



A.S.No.126 of 2021

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 16.11.2023

CORAM

THE HONOURABLE Ms. JUSTICE P.T. ASHA

A.S.No.126 of 2021
and
C.M.P.No.7505 of 2021

Uttam Chand

... Appellant

Vs.

1.Mrs.Pista Bai

2.Mrs.Kamala Bai

3.M/s.Jain Terapanth Trust,
Rep. by its Secretary Sri.Gouthamchand Jain,
No.42, Montieth Road, 4th Floor,
Egmore, Chennai - 600008.

4.S.P.Javerilal

5.S.P.Bikham Chand

6.S.P.Suresh Kumar

. . . Respondents



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Prayer:- Appeal is filed under Section 96 of C.P.C to set aside the judgement and decree dated 12.11.2019 passed in O.S.No.1830 of 2014 by the learned XVI Additional Judge, City Civil Court, Chennai.

For Appellant : M/s.M.Kamalakannan

For Respondent : Mr.Ralph V.Manohar [R.1 to R.3]

: Mr.S.Patrich [R.4 to R.6]

JUDGEMENT

The appellant/1st defendant and the 3rd respondent/3rd plaintiff have entered into a compromise which has been reduced into writing in a Memorandum of Compromise dated 31.08.2023. The Memorandum of Compromise is signed by the appellant/1st defendant and the 3rd respondent/3rd plaintiff and also by their respective counsels. Mr.Gouthamchand Jain representing the 3rd respondent/3rd plaintiff and Mr.Uttam Chand, the appellant/1st defendant are present before this Court. The said Memorandum of Compromise dated 31.08.2023 is



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taken on file.

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2. The effect of this compromise is that the 1st defendant in the suit O.S.No.1830 of 2014 recognizes the right of the 3rd plaintiff to a 2/3rd share in the suit schedule property. In clause no. 4 of the memorandum of compromise, the parties have entered into an agreement in and by which they have stated that the appellant/1st defendant would be entitled to a 33.33% of the total super built up area in the residential Apartment complex which is the A schedule property including the undivided share. This clause is opposed to by defendants 2 to 4 who would state that the right of the 1st defendant to the 1/3rd share is on the basis of the settlement deed which has been challenged by them and which is the subject matter of the a suit now pending before the IV Assistant Judge, Civil City Court, Chennai in O.S.No.598 of 2015. They have no objection to the 2/3rd share of the 3rd plaintiff being recognized but would only oppose the 1/3rd share being granted

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exclusively to the 1st defendant.

3. The above Appeal is decreed in terms of the memorandum of compromise dated 31.08.2023. The terms of the Memorandum of Compromise shall form part of the decree, subject to the condition that the 1/3rd share which has now been allotted under the memorandum of compromise to the 1st defendant would be subject to the ultimate result of A.S.No.111 of 2021 and the suit O.S.No.598 of 2015 pending on the file of the IV Assistant City Civil Judge, Chennai. No costs. Consequently, the connected Miscellaneous Petition is closed.

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Index: Yes/No
Speaking order/non-speaking order
Neutral Citation: Yes/No
shr



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To

1. The III Additional District and Sessions Judge, Erode
2. The Section Officer,
V.R.Section,
High Court, Madras.



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P.T.ASHA, J.,

shr

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and
C.M.P.No.7505 of 2021

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