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C.S.No.595 of 2009

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated :30.04.2024

CORAM:

THE HON'BLE MR. JUSTICE P.B. BALAJI

C.S.No.595 of 2009
and O.A.No.1130 of 2018

- 1.Mrs.Baghirathi
 - 2.Krishnakumar
 - 3.Krithika
 - 4.Minor K.Hrishikesh
- Represented by natural guardian and
son of Krithika
(4th Plaintiff was impleaded as per order
dated 23.08.2023 in Appl.No.4352 of 2023)

.... Plaintiffs

VS

- 1.E.Raman (since deceased)
- 2.M/s V.S.T.Motors Pvt Ltd.,
Having Office at
199, Old No.144,
Anna Salai, Chennai-600 002.
- 3.HDFC Bank Ltd.,
HDFC Bank House,
Senapati, Bapat Marg,
Lower Parel (W),
Mumbai-400 013.

1/12



C.S.No.595 of 2009

WEB

4. The Manager,
HDFC Bank Limited,
No.115, R.K.Salai, Mylapore,
Chennai-600 004.

5. Industrial Engineers (India) Pvt Ltd.,
Represented by its Director,
Srivatsan Subramanian
No.5/9, Raghavan Colony,
4th Street, Jaffarkhanpet, Ashok Nagar,
Chennai-600 083.
(Defendants 2,3,4 and 5 are impleaded
as per Order dtd 31.07.2023 in Appn.
Nos.2855 of 2018 & 4478 of 2018)

.... Defendants

Plaint filed under Order IV of O.S. Rules read with Order VII Rule 1 of Civil Procedure Code praying for directing the defendants to (a) declare the share of the 2nd and 3rd plaintiffs for 2/3rd share in all the properties described in the schedule hereunder (b) for a partition and separate possession of the plaintiffs share in the suit properties (c) to claim 2/3rd share in mesne profit out of the schedule mentioned property (d) to rendition of proper accounts from the income accrued from Industrial Engineers India Pvt Ltd and the properties at 5/9 Gajamugan Meenam Constructions, Raghavan Colony, II Street, Ashok



C.S.No.595 of 2009

Nagar, Chennai-600 082 are morefully set out in the schedule hereunder; (e)

appoint a Receiver to take charges of the suit properties.

For Plaintiffs

: Mr.S.R.Sundar

For Defendants

: Mr.S.Raghunathan

For 2nd defendant

R.2 to R.5 – Not ready in notice

JUDGMENT

The suit is filed for directing the defendants to (a) declare the share of the 2nd and 3rd plaintiffs for 2/3rd share in all the properties described in the schedule hereunder (b) for a partition and separate possession of the plaintiffs share in the suit properties (c) to claim 2/3rd share in mesne profit out of the schedule mentioned property (d) to rendition of proper accounts from the income accrued from Industrial Engineers India Pvt Ltd and the properties at 5/9 Gajamugan Meenam Constructions, Raghavan Colony, II Street, Ashok Nagar, Chennai-600 082 are morefully set out in the schedule hereunder; (e) appoint a Receiver to take charges of the suit properties.



C.S.No.595 of 2009

WEB COP 2. The parties have amicably resolved the dispute between themselves and have filed a Memorandum of Compromise dated 29.04.2024. The said Memorandum of Compromise is signed by all the plaintiffs and the authorised signatory of the second defendant.

3. It is seen from clause – P that the plaintiffs are giving up their claims concerning the item No.1 of the Schedule of the Plaint as against all the defendants.

