



S.A.No.463 of 2024

WEB COPY

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 23.09.2024

CORAM

THE HON'BLE MRS.JUSTICE T.V.TAMILSELVI

S.No.463 of 2024

and

C.M.P.No.14318 of 2024

Tamilselvan

.. Petitioner/Appellant

Vs.

1.Tamilselvi

2.C.Radha

3.C.Jayanthi

.. Respondents

Prayer: This Second Appeal has been filed under Section 100 of C.P.C against the judgement and decree dated 13.10.2023 in A.S.No.35 of 2015 on the file of the II Additional District Judge, Salem confirming the judgement and Decreedated 19.12.2012 in O.S.No.342 of 2010 on the file of the I Additional Subordinate Judge, Salem.

For the Petitioners : Mr.V.Sekar

For the Respondents : Mr.T.S.Vijayaraghavan



S.A.No.463 of 2024

WEB COPY

ORDER

This Second Appeal arises out of the judgement and decree dated 13.10.2023 passed in A.S. No.35 of 2015 by the learned II Additional District Judge, Salem, confirming the judgement and decree dated 19.12.2012 passed in O.S.No.342 of 2010 by the learned I Additional Subordinate Judge, Salem.

2. When this Appeal is taken up for consideration today, the learned counsel appearing for the parties as well as the parties appeared before this Court, have represented that the dispute between the parties has been settled out of Court in terms of Joint Memo of Compromise, dated 23.09.2024. They also filed the Joint Memo of Compromise entered between the appellant and the respondents duly signed by the parties and their respective counsel before this Court, therefore, the learned counsel appearing for both the parties urged this Court to dispose of this Appeal in terms of the Joint Memo of Compromise dated 23.09.2024.



S.A.No.463 of 2024

WEB COPY

3. The terms of the Joint Memo of Compromise dated 23.09.2024 are as follows:

“a) Portion 'A' measuring 1.01 Acres or thereabouts, marked in green colour in the sketch and morefully described in Schedule “A” hereunder shall be allotted to the appellant and henceforth he shall be the sole and absolute owner of the same. However any lands in excess of the said extent shall be absolutely owned by the Appellant.

b) Portion “B” measuring 30, marked in yellow colour in sketch and morefully described in Schedule “B” hereunder shall be allotted to the 1st respondent herein and henceforth she shall be the sole and absolute owner of the same.

c) Portion “C” measuring 30 Cents, marked in brown colour in sketch and morefully described in Schedule “C” hereunder shall be allotted to the 2nd respondent herein and henceforth she shall be the sole and absolute owner of the same.

d) Portion “D” measuring 30 cents, marked in blue colour in sketch and morefully described in Schedule “D”



S.A.No.463 of 2024

WEB COPY

hereunder shall be allotted to the 3rd respondent herein and henceforth she shall be the sole and absolute owner of the same.

e) Portion “E” measuring 5 Cents each in T.S.No.2/13 Part and 2/16 part marked in black colour in the sketch being a common road to access the main road on the West shall remain common to all the parties herein.

f) By signing this Memorandum of Compromise the appellant confirms having put the respondents 1 to 3 in possession of the portions “B”, “C” & “D” as the said portions remain vacant and will also co-operate to fix the western boundary between the portions “A” & “B” with the help of a surveyor if required for peaceful possession and enjoyment by the parties.

g) The parties having resolved their claims by way of this Memorandum of Compromise hereby expressly confirm that the same is in full and final settlement of all their claims against each other and also the suit property and that they have no further claims against each other.

h) The parties hereby expressly agree to appear



S.A.No.463 of 2024

WEB COPY

before the Hon'ble Court in person and place this Memorandum of Compromise before the Appellate Court by praying for appropriate orders and to pass a consent decree by incorporating the above terms and the Memorandum of Compromise and sketch shall form part of the same.

The appellants and respondents therefore humbly pray that this Hon'ble Court may be pleased to take this Memorandum of Compromise and Sketch on record and pass a final decree in terms of the same and pass such further or other orders as this Hon'ble Court may deem fit and proper in the facts and circumstances of the case and thus render justice.

