



S.A.No.477 of 2018

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 20.03.2024

CORAM

THE HONOURABLE MR. JUSTICE P.B.BALAJI

S.A.No.477 of 2018
and
CMP. No.12816 of 2018

Vinayakam

...Appellant

Vs.

Anbu Kavitha

...Respondent

PRAYER: Second Appeal filed under Section 100 of the Code of Civil Procedure, to set aside the judgment and decree in O.S. No.63 of 2012 on the file of the Principal District Munsif, Mayiladuthurai dated 04.07.2016 as confirmed by judgment and decree in A.S. No.27 of 2016 on the file of the Principal Sub Court, Mayiladuthurai, dated 29.11.2017.

For Appellant : Mr.P.Jawahar

For Respondent : Mr.A.Muthukumar



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JUDGMENT

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On 23.02.2024, after hearing Mr.P.Jawahar, learned counsel for the appellant and Mr.A.Muthukumar, learned counsel for the respondent, I was of the view that the issue between the parties could be narrowed down and amicably resolved. Accordingly, I requested the learned counsel on either side to explore possibility of settlement.

2. Today, the parties are present and they have also agreed upon certain terms and conditions by way of Joint Compromise Memo dated 20.03.2024. The appellant and the respondent signed in the compromise memo and counter-signed by their respective counsel. I have also spoken to the parties and they are agreeable to the terms set out in said Joint Compromise Memo. The terms of memorandum of compromise are as follows:

“1. The appellant/defendant in order to provide sun light to the respondent/plaintiff's house property, agreed to put up glasses in the roof of his 1st floor (one place) as well as roof of his 2nd floor (two places) namely in the passage leading to the appellant's rear portion of his first floor of the building instead of removing the construction put up by him on the wall of the plaintiff/respondent herein.

2.The parties agreed that the appellant/defendant shall provide this glasses one place in the roof of his 1st floor and two



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places 2nd floor namely in the passage situate on the eastern side of his property by 1 ½ feet X 1 ½ feet within 3 months from the date of compromise decree.

3. The parties hereby agreed that if the appellant/defendant puts up glasses on the roof of his 1st and 2nd floor of the building as stated above in order to enable the plaintiff to get sun light, the decree for mandatory injunction must be waived by the plaintiff/respondent.

4. The appellant/defendant hereby agreed that the respondent/plaintiff is entitled to make repair in the drainage pipe put up on the west of his western wall.

5. If the plaintiff/respondent herein wants to repair or to attend repairs to the drainage pipe which situate on the west of his western wall, he must issue a 3 day notice to the appellant/defendant either by RPAD or courier or by email or any other electronic mode to the appellant/defendant.

6. There is no further claim for the parties against each other.

7. The parties hereby shall bear the cost through out”

2. The Joint Compromise Memo dated 20.03.2024, is taken on record and the same shall form part of the judgment. Accordingly, this Second Appeal is disposed of in terms of the said Joint Compromise Memo. Consequently, connected Miscellaneous Petition is closed. The parties shall bear their respective costs.

20.03.2024

Index : Yes/No
Internet : Yes/No
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P.B.BALAJI, J.

rkp

To

- 1.The Principal District Munsif, Mayiladuthurai.
- 2.The Principal Sub Court, Mayiladuthurai.

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20.03.2024