



A.S. No. 299 of 2022

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 02.03.2023

CORAM

THE HON'BLE MR.JUSTICE S. VAIDYANATHAN

AND

THE HON'BLE MRS. JUSTICE R. KALAIMATHI

A.S. No.299 of 2022

&

C.M.P. Nos. 11070 & 17045 of 2022

Smt.P. Udayasundari

..Appellant

Vs.

1. G. Jayalakshmi

2. P. Saravanan

(Set ex parte in Lower Court. Hence,
there is no need of batta)

3. The Sub Registrar,
Neelankarai.

..Respondents

Prayer: Appeal Suit as against the judgment and decree dated
27.02.2020 passed in O.S. No. 298 of 2014 by the Additional District and
Sessions Judge, Chengalpattu.



WEB COPY



A.S. No. 299 of 2022

For Appellant :: Mr.C.B. Santhosh Kumar
For Respondents :: Mr.N. Sivaprakash for R1
R2 Exparte
Mr.T. Chandrasekaran
Special Govt. Pleader for R3

JUDGMENT

S. VAIDYANATHAN,J.

AND

R. KALAIMATHI,J.

When the matter is taken up, a memo of compromise dated 02.03.2023 duly signed by the appellant and her counsel; 1st respondent and her counsel is filed evidencing a complete settlement of the dispute involved in the appeal. A scanned copy of the memo of compromise is reproduced here:



WEB COPY



A.S. No. 299 of 2022

The Appellant aggrieved from order of the preliminary decree passed in O.S. No. 298 of 2014 on the file of Addl. District Judge Chengalpattu preferred a Memorandum Regular appeal before the Hon'ble High Court of Judicature at Madras in A.S. No. 299 of 2022 and the Hon'ble Court was pleased to stay passing final decree alone and permitted the other proceeding as per Order in CM.P. No. 11070 of 2022.

At the instance of well wishers of both Appellant and 1st Respondent who are mother and daughter in relationship and in order to maintain and preserve harmony in relationship and to settle the disputed matter between themselves amicably have arrived at a Compromise. The Appellant and 1st Respondent therefore respectfully pray that this Hon'ble Court may pleased to pass a Judgement and Decree on the following compromise Memo.

1. The 1st Respondent hereby agrees that the plaint schedule property was owned by appellant and she having obtained the

K. Nagar Sombi

Er. Jayalekshmi



A.S. No. 299 of 2022

WEB COPY

:: 3 ::

same under registered sale deed executed by University of Madras vide Doc. No. 1433 of 1992 on the file of SRO Adayar in favour Appellant and the 1st Respondent hereby ratify and confirm the Sale Deed as the absolute property of Appellant.

2. The 1st respondent hereby agrees, ratify and admit that the settlement deed executed on 9th May 2010 by Appellant in favour of 2nd respondent registered as Document No. 2437 of 2010 on the file of SRO Neelankarai. The 2nd respondent had become the absolute owner of the suit scheduled property and the 1st respondent has no right or claim whatsoever in the property settled by appellant to 2nd respondent.

3. Since the 1st respondent relinquishes her right in the plaint schedule property, to settle the dispute amicably between the Appellant and 1st respondent and to preserve the dignity of family and long standing relationship, the appellant hereby agrees to pay a sum of Rs.60,00,000/- (Rupees Sixty lakhs) to the 1st respondent by way of Demand Draft / Banker cheque in name of 1st respondent towards full and final settlement towards the 1st respondent claims in the plaint schedule property in the following manner and the 1st respondent also agreed for the same :-

- a) The Appellant hereby agrees to pay Rs. 30,00,000/- (Rupees Thirty lakhs) during the 1st week of April 2023 by way Demand Draft / Banker's cheque as First instalment in the name of the 1st Respondent and the

K. Aditya Senthil

Cr. Jayalalitha



A.S. No. 299 of 2022

WEB COPY

:: 4 ::

1st respondent agreed to receive and acknowledge the receipt in the event of payment made and received.

- b) The Appellant hereby agree to pay full and final payment of Settlement amount of Rs. 30,00,000/- (Rupees Thirty lakhs only) to 1st respondent in second instalment on or before 30.09.2023 and the 1st respondent thereby acknowledge the receipt of Rs. 60,00,000/- (Rupees Sixty lakhs only) as total settlement amount received by way of full settlement/ quit of the 1st respondent claim in the suit schedule property and the 1st respondent means and include the said 1st respondent (her heirs executor and any person or persons claiming through her), have no claim hereafter and relinquish all her claims against Appellant and 2nd Respondent.

4. The 1st respondent and her legal representative nominee or any person claiming through her are not in possession of any original document or duplicate copy of the document pertaining to the suit schedule property.

5. The 1st respondent herein agrees and confirm that the 1st respondent and her legal heirs, have no further claims or any share or right whatsoever in the plaint schedule property and accept and acknowledge that the Appellant is the lawful owner of the plaint schedule property by virtue of sale deed vide Doc. No. 1433 of 1992 on the file of SRO Adayar and subsequent to the execution of the Settlement Deed vide Doc. No. 2437 of

K. Arun Kumar Sankar

Dr. Jayalalitha



A.S. No. 299 of 2022

WEB COPY

.. 5 ..

2010 in favour of 2nd respondent, the 2nd respondent is the owner of the Suit Schedule Property.

The Appellant and the 1st respondent herein respectfully prays that this Hon'ble Court may be pleased to set aside the preliminary decree passed in O.S. No. 298 of 2014 by the Hon'ble Additional District Judge at Chengalpattu and pleased to record this Memo of Compromise and to dispose the above appeal in terms of compromise accordingly and thus render justice.

Dated at Chennai on this the 2nd day of March 2023.

K. Udaya Sundari

Appellant

C. Jayalakshmi

1st Respondent

C. B. Subramanian

Counsel for Appellant

A. Ramesh

Counsel for 1st Respondent



A.S. No. 299 of 2022

2. The memo of compromise dated 02.03.2023 is hereby recorded. In view of the compromise entered into, the preliminary decree dated 27.02.2020 passed in O.S. No. 298 of 2014 by the learned Additional District Judge at Chengapattu is set aside. The appeal stands disposed of in terms of the memo of compromise. The memo of compromise shall form part of the decree. Parties are entitled to refund of court-fee as admissible under the Rules.

3. It is made clear that in case of any default in any one of the conditions in paragraph No.3 of the memo of compromise dated 27.02.2020, it is open to the aggrieved party to re-open the appeal suit. No costs. Connected C.M.P. is closed.

nv

(S.V.N.J.) (R.K.M.J.)
02.03.2023

TO

The Sub Registrar,
Neelankarai.



WEB COPY



A.S. No. 299 of 2022

S. VAIDYANATHAN,J.

AND

R. KALAIMATHI,J.

nv

A.S. No. 299 of 2022

02.03.2023