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C.R.P.No.300 of 2



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 07.02.2023

CORAM

THE HONOURABLE MR.JUSTICE S.M.SUBRAMANIAM

C.R.P.No.300 of 2023

1.M/s.Mahindra World City Developers Limited,
Mahindra Towers, No.17/18,
Pattullous Road, Chennai – 600 002.

2.M/s.Mahindra Industrial Park Chennai Limited,
Mahindra Towers, No.17/18,
Pattullous Road, Chennai – 600 002.

... Petitioners

Vs.

1.Mrs.Malleshwari

2.Mrs.Mala

3.Mrs.Ashoka

4.Mr.Sampath

5.Mrs.K.Mohana

6.Mr.Sivaraman

7.Mrs.Sheela

8.Mrs.Seetha

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9.Mr.B.Ramachandran

10.The Sub Registrar,
Gummidipoondi SRO,
GRC Complex, GNT Road,
Chennai – 600 002.

11.The Thasildar, Gummidipoondi Taluk,
Gummidipoondi, Tiruvallur.

... Respondents

Prayer: Civil Revision Petition is filed under Article 227 of the Constitution of India, praying to issue appropriate directions to the IVth Additional Judge at Ponneri to emergently pass order in IA SR No.416 of 2023 and record the compromise in O.S.No.553 of 2022 before the IVth Additional Judge at Ponneri and passing a partial judgment and decree.

For Petitioners : Mr.Srinath Sridevan
Senior Counsel
For Mr.K.Harishankar

For R1 to R3 : Mr.S.Ashok Kumar

ORDER

The Civil Revision Petition has been filed under Article 227 of the Constitution of India to issue appropriate direction to the IVth Additional Court, Ponneri to pass an order in IA SR No.416 of 2023 and record the compromise in O.S.No.553 of 2022.



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2. The learned Senior counsel appearing on behalf of the revision petitioners mainly contended that the learned IVth Additional Judge at Ponneri is continuously not sitting on account of leave. No in-charge Judge has been posted to call the urgent cases pending before the IVth Additional Court at Ponneri.

3. The learned Senior counsel appearing on behalf of the revision petitioners contended that huge amount has been invested by the revision petitioners and the issues are compromised between the parties and delay in recording the compromise would cause prejudice to their interest as the plaintiffs in the suit instituted in O.S.No.553 of 2022 had already received the Gift Deed executed by the revision petitioners in Document No.589 of 2023 on the file of the Sub-Registrar, Gummidipoondi.

4. When the revision petitioners had already executed Gift Deed in favour of the plaintiffs, any delay would cause unnecessary complications between the parties and thus, the revision petitioners have chosen to file the



present revision petition for the purpose of issuing direction to the IVth Additional Judge at Ponneri to record compromise.

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5. This Court thought fit to direct the parties to be present for the purpose of recording compromise, since issuing a direction again would cause further delay and more so, the grievance of revision petitioners is that the compromise is to be recorded as the parties had already agreed the terms and conditions and more so, the documents are also registered in favour of the plaintiffs.

6. Taking note of the facts and circumstances, this Court thought fit that the compromise is to be recorded before this Court by invoking the powers under Article 226 of the Constitution of India, since the learned Judge in that particular Court is on leave for a continuous period. The memo of compromise entered into between the plaintiffs and the defendants 7 and 8 in O.S.No.553 of 2022 is recorded as under:



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**MEMO OF COMPROMISE ENTERED BETWEEN THE PLAINTIFFS AND
THE DEFENDANT NOS. 7 & 8**

The Parties state as follows:

1. The Plaintiffs have filed the above suit seeking a 3/5th share in the properties more fully described in Schedule A below. Having regard to the urgency of its need the 7th and 8th Defendants have come forward to settle the Plaintiff's claim to buy peace and avoid litigation.
2. After several rounds of discussions in the presence of mediators and well-wishers, the parties have agreed as under:
 - i. The Plaintiffs affirm the title of the 7th and 8th Defendants in respect of the properties comprised in Schedule A below which is part of the Suit schedule Property and accordingly affirm the validity of the Release Deed dated 01.07.2011 (Doc. No. 2815 of 2011) SRO of Gummidipoondi; Sale Deed dated 07.08.2011 (Doc. No. 3676 of 2011) SRO of Gummidipoondi; Exchange Deed dated