4. The suit is for partition and the Will of E.Raman has been probated by the order of the Court today (30.04.2024). The compromise is in pursuance of the grant of Probate and for division of Estate of Raman amongst the plaintiffs. The terms of the division has been spelt out in the Joint Memo of compromise. The Memorandum of Compromise reads as follows:-



C.S.No.595 of 2009

MEMORANDUM OF COMPROMISE TERMS BETWEEN THE
PARTIES NAMELY THE PLAINTIFFS

a) The Plaintiffs have agreed that so far as the residential flat being at Ground Floor, No. 5/9, 4th street, RR Colony, Ashok Nagar, Jaffarkhanpet, Chennai - 600 083 property morefully set out as Item No.2 of the schedule hereunder/Plaint the same shall vest and belong to the 2nd plaintiff namely Mr. Krishnakumar Raman, the father of the deceased Pradyumna and the other Plaintiffs do not have objections in this regard and they relinquish all their rights over the same to the 2nd plaintiff.

1 Bayshore Run

2 Rendome

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C.S.No.595 of 2009

WEB COPY

- b) The Plaintiffs have also unequivocally decided that the 2nd Plaintiff is entitled to deal with the said property as an absolute owner without any qualms or interference from any quarters and to deal with the same as an absolute owner with possession, enjoyment and other incidental rights.
- c) The Plaintiffs further agree that the 2nd Plaintiff is entitled to take possession and also the title deeds pertaining to the said property morefully set out as Item No.2 of the schedule hereunder/Plaint from the executor Mr. Srivatsan Subramanian and take appropriate measures with the assistance of the Executor in mutating the same in the 2nd plaintiff name and also make necessary entries with Corporation of Chennai, Metro and Sewerage Board and TANGEDCO.
- d) The Plaintiffs further agree that in terms of the Will the master Hrishikesh, the 4th plaintiff herein, the son of the 3rd Plaintiff is entitled to deal as an absolute owner so far as the property residential flat in First Floor at No. 5/9, 4th street, RR Colony, Ashok Nagar, Jaffarkhanpet, Chennai-600 083 which is morefully described and Item No.3 of the schedule hereunder/Plaint.
- e) The Plaintiffs have also unequivocally decided that the 4th plaintiff being the son of the 3rd plaintiff is entitled to deal with the said property as an absolute owner without any qualms or interference from any quarters and to deal with the same as an

1 Baghwanthi Ram

2 Renukumari

3 [Signature]

4 [Signature]



C.S.No.595 of 2009

10

WEB COPY

absolute owner with possession , enjoyment and other incidental rights

- f) The Plaintiffs further agree that the 4th plaintiff being the son of the 3rd Plaintiff is entitled to take possession and also the title deeds pertaining to the said property morefully set out as Item No.3 of the schedule hereunder/Plaint from the executor Mr. Srivatsan Subramanian and take appropriate measures with the assistance of the Executor in mutating the same in the 4th Plaintiff name and also make necessary entries with Corporation of Chennai, Metro and Sewerage Board and TANGEDCO.
- g) That 4th Plaintiff namely Master Hrishikesh son of the 3rd plaintiff is entitled to half share out of the balance bank deposits and savings banks as listed out in Item No. 4 from the Executor Mr Srivatsan Subramanian after distribution of sums set out for the charitable dispositions and defraying the cost towards expenses.
- h) That the parties agree that the 2nd Plaintiff is entitled to the other half share concerning Master Pradyumna out of the balance bank deposits and savings banks as listed out in Item No. 4 from the Executor Mr. Srivatsan Subramanian after distribution of sums set out for the charitable dispositions and defraying the cost towards expenses.

1 Hrishikesh

2 R. Kallurame

3 [Signature]

4 [Signature]



C.S.No.595 of 2009

WEB COPY

- i) That the parties have agreed to receive the Maruthi Suzuki(Swift) to be transferred to the name of the 1st Plaintiff Mrs. Baghirathi which can be dealt by her as she deems fit.
- j) That the parties have agreed to give the jewellery as mentioned in item No. 6 to be taken by the 1st Plaintiff, which can be dealt by her as she deems fit.
- k) The parties have entered this memorandum of compromise without coercion undue influence for the mutual benefit and welfare of the family harmony.
- l) The Plaintiffs further state that the Plaintiffs are not pressing for the other applications in the said Suit which will be closed.
- m) The Plaintiffs further state that the 2nd Plaintiff shall be entitled to pay the necessary cost and taxes upon the Item No. 2 property in terms of the compromise arrived herein.
- n) The Plaintiffs further states that similarly the 3rd Plaintiff shall be entitled to maintain and pay the necessary taxes and have the title deeds on behalf of the master Hrishikesh till he attains majority concerning the property at Item No.3 of the schedule hereunder/Plaint.

