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S.A.No.134 of 2022

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 19.12.2022

CORAM

THE HON'BLE MR. JUSTICE **G.K.ILANTHIRAIYAN**

S.A.No.134 of 2022
and CMP.No.7281 of 2022

1.G.Rajaraman
2.S.Prabavathy
3.A.Sudha

..Appellants

Vs.

P.Kannammal (Deceased)
1.Muniammal
2.G.Rajendran

..Respondents

Prayer: Second Appeal filed under Section 100 of the Code of Civil Procedure, to set aside the judgment and decree dated 07.07.2017 passed in A.S.No.226 of 2015 on the file of the XVII Additional City Civil Court, Chennai, confirming the judgment and decree in O.S.No.1106 of 2003 dated 28.03.2003 on the file of the IV Assistant City Civil Court, Chennai.

For Appellants : Mr.T.V.Ramalingam, Senior Counsel
for Mr.V.P.Raju

For Respondents

For R1 : Mr.A.Manoj Kumar
for Mr.R.V.Babu

For R2 : Mr.K.Jayaraman



ORDER

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The Second Appeal has been filed as against the judgment and decree dated 07.07.2017 passed in A.S.No.226 of 2015 on the file of the XVII Additional City Civil Court, Chennai, thereby confirming the judgment and decree passed in O.S.No.1106 of 2003 dated 28.03.2003 on the file of the IV Assistant City Civil Court, Chennai.

2. Pending Second Appeal, the parties have amicably settled their issues by way of joint compromise.

The Joint Compromise Memo dated 15.12.2022 filed by the parties is extracted hereunder;-

“1. The appellants and the respondents, at the instance of well-wishers, discussed the matter in issue in O.S.No.1106 of 2003 on the file of IV Assistant Judge, City Civil Court, Chennai, out of which this second appeal arises and have mutually agreed to amicably settle the matter amongst themselves to purchase peace and to avoid further waste of time in litigation on the following terms;-

i) The appellants and the respondents pray that the above second appeal, S.A.No.134 of 2022 may kindly be allowed and the judgment and decree dated



28.03.2014 in O.S.No.1106 of 2003 on the file of IV Assistant Judge, City Civil Court at Chennai, as confirmed by the judgment and decree dated 07.07.2017 in A.S.No.226 of 2015 on the file of XVII Additional Judge, City Civil Court at Chennai, may kindly be set aside and O.S.No.1106 of 2003 may kindly be decreed as prayed for without cost.

ii) The respondents hereby declare and confirm that the plaintiffs are the absolute owners of the suit property in O.S.No.1106 of 2003 on the file of IV Assistant Judge, City Civil Court at Chennai more fully described in the schedule hereunder and that the plaintiffs are in exclusive possession and enjoyment of the same and that the respondents or any one claiming under them will not interfere with the plaintiffs' peaceful possession and enjoyment of the suit property in any manner whatsoever.

iii) The appellants at the request of the respondents and to purchase peace and avoid further waste of time in litigation and to put an end to this litigation, particularly because of the age of the 1st appellant herein, have this day paid a sum or Rs.15,00,000/- (Rupees Fifteen Lakhs only) to the respondents by way of demand draft bearing

(i) No.521954 for

Rs.4,00,000/- (Rupees Four Lakhs only)



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*dated 03.10.2022 drawn on ICICI Bank,
K.K.Nagar Branch, Chennai.*

*(ii) No.508051 for
Rs.3,00,000/- (Rupees Three Lakhs only)
dated 03.10.2022 drawn on ICICI Bank,
Besant Nagar Branch, Chennai.*

*(iii) No.119806 for
Rs.3,00,000/- (Rupees Three Lakhs only)
dated 03.10.2022 drawn on Indian
Overseas Bank, Virugambakkam Branch,
Chennai.*

*(iv) No.512939 for
Rs.3,00,000/- (Rupees Three Lakhs only)
dated 03.10.2022 drawn on Indian
Overseas Bank, Jaffarkhanpet Branch,
Chennai and*

*(v) No.569204 for
Rs.2,00,000/- (Rupees Two Lakhs only)
dated 03.10.2022 drawn on State Bank of
India, Madipakkam Branch, Chennai.*

*All above demand drafts drawn in favour of
Muniammal (second defendant) the receipt of which
the respondents both hereby admit, accept and
acknowledge.*

*2. The respondents hereby undertake that they
will not interfere with the plaint schedule property*



owned by the appellants in any manner whatsoever.

