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KRISHNAN RAMASAMY,J.

At the instance of the learned counsel on either side, the matter is posted under the caption 'for being mentioned'.

2. The learned counsel appearing on either side would submit that there is some typographical error in the Joint Memo of Settlement and consequently, the same has been incorporated in the order passed by this Court dated 03.08.2021. Therefore, they requested this Court to make suitable order to correct the said Joint Memo of Settlement as well as the order passed by this Court dated 03.08.2021.

3. Since the typographical error is in the Joint Memo of Settlement, this Court has no role to correct the said Joint Memo of Settlement. When the matter came up on the last occasion, this Court cast its view on the request of the learned counsel appearing for the parties and directed them to file an amended copy of Joint Memo of Settlement. Hence, the learned counsel for both the parties have filed the revised Joint Memo of Settlement dated 27.07.2022 to that effect. In view of the revised Joint



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Memo of Settlement dated 27.07.2022 being filed, the order dated 19.07.2022 is recalled and the new Joint Memo of Settlement dated 27.07.2022 entered between the parties is recorded. The said Memo has been duly signed by both the parties and attested by their respective counsel. The parties are also present before this Court today. The contents of the said Memo are recorded as follows:-

- “1. The Suit was filed by the Plaintiff/Applicant against the Defendant to partition the properties of Late.Raju T Jain, who died on 19.04.2020, who was the son of the Plaintiff and Husband of the Defendant.*
- 2. That the properties mentioned in the schedule of the suit were the self-acquired properties of deceased Raju T Jain and after his death, Plaintiff and Defendant being the only surviving class I legal heirs, have undivided half-share in the schedule properties left behind by deceased Raju T Jain.*
- 3. The Plaintiff/Applicant and Defendant states that after the demise of late Raju T Jain difference of opinion arose between them and suit for partition was filed by the Plaintiff to Partition the Properties mentioned in Schedule A, B and C of the plaint, for division of the above said properties and for allotment of specified shares in the above properties.*



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a) *The Plaintiff states that a legal notice dated 02.11.2020 was also issued to the Defendant calling for the partition of suit properties of late Raju T Jain but there was no reply from the Defendant or through any of her legal representatives.*

b) *The Defendant had denied to Partition of the suit Properties, the Plaintiff was left with no other alternative other than to take legal recourse to seek partition and therefore the above suit was filed.*

c) *The Plaintiff states that after filing of the above suit as per the directions of this Hon'ble Court, private notice was also issued to the Defendant intimating about the filing of the present suit.*

d. *The parties herewith states that when the above captioned matter came up for hearing on 13.07.2021 the counsel for Defendant entered appearance and the Defendant through her counsel intimated the Plaintiff and her counsel about the scope of amicable settlement.*

e. *The Parties herewith state that after detailed discussions and with the intervention of family members, relatives, friends and well-wishers, the parties to the above suit arrived at amicable settlement on the following terms and conditions:*

(i) *That the Defendant herein agreed to receive a sum of Rs.25,00,000/- (Rupees Twenty Five Lakhs*



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Only) and the Plaintiff/Applicant herein has agreed to pay the said sum towards full and final settlement to the Defendant.

(ii) That the said amount shall be paid by the Applicant/Plaintiff herein at the time of signing of this settlement memo in the following manner, by handing over the following Instruments to the Plaintiff on 30.07.2021:

- Vide Demand Draft/Cheque No.000017 dated for a sum of Rs.10,00,000/- (Rupees Ten Lakhs Only) drawn on*
- Vide Demand Draft/Cheque No.000018 dated for a sum of Rs.5,00,000/- (Rupees Five Lakhs Only) drawn on*
- Vide Demand Draft/Cheque No.000019 dated for a sum of Rs.5,00,000/- (Rupees Five Lakhs Only) drawn on*
- Vide Demand Draft/Cheque No.000020 dated for a sum of Rs. 5,00,000/- (Rupees Five Lakhs Only) drawn on*

(iii) That the Defendant herein accepts the said sum of INR 25 Lakhs in the manner stated above as consideration for relinquishing her rights in the properties belonging to Raju T Jain more-fully described in Schedule A, B and C hereunder.



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(iv) That the Defendant herein also undertakes to waive-off her right of share in any of the properties either self-acquired or ancestral properties not covered under the Plaint.

(v) That the Plaintiff and Defendant herein undertake not to question or dispute the terms of this compromise memo filed before this Hon'ble Court in any manner before any forum or authority.

(vi) That the Plaintiff and Defendant herein declared that they have agreed to settle the matter amicably of their own free will and accept, and have settled the matter in respect of the properties morefully set out in the schedule hereunder.

4. It is therefore prayed that this Hon'ble Court may be pleased to pass judgement and decree as per the terms and conditions mentioned in this Joint memo of Settlement, with liberty to revive the Suit in the event of any breach with regard to payment by Plaintiff to Defendant.

5. The Plaintiff and the Defendant undertakes to bear their respective costs.”

4. The learned counsel appearing for the defendants would submit that the suit may be decreed in terms of the Joint Memo of Settlement.



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5. Recording the Joint Memo of Settlement dated 27.07.2022, this suit is decreed in terms of Joint Memo of Settlement. The Joint Memo of Settlement shall form part of the decree.

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6. Registry is directed to refund the Court fee to the plaintiff as per the O.S. Rules.

29.07.2022

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