SCHEDULE OF PROPERTY

SCHEDULE A (Allotted to the Appellant Mr. Tamilselvan)

Item No.1: *All that piece and parcel of vacant land measuring an extent of 0.10 Acres comprised in S.No.46/11 Sooramangalam Village, T.S.No.1/28, Ward R, Block 11, Salem Town & District Shown in Green colour in the sketch annexed to this deed measuring.*

bounded on the

North by : Lands in T.S.No.6/1;



S.A.No.463 of 2024

WEB COPY

South by : Lands in S.No.1/29;

East by : Lands in T.S.No.4/1,

West by : Lands in T.S.No.1/27;

Item No.2: *All that piece and parcel of vacant land measuring an extent of 0.32 Acres comprised in S.No.46/19, together with 1/6th common share in the well situate in Survey No.46/5, together with right of Water channel, right of drawing water and pathway all in Sooramangalam Village, T.S.No.1/32, Ward R, Block 11, Salem Town & District shown in green colour along in the sketch annexed to this deed measuring*

East to West on the North : 35.6 Metres;

East to West on the North : 35 Metres;

North to South on the East : 35.8 Metres;

North to South on the West : 35.4 Metres;

bounded on the

North by : Lands in T.S.No.1/31;

South by : Lands in T.S.NO.1/33 & 1/34;

East by : Lands in T.S.No.1/22;

West by : Lands in T.S.No.1/19;

Item No.3: *All that piece and parcel of vacant land measuring an extent of 0.24 Acres thereon comprised in S.No.47/6 together with a right of Water channel, right of*



S.A.No.463 of 2024

WEB COPY

drawing water and 25 feet wide exclusive pathway and 1/6th rights in the well situate in Survey No.46/5, all in Sooramanagalam Village, T.S.No.2/10, Ward R, Block 11, Salem Town & District shown in green colour in the sketch annexed to this deed measuring

East to West on the North : 21.2 Metres;

East to West on the North : 19.8 Metres;

North to South on the East : 46 Metres;

North to South on the West : 46.2 Metres;

bounded on the

North by : Lands in T.S.No.1/33;

South by : Lands in T.S.NO.2/8;

East by : Lands in T.S.No.1/11;

West by : Lands in T.S.No.1/9;

Item No.4: *All that piece and parcel of vacant land measuring an extent of 0.08 Acres comprised in S.No.47/10, Sooramangalam Village, T.S.No.2/15, Ward R, Block 11, Salem Town & District along with the residential house constructed thereon shown in green colour in the sketch annexed to this deed bounded on the*

North by : Land in T.S.No. 2/14 & 2/16 Part;

South by: Lands in T.S.No.2/6:

East by : Lands in T.S.No.2/16;



WEB COPY



S.A.No.463 of 2024

West by : Lands in T.S.No.2/13;

Item No.5: *All that piece and parcel of vacant land measuring an extent of 0.25 Acres comprised in S.No.47/8,10,11 Sooramangalam Village, T.S.No.2/16 Part, Ward R, Block 11, Salem Town & District shown in green colour in the sketch annexed to this deed bounded on the*

North by : Lands in T.S.No.2/8;

South by : Common passage;

East by : Lands in T.S.No.2/16 allotted to the 1st respondent;

West by : Lands in T.S.No.2/13;

Item.No.6: *Half share in well situate in S.No.47/8,10 Sooramangalam Village, T.S.NO.2/14 Part, Ward R, Block 11, Salem Town & District measuring 0.02 Acres shown in green colour in the sketch annexed to this deed bounded on the*

North by : Lands in T.S.No.2/16 Part;

South by : Lands in S.No.2/15;

East by : Lands in T.S.No.2/16 Part;

West by : Lands in T.S.No.2/13;

The value of the property allotted is Rs.4,00,000/- (Rupees



S.A.No.463 of 2024

WEB COPY

Four Lakhs Only)

