compromise shall form part of this Judgment. Consequently, connected applications are closed.

Sd./- A.Q.J.,
28.01.2022.

//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.