



WEB COPY

CS No. 362 of 2



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 31-07-2025

CORAM

THE HONOURABLE MR.JUSTICE K.KUMARESH BABU

C.S.No.362 of 2019

and

O.A.No.585 of 2019 & O.A.No.586 of 2019

1. Mrs.Angelina Sushila Daniel
(Deceased)
W/O.LATE CHANDRA EBENEZER
DANIEL OLD NO.6, NEW NO.8
CHURCH LANE (3RD LANE)
RITHERDON ROAD, VEPERY,
CHENNAI 600 007. (2nd Plaintiff and
the Defendants are the legal heirs of the
deceased 1st Plaintiff as per order dated
17.02.2022 in OA.Nos.585 and 586/19
and A.No.1843/2020).

2.Dr.Rajesh Daniel S/o.Late Chandra
Ebenezer Daniel
Old No.6 New No.8 Church Lane (3rd
Lane) Ritherdon Road, Vepery Chennai
600 007.

Plaintiff(s)

Vs

1. Dev Daniel And Another
Flat 5c Tangy Apartments No.6/9
Dr.P.V.Cherian Crescent Road, Egmore



Chennai 600 008.

2.Dr.Vinod Daniel

WEB Chennai

Defendant(s)

PRAYER

Plaint filed under Order IV Rule 1 of O.S.Rules, read with Order VII Rule 1 of C.P.C., praying to pass a judgment and decree in favour of the plaintiffs:-

a) To declare the Settlement Deed dated 11.08.2017 and registered as Doc No.4794 of 2017 on the file of Sub-Registrar, Purasawalkam, executed in the name of Dev Daniel, the 1st Defendant herein, as invalid, sham, nominal and null and void.

b) To declare the Settlement Deed dated 11.08.2017 and registered as Doc No.4795 of 2017 on the file of Sub-Registrar, Purasawalkam, executed in the name of Dr.Vinod Daniel, the 2nd defendant herein, as invalid, sham, nominal and null and void;

c) To award cost of the suit;

d) To grant such other relief and reliefs as this Hon'ble Court may deem fit and proper in the circumstances of the case and thus render justice.

For Plaintiff(s): Mr.T.R.Sathiyamohan

For Defendant(s): M/s.P.T.George
(For D1 & D2)



JUDGMENT

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When the matter was taken up for hearing, the learned counsels appearing on either side would submit in unison that the parties to the suit have arrived at a compromise and had entered into a Terms of Joint Memorandum of Compromise and the same is placed before this Court.

2. The plaintiffs and the first defendant are before this Court and they were identified by the respective learned counsels appearing on behalf of them. They had also acknowledged the statement made by the learned counsel appearing on either side. They had also submitted that the second defendant is currently away from India and therefore, he is unable to present himself before this Court. They have acknowledged that the second defendant has also entered into the Joint Memorandum of Compromise.

3. In view of the understanding that had been arrived at between the parties on the terms of Joint Memorandum of Compromise dated 31.07.2025, the suit in C.S.No.362 of 2019 stands disposed of as settled out of Court. The



said compromise shall form part and parcel of the decree.

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4. Registry is directed to refund the Court fee as applicable in the name of the plaintiffs. Registry is further directed to issue a certified copy of the judgment and decree by 14.08.2025.

5. However, there shall be no order as to costs. Consequently, connected miscellaneous applications are closed.

31-07-2025

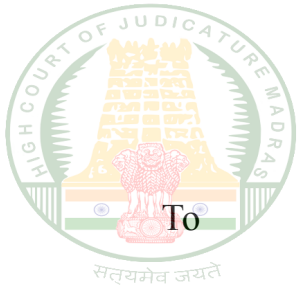
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Index: Yes/No

Speaking/Non-speaking order

Internet: Yes

Neutral Citation: Yes/No



To

1.Dey Daniel And Another

Flat 5c Tangy Apartments No.6/9

Dr.P.V.Chерian Crescent Road, Egmore

Chennai 600 008.

2.Dr.Vinod Daniel

Chennai



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K.KUMARESH BABU J.

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