



C.S.No.143 of 2022

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated : 15.03.2024

CORAM

THE HON'BLE MR.JUSTICE N.SATHISH KUMAR

C.S.No.143 of 2022

Dr.S.Beulaja Manikandan

.. Plaintiff

Vs.

1. N.Sebagnanam
2. Saroja
3. S.Akilesh Kumaran
4. Sivakumar

.. Defendants

Civil Suit filed under Order IV Rule 1 of Original Side Rules 1956 read with Order VII Rule 1 CPC praying for the following judgment and decree against the defendants :

[a] Pass a preliminary decree for partition and separate possession in respect of the suit schedule B items mentioned immovable properties by metes and bounds into three equal shares and allocate one such share to the plaintiff and thereafter appoint an Advocate Commissioner to effect division of the suit schedule B items mentioned properties by metes and bounds and



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allocate 1/3rd share to the plaintiff on a day to be fixed by this Court and in the event if the division of the properties are not feasible or possible by metes and bounds appoint an Advocate Commissioner to effect sale of the properties and effect division of the sale proceeds into three shares and allocate on such share to the plaintiff in accordance with her entitlement or permit her to acquire the shares of defendants for a value to be fixed by this Court without destroying its intrinsic value and workout moiety by payment of value thereof equivalent thereto among the sharers;

[b] for a declaration that the Settlement Deed dated 04.06.2020 registered as Document No.1099 of 2004, Marthandam 2nd Joint Sub-Registrar Office, Executed by first defendant in favour of the third defendant is illegal, invalid, non-est and non binding on the plaintiff.

[c] for a declaration that the Settlement Deed dated 22.12.2014 registered as executed by the first defendant in favour of the third defendant is illegal, invalid, non-est and non binding on the plaintiff.

[d] for a direction to the defendants 1 – 3 to render true and proper accounts of the income and expenditure derived from the properties morefully set out in Schedule B so as to allocate one-third share to the



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plaintiff and the remaining to the defendants 1 and 3;

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[e] for a direction to the defendants 1-3 to pay past and future mesne profits of the income derived from Schedule B Items mentioned property viz from the date of the suit, till division of the properties by metes and bounds;

[f] Grant a decree of permanent injunction restraining the defendants, their men, agents, servants or any other person or persons claiming through them from in any manner encumbering, alienating or dealing with the suit schedule B Items mentioned properties either by way of sale, mortgage, lease, joint development or in any other manner detrimental to the interest of the plaintiff ;

[g] for costs of the suit

For Plaintiff : Mrs.Vasudha Thiagarajan

For defendants : Mr.G.B.Sabaridas

J U D G M E N T

This suit has been filed for partition and separate possession, for declaration that the Settlement Deed dated 04.06.2020 as illegal and invalid, for rendition of accounts, for mesne profits and for permanent injunction to



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restrain the defendant from making any encumbrance, alteration or construction in the suit schedule properties and for costs.

2. When the matter is taken up today, the learned counsel for the plaintiff and the defendants submitted that the parties have entered into a Joint Memorandum of compromise and the suit may be decreed in terms of the Joint Memorandum of compromise entered between the parties wherein it is agreed between the parties that 'A' schedule properties shall be allotted to the plaintiff and 'B' schedule properties shall be allotted to the third defendant. The defendants 1 and 2 have agreed for that and signed in the Joint Memorandum of compromise. The plaintiff and the defendants appeared through video conferencing and admitted the compromise. Their identity has been identified by their respective counsel. As far as the fourth defendant is concerned, he is only an agreement holder and the relief against him has been given up by the plaintiff.

3. Accordingly, this suit is decreed in terms of Joint Memorandum of



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compromise entered between the parties. The Joint Memorandum of compromise dated 12.03.2024 executed between the parties form part of the decree and judgment.

4. Accordingly, final decree is passed in terms of Joint Memorandum of Compromise entered between the parties allotting 'A' schedule properties to the plaintiff and the 'B' schedule properties to the third defendant and the plaintiff and the third defendant shall deposit non judicial stamp papers within a period of one month to engross final decree. Considering the relief sought by the plaintiff, there shall be no Order as to costs.

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List of Witnesses on the Side of the Plaintiff :

P.W.1 – Dr.S.Beulaja Manikandan

List of Documents on the Side of the Plaintiff :

Ex.P.1 : Settlement deed executed by N.Sebagnanam in favour of Akileshkumar dated 22.12.2014

Ex.P.2 : Settlement deed executed by N.Sebagnanam in favour of Akileshkumar dated 04.06.2020

Ex.P.3 : Copy of legal notice sent by the plaintiff to the defendants dated 30.09.2021

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Ex.P.4 : Copy of reply notice sent by the defendants to the plaintiff dated 06.10.2021

Ex.P.5 : Copy of rejoinder sent by the plaintiff dated 02.11.2021

Ex.P.6 : Copy of the rejoinder sent by the plaintiff dated 18.11.2021

Ex.P.7 : Copy of Encumbrance Certificate dated 19.01.2022

Ex.P.8 : Discharge Summary issued by Sree Balaji Medical College Hospital dated 30.01.2019 to the first defendant

Ex.P.9 : Provisional report for interest charges issued by Canara Bank dated 17.10.2022

Defendants Side Witness : Nil

Defendants Side documents :

Ex.D.1 : Copy of Settlement deed dated 07.10.2013 executed by the first defendant in favour of the plaintiff

Ex.D.2 : Sale deed dated 23.02.1994 executed in favour of the first defendant

Ex.D.3 : Sale deed dated 22.08.2003 executed in favour of the third defendant

Ex.D.4 : Copy of Agreement for construction dated 11.08.2003 between the builder and the third defendant

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