



BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED : 22.07.2022

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CORAM :

THE HONOURABLE MR.JUSTICE P.VELMURUGAN

A.S(MD)No.35 of 2013

and

M.P(MD)No.1 of 2013

Balasubramanian

... Appellant/5th Defendant

vs.

1. A.Ram Sakthi

2. Vaaniga

3. Ayyar Thevar

4. Panjammal

5. Saraswathi

6. Pinniammal

... Respondents 1 & 2/Plaintiffs 1 & 2

... Respondents 3 to 6/Defendants 1 to 4

Appeal Suit filed under Order 41, Rules 1 & 2, Sections 96 and 151 of the Civil Procedure Code, against the judgment and decree dated 14.03.2012 in O.S.No.58 of 2010 on the file of the Additional District Judge (Fast Track Court), Dindigul.

For Appellant
For R1 & R2

: Mr.F.X.Eugene
: Mr.R.Ramadurai

JUDGMENT

The respondents 1 and 2 as plaintiffs filed O.S.No.58 of 2010 on the file of the Additional District Judge (Fast Track Court), Dindigul,



against the appellant/D2 and respondents 3 to 6/D1 for the relief of partition. After trial, the trial Court passed the preliminary decree for partition and also granted declaration by judgment and decree dated 14.03.2012. Challenging the said judgment and decree, the 5th defendant has filed this appeal.

2. The respondents 1 and 2/plaintiffs are only the contesting respondents and the other respondents are formal parties. Now the appellant and the contesting respondents 1 and 2 entered into a joint memo of compromise and filed a compromise memo. The terms of compromise are as follows:-

"1. The 1st respondent (Ram Sakthi) herein received Rs. 4,50,000/- (Rupees Four Lakhs Fifty Thousand only) vide D.D.No.716234 of KVB Bank Dindigul Branch dated 13.07.2022 by demand draft drawn in favour of the 1st respondent.

2. The 2nd respondent (Vaaniga) herein received Rs. 4,50,000/- (Rupees Four Lakhs Fifty Thousand only) vide DD No.716233 of KVB Bank Dindigul Branch dated 13.07.2022 by demand draft drawn in favour of the 2nd respondent.

3. Therefore both the 1st and 2nd respondents/plaintiffs have lost their rights in the suit schedule property. They are in the suit schedule property relinquishing all their rights.

4. And this appellant, 5th defendant in the suit would



become the absolute owner of the suit schedule property. The compromise is made between this appellant and 1st and 2nd respondents, wholeheartedly, without any coercion and undue influence, by anybody else and knowingly and voluntarily the compromise is made. The compromise decree is made accordingly. The decree and the judgment in O.S.No.58/2010 (The Additional District Judge's Court, Dindigul) dated 14.03.2012 could be set aside."

3. In view of the above, the Appeal Suit is allowed in terms of the compromise memo and the judgment and decree dated 14.03.2012 in O.S.No.58 of 2010 on the file of the Additional District Judge (Fast Track Court), Dindigul, are set aside. The compromise memo shall form part of the decree. No costs. Consequently, connected miscellaneous petition is closed.

bala

22.07.2022

Index : Yes / No

Internet : Yes

To

The Additional District Judge,
Fast Track Court,
Dindigul.



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A.S(MD)No.35



P.VELMURUGAN, J.

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JUDGMENT MADE IN
A.S(MD)No.35 of 2013
DATED : 22.07.2022