



BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT, MADURAI
(CIVIL APPELLATE JURISDICTION)

MONDAY, THE TWENTY FIFTH DAY OF APRIL TWO THOUSAND AND TWENTY TWO
PRESENT

THE HONOURABLE MR. JUSTICE G.R. SWAMINATHAN

SA(MD) . NO.423 OF 2010

WEB COPY

1. PADMAVATHI NALLAMUTHU (DIED) ... Appellant/Appellant/Plainiff
2. NALLAMUTHU
3. NIRMANAN NALLAMUTHU
4. LAKSHMI VENKATESHWARI
5. VISHALAKSHI ... Appellants 2 to 5/
Lrs of the deceased/Sole Appellant

(Appellants 2 to 5 are brought on record as Lrs of
the deceased Sole Appellant vide order dated 10.03.2016
made in M.P(MD) No.1 of 2015 in SA(MD)No.423 of 2010)

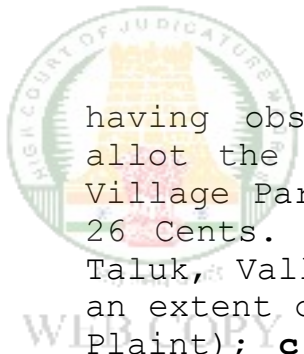
Vs.

1. MALAIYARASI
2. NAMBI RAJAN
3. SUBRAMANIAN
4. NADARAJAN ... Respondents/Respondents/Defendants

Prayer :-

This Second Appeal filed under Section 100 of Code of Civil Procedure, preferred against the judgment and decree of the Principal District Judge, Tirunelveli dated 10.11.2009 made in A.S. No.31 of 2007, confirming the judgment and decree dated 17.07.2006 and made in O.S. No.208 of 2004 on the file of the II Additional Subordinate Court, Tirunelveli.

ORDER: This Appeal coming upon for hearing on this day of Mr.M.Vallinayagam, Senior Counsel for M/s.S.R.A.Ramachandran, Advocate for the Appellants, and of Mr.T.R.Rajagopalan, Senior Counsel for M/s M.P.Senthil, Advocate for the Respondents herein, and the parties herein having settled their differences and have arrived at amicable settlement after taking into consideration of their relationship and after various rounds of deliberations, and entered into a Joint Compromise Memo between themselves through their respective Counsels and having presented the said Joint Compromise Memo before this Court on 18.03.2022 and this Court having been observed that the Second Appellant has signed in the said Joint Compromise Mon on his behalf and on behalf of the other Appellants since the other Appellants are residing in Australia, Chennai and Mumbai, and likewise, the second Respondent herein has also signed on his behalf and on behalf of the other respondents, since they are residing at Mumbai, and the respective counsel for the parties herein have also signed in the Joint Compromise Memo,



having observed that the Respondents/Defendants have agreed to allot the properties viz. **a.** In Radhapuram Taluk, North Valliyoor Village Part II Iyan Nanjai bearing Survey No.1405/3 to an extent of 26 Cents. (Item-3 of Schedule-II of the Complaint); **b.** In Radhapuram Taluk, Valliyoor Village in EB Colony, bearing Survey No.1704/1 to an extent of 68 Cents along with common pathway. (Schedule-IX of the Complaint); **c.** House property in Radhapuram taluk, Valliyoor village, Yadavar North Car Street house bearing door No.48/19. (Schedule-X of the Complaint), to the Appellants, as mentioned in the said Joint Compromise Memo, for which the Appellants having agreed to accept and take the properties allotted to them and having observed that the Appellants herein undertake that they will not claim any other right in respect of remaining properties, which are the subject matter in the above suit or Appeal, and upon perusing the Memorandum of grounds of Appeal, the judgments and decree of the Court of First instance and the Lower Appellate Court, upon perusing the material papers available in the case, and upon perusing the joint Compromised Memo dated 18.03.2022, this Court while disposing of the Second Appeal in terms of the said Joint Compromise Memo dated 18.03.2022, doth order and decree as follows:

1. That both the judgment and decree dated 10.11.2009 made in A.S. No.31 of 2007 on the file of the Principal District Court, Tirunelveli and the judgment and decree dated 17.07.2006 made in O.S. No.208 of 2004 on the file of the II Additional Subordinate Court, Tirunelveli be and are hereby set aside;

2. That the Appellants herein be and are hereby agreed to accept the properties, towards their shares, allotted by the Respondents, as referred in above-said the Joint Compromise Memo dated 18.03.2022 and the Appellants shall not claim any other right in respect of remaining properties, which are the subject matter in the above Appeal/Suit;

3. That both the parties herein shall enter into Partition-cum-release Deed on the basis of the above settlement and the same shall be registered;

4. And that there be no costs in this Second Appeal.

Sd/-

Assistant Registrar (CS-III)

// True Copy //

/ /2022

Sub Assistant Registrar(CS)

ENCL:Xerox Copy of Schedule of Property and Joint Compromise Memo

<https://hcservices.ecourts.gov.in/hcservices/>



TO

1. The Principal District Judge,
Tirunelveli.
2. The II Additional Subordinate Judge,
Tirunelveli.

Copy to:

The Section Officer,
Vernacular Records,
Madurai Bench of Madras High Court,
Madurai (2 COPIES)

+1 CC to M/s.S.R.A.RAMACHANDAN, Advocate (SR-21082[F]
dated 26/04/2022)

ORDER DATED : 25/04/2022

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DECREE

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SA(MD) . No.423 of 2010

Nature of Decree: Disposing of the Second Appeal in terms of the Joint Compromise Memo, preferred against the judgment and decree of the Principal District Court, Tirunelveli dated 10.11.2009 made in A.S. No.31 of 2007, confirming the judgment and decree dated 17.07.2006 and made in O.S. No.208 of 2004 on the file of the II Additional Subordinate Court, Tirunelveli and giving directions etc. as stated within.

DKS (CO)
GC(14.06.2022) 3P 6C