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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 10.06.2022

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THE HONOURABLE **MR.JUSTICE KRISHNAN RAMASAMY**

C.S.No.635 of 2018

1.M.Sowriath Beevi
2.S.Thajonisa Begum

... Plaintiffs

Vs.

1.M.Khaja Basheer,

2.M/s.Technet Solution,
Rep. by its prop. Mr.Baskar,

3.Mr.Duraiswamy
4.Mr.Sri Ram
5.Mr.Dinesh
6.Mr.Jeffy
7.Mr.Umar Khan
8.Mr.Nazar
9.Mr.Antony
10.M/s.ATC Telecom Infrastructure Pvt Ltd.
formerly known as
M/s.VIOM NET WORK LIMITED
having circle office at : Celestial Point,
No.45, Damodaran St., T.Nagar,
Chennai - 17.



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- 11.M/s.Ramachandran Textiles,
Rep. by its Prop. Mr.Chandraprakash Sanwal
- 12.M/s.Shoe Shopper-Footwear Show Room
Rep. by its Proprietor Mr.Azaruddin,
- 13.M/s.Diagonal Cadd-Computer Training Institute,
Rep. by its Prop. Mr.Loganathan,
- 14.M/s.ATC Telecom Infrastructure Pvt. Ltd.,
formerly known as : M/s.VIOM NET WORK Ltd.,
having circle office at:
Celestial point,
No.45, Damodaran St.,
T.nagar, Chennai-17.

15.Mrs.Rabiathul Basaria ... Defendants
(15th defendant are impleaded as per order
dt.24.11.2021 in Appl.No.3590/2021)

PRAYER : Civil Suit filed under Order IV Rule 1 of Madras High Court Original Side Rules Read with Order VII Rule 1 of CPC, praying for a Judgment and decree:

(a) for partition and separate possession of 3/24th share of first plaintiff and 7/24th share of second plaintiff in house and ground bearing Old Door Nos.4 & 5 New Door No.9 United India Colony 3rd Croos Street, Kodambakkam, Chennai - 24 and more fully described in the A schedule and 3/24th share of the first plaintiff and 7/24th share of the second plaintiff in house and ground bearing plot No.14, Jaya Nagar Estate lay out, Mount Poonamallee



Trunk Rod, Karambakkam Village Porur, Chennai - 116 morefully described in the B schedule hereunder.

(b) to pay mesne profits to the plaintiffs between 1.8.2015 to 30.04.2018.

(1) 3/24 share of the first plaintiff in item A, B, C & D properties between 1.8.2015 to 30.4.2018 Rs.22,00,875/-

(2) 7/24 share of the second plaintiff in A, B, C & D schedule properties between 1.8.2015 to 30.04.2018 Rs.51,35,375/- and also to pay future mesne profits corresponding to the plaintiffs' shares from the date of filing suit till date of delivery of possession at the rate to be fixed by this Hon'ble Court.

(c) to appoint an Advocate Receiver to take possession of A, B,C & D schedule properties and to collect the rents and profits from the suit schedule properties till partition is effected and plaintiffs are put in possession.

(d) for permanent injunction restraining the defendants from alienating or encumbering the share of the plaintiffs in A & B schedule properties

(e) for costs of the suit and

(f) to grant such further or other relief as this Hon'ble Court may deem fit and proper in the circumstances of the case and thus render justice.



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For Plaintiffs : Mr.D.Tamizhselvi
For D1 : Mr.M.Mohideen Pitchai
For D15 : Mr.Rabiathula Basaria
(Party-in person)

JUDGMENT

When the matter is taken up for hearing today, the learned counsel for the plaintiff and the learned counsel for the first defendant submitted that the parties have entered into a compromise through mediation. The Memorandum of Compromise dated 26.04.2022 entered into between the parties was also produced before the Court.

2. Further, the learned counsel appearing for the plaintiff and the learned counsel for the first defendant submitted that the suit may be decreed in terms of the Memorandum of Compromise entered into between the parties.



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3. Accordingly, the suit is decreed in terms of the Memorandum of Compromise dated 26.04.2022 entered into between the parties. No costs. The Memorandum of Compromise shall also form part of the decree. The Registry is directed to refund the Court fee, if any, in accordance with law.

10.06.2022

Tsg
Index : yes / no
Internet : yes / no
Speaking / non speaking



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KRISHNAN RAMASAMY, J.

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