



T.O.S. No.14 of 2014 & Tr.C.S. No.35 of
2023

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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 01.03.2023

CORAM : **JUSTICE N.SESHASAYEE**

T.O.S. No.14 of 2014 and
Tr. C.S. No.35 of 2023

T.O.S. No.14 of 2014

B.Vignesh

... Plaintiff

Vs.

B.Srividhya

... Defendant

Prayer: Testamentary Original Suit filed under Sections 232 and 276 of the Indian Succession Act XXXIX of 1925 for the grant of Letters of Administration.

For Plaintiff

: Mr.Francis Cedric D'Cruz

For Defendants

: Mr.V.Anand

Tr.C.S. No.35 of 2023

(O.S. No.65 of 2011 on the file of Sub Court, Pollachi)

B.Srividhya

... Plaintiff

Vs.



T.O.S. No.14 of 2014 & Tr.C.S. No.35 of 2023

1.Raja Rajeswari

2.Vignesh

... Defendants

Prayer: The Civil Suit has been filed under Order VII Rule 1 CPC praying (a) for a preliminary decree for partition of the suit schedule properties in to three equal shares and allotment of one such share to the plaintiff by metes and bound and put the plaintiff into separate possession thereof; (b) for appointment of an Advocate Commissioner to divide the suit properties into three equal shares by metes and bounds and allotment of one such share to the plaintiff and separate possession and pass a final decree; (c) for a permanent injunction restraining the defendants, their men, agents, servants and anyone claiming through them from alienating or encumbering the plaintiff's share in the suit schedule mentioned properties and (d) for costs of the suit.

For Plaintiffs : Mr.V.Anand

For Defendants : Mr.Francis Cedric D'Cruz

COMMON JUDGMENT

There are two suits. One is a testamentary original suit in T.O.S. No.14 of 2014 for grant of Letters of Administration and the other is a civil suit in Tr. C.S. No.35 of 2023 (transferred from the file of Sub Court, Pollachi in



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O.S. No.65 of 2011) laid for partition and separate possession, wherein the defendants have resisted the suit, based on the Will involved in the testamentary original suit.

2. Be that as it may, the parties have amicably settled the matter and they have also filed a Joint Memo of Compromise duly signed by the parties and their respective counsel. In terms of the compromise, the plaintiff in T.O.S. No.14 of 2014 is giving up his interest under the Will and consequently, the suit in T.O.S. No.14 of 2014 is withdrawn by the plaintiff therein.

3. Turning to Tr.C.S. No.35 of 2023, the same is compromised in terms of the Memo of Compromise. The parties and their counsel appeared before the court and upon interviewing them, this court is satisfied as to the genuineness of the execution of the Compromise Memo and also the legality of the same.



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4. Accordingly Tr.C.S. No.35 of 2023 is decreed, based on the terms of the Joint Memo of Compromise. T.O.S. No.14 of 2014 is dismissed as not pressed. No costs. The Joint Memo of Compromise shall form part of the decree. Registry is required to refund the court fee, if any refundable, as per rules.

01.03.2023

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N.SESHASAYEE, J.

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