



C.S. No.1003 of 2005

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 23.06.2023

CORAM

THE HONOURABLE Ms. JUSTICE R.N.MANJULA

C.S. No.1003 of 2005

1. Ravi Krishna (deceased)
2. Rajeev Krishna
Rep. by his Power Agent
Rohit Krishna
3. Rohit Krishna
4. Pramila Rani (deceased)
5. Sunita Agarwal
6. Sankalp Agarwal
7. Nuti Agarwal

... Plaintiffs

(Plaintiff 5 to 7 are brought on record as legal heirs of the deceased 1st plaintiff as per order dated 01.06.2023 in A.No.2130 of 2023)

Vs.

1. Arun Krishna Agarwal (deceased)
2. Dhruv Krishna Agarwal (deceased)
3. Arvind Krishna Agarwal
4. Brijmani Devi (deceased)
5. Veena Agarwal
6. Madhu Agarwal
7. Akshat Agarwal
8. Siddharth Agarwal
9. Siddhi Agarwal

... Defendants

(Defendants 6 to 9 are brought on record as legal heirs of the deceased 1st defendant and defendants 8 and 9 are brought on record as legal heirs of deceased second defendant as per the order dated 01.06.2023 in A.No.2130 to 2138 of 2023)



WEB COPY

Civil Suit is filed under Order IV Rule 1 C.P.C. of O.S.Rules read with Order VII Rule 1 C.P.C. to pass a judgment and decree against the defendants:

i) directing the defendants to execute the sale of the G schedule property in favour of the plaintiffs for the relief of specific performance, under the terms of Clause 12(f) of the Family Arrangement daed 18.09.2002 after receiving the sale consideration of Rs.30,00,000/- and on the failure of the defendants to do so, order execution of the sale deed of the G Schedule property in favour of the plaintiffs;

ii) directing the defendants to pay to the plaintiffs a sum of Rs.2,00,000/- for the specific performance of Clause 12 (c) of the Family Arrangement dated 18.09.2002 in respect of the D schedule property;

iii) for mandatory injunction directing the defendants to act as per the Family Arrangement dated 18.09.2002 in respect of Clause 12 (d) of the A schedule property and jointly sell the same and appropriate the proceeds as per the terms of the Family Arrangement.

iv) for the mandatory injunction directing the defendants to act as per the Family Arrangement dated 18.09.2002 in respect of Clause 12 (e) of the “E & F” Schedule property and jointly sell the same and appropriate the



proceeds as per the terms of the Family Arrangement.

v) for the mandatory injunction directing the defendants to act as per the Family Arrangement dated 18.09.2002 in respect of Clause 12(a) & 12(b) of the B & C Schedule property and act as per the terms of the Family Arrangement.

vi) for the mandatory injunction directing the defendants to withdraw the E.P.No.1670 of 1992 pending on the file of the Hon'ble XI Assistant City Civil Court at Chennai in terms of Clause 12 of the Family Arrangement dated 18.09.2005 and on the failure of the defendants to withdraw the E.P.No.1670 of 1992, direct the dismissal of the E.P.No.1670 of 1992.

vii) for the mandatory injunction directing the defendants to act as per Clause 7 of the Family Arrangement dated 18.09.2002 and release the properties of late Bhagwandas Agarwal in favour of the plaintiffs.

viii) directing the defendants to pay costs of the suit to the plaintiffs.

For Plaintiffs : Mr.S.Parthasarathy,
Senior Counsel
for M/s.Sarvabhauman Associates

For Defendants : Mr.B.Suresh for D1 to D3 & D5



JUDGMENT

This matter is listed today under the caption “For reporting settlement”.

2. The second plaintiff and sixth defendant appeared through Video Conference and they were identified by their respective counsels. Rest of the plaintiffs and the defendants are present today.

3. A copy of the Memorandum of Family Arrangement dated 27.08.2021 is filed. The parties are aware of the new Memorandum of Family Arrangement dated 27.08.2021 entered into between themselves and they have stated that they have affixed their signature by knowing fully well its contents and its terms.

4. The Memorandum of Family Arrangement dated 27.08.2021 is recorded. In view of the said Memorandum of Family Arrangement, the Civil Suit is disposed as settled in terms of the Memorandum of Family Arrangement dated 27.08.2021. No costs. Section II and III of the Memorandum of Family Arrangement which contains the terms of the agreement and terms of execution shall form part of the decree.



WEB COPY

5. The learned counsel for the plaintiffs submitted that in view of the compromise entered into between the parties, the Execution Petition in E.P.No.1670 of 1992 pending on the file the IX Assistant City Civil Court , Chennai, will get terminated.

6. Considering the submission made by the learned counsel for the plaintiffs, the learned Judge, IX Assistant City Civil Court, Chennai, is directed to pass suitable orders in this regard. Registry shall send back the records relating to E.P.No.1670 of 1992 to the IX Assistant City Civil Court, Chennai, if any, forthwith.

23.06.2023

Index : Yes/No
Speaking Order : Yes / No
bkn

Copy to:
The Judge, IX Assistant City Civil Court,
Chennai



WEB COPY



C.S. No.1003 of 2005

R.N.MANJULA, J.,

bkn

C.S. No.1003 of 2005

23.06.2023