



S.A(MD)No.281 of 2004

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED : **23.10.2024**

CORAM

THE HONOURABLE MRS.JUSTICE V.BHAVANI SUBBAROYAN

**S.A(MD)No.281 of 2004
and
C.M.P(MD)No.1376 of 2004**

1.Krishnan
2.Palanichamy
3.Jothivel
4.Ganesan
5.Ponnuthayee ... Appellants/Respondents 1 to 5/
Defendants 1 to 5

Vs.

1.Chinnapillai
2.Chinnammal
3.Pappammal ... Respondents 1 to 3/Appellants/
Plaintiffs

4.Lakshmanan
5.Duraisamy
6.Chinnadurai ... Respondents 4 to 6/Respondents 6, 8 & 9/
Defendants 6, 8 & 9

(Respondents 4 to 6 are given up)

Prayer: Second Appeal filed under Section 100 of the Code of Civil Procedure against the judgment and decree dated 10.03.2004 made in A.S.No.101 of 2003 on the file of the Additional Sub Court, Dindigul, reversing the judgment and decree dated 11.10.2001 made in O.S.No.645 of 1995 on the file of the District Munsif Court, Vendasandur.



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For Appellants	: Mr.A.R.M.Ramesh
For RR 1 to 3	: Mr.Babu Rajendran
For RR 4 to 6	: Given up

JUDGMENT

Heard the learned counsel appearing for the appellants and the learned counsel appearing for the respondents 1 to 3.

2.The learned counsel appearing on either side submits that the matter has been amicably settled between the parties and they have also filed a compromise memo, dated 23.10.2024. The joint compromise memo is found to be signed by both the parties along with the counsel on record and a scanned reproduction of the same is as follows:



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**IN THE HIGH COURT OF JUDICATURE AT MADRAS
MADURAI BENCH
(Appellate Side Jurisdiction)
S.A.No.281 of 2004**

1. Krishman (Died)
2. Palanisamy,
S/o.Krishnan
3. Jothivel,
S/o.Krishnan,
4. Ganesan,
S/o.Krishnan,
5. Ponnuthayec,
W/o.Krishnan,

All are residing at
Karunchinnapatty,
Ayyalur,
Vedasanadur taluk,
Dindigul District.

...

Appellants

-Vs-

1. Chinnapillai,
W/o.Vellaiyan,
2. Chinnammal,
W/o.Rasu,
3. Pappammal,
W/o.Krishnan,
All are residing at
Karunchinnapatty,
Ayyalur,
Vedasanadur taluk,
Dindigul District.

...

Respondents



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TERMS OF COMPROMISE

It is submitted that the Appellants and Respondents 1 to 3 herein are agreed to settle the appeal on the following terms;

1. It is agreed between the Appellants and the Respondents 1 to 3 that the total extent of 1 acre 17 cents of the suit properties will be divided between them.
2. It is agreed that the appellants and his brother jointly entitled 29.25 cents of land. The respondents 1 to 3 are entitled 29.25 cents each separately. The appellants shall take eastern portion of 29.25 cents in S.No.33/3, situate at Ayyalur village, Vedasanadur taluk, Dindigul District. The Respondents 1 to 3 shall take remaining portion of western side measuring to an extent of 52.26 cents in S.No.33/3, situate at Ayyalur village, Vedasanadur taluk, Dindigul District and also take entire portion in S.No.32, measuring to an extent of 35.81 cents. [0.14.50 ares], situate at Ayyalur village, Vedasanadur taluk, Dindigul District.
3. The Appellants agreed to pay Rs.30,000/- to each of the respondents 1 to 3 towards cost on 23.10.2024.



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4. The appellants and his brother are entitled 1/4th share in the well and the respondents 1 to 3 are entitled 3/4th share right in the well situated in the suit property.
5. The appellants and the Respondents 1 to 3 agrees that there will be no recourse of right or interest in the suit property.

It is therefore prayed that this Hon'ble Court may be pleased to accept this joint compromise memo and pass decree as per terms of Memorandum of Joint Compromise between the parties and thus render justice.

Dated at Madurai on this 23rd day of October, 2024

APPELLANTS

1. பழனிநாதன்
2. க.சுப்பிரமணியன்
3.  (LT 08 Ganesan)
4.  (LT 08 Renukathayal)

Counsel for Appellants

8/11/24
15.10.2024/94

RESPONDENTS

1.  or LT 1 of chinappan
2. 
3.  or LT 2 of chinappan
4.  or LT 3 of chinappan

Counsel for Respondents

12/3/24



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3.Today, the appellants paid a sum of Rs.30,000/- each to the respondents 1 to 3 and they also received the same before this Court.

4.There cannot be any dispute regarding the sharing of water. On three days, respondents 1 to 3 will draw water, the appellants will draw water on the fourth day, and again on the fifth day, the respondents 1 to 3 can draw water in rotation basis. Each party can fit an individual motor if they want to draw water from the well.

5.The standing trees in the portion of the appellants and the respondents 1 to 3 are entitled to enjoy the same as per the division, and no one can claim a right over the other trees in the other person's lands.

6.The appellants and the respondents 1 to 3 can file an application before the Taluk Surveyor for measuring the properties by paying necessary fees, as per the division entered into the compromise memo and on receiving the application with necessary fees, as per the division entered into the compromise memo, the Taluk Surveyor can measure the property and the Tahsildar can issue appropriate individual patta in the name of the parties.



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7. Accordingly, the Second Appeal is disposed of in terms of the compromise memo dated 23.10.2024 and there will be a decree accordingly. The compromise memo, dated 23.10.2024, shall form part of the decree. No costs. Consequently, connected Miscellaneous Petitions are closed.

23.10.2024

NCC : Yes/No
Index : Yes/No
ps

To

1. The Additional Sub Court,
Dindigul.

2. The District Munsif Court,
Vedasandur.

3. The Record Keeper,
V.R. Section,
Madurai Bench of Madras High Court,
Madurai.



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V.BHAVANI SUBBAROYAN, J.

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Judgment made in
S.A(MD)No.281 of 2004

23.10.2024