



A.S.No.846 of 2014

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 08.04.2022

CORAM:

THE HON'BLE MRS. JUSTICE N.MALA

A.S.No.846 of 2014
and C.M.P.Nos.2208 & 2209 of 2022

1.Periyasamy

2.Sellammal

... Appellants

vs.

Karuppaiya

... Respondent

Prayer: Appeal Suit filed under Section 96 and Order 41 Rule 1 of the Code of Civil Procedure, 1908, against the Judgment and Decree dated 24.03.2014 made in O.S.No.130 of 2010 on the file of the Principal District Court, Namakkal, in so far as it is against the appellants herein.

For Appellants : M/s.Zeenath Begum

For Respondent : M/s.C.Jagadish

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J U D G M E N T

This Appeal suit is filed against the Judgment and Decree dated 24.03.2014 made in O.S.No.130 of 2010 on the file of the Principal District



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Court, Namakkal, in so far as it is against the appellants herein. 2.The

appeal is filed against the Judgment and Decree in O.S.No.130 of 2010 on the file of the Principal District Munsif Court, Namakkal whereby the suit filed for partition of the plaintiff's 4/9 share in the property was decreed. During the pendency of the appeal CMP.Nos.2208 and 2209 of 2022 were filed and the third appellant and the second respondent were impleaded as parties in the appeal. The appellants and the respondents have entered into a compromise and have filed a compromise memo dated 04.04.2022.

3.All the parties who signed the compromise memo except the second appellant are present before this Court. I have enquired them on, whether they have consented and signed the compromise memo. All the parties have affirmed their signature and stated that they consent to the compromise memo.

4.The second appellant is said to be 75 years of age and because of her age she is not able to be present in the Court personally. The signature of the second appellant in the compromise memo dated 04.04.2022 is identified by the notary. Further the first appellant and the first respondent have vouched for the signature of the second appellant who is their mother in



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the compromise memo.

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5.The parties have signed the compromise memo and prayed that the compromise memo be recorded and a final decree in terms of the compromise memo be passed in the following terms:

“A.That the preliminary decree shall stand modified as hereunder:

i) That the second appellant has received a lumpsum payment of Rs.1,00,000/- (Rupees One lakh Only) from the 1st appellant towards her lifetime maintenance, and thereby relinquishes her 1/9th Share in the suit properties in favour of the 1st appellant.

ii) Consequently, the 1st appellant will be entitled to 5/9th share and the respondent shall be entitled to 4/9th share in the suit properties.

B.That the appellants and the respondents agree, to pass final decree on the following terms:

i) The suit Item No.1 has been measured with the help of a qualified surveyor in the presence of both the parties and drawn to scale plan prepared, is attached herewith. The said plan may form part of this compromise final decree. The extent of 0.88 Acres shown in Green colour in the plan has been allotted to the respondents share and an extent of 1.10 Acre shown in Yellow Colour in the plan has been



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allotted to the share of appellants 1 and 3.

ii) The entire extent in Suit Item No.2 has been allotted to the appellants 1 and 3, in lieu of such allotment, the 1st appellant makes a payment of Rs.10,00,000/- (Rupees Ten Lakhs only) by way of demand draft no. in the name of the 1st respondent, bearing nos.750367 for Rs.5,00,000/- and 750368 for Rs.5,00,000/- dated 21.01.2022 drawn on Karur Vysya Bank, Namakkal Bank branch and the same has been received by the first respondent.

iii) Both the appellants 1 and 3 and the respondents has taken possession of the properties exclusively allotted to them today. The appellants have no-objection for transfer of patta in respect of Ward-A, Block-2, T.S.No.3/2 with respect to 0.88 Acres of land in favour of respondents. Likewise, the respondent has no-objection for transfer of patta in favour of appellants 1 and 3 in respect of Ward-A, Block-2, T.S.No.3/2 with respect to 1.10 Acres.

6.Both the parties hereby understand that the terms of the compromise set out above are in the best interests of both the families, and, they affirm, that no future litigation will be initiated by either of them to re-open or set-aside the terms of this compromise and final decree resulting thereon and agreed to bear the cost of expenses equally.”



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6.The memo of compromise and the sketch attached to the memo of compromise shall form part and parcel of the decree. The appeal is allowed in terms of the compromise memo dated 04.04.2022. There shall be no order as to costs. Consequently, the connected miscellaneous petitions are closed.

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Index : Yes / No

Internet : Yes / No

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To

The Principal District Judge,
Principal District Court,
Namakkal.



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N.MALA, J.

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