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W.P.No.6624 of 2023

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 17..04..2024

Coram

THE HON'BLE MR JUSTICE N.SATHISH KUMAR

Writ Petition No.6624 of 2023

and

W.M.P.Nos.6685, 6686 & 6688 of 2023

and

W.M.P.No.13080 of 2023

C.Sumathi

..... Petitioner

-Versus-

1.The Sub-Registrar,
Sub Registrar Office,
Velachery,
No.38, 3rd Main Road,
Jagannatha Puram,
Velachery, Chennai 600 042.

2.C.Devaki

3.C.Saravanan

4.C.Nalini

5.M/s.Shreyes Chakra Ventures Private Limited,
Rep. By its Authorized Signatory
Mrs.Anithah Panickar,
No.44, Madhavan Nair Road,
Nungambakkam, Chennai 600 034.

[5th respondent impleaded by order of this court dated 17.04.2024
made in W.M.P.No.13080 of 2023



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..... Respondents

Petition filed under Article 226 of The Constitution of India, praying to issue a Writ of Certiorari calling for the records in relation to the deed of revocation of settlement deed dated 18.03.2015 bearing Doc.No.1819 of 2015 and the consequential deed of settlement dated 18.03.2015 bearing Doc.No.1821 of 2015 on the file of the 1st respondent and to quash the same.

*For Petitioner : Mr.Niranjana Rajagopalan
for M/s.G.R. Associates*

For Respondent (s) : Mr.B.Vijay, AGP for R1

Mr.J.Ramesh for R5

No appearance for RR2, 3 & 4

ORDER

This writ petition challenges the deed of revocation of settlement deed dated 18.03.2015 registered as Doc.No.1819 of 2015 and the consequential deed of settlement dated 18.03.2015 registered as Doc.No.1821 of 2015 on the file of the 1st respondent.

2. Pending writ petition a private company known as M/s.Shreyes Chakra Ventures Private Limited, Rep. By its Authorized Signatory filed WMP No.13080 of 2023 seeking to implead it as a party respondent in the writ petition.



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3. Considering the right and interest of the petitioner/proposed 5th respondent in the subject property, this court is of the view that the petitioner/proposed 5th respondent is a proper and necessary party. Accordingly, WMP No.13080 of 2023 is ordered.

4. Today, it is reported to the court that petitioner and the respondents 2, 4 and 5 entered into a compromise amicably on terms and the same were reduced into writing in the form of joint memorandum of compromise.

5. The learned counsel appearing for the petitioner filed the joint memo of compromise entered into between the petitioner and the respondents 2, 4 & 5 in the court.

6. The terms of compromise reduced into writing and as captured from the joint memo of compromise are as follows:-

“1.The Party of the Third Part has agreed to relinquish her rights in respect of rear side Two Bedroom apartment in the first floor measuring about 1024 sq.ft. (along with proportionate UDS of 476.6 sq.ft) which was previously allotted to her in the joint development agreement dated 28th October, 2022 entered between her and the Party of the Fourth Part. The Party of the Third Part has agreed to execute an irrevocable settlement deed to and in favour of the Party of the First Part in respect of the aforesaid apartment



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having an estimated sale value of Rs.90 Lakhs. The Party of the Fourth Part has also agreed to construct a two bedroom apartment in the first floor (rear side) as per the terms conditions of a separate Memorandum of Understanding to be executed between the Party of the First Part and the Party of the Fourth Part.

2.The Party of the Third Part and party of the Fourth Part had paid a sum of Rs.80,00,000 (Rupees:Eighty Lakhs Only) subject to TDS of 1% to the Party of the First Part, Mrs.C.Sumathi in the following manner:

A. Rs.44,55,000 (Rupees: Forty Four Lakhs Fifty Five Thousand only) being the sum which is due to the party of the Third Part as land owners payout and

B. Rs.34,65,000 (Rupees: Thirty Four Lakhs Sixty Five Thousand only) being the Contribution of the party of the Fourth Part as settlement money.

Both (A) and (B) totalling to Rs.79,20,000 (Rupees: Seventy Nine Lakhs Twenty Thousand only) paid by the Party of the Fourth Part by way of Demand Draft No.518837 dated 11th September, 2023 drawn on ICICI Bank, Adyar Branch, Chennai.

C. Rs.80,000 (Rupees: Eighty Thousand only) has been deducted as tax deducted at source.

The Party of the Third Part, Mrs.Nalini and party of the Second Part, Mrs.C.Devaki shall compensate and



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reimburse Rs.10,00,000 (Rupees: Ten Lakhs Only) to the Party of the Fourth Part and such reimbursement shall be made by the Party of the Second Part & Third Part to the Party of the Fourth Part on or before 31.12.2023.

The Party of the First Part shall relinquish her entire claims and interest in respect of the remaining undivided share of land measuring 2383.4 sq.ft.

The 4th Respondent had already paid Rs.50,00,000 (Rupees Fifty Lakhs only) in favour of the 3rd Respondent through Demand Draft No.030619 dated 27.10.2022 issued on the Union Bank of India, Kodambakkam Branch. Further, the 3rd Respondent executed a Settlement Deed dated 28.10.2022, in favour of the 4th Respondent herein, relinquishing his rights in the Property situated at Plot No.31, 11th Main Road, Vijaya Nagar, Velachery, Chennai admeasuring to a total extent of 1 Ground and 460 Sq.ft. Since no claim has been made by the Third Respondent, he is not been made as a party to this memorandum of compromise. The 2nd Respondent is not entitled to any money out of this Memo of Compromise and gives up any claim with respect to the same. The Party of the Second Part undertakes not to seek any legal remedy (in future) in respect to this property and

All the parties agreeing to this memo of



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compromise, shall strictly adhere to the terms of the compromise and if anything occurs to the contrary, the other party shall not be bound by the terms of this compromise.

All the parties confirms that no monies shall be payable by the Party of the Fourth Part once the final amount of Rs.80,00,000/- (Rupees: Eighty Lakhs Only) is paid to the Party of the First Part and no liability shall be borne by the Party of the Fourth Part.

The Party of the First Part confirms that after the settlement of two bedroom apartment in the first floor (rear side) and after receiving amount of Rs.44,55,000 (Rupees: Forty Four Lakhs Fifty Five Thousand only) which is a part of demand draft having value of Rs.79,20,000 (Rupees: Seventy Nine Lakhs Twenty Thousand only) including deduction of 1% TDS, she shall not have any claim against the party of the second part and party of the Third part with respect to the Subject Property.

The Party of the First Part confirms and agrees that after this execution of compromise memo she shall have no claims or demands against the Party of the Second Part, Party of the Third part and the Party of the Fourth Part in respect of the 2383.4 sq.ft. of land of the Subject property.

The Party of the First Part undertakes not to seek



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any legal remedy (in future) in respect to this property in Plot No.31, 11th Main Road, Vijaya Nagar, Velachery, Chennai and shall not act in any manner resulting in any future litigation of this subject property.”

7. Recording the Joint memo of compromise, this writ petition is disposed of. The joint memo of compromise entered into between the petitioner and the respondents 2, 4 and 5 shall form part and parcel of this order. No costs. Consequently, WMP Nos.6685, 6686 & 6688 of 2023 are closed.

Index : yes / no
Neutral Citation : yes / no
Speaking / Non Speaking Order
kmk

17..04..2024

To

1. The Sub-Registrar,
Sub Registrar Office,
Velachery,
No.38, 3rd Main Road,
Jagannatha Puram,
Velachery, Chennai 600 042.



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N.SATHISH KUMAR.J.,

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