



AS No.687 of 2019

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 20-02-2023

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THE HONOURABLE MR. JUSTICE S.M.SUBRAMANIAM

AS No.687 of 2019

And

CMP No.20715 of 2019

1.R.Bhavani
2.Mr.G.Rajendran

.. Appellants

VS.

Mrs.Rukumani

.. Respondent

PRAYER : This Appeal Suit is filed under Section 96 r/w Order XLI, Rule 1 of the Civil Procedure Code against the judgment and decree dated 05.04.2018 passed by the learned IV Additional Judge, City Civil Court at Chennai in OS No.4458 of 2015.



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For Appellants : Mr.S.Thanka Sivan

For Respondent : Mr.R.Dhamodaran

J U D G M E N T

The Appeal Suit has been instituted against the judgment and decree dated 05.04.2018 passed by the learned IV Additional Judge, City Civil Court at Chennai in OS No.4458 of 2015.

2. The learned counsel for the appellants made a submission that the parties to the present Appeal Suit have entered into Settlement and accordingly, compromised the disputes between them. Thus today a Joint Compromise Memo has been filed before this Court in the presence of the appellants and the respondent.

3. When this Court asked the appellants and the respondent, they have stated that they have already compromised the issues as per the terms and conditions stipulated in the Joint Compromise Memo filed by them



before this Court and accordingly, the present Appeal Suit may be disposed of.

4. The Joint Compromise Memo filed by the appellants and the respondent reads as under:-

*“JOINT COMPROMISE FILED BY THE APPELLANTS
AND THE RESPONDENT*

The parties above named jointly represent as follows:-

The first appellant Mrs.R.Bhavani and the respondent Mrs.Rukmani are blood sisters and the suit OS No.4458 of 2015 was filed by the respondent seeking partition of half share in the suit schedule property viz., all that Land and Building measuring 1210 sq. ft., bearing Door No.17, Old No.9, Plot No.399, 35th Street, Ashok Nagar, Chennai-600 083, comprised in T.S.No.150, Blook No.32, Kodambakkam Village, Mambalam-Guindy Taluk, Chennai District.

During the pendency of the above appeal, both parties have decided to amicably settle the dispute



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among themselves on the following terms:-

(1) The first appellant has already settled 663 sq. ft., in the rear side portion (Eastern portion) of the suit schedule property together with the building existing therein and the five feet wide passage on the Southern boundary of the suit schedule property upto the 35th Street, Ashok Nagar, to in favour of her husband the second appellant Mr.G.Rajendran, under Deed of Settlement dated 08.05.2009 registered as Document No.999 of 2009 in Ashok Nagar SRO.

(2) It hereby agreed and confirmed by the appellants and the respondent herein that the second appellant Mr.G.Rajendran shall be absolutely entitled to 663 sq. ft., in the rear side portion (Eastern portion) of the suit schedule property together with the building existing therein and the five feet wide passage on the Southern boundary of the suit schedule property upto the 35th Street, Ashok Nagar.

(3) Further the parties hereto agree that the respondent shall be absolutely entitled to the front portion (Western portion) of the suit schedule property measuring an extent of 444 sq. ft., together



with the shop buildings existing therein.

(4) Further the respondent intends to sell her portion of 444 sq. ft., to third parties and she agrees that she shall pay a sum of Rs.10,00,000/- (Rupees Ten Lakhs only) to her sister, the first appellant immediately while selling her portion of 444 sq. ft., in the suit schedule property.

(5) With the above mutually agreed terms, all disputes relating to the suit schedule property among the appellants and the respondent have been settled and there shall be no further claim whatsoever between the appellants and the respondent, in any manner whatsoever.

(6) Neither the respondent nor her legal heirs shall claim any right or title over the rear side portion of 663 sq. ft., and 5 feet wide passage in the suit property, which is owned by the second appellant and the appellants shall be entitled to enjoy the same with absolute right and title.

In these circumstances, it is prayed that this Hon'ble Court may be pleased to record the above Compromise Memo and decree the suit on the above



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terms and thus render justice.

*Dated at Chennai on this 20th Day of
February, 2023.”*

5. In view of the Joint Compromise Memo entered into between the parties, no further adjudication needs to be undertaken in respect of the grounds raised in the present Appeal Suit.

6. Accordingly, the present Appeal Suit stands disposed of. Consequently, the connected miscellaneous petition is closed. However, there shall be no order as to costs. The terms and conditions stipulated in the above Joint Compromise Memo shall form part and parcel of the decree to be drawn in the present Appeal Suit. The appellants are entitled for refund of Court Fee as per the Rules in force.

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Speaking Order/Non-Speaking Order.

Neutral Citation : Yes/No.

Internet : Yes/No.

Index: Yes/No.

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The IV Additional Judge,
City Civil Court,
Chennai.



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S.M.SUBRAMANIAM, J.

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