



S.A.(MD)No.494 of 2021

WEB COPY BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED : 11.09.2024

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THE HONOURABLE MR.JUSTICE P.VADAMALAI

S.A(MD)No.494 of 2021
and
C.M.P.(MD)No.6541 of 2021

K.Kumar

.. Appellant

Vs.

1.Baluchamy

2.The State of Tamil Nadu,
Represented by the District Collector,
Sivagangai District

3.The Tahsildar,
Taluk Office,
Devakottai,
Sivagangai District

.. Respondents

Prayer : Second Appeal is filed under Section 100 of Civil Procedure Code, to set aside the judgment and decree of the Sub Court, Devakottai in A.S.No.34 of 2019, dated 28.04.2021, in reversing the judgment and decree of the District Munsif Court, Devakottai in O.S.No.105 of 2010 dated 28.02.2019.



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For Appellant : Mr.VR.Shanmuganathan

For R1 : Mr.J.Anand Kumar

For R2 & R3 : Mr.M.Muthumanickam
Government Advocate

JUDGMENT

The learned counsel for the appellant, and the learned counsel for the 1st respondent, and the learned Government Advocate appearing for respondent Nos.2 and 3 (formal parties) are present before this Court.

2. The learned counsel on either side submitted that the matter has already been settled before the Mediation and the parties have entered into a settlement agreement before the Mediation, and filed a joint compromise memo. Mediation Report with settlement agreement has also been received by this Court along with joint compromise memo.

3. As per the settlement agreement, both the parties have settled their dispute on the following terms before Mediation :

“(a) The petitioner’s father and the respondents are brothers. According to the memorandum of oral partition in Ex.A23 mentioned all the properties are conveyance through valid registered documents admitted by both parties. By oral settlement 9 properties were in possession of the petitioner.



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(b) On 23.05.2024, the said properties have been requested in the name of the partition through legal registration release deed No.1137/2024 Sub Registrar Office, Thiruvadanai at Ramanathapuram District.

(c) By registering the document in favour of the petitioner the matter has come to a peaceful settlement. As for the other suit properties in 6 items already sold and conveyance by the plaintiff and his father also discussed before the mediation. The above said 6 items (1, 3, 4, 5, 8 & 10) of the property also admitted by the both parties and joint compromise memo enclosed.”

4. As per the joint compromise memo, both the parties have settled their dispute on the following terms before Mediation :

“(i) Before filing the original suit, the suit Item No.1 & 3 of the properties are already conveyance through the settlement deed in favour of the plaintiff by the father of the plaintiff in Registered document No.1096/2006 registered at Sub Registrar of Thiruvadanai on 17.08.2006 and the same was marked as Exhibit A22 by the plaintiff it has been admitted by the 1st defendant/1st respondent herein.

(ii) Before filing the original suit, the suit Item No.4 & 8 of the properties are already conveyance through the sale deed in favour of one Velayee sold by the plaintiff and his father in Registered Document No.351/2000 registered at Sub Registrar of Thiruvadanai on 17.05.2000 and the same was marked as Exhibit A10 by the plaintiff it has been admitted by the 1st defendant/1st respondent herein.



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(iii) Before filing the original suit, the suit Item No.5 of the properties are already conveyance through the sale deed in favour of one Marimuthu sold by the plaintiff and his father in Registered Document No. 1103/2006 registered at Sub Registrar of Thiruvadanai on 18.08.2006 and the same was marked as Exhibit A11 by the plaintiff it has been admitted by the 1st defendant/1st respondent herein.

(iv) Before filing the original suit, the suit Item No.10 of the properties are already conveyance through the sale deed in favour of one Sumathi sold by the plaintiff and his father in Registered Document No.340/2000 registered at Sub Registrar of Thiruvadanai on 25.09.2000 and the same was marked as Exhibit A9 by the plaintiff it has been admitted by the 1st defendant/1st respondent herein.

(v) The remaining suit Items No.2, 6, 7, 9, 11 and 12 properties are both the parties are enter in to release deed on 23.05.2024. As per the release deed the above said 6 items of properties are exclusive right and title to the plaintiff. The said release deed registered at Sub Registrar of Thiruvadanai in document No.1137/2024 and the same was executed, registered and attested.”

5. The above said terms of settlement agreement and the terms of joint compromise memo have been read over to the parties in the presence of their respective counsels, and both the parties admitted that the same is correct. Hence, the above said terms of settlement agreement and the terms of joint compromise memo are recorded.



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6. Accordingly, this Second Appeal is disposed of by recording both the joint compromise memo and the settlement agreement. The terms of both the settlement agreement and the joint compromise memo shall form a part of this order. No costs. Consequently, the connected Civil Miscellaneous Petition is closed.

11.09.2024

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Index:Yes/No

Speaking Order :Yes/No

Neutral Citation:Yes/No



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P.VADAMALAI, J.

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To

- 1.The Sub Court,
Devakottai
- 2.The District Munsif Court,
Devakottai

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