



WEB COPY



C.S.No.15 of 2022

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 29.07.2024

CORAM

THE HONOURABLE MR.JUSTICE C.V.KARTHIKEYAN

C.S.No.15 of 2022 and
A.No.2765 of 2024

- 1.Vijayakumari
- 2.Manimegalai
- 3.J.Tamil Selvi
- 4.J.Raja
- 5.J.Nallathambi
- 6.J.Velvizhi
- 7.J.Devaki
- 8.J.Komathi
- 9.S.Jai Bharath
- 10.S.Subhashini
- 11.S.Sangeetha

... Plaintiffs

Vs.

- 1.Jamuna Mythili (deceased)
- 2.G.S.Arunkumar
(2nd defendant is the legal heir of the deceased
1st defendant as per order dated 10.11.2022 on memo
in C.S.No.15 of 2022)
- 3.Monisha
- 4.Lavanya
- 5.Sasirekha

... Defendants

PRAYER: Civil Suit filed under Order XXIV read with Order IV
Original Side Rules read with Order VII Rule 1 and 2 of CPC, (a) to pass
a judgment preliminary decree holding that the 1st and 2nd plaintiffs are



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entitled to 1/5th share each, the plaintiffs 3 to 8 together entitled to 1/5th share and the plaintiffs 9 to 11 together entitled to 1/5th share in the undivided suit schedule 'A' properties (b) to appoint an Advocate Commissioner for effecting division of the properties by metes and bounds and to allot the specified share to the plaintiffs © to pass a final judgment and decree for partition and separate possession of the undivided suit schedule-A properties in line with the preliminary decree (d) award costs of the suit.

For Plaintiffs : Mr.M.R.Gokul Krishnan

For Defendants : Mr.T.N.Sugesh

JUDGMENT

The suit has been filed seeking a preliminary decree holding that the first and the 1st and 2nd plaintiffs are entitled to 1/5th share each, the plaintiffs 3 to 8 together are entitled to 1/5th share and the plaintiffs 9 to 11 together are entitled to 1/5th share in the undivided suit schedule 'A' properties and that the defendants are entitled the balance undivided 1/5th share of the suit schedule properties. The suit properties include house, land and building at Old Door No.22, New No.30, Jaganathapuram, 2nd Street at Chetpet, Chennai and also at Old Door No.23, New No.28, Jaganathapuram, 2nd Street at Chetpet, Chennai, both the places totally



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measuring 1 ground 563 sq.ft and also house, land and building at Door No.18, Rajambal Street, Chetpet, Chennai, totally measuring 2400 sq.ft and house, land and building at New No.89, Old No.7/59, Appasamy Mudali Street, Chetpet, Chennai, measuring 1435 sq.ft.

2.All the plaintiffs except the 8th plaintiff are present in Court. The 8th plaintiff, Dr.J.Komathi, who is working as a Doctor at Erode, is present through video conferencing. All the defendants are also present in Court. All of them affirmed the ratio in which the properties are to be divided among themselves.

3.A Joint Memorandum of Compromise signed by all the plaintiffs and also by all the defendants had been presented in Court. This Memorandum of Compromise is dated 29.07.2024. Along with the Memorandum of Compromise, Rough Sketch (3) of properties had also been given. The manner in which the properties are to be divided, had also been given. All the plaintiffs and the defendants have also been identified as they have also produced their Aadhar Cards.



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4.A perusal of the further records filed along with the Joint Memorandum of Compromise reflects that the parties have also divided into metes and bounds the aforementioned properties.

5.In view of the division of the properties into metes and bounds, a final decree is passed in accordance with the Memorandum of Compromise entered into between the parties dated 29.07.2024.

6.All the parties have agreed to abide by such division. The suit is decreed. While drafting the final decree, the Registry may also incorporate the Memorandum of Compromise and also the Rough Sketch(3 sketches) giving the actual method in which the properties are to be divided along with the final decree. The Joint Memorandum of Compromise shall form part of the decree.

7. In view of the relationship among the parties, no order as to costs is passed.



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8. Quite independently of this, one of the daughters of the plaintiffs has filed A.No.2765 of 2024 seeking to implead herself. It had been stated that the first plaintiff had entered into an agreement with the applicant that she would give 1/4th of the share which falls to her to the applicant. The agreement in that regard had also been presented in Court.

9.I am confident that the first plaintiff would keep up with the commitment as stated by her in the said agreement. The original agreement which is dated 02.05.2024 had been presented to Court and it is returned back to the counsel for the applicant.

10.This share of 25% would be given as a part of the sale consideration whenever sale is effected by the first plaintiff.

11.In view of the recording of the said agreement, I am not inclined to implead the applicant as a party to the suit. The said application stands dismissed. But however, the agreement is noted.



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12.In view of the facts, the parties had entered into a compromise out of Court, the plaintiffs are entitled for refund of the Court fees in accordance with the rules. The Registry may refund the same to the learned counsel for the plaintiffs after obtaining proper acknowledgment.

29.07.2024

Index :Yes/No
Internet : Yes/No
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