



IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated: 07.01.2022

Coram:

THE HON'BLE MR. JUSTICE ABDUL QUDDHOSE

C.S.No. 327 of 2021 &

O.A.Nos. 687 & 688 of 2021 &

A.Nos. 3952, 3953 & 3954 of 2021

1.Ishaan Pejavar Rao

2.Nandan Pejavar Rao

... Plaintiffs

vs.

Ramesh P.Rao

... Respondent

Civil Suit filed under Order VII Rule 1 of CPC read with Order IV Rule 1 read with Order XXIV Rule 2 of Original Side Rules for the following reliefs:

(a) To have movable and immovable property of Late Dr.P.Suresh Rao, administered in this Court by appointing the 1st Plaintiff as the administrator, and for that purpose to have all proper directions given and accounts taken.

(b) To have movable and immovable property of Late Malathi



administrator and for that purpose to have all proper directions given and accounts taken.

(c) For partition, allotment of 5/6th share in the estate of Late Dr.P.Suresh Rao to the plaintiffs, including division of the suit schedule A and C property, by metes and bounds.

(d) For partition, and allotment of ½ share to the Plaintiffs, in the estate of Late Malathi Sripathi Rao.

(e) Declaring that the Unilateral Revocation of Settlement Deed, executed by Late Malathi Sripathi Rao, dated 22.12.2006, vide Document No.5538 of 2006, and the Settlement Deed dated 12.09.2013 executed by Late Malathi Sripathi Rao in favour of the Defendant, vide Document No.3675/2013, both registered at the Office of the Sub-Registrar, Purasawalkam, as null and void and not binding the Plaintiffs.

(f) Declaring the Plaintiffs as the absolute owners of the property situated at S.No.3/499 situated at Uthandi village, Tambaram Taluk, Kancheepuram District, Tamil Nadu, morefully described in the Schedule B to this Plaint.

(g) Directing that a sum of Rs.25,11,320/- (Rupees Twenty-Five Lakhs Eleven Thousand Three Hundred Twenty Only) be paid out to the 2nd Plaintiff along with interest at 12% per annum from the date of plaint till the date of payment from out of the estate of Late Malathi Sripathi Rao.



(h) Directing an enquiry into mesne profits and decree for the amount found due to the Plaintiffs with interest at 12% per annum.

For plaintiffs : Mr.S.R.Raghunathan

For Defendant : Mr.Jayash B.Dolia

J U D G E M E N T

Both the plaintiffs as well as the defendant are personally present before this court through Video Conferencing. They have entered into joint compromise and filed a Joint Memorandum of Compromise dated 05.01.2022. Both the plaintiffs as well as the defendant and their respective counsels have signed the said Joint Memorandum of Compromise.

2. The Joint Memorandum of Compromise dated 05.01.2022 is reproduced hereunder:

“3. The Parties have agreed to the following:-

(i) The Defendant agrees for a decree in terms of Relief E to the Plaint ie., for a declaration that the unilateral revocation of Settlement Deed executed by Late Malathi Sripathi Rao, dated 22.12.2006 vide document No.5538 of 2006 and the Settlement deed dated 12.09.2013 executed by Late Malathi Sripathi Rao in favour of the Defendant, vide document No.3675/2013



both registered at the office of the Sub-Registrar, Purasawalkam, as null and void.

(ii) In view of the above, the Plaintiffs and Defendant agree to divide the schedule A property in the following manner:

a. The Plaintiffs are allotted 11835 sq.ft undivided share of Schedule A, Item 1 & 2 mentioned property (ie., Plot A measures 7908 sq. ft. & Plot B measures 6627 sq. ft.) along with proportionate built-up area in the said property AND half undivided share in the passage admeasuring 1480 sq. ft. The property allotted to the Plaintiffs is morefully described as Item 3 of Schedule A hereunder;

b. The Defendnat is allotted 2700 sq. ft. Undivided Share of item 1 & 2 mentioned property (ie., Plot A measures 7908 sq. ft. & Plot B measures 6627 sq. ft.) along with proportionate built-up area in the said property AND half undivided share in the passage admeasuring 1480 sq. ft. The property allotted to the Plaintiffs is morefully described as item 4 of Schedule A hereunder:

c. The Plaintiff acknowledges that the Defendant is the absolute owner of Plot B, Door No.23B Barnaby Road, Kilpauk, Chennai 600010 as the absolute owner to an extent of 9132 sq. ft. together with half undivided share in the passage measuring 1480 sq. ft.



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d. The Defendant undertakes to vacate the tenants in the Schedule A property, for which the Plaintiffs agree to co-operate. The Plaintiffs and the Defendant further undertake to jointly refund the security deposit received from all the tenants, in the said property.

e. The future rents, after deduction of the taxes, in respect of the Schedule A property, shall be divided between the Plaintiffs and Defendant equally until 31st December 2022 or until the existing tenants vacate, whichever is earlier and thereafter proportionate to their respective undivided share allotted under this Compromise until the sale of the property.

f. The Defendant has paid total sum of Rs.4,50,124/- (Rupees Four Lakhs Fifty Thousand One Hundred and Twenty Four only) to the Plaintiffs, i.e, each of the Plaintiff is paid Rs.2,25,062/- (Rupees Two Lakhs Twenty Five Thousand Sixty Two Only) by RTGS under UTR Nos.KARH22005393871 and KARBH22005392817, towards their share of the rent received from the tenants, after deducting the statutory dues and security charges, for the months of October to December 2021. The Plaintiffs acknowledge receipt of the same.

g. The parties shall apply for mutation of the revenue records to give effect to this compromise.



h. The Parties shall endeavour to jointly sell the Schedule A mentioned property along with the adjacent property owned by the Defendant. The parties have agreed to the following:

i. The Defendant handed over the following documents to the Counsel for the Plaintiffs in Escrow to facilitate the completion of the sale of the property.

