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S.A.No.421 of 2023

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 07.08.2023

CORAM

THE HON'BLE MR. JUSTICE **A.D.JAGADISH CHANDIRA**

S.A.No.421 of 2023
and C.M.P.Nos.12834 & 17351 of 2023

1.S.Jothilakshmi @ Jothi

2.M.H.Samir

... Appellants

Vs.

1.Fathima Taslim

2.Dr.S.K.Hassan Basha

3.Y.Soosai Fidelise

4.M.Suresh

... Respondents

PRAYER: Second Appeal filed under Section 100 of C.P.C., against the judgement and decree made in A.S.No.46 of 2018 on the file of the learned Principal District Judge, Chengelpet dated 19.01.2023 by dismissing the appeal and confirming judgement and decree made in O.S.No.301 of 2012 on the file of the learned Sub Judge, Tambaram dated 31.10.2018.

For Appellants : Mrs.R.Thenmozhi

For Respondents : Mr.Adinarayana Rao

Counsel for Caveator



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JUDGMENT

This Second Appeal has been filed against the Judgement and Decree made in A.S.No.46 of 2018 on the file of the learned Principal District Judge, Chengalpet dated 19.01.2023, dismissing the appeal and confirming the Judgement and Decree in O.S.No.301 of 2012 on the file of the learned Sub Judge, Tambaram dated 31.10.2018.

2. During the earlier hearings, the learned counsels suggested that the parties would attempt to settle the matter amicably between them. Based on the suggestions, the parties discussed among themselves and they have arrived at settlement out of Court and settlement shows that the parties have compromised and settled the disputes amicably between them and a memo of compromise dated 07.08.2023 has been filed before this Court.

3. For better appreciation the relevant contents of the memo of compromise dated 07.08.2023 is extracted hereunder:-

*“The 1” Appellant is S.Jothilakshmi @Jothi,
D/o.A.Subramanian, Wo.M.H.Samir, Hindu,
aged...years, residing at No.3, Senthil Murugan Street,
Srinivasa Nagar, Peerkankaranai, New*



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Perungulathur, Chennai-600 063.

1.a) The 2nd Appellant is M.H.Samir, S/o.Moahmmed Hanifa, Muslim, aged...years, residing at No.3. Senthil Murugan Street, Srinivasa Nagar,Peerkankaranai, New Perungulathur, Chennai-600 063., herein after called party of the first part;

2). The 1st Respondent is Mrs.Fathima Taslim, W/o Mr.S.K.Hussan Basha Muslim, aged 52 years, residing at No.11, Sivshanmugham Street, Tambaram, Chennai- 600 045.

2a. The 2 Respondent is Dr.S.K.Hassan Basha, S/o Khaja Mohideen, Muslim, aged 64 years, residing at No.11. Sivshanmugham Street, Tambaram, Chennai- 600 045., hereinafter called party of the second part;

3. The terms and expressions "PARTY OF FIRST PART" AND "PARTY OF THE SECOND PART" unless repugnant to the contexts wherever the contexts so require or admit or permit and wherever the contexts may occur in these presents shall similarly mean and include all the parties herein, their respective heirs, Legal Representatives, Successors, Agents, Nominees, Administrators, Executors and Assigns WITNESSETH;



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4. The party of first part filed the above second Appeal No.421 of 2023 against the party of the second part to set aside the Judgment and Decree made in A.S.No.46 of 2018 on the file of the Learned Principal District Judge, Chengelpet dated 19.01.2023. when the matter came up for admission, the Hon'ble court suggested both the parties to come for compromise after speaking with the respective parties and hence there was a compromise arrived in the following terms and conditions.

A. The party of the FIRST PART has agreed to receive an sum of Rs. 12,00,000/-(Rupees Twelve Lakhs) towards full and final settlement towards Suit Schedule Mentioned Property and the Party of the second Part has Paid the same by way of cash Today and the receipt of the is also Acknowledged by the Party of the First Part Appellants.

B. The party of the first part undertakes not proceed with the criminal case in C.C.No.-9 of 2019 on the file of judicial magistrate, Tambaram will co-operate for quashing the charge sheet or to withdraw or to close the case against the Party of the second Part and others and give quietus to the entire issues.



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C. The party of the first part hereby declare that, they will not claim any money or suit schedule property i.e., Plot No-2, Measuring 1488 sqft and Plot No-3, measuring 1364 sqft, totally measuring 2852 sqft, comprised in Survey No- 381, sub-divided as Survey No- 381/1 Part, No-29, Mudichur Village, Tambaram Taluk, Chengalpet District, in future against the party of the second part and also confirm that they have no claim against Party of the Second Part whatsoever.

D. The party of the second part also confirms that, they have no claim against Party of the First Part/Appellants and all issues remain settled once and for all.

E. The party of the first part further agreed that they will not Disturb or Trouble or initiate any proceedings in near future against the party of the second part OR the Brokers who facilitated for sale and purchase of the Property since All the issues remain settled amicably.

F. The above compromise has been arrived out of consent, free will and not out of any force, inducement or coercion and only to purchase peace.



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G. Both The parties consent and agree for Disposal of the above second appeal based on the above terms of compromise.

Dated at Chennai that the 7 day of August 2023”

4. The learned counsel for the appellants would submit that in view of the compromise, the appellants have received an amount of Rs.12 lakhs towards full and final settlement in respect of the dispute/suit schedule property and the appellants have no claim whatsoever as against the property. The appellants have also agreed to co-operate for quashing of the proceedings pending against the respondents and others in respect of CC.No.9 of 2019 on the file of the Judicial Magistrate, Tambaram.

5. The learned counsel would reiterate that the appellants have no claim whatsoever in respect of suit schedule property in *Plot No-2, Measuring 1488 sqft and Plot No-3, measuring 1364 sqft, totally measuring 2852 sqft, comprised in Survey No- 381, sub-divided as Survey No- 381/1 Part, No-29, Mudichur Village, Tambaram Taluk, Chengalpet District.* She would submit that appeal may be disposed of and the Judgement and Decree



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passed by both the Courts below may be confirmed.

6. Mr.Adinarayana Rao, learned counsel appearing for the respondent would submit that in view of the compromise, the respondent have paid an amount of Rs.12 lakhs towards full and final settlement. He would submit that the respondents are in possession of the property and all the original documents are also with the custody of the respondents.

7. Both the appellants and respondents are present before this Court, this Court also enquired them and confirmed that the matter has been compromised between them and the appellants also admitted to having received a sum of Rs.12,00,000/- (Rupees Twelve Lakhs only) towards full and final settlement and that they have no claim whatsoever in respect of the disputed property/suit schedule property.

8. In view of the above, the second appeal is disposed of on the terms of the memo of compromise dated 07.08.2023 and the Judgement and Decree passed by the Courts below stands confirmed. Consequently connected miscellaneous petitions are closed. The memo of compromise dated



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07.08.2023 shall form part of the Judgment and Decree. No costs.

07.08.2023

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Index : Yes / No

Speaking / Non-speaking

Neutral Citation : Yes / No

To

The Section Officer, VR Section, High Court of Madras.

A.D.JAGADISH CHANDIRA.,J.

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