1. Baghirathi K.

2. R. Ramesh Kumar

3. S. S. S. S. S.



C.S.No.595 of 2009

WEB COPY

- o) The Plaintiffs further states that the Plaintiffs do not have any other rights over the other properties and ^{against all} ~~other~~ Defendants except under the terms agreed hereunder.
- p) The Plaintiffs are giving up their claims concerning the item No. 1 of the Schedule of the Plaint and against the other Defendants.
- q) The Executor will be handing over all the Original Title Deeds relating to Item No. 2 and Item No. 3 of the Schedule to the Plaintiffs, as well as Fixed deposit details and bank accounts with necessary forms after defraying the Charitable purposes as envisaged in the Will of the deceased Mr. E. Raman. The balance bank accounts and fixed deposits to be handed over to the Plaintiffs.
- r) The parties state that they have entered in this Memorandum of Compromise without any coercion, undue influence and have agreed jointly for this Memorandum of Compromise that the sole intention is to give quietus to the dispute pertaining to the estate of the deceased Mr. E. Raman and to give approval to his wishes under the last Will and testament as referred above in the interest of the family.
- s) The Defendant 3, 4 & 5 have not entered appearance in the present suit, hence they are not addended as a party to this Memorandum of Compromise.

1. Bayhyathu Rana

2. R. S. S. S. S.

3. S. S. S.

4. S. S. S.



C.S.No.595 of 2009

13

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Therefore, the Plaintiffs pray that this Hon'ble Court may be pleased to decree the Suit in terms of compromise entered into as set out above and pass such further or other orders as this Hon'ble court may deem fit and proper under the facts and circumstances of this case and thus render justice.

Dated at Chennai on this the 29th day of April, 2024

Eng. S. Ramesh

1ST PLAINTIFF

R. S. Srinivas

2ND PLAINTIFF

[Signature]

3RD PLAINTIFF

[Signature]

4TH PLAINTIFF

(Represented by mother and natural guardian the 3rd plaintiff)

[Signature]

2ND DEFENDANT

S. R. H.

COUNSEL FOR PLAINTIFFS

W. S. Srinivas
MA. 1761/2017
By Mr. S. Raghunathan

COUNSEL FOR 2ND DEFENDANT



C.S.No.595 of 2009

5. The second plaintiff has appeared through Video Conference and he has affirmed to the terms of the compromise and stated that his mother, sister and sister's son are the remaining plaintiffs, who have all signed in the joint compromise memo and the Memorandum of Compromise has been duly signed by the learned counsel for the plaintiffs, second defendant and the learned counsel for the second defendant.

6. In view of the above, the suit is decreed in terms of joint memo of compromise. The Memorandum of Compromise shall part form of the decree in C.S.No.595 of 2009. The Executor/Petitioner in the O.P.No.38 of 2022 has fairly stated that he is in possession of the original document of title and he will take earnest steps to hand over the original documents of title and also disburse/distribute the assets in terms of the compromise arrived at between the parties within a reasonable time and duly file inventory accounts as mandated under Original Side Rules.

7. No costs. Consequently, connected miscellaneous petition is closed.

30.04.2024

2/2

Index: Yes/No

Speaking Order/Non-Speaking Order

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11/12



WEB COPY



C.S.No.595 of 2009

P.B.BALAJI,J.,

SR

To

The Section Officer,
Original Side (Records),
High Court, Chennai.

C.S.No.595 of 2009

2/2

30.04.2024

12/12