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C.S.No.821 of 2012

**IN THE HIGH COURT OF JUDICATURE AT MADRAS
DATED : 28.09.2022**

CORAM

THE HON'BLE MR.JUSTICE G.CHANDRASEKHARAN

C.S.No.821 of 2012

1.D.Rajalakshmi

2.Uma Mageshwari

...

Plaintiffs

VS.

1.Chandrlekha

2.Anuradha Devanand

3.Selvam

...

Defendants

Prayer: Civil Suit filed under Order IV Rule 1 of O.S.Rules read with Order VII Rule 1 CPC to pass a judgment and decree against the defendants and in favour of the plaintiffs:

- a) Passing a preliminary decree for partition and for separate possession of half share of the plaintiffs in the plaint scheduled mentioned property;
- b) Appointing an advocate Commissioner for effecting the division of the plaint schedule mentioned property by metes and bounds and for allotting half share thereof to the plaintiffs;
- c) Directing the Defendants to pay half of the mense profits (rents) collected by them till date to the plaintiffs and also the future mense profits at the rate fixed in respect of plaintiffs half share in the plaint scheduled property from the date of suit till delivery possession relating the ascertainment thereof to separate proceedings;

d) Awarding the cost of the suit to the plaintiffs as against the defendant and



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e) Passing such further or other relieves as this Hon'ble Court may deem fit and proper.

For Plaintiffs : Mr.K.V.Babu

For Defendants : Mr.Mothilal
Ms.G.Revathy

J U D G M E N T

When the matter is taken up, the learned counsel for the plaintiffs and the defendants are present along with the plaintiffs and defendants. A joint memo of compromise is filed by the plaintiffs and the defendants. The terms of the joint memo of compromise are as follows:

JOINT COMPROMISE MEMO FILED BY THE PLAINTIFFS AND DEFENDANTS

The Plaintiffs and the Defendants jointly beg to submit as follows:

[1] The Plaintiffs have filed the suit for partition and separate possession of Plaintiffs' share over the suit Schedule mentioned property. Pending Final Decree proceedings, both the Plaintiffs and Defendants herein have, at the intervention of well wishers, amicably resolved the dispute and accordingly both the Plaintiffs and Defendants have entered into this Memorandum of Joint compromise.

[2] The Plaintiffs shall give up their 1/3rd share over the suit Schedule mentioned property in favour of the Defendants.

[3] In consideration of the same, the Defendants have paid a sum of Rs.45,00,000/- [Rupees Forty Five Lakhs only] by way



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of a Cheque bearing No.097630 dated 28/09/2022, drawn on Indian Overseas Bank, Padur Branch, Chennai 603 103, drawn in favour of the 1st Plaintiff Mrs.D.Rajalakshmi, the receipt of which sum subject to realisation the Plaintiffs doth hereby jointly admit and acknowledge.

[4] That the Plaintiffs shall execute a Deed of Release if any required in favour of the Defendants relinquishing their 1/3 share over the suit Schedule mentioned property.

[5] That the Plaintiffs hereby confirm that the Plaintiffs have no further right, title or interest over the suit Schedule mentioned property.

[6] The Plaintiffs have handed over the original title deed relating to the Suit Schedule mentioned Property to the Defendants on this day.

[7] It is agreed between the Plaintiffs and the Defendants that henceforth the Defendants shall absolutely own and enjoy the suit Schedule mentioned property in entirety as absolute owners thereof in lieu of the Plaintiffs' relinquishment over the suit Schedule mentioned property.

[8] Both the Plaintiffs and the Defendants herein pray that this Hon'ble Court may be pleased to pass a Final Decree in terms of the above joint compromise and further pray that this Memorandum of Joint Compromise shall form part and parcel of the compromised Final Decree and thus render justice.

Dated at Chennai on this 28th day of September, 2022.



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2.It is seen from the terms of the joint compromise memo that the plaintiffs have received a sum of Rs.45,00,000/- through a cheque referred above in lieu of their 1/3rd share in the suit property. The plaintiffs have also undertaken to execute the release deed in respect of their 1/3rd share in favour of the defendants. The plaintiffs and defendants were also enquired in the open Court and they were informed about the terms of compromise. Both agreed to the terms of compromise.

3.In view of the joint memo of compromise filed, final decree is passed based on the terms of the joint memo of compromise and the joint memo of compromise shall form part of the final decree. No Costs.

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(1/2)

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Index : Yes/No

Internet: Yes/No

Speaking Order/Non-Speaking Order



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G.CHANDRASEKHARAN,J.

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