***SCHEDULE B (Allotted to the 1st respondent
Mrs.Tamilselvi):***

All that piece and parcel of vacant land measuring an extent of 0.30 Acres comprised in S.No.47/8CM, 47/9 & 10 Part, Sooramangalam Village, T.S.No.2/16, Ward R, Block 11, Salem Town & District shown in yellow colour along in the sketch annexed to this deed measuring

East to West on the North : 14.8 Metres;

East to West on the North : 15 Metres;

North to South on the East : 82.4 Metres;

North to South on the West : 81 Metres;

bounded on the

North by : Lands in T.S.No.2/8;

South by : Common Passage;

East by : Lands in T.S.No.2/16 Part allotted to the 2nd respondent;

West by : Lands in T.S.No.2/16 Part allotted to the Appellant;

The value of the property allotted is Rs.2,00,000/- (Rupees Two Lakhs Only)



S.A.No.463 of 2024

WEB COPY

SCHEDULE C (Allotted to the 2nd respondent Mrs.C.Radha):

All that piece and parcel of vacant land measuring an extent of 0.30 Acres comprised in S.No.47/8 CM, 47/9 & 10 Part, Sooramangalam Village, T.S.No.2/16, Ward R, Block 11, Salem Town & District shown in pink colour along in the sketch annexed to this deed measuring

East to West on the North : 14.6 Metres;

East to West on the North : 14.8 Metres;

North to South on the East : 84 Metres;

North to South on the West : 82.4 Metres;

bounded on the

North by : Lands in T.S.No.2/8;

South by : Common passage;

East by : Lands in T.S.No.2/16 Part allotted to the 3rd respondent;

West by : Lands in T.S.No.2/16 Part allotted to the 1st respondent;

SCHEDULE D (Allotted to the 3rd Respondent Mrs.C.Jayanthi):

All that piece and parcel of vacant land measuring an extent of 0.30 Acres comprised in S.NO.47/8CM, 47/9 & 10



S.A.No.463 of 2024

WEB COPY

Part, Sooramanagalam Village, T.S.No.2/16, Ward R, Block 11, Salem Town & District shown in pink colour along in the sketch annexed to this deed measuring

East to West on the North & South : 14.4 Metres;

North to South on the East : 84.8 Metres;

North to South on the West : 84 Metres;

bounded on the

North by : Lands in T.S.No.2/8;

South by : Common Passage;

East by : Lands in T.S.No.3/2 & 3/2;

West by : Lands in T.S.No.2/16 Part allotted to the 2nd respondent;

The value of the property allotted is Rs.2,00,000/- (Rupees Two lakhs Only)

SCHEDULE E (Common Passage)

All that piece and parcel of vacant land to be used as a passage measuring an extent of 0.05 Acres comprised in S.No.47/11 Part, Sooramanagalam Village, T.S.NO.2/16 Part, Ward R, Block 11, Salem Town & District shown in pink colour along in the sketch annexed to this deed bounded on the

North by : Lands in T.S.No.2/16,

South by : Vacant land;



S.A.No.463 of 2024

WEB COPY

East by : Lands in T.S.No.3/3;

West by : Main Road;

All the properties are situate within the Registration District of Salem & Registration Sub-District of Sooramangalam.

Dated at Chennai on this the 23rd day of September, 2024.”

4. In view of the above this Second Appeal is disposed of in terms of the Joint Memo of Compromise dated 23.09.2024. The said Joint Memo of Compromise dated 23.09.2024 shall form part of the part of the judgement. There shall be no order as to costs. Consequently, connected miscellaneous petition is closed.

23.09.2024

Index : Yes/No

Neutral Citation : Yes/No

jai



WEB COPY



S.A.No.463 of 2024

To

1. The II Additional District Judge, Salem.
2. The I Additional District Judge, Salem



WEB COPY



S.A.No.463 of 2024

Mrs.T.V.TAMILSELVI, J.
jai

S.No.463 of 2024

23.09.2024