1. Certified Copy of the Settlement Deed dated 30.06.2005, in favour of Dr.P.Suresh Rao, registered as document number 2573 of 2005 on the file of Sub-Registrar, Purasaivakkam.

2. Certified Copy of Deed of cancellation of settlement dated 22.12.2006, registered as document No.5538 of 2006 on the file of Sub-Registrar, Purasaivakkam.

3. Original Deed of Settlement dated 12.09.2013, in favour of Mr.Ramesh Rao, registered as document No.3675 of 2013 on the file of Sub-Registrar, Purasaivakkam.

4. Original Deed of settlement dated 30.06.2005, in favour of the Mr.P.Ramesh Rao, registered as document no.2574 of 2005 on the file of Sub-Registrar, Purasaivakkam.



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5. Original Patta in favour of Ramesh Rao
dated 04.06.2014.

ii. The Defendant has handed over the Deed of Partition dated 25.01.1961, registered as document No.998 of 1961 on the file of the Registrar, Madras-Chengalpet, with their counsel in Escrow to facilitate the completion of the sale of the property.

iii. The parties or their nominees, representatives, assigns shall have the right to inspect the documents held by the Escrow agents, upon due prior notice.

(iii) The Defendant agrees for a decree in terms of Relief F, i.e., declaring the Plaintiffs as the absolute owners of the property situated at S.No.3/499 situated at Uthani Village, Tambaram Taluk, Kancheepuram District, Tamil Nadu morefully described in Schedule B hereunder.

(iv) The Defendant gives up all his right, title, and interest in the Schedule B & C property situate at Uthandi Village in favour of the Plaintiffs. The Plaintiffs are allotted the said properties absolutely.

(v) In view of the above settlement, the relief sought for in Plaint, Relief A, B, G, H, I are given up by the Plaintiffs.



(vi) Plaintiffs and Defendant hereby acknowledge, declare and agree to jointly release and relinquish and give up their respective shares in the Landon's Road property purchased by Late Sripathi Rao in favour of their close relatives Ms.Nandhini Rao and Ms.Shalini Rao, who are spinsters and are in the possession now. The parties agree to execute necessary deed, assurance or other documents to give effect to this clause at the cost and expense of Ms.Nandhini Rao and Ms.Shalini Rao.

(vii) The Defendant has filed O.P.SR.No.102905 of 2021 on the file of this Hon'ble High Court for probate of the last Will & Testament of Late Malathi Sripathi Rao dated 21.03.2014, which shall also be decreed in terms of this compromise by way of consent.

(viii) The Jewellerries of Late Malathi Sripathi Rao have been valued and the same have been divided equally between the Plaintiffs and the Defendant.

(ix) The Defendant out of the estate of Late Malathi Sripathi Rao has paid a total sum of Rs.3,69,00,000/- (Rupees Three Crores Sixty Nine Lakhs Only) to the Plaintiffs i.e., each of the Plaintiffs is paid Rs.1,84,50,000/- (Rupees One Crore Eighty Four Lakhs Fifty Thousand Only) by RTGS under UTR Nos KARBH22005381996 and KARBH22005382265, in full quits of all their claim against the defendant and the



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estate of Late Malathi Sripathi Rao. The Plaintiffs acknowledge receipt of the same.

(x) The Plaintiffs have no further claim in the estate of Late Malathi Sripathi Rao, including the amounts received pursuant to decree in CS.No.570 of 2015 dated 30.08.2019 by Late Malathi Rao.

(xi) In view of the contention of Ms.Shereen, about an alleged Will of Late Malathi Sripathi Rao, if an OP is filed by her for probate, the same shall be contested by the Plaintiffs and Defendant at their respective cost.

(xii) The Plaintiffs and Defendant agree to mutate the revenue records in their favour in terms of this compromise and all expenses for the same shall be borne by the respective parties for their share of the property allotted to them.

(xiii) The Plaintiffs and Defendant agree to execute and sign any registered deeds to give effect to this compromise.

(xiv) The Plaintiffs and Defendant shall register this compromise decree and Judgment before the Sub Registrar Purasawalkam and Sub Registrar Neelangarai. The cost and expenses of the same shall be borne by the Plaintiffs and Defendant equally in so far as the Schedule A property



is concerned and by the Plaintiffs exclusively in so far the Schedule B & C properties are concerned.

(xv) Both Parties undertake and declare that they will not make any claim against each other before any Competent Court in respect of the suit property or the estate of Late Malathi P.Rao or Estate of Late Dr.Suresh P.Rao.

(xvi) The parties shall bear their respective cost.”

3. This Joint Memorandum of Compromise shall form part of this Judgment and decree. In terms of the Joint Memorandum of Compromise dated 05.01.2022, this Suit is decreed. Consequently, connected applications are closed.

Sd./- A.Q.J.,
07.01.2022.

//Certified to be true copy//

Dated at Madras this the day of 2022.

COURT OFFICER(O.S.)

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