



S.A.(MD).No.551 of 2023

WEB COPY

THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: 12.02.2024

CORAM:

THE HONOURABLE MRS.JUSTICE S.SRIMATHY

S.A.(MD).No.551 of 2023

and

C.M.P(MD)No.13055 of 2023

Seyad Ibrahim (Died)

1. S.Hallaj

2. S.Shiku Nehu

3. S. Sulthan Beer Mohaideen

4. S.Iman Kasim Beevi

5. S.Abdul Olikader

... Appellants

/Vs./

1. R. Kandasamy

2. R. Sankar

3. Ramasubbiah

...Respondents

PRAYER: Second Appeal filed under Section 100 of the Civil Procedure Code against the Judgment and Decree, dated 05.01.2023 in A.S.No.96 of 2018 on the file of the Sub Court, Thoothukudi, confirming the Judgment and Decree, dated 06.12.2017 in O.S.No.151 of 2012 on the file of the Principal District Munsif Court, Thoothukudi.



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For Appellants : Mr.R.Pon Karthikeyan

For Respondents : Mr.A.Mohan, for R-1

R-2 & R-3 – Given up

JUDGMENT

This Second Appeal is filed to set aside Judgment and Decree, dated 05.01.2023 in A.S.No.96 of 2018 on the file of the Sub Court, Thoothukudi, confirming the Judgment and Decree, dated 06.12.2017 in O.S.No.151 of 2012 on the file of the Principal District Munsif Court, Thoothukudi.

2. The suit in O.S.No.151 of 2012 was filed by the plaintiffs for declaration, declaring that the sale deed, dated 22.02.2002 executed by the 1st defendant through his power agent 2nd defendant in favour of the 3rd defendant under document No.349 of 2002 is null and void and to pass an order of permanent injunction in favour of the plaintiff, restraining the defendants 1 to 3 and their men and agents from interfering with the plaintiff's and his men and agents possession and enjoyment over the schedule of property in manner. The said suit was dismissed, against which the plaintiffs have preferred an appeal in



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A.S.No.96 of 2018 and the appeal was also dismissed. Aggrieved over the same, the present Second Appeal is filed.

3. A joint compromise memo, dated 01.11.2023 has been filed. In the said compromise memo, all the parties to the second appeal have signed, which have also been countersigned by the respective counsels. The said Joint Compromise memo is extracted hereunder:



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IN THE HIGH COURT OF JUDICATURE AT MADRAS
MADURAI BENCH
(Appellate Jurisdiction)

S.A.(MD) No: 551 of 2023

Seyad Ibrahim (Died)

1. S.Hallaj
2. S.Shiku Naina
3. S.Sulthan Beer Mohaideen
4. S.Innam Kasim Beevi
5. S.Abdul Olikader

... Appellants

-Vs-

1. R.Kandasamy
2. R.Sankar
3. Ramasubbiah

... Respondents

COMPROMISE MEMO

The Appellants herein are the legal heirs of Late Seyad Ibrahim Thinn. Seyad Ibrahim during his lifetime purchased the suit schedule property from Tmt.A.Mamuni and Tmt.A.Sabathra vide registered sale deed in Document No.1481/2001 on the file of the Joint I Sub Registrar, Thoothukudi for valid sale consideration. Subsequent to the purchase Thinn. Seyad Ibrahim was in peaceful possession and enjoyment. During the month of March 2011, he came to know that in respect of the very same property, the 1st respondent herein through the 2nd respondent herein (Power Agent), executed a sale deed in favour of 3rd respondent vide Document No.349/2002 dated 22.02.2002 on the file of the Joint I

x ஸெயிட் இப்ராஹிம்
x S. Hallaj
x S. Shiku Naina
x S. Sulthan Beer Mohaideen
x S. Innam Kasim Beevi
x S. Abdul Olikader

A. Kandasamy

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4. Accordingly, the instant second appeal is disposed of in terms of the joint memo of compromise. The suit shall be decreed as per the Joint Compromise memo. The joint memorandum of compromise, dated 01.11.2023 shall form part and parcel of this Judgment and Decree. There shall be no order as to costs.

12.02.2024

Index : Yes / No

NCC : Yes / No

KSA

TO:

1. The Sub Court,
Thoothukudi.
2. The Principal District Munsif Court,
Thoothukudi.
3. The Section Officer,
VR Section,
Madurai Bench of Madras High Court,
Madurai.



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S.SRIMATHY, J.

KSA

Judgment made in
S.A.(MD)No.551 of 2023

Dated:
12.02.2024