



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 29.04.2024

CORAM:

THE HON'BLE MR. JUSTICE **C.V.KARTHIKEYAN**

C.S. No.253 of 2022

1.Prema Sampath
2.Arun Sampath
3.Aravind Sampath
4.Padma Srikanth

... Plaintiffs

Vs.

1.P.Kannamma
2.S.Vasumathi
3.Vasudha Venkatesh
4.Amudha Parthasarathy

... Defendants

Civil Suit is filed under Order IV Rule 1 of OS Rules r/w. Order VII Rule 1 of C.P.C., r/w XXIV of OS Rules, prays for judgment and decree:

- a) pass a preliminary decree for partition and separate possession with respect to the plaintiffs' half undivided share in the suit schedule property
b) to award costs.

For Plaintiffs : Mr.S.Prasath
For Defendants : Mr.V.S.Ramesh



JUDGMENT

WEB COPY

Today, the first plaintiff, Prema Sampath, the fourth plaintiff Padma Srikanth, are both present before this Court. The first plaintiff is the power of attorney of both the second and third plaintiffs. It must be immediately stated that a joint memorandum of compromise has been signed by the first plaintiff and also on behalf of the third plaintiff.

2. Necessary amendment will have to be filed by the plaintiffs to recognize her as a power of attorney competent to sign in a Memorandum of Compromise on behalf of the third plaintiff and to make necessary amendment in the short and long cause title of the plaint.

3. Similarly, today, the first defendant P.Kannamma, the second defendant S.Vasumathi and the fourth defendant Amudha Parthasarathy are also present in Court.

4. They all had entered into a Joint Memorandum of Compromise dated 29.04.2024. They have also signed in the said Memorandum of Compromise. Even in the open Court, when an opinion was sought, they acknowledged



that they accept to the terms of the Joint Memorandum of Compromise.

WEB COPY

5. A sketch is also given as sketch I and there is yet another sketch which is given as sketch II which is the eastern portion which would be allotted to the plaintiff and Sketch III is the western portion which would be allotted to the defendants. The eastern portion is also to be called as 'A' schedule and the western portion is the 'B' schedule.

6. Quite apart from this, the plaintiffs have also handed over a demand draft for a sum of Rs.20,00,000/- to the defendants, purchased from ICICI Bank, Chennai Main Branch, bearing No.511030 in favour of the second defendant namely S.Vasumathi, as acknowledgment for having maintained the properties for all these years. It is fervently hoped that the parties would end their litigation by this Memorandum of Compromise and would reside comfortably, happily and satisfyingly in the portions allotted to each one of them. It is also hoped that all the issues raised in the plaint had been addressed. The suit is decreed in terms of the Compromise. But however, the decree can be issued only when the plaintiffs files necessary application seeking amendment of the cause title to recognize the power of attorney of



the third plaintiff in favour of the first plaintiff.

WEB COPY

7. When enquired, the parties have stated that they have affixed their signatures in the Joint Memorandum of Compromise after fully agreeing to its terms. The said Memorandum of Compromise is recorded.

8. In view of the above, the Civil Suit is decreed as settled out of Court in terms of the Joint Memorandum of Compromise dated 29.04.2024. The terms of Joint Memorandum of Compromise shall form a part of the decree. No costs.

29.04.2024

Index : Yes/No
Speaking Order : Yes / No
vkr



WEB COPY



C.S. No.253 of 2

C.V.KARTHIKEYAN, J

vkr

C.S. No.253 of 2022

29.04.2024

(1/2)