3. The appellants have admittedly put an “L” shaped building in the plaint schedule property, consisting of ground floor and first floor and have also put up a compound wall south to north on the western side with a length of about 75 feet from Pillaiyar Koil Street as found in the Commissioner's Report and the appellants are entitled to continue the construction of the compound wall, towards west to east to a length of about 21 feet, on the western side, south to north to a length of about 45 feet at their own cost. The respondents or anyone claiming under them will not interfere with the same in any manner whatsoever.

4. The respondents hereby declare and confirm that the late 1st respondent Mrs.P.Kannammal and the 2nd respondent Mrs.Muniammal have legally and validly executed the registered power of attorney dated 15.07.1994 in favour of the 1st appellant after receiving the entire sale consideration of Rs.8,40,000/- (Rupees Eight Lakhs and Forty Thousands only) under the agreement for sale dated 18.07.1993 from the purchaser therein namely Mrs.Vanathy Rajaraman, wife of the 1st appellant.

5. The deceased 1st respondent P.Kannammal, was the 1st defendant in the suit and pending the suit, she died. On her death, her only legal heir namely,



Mr.G.Rajendran, the 3rd respondent in this second appeal, has been added as the 3rd defendant. The 3rd respondent who is representing the estate of late P.Kannammal, has declared and confirmed as above and has signed this Joint Compromise Memo.

6. The respondents in this second appeal hereby declare and confirm that the registered sale deeds exhibit A-1, A-2, A-3, A-4, A-5 and A-6 in O.S.No.1106 of 2003 on the file of IV Assistant Judge, City Civil Court at Chennai, executed by the 1st appellant as power agent of the 1st and 2nd defendants, it true, valid and binding on the respondents and heir legal heirs.

7. The respondents hereby declare and confirm that the appellants and / or their agents will be entitled to deal with the schedule mentioned property in any manner they like. The respondents have absolutely no right to interfere with the same and will not interfere with the same in any manner whatsoever.

8. Each party to bear their respective costs.

9. The terms of this Joint Compromise Memo has been read over and explained to all the parties in Tamil and the parties have clearly understood all of the terms of this Joint Compromise Memo. The parties have signed this Joint Compromise Memo on this 15th day of December 2022, before the Commissioner of Oaths at Chennai. The 2nd respondent Mrs.Muniammal



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has put her left-hand thumb impression in presence of Commissioner of Oaths and she has been identified by Advocates Mr.R.V.Babu and Mr.A.Manojkumar and the 3rd respondent has signed in the presence of the Commissioner of Oaths.”

3. In view of the amicable settlement arrived at between the parties, whatever original documents filed along with the plaint are ordered to be returned herewith. Further, along with the second appeal, the appellants had filed an application in CMP.No.7281 of 2022 to receive the additional documents. In view of the compromise entered into between the parties, Registry is directed to return the original documents, viz., those filed along with the plaint as well as those documents filed before this Court, if the same is available with the Registry.

4. In view of the compromise entered into between the parties, this Second Appeal stands disposed of, on the terms as agreed between the parties. The joint compromise memo dated 15.12.2022 shall form part of the decree. No costs consequently, connected miscellaneous petition is closed.

19.12.2022

Speaking/Non-speaking order

Index : Yes/No

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Note : Issue order copy on 22.12.2022.



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G.K.ILANTHIRAIYAN.J.

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To

1. The XVII Additional City Civil Court,
Chennai.
2. The IV Assistant City Civil Court, Chennai.

CRP.No.134 of 2022

19.12.2022