For Mahindra World City Developers Limited

Authorized Signatory

For Mahindra Industrial Park Chennai Limited

Authorized Signatory

R. Sridharan
K. Malai

V. ASOKA



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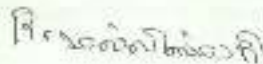


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26.12.2018 (Doc. No. 1668 of 2019) SRO of Gummidipoondi and Sale Deed dated 09.10.2019 (Doc. No. 4664 of 2019) SRO of Gummidipoondi, Sale Deed dated 25.11.1993 (Doc. No. 2052 of 1993) SRO of Gummidipoondi, Sale Deed dated 19.11.1998 (Doc. No. 2008 of 1998) SRO of Gummidipoondi, Sale Deed dated 28.06.2022 (Doc. No. 3755 of 2022) SRO of Gummidipoondi and Sale Deed dated 22.07.2022 (Doc. No. 4250 of 2022) SRO of Gummidipoondi to the extent of Schedule A properties and ratify the same.

- ii. It is agreed that the 7th and 8th Defendant be declared as absolute owners of the Schedule A properties, which correlate to Item 2(Part), Item 6, Item 7, Item 8, Item 9, Item 10, Item 14, and Item 24 of the Suit Schedule.
- iii. The Plaintiffs therefore agreed that in the light of this Memorandum of Compromise, all claims of the Plaintiffs against Defendants 7 and 8, including in relation to the Schedule A Properties which are Items 2 (part), 6, 7, 8, 9, 10, 14, and 24 of the Suit Schedule, shall stand dismissed, and Defendants title thereto be declared.

Wherefore it is prayed that this Hon'ble Court be pleased to record the present Memorandum of Compromise and pass a Decree in terms hereof and thus render justice.



Dated at Ponneri this the 2nd February 2023.

PLAINTIFFS

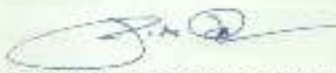
For Mahindra World City Developers Limited


Authorized Signatory

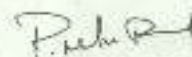
For Mahindra Industrial Park Developers Limited

DEFENDANTS 7 & 8


Authorized Signatory



COUNSEL FOR THE PLAINTIFFS



COUNSEL FOR THE
DEFENDANTS 7 & 8



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SCHEDULE A

[Properties of Defendant Nos. 7 & 8 covered in the suit schedule]

Schedule property of piece and parcels of land situated in No. 82, Peruvoyal Village, Gummidipoondi Taluk, Tiruvallur District, measuring total extent of Acres 1.92 Cents in following survey numbers, situated within the Sub- Registration District of Gummidipoondi and Registration District of Thiruvallur.

S.No.	Survey No.	Acres/ Cents	Relevant Item of the Plaint Schedule
1	118/1AA	0.10	Item 2
2	120/1	0.17	Item 6
3	120/2	0.16	Item 7
4	120/3	0.14	Item 8
5	120/4	0.16	Item 9
6	120/5	0.36	Item 10
7	150/1	0.57	Item 14
8	152/7	0.26	Item 24
	Total	1.92	

R. S. K. K. K.
K. Mala

PLAINTIFFS

For Mahindra World City Developers Limited

Authorized Signatory

For Mahindra Industrial Park Chennai Limited

DEFENDANTS 7 & 8

Authorized Signatory

COUNSEL FOR THE PLAINTIFFS

COUNSEL FOR THE DEFENDANTS 7 & 8



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7. Three plaintiffs namely Smt.Malleswari, Smt.Mala, Smt.Ashoka are present before this Court today and affirmed the compromise.

8. The learned counsel appearing on behalf of the plaintiffs also reiterated that the Gift Deed executed by the revision petitioners have already been received.

9. That being the factum, the Suit instituted in O.S.No.553 of 2022 stands disposed of between the plaintiffs and the revision petitioners / defendants 7 and 8 in O.S.No.553 of 2022 in terms of the memo of compromise entered between the parties on 2nd February 2023.

10. Accordingly, this Civil Revision Petition stands disposed of. No costs.

07.02.2023

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Index : Yes
Speaking order
Neutral Citation : Yes



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To

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The IV Additional Judge,
Ponneri.



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S.M.SUBRAMANIAM, J.

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