



WEB COPY

OP No. 941 of 2



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 17-12-2025

CORAM

THE HON'BLE MR.JUSTICE P. DHANABAL

O.P. No. 941 of 2006

N.Rajendran (deceased)

1. R.Kuppammal

2. Ravi

3. Nagaraj

..Petitioner(s)

Vs

1. Lakshmi

(Father's name not known to the petitioner)

No.15, New No.34, 6th St, Bharati Nagar,
Korukkupet, Chennai- 600 021

2. R.Devi

No.15A, Bharathi Nagar , 6th St, Korukkupet,
Chennai- 600 021

3. R.Sandhiya

No.15A, Bharathi Nagar, 6th St, Korrukupet,
Chennai- 600 021

4. R.Tharaneeswari

No.15A, Bharathi Nagar, 6th St, Korrukupet,
Chennai- 600 021

Respondents 2 to 4 are impleaded as per
order dt. 16.02.2008 in APPL.No.285 of 2008
Respondents 3 and 4 have attained the age of
Majority. Amended as per order dated
06.07.2018 in Appln.No.4892/2018

..Respondent(s)

Prayer: Petition filed under Part-X of the Indian Succession Act r/w
Order XXV Rule 6 of the Original Side Rules to grant Succession Certificate to
the petitioners with a power to collect the debts and to receive interest if any
on the amount specified in the schedule.



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For Petitioner(s): Mr.R.Velu

For Respondent(s): Mr.M.J.Vijayaraghavan

ORDER

Today, when the petition is taken up for hearing, the learned counsel on either side appeared through video conference and submitted that the matter has been amicably settled between the parties.

2. On going through the documents placed on record, it is seen that the dispute has been amicably settled between the parties through Mediation. Further, the Tamilnadu Mediation and Conciliation Center attached to this Court has also sent a report along with settlement agreement dated 28.11.2025. The petitioners 1 to 3 and the respondents 1 to 4 have agreed to the terms and conditions mentioned in the settlement agreement. The said settlement agreement is re-produced hereunder:-

“(A) Petitioners 1 to 3 and Respondents 1 to 4 are agreeing between themselves to share all the amounts lying with the BSNL such as death cum retirement gratuity, cash equivalent to leave salary, insurance amounts due accumulated with BSNL and to share the amount in the Ratio of 30% to the Petitioners and 70% to the respondents, respectively.

(B) Respondents 1 to 4 and Petitioners 1 & 2 have no objection for the 3rd petitioner to get appointment under



compassionate grounds in the BSNL, and the 3rd petitioner is entitled for the compassionate appointment.

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(C) (i) Petitioners 1 to 3 and respondents 1 to 4 are agreeing between themselves to share the pension arrears amount inclusive of interest accumulated with BSNL as on date of passing of judgment and decree and they are entitled for the share at the ratio of 30% for petitioners and 70% for respondents, respectively.

(ii) Respondents 2 to 4 have no objection to pay 70% of the pension arrears amount, death cum retirement Gratuity, cash equivalent to leave salary, insurance amounts due exclusively in favour of the 1st respondent herein by BSNL Authority.

(iii) Similarly, Petitioners 2 & 3 have no objection to pay 30% of the pension arrears amount, death cum retirement Gratuity, cash equivalent to leave salary, insurance amounts due exclusively in favour of the 1st petitioner herein by BSNL Authority.

(D) Respondents 1 to 4 have no objection for receiving full future pension by the 1st petition for the rest of her life time, subject to the condition mentioned above in 9(c)(i) after passing of the Judgement and decree and 1st petitioner is entitled for the same.

10. By signing this agreement the parties hereto state that they have no further claims or demands against each other with respect to O.P.no.941 of 2006 and all disputes and differences in



*this regard have been amicably settled by the parties hereto
through the process of Mediation / conciliation.”*

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In view of the above said settlement agreement dated 28.11.2025 arrived at between the parties, this petition is disposed of. The said settlement agreement dated 28.11.2025 shall form part of the order.

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Index: Yes / No
Internet: Yes/ No
ssd



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P.DHANABAL, J.

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