



C.S.No.305 of 1999

IN THE HIGH COURT OF JUDICATURE AT MADRAS

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DATED: 24.09.2025

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THE HONOURABLE DR.JUSTICE R.N.MANJULA

C.S.No.305 of 1999 and
A.Nos.4427 to 4429 of 2019

Mrs.V.R.Sumathi

... Plaintiff

Vs.

Mr.G.Sudarshan

... Defendant

PRAYER: Complaint filed under Order VII Rule 1 C.P.C r/w Order IV Rule 1 of Original Side Rules, praying for the following judgment and decree as against the defendant;

a) For a direction and delivery of the possession of properties bearing door Nos.69 & 70, Govindappa Naicken Street, George Town, Chennai - 600 001, as more fully described in the schedule hereunder from the defendant, his agents, servants, nominee / nominees, representatives, legal heirs and anyone acting under him and also to declare that the alleged partition deed dated 11.05.1996 registered as document as 1084 of 1996 between the defendant and Sri.Kannaiah Chetty is unlawful, illegal and void as it has been obtained by force, compulsion and misrepresentation without free will and consent from the plaintiff's father by the defendant.

b) For a declaration that the defendant or his agents, servants, legal heirs or anyone acting under him is not entitled to deal with the properties bearing No.69 & 70, Govindappa Naicken Street, as morefully described in



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the schedule herein, in any manner whatsoever including leasing out, exchanging, conveying any right or rights or dealing in any manner by way construction or collecting rents from any of the tenants or lessees in the schedule mentioned properties and render justice.

c) For permanent injunction restraining the defendant his agent, servants, legal heirs or anyone acting under him in dealing with the properties at No.69 & 70, Govindappa Naicken Street, George Town, Chennai - 1, in any manner or collection of rents or dealing in any manner over the schedule mentioned properties.

d) For judgment and decree for a sum of Rs.4,80,000/- for unlawful occupation and use by the defendant, his agents or anyone acting under him for the entire first floor, second floor and third floor areas at No.69, Govindappa Naicken Street, Chennai - 1 at the rate of Rs.15,000/- per month from July, 1996 to March 1999 with interest at the rate of 24% per annum from the date of institution of the suit and for a direction to deposit damages for use and occupation of suit premises at Rs.15,000/- per month till handing over the possession of the schedule mentioned properties and render justice.

e) Judgment and decree for a sum of Rs.2,66,800/- against the defendants for the rents illegally collected by him from the tenants staying at No.69 & 70, Govindappa Naicken Street, Chennai - 1, for 33 months.

f) for cost of the suit.

For Plaintiff : Mr.J.D.Srikanth Varma for
Mr.T.Srikrishna Bhagawat

For Defendant : Mr.N.Varatharajan for
Mr.N.Nagusah



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JUDGMENT

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This suit has been filed by the plaintiff for delivery of possession, declaration, permanent injunction and other consequential reliefs.

2. A joint compromise memo has been filed by the plaintiff and the defendant having seen signed in the same. The plaintiff in C.S.No.305 of 1999 has made her appearance through Video Conferencing, in view of her health condition. The defendant is present before this Court. Both the counsels for the plaintiff and the defendant are present.

3. The learned counsel for the plaintiff and defendant identified the parties and on enquiry, the parties have submitted that they have fully understood the terms of compromise and they have affixed their signatures in agreement to the terms of the same. In view of the same, the suit filed in C.S.No.305 of 1999 has to be decreed in terms of joint compromise.

4. The parties have agreed to divide the rent so far deposited to the account of the suit in the Court as per the terms of compromise i.e., 2/3 share to the defendant and 1/3 share to the plaintiff as per clause 13(j) of the terms of compromise. A rough sketch denoting the division of the properties



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attached with the joint memo of compromise shall also form part of the decree. The parties are at liberty to file an application to withdraw their respective shares of rent that is being deposited in the account of the suit in the Court so far, in accordance with Clause 13(j) of the terms of compromise.

5. Accordingly, the suit in C.S.No.305 of 1999 has been decreed in terms of joint memo of compromise. No costs. Consequently, connected miscellaneous applications are closed.

24.09.2025

Index :Yes/No

Internet : Yes

Speaking / Non-speaking Order

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R.N.MANJULA, J.

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