



IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated: 17.12.2025

Coram:

The Honourable Mrs.Justice T.V.THAMILSELVI

**S.A.No.881 of 2021
and C.M.P.No.16725 of 2021**

1.S.Senthil @ Senthil Kumar

2.S.Sangeetha

...Appellants

Versus

1.S.Chandramohan

2.Megala

...Respondents

Prayer: This Second Appeal is filed under Section 100 of C.P.C praying to set aside the Judgment and Decree dated 29.10.2020 made in A.S.No.5 of 2020 on the file of Additional District Judge, Dharmapuri in partly modifying the Judgment and Decree dated 19.12.2019 made in O.S.No.64 of 2011 on the file of Principal Subordinate Court, Dharmapuri and to allow the Second Appeal.

For Appellants : Mr.C.Prabakaran

For Respondent – 1 : Mr.Arun Anbumani

For Respondent – 2 : Mr.D.Rajalakshmi



JUDGMENT

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This Second Appeal has been preferred by the Appellants/Defendants 4 & 5 seeking to set aside the Judgment and Decree dated 29.10.2020 in A.S.No.5 of 2020 passed by the learned Additional District Judge, Dharmapuri, partly modifying the Judgment and Decree dated 19.12.2019 in O.S.No.64 of 2011 passed by the learned Principal Subordinate Judge, Dharmapuri.

2. Today, the learned counsel on either side submitted in unison that the dispute between the parties has been amicably settled and the parties have entered into a Joint Memorandum of Compromise dated 17.12.2025. They further submitted that as per Clause 6 of the said Joint Memorandum of Compromise, Appellants and Respondents are at liberty to obtain Patta and to mutate the revenue records in their names in respect of the properties allotted to them. The learned counsels have produced the Joint Memorandum of Compromise dated 17.12.2025 signed by both the parties before this Court and prayed that, this Second Appeal may be disposed of in terms of said Joint Memorandum of Compromise.



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3. The Joint Memorandum of Compromise dated 17.12.2025 reads as follows:

“JOINT MEMORANDUM OF COMPROMISE
FILED BY THE APPELLANTS AND RESPONDENTS

1. *The Appellants and the Respondents herein (hereinafter also jointly referred to as ‘Parties’) submit that the 2nd Respondent herein had filed the Suit in O.S.No.64 of 2011 before the learned Subordinate Judge, Dharmapuri seeking for the relief of partition of her ¼ share with separate possession in A, B & C Schedule properties in the suit for a declaration that the Will dated 21.05.1997 registered as Document No.32/111B/1997 on the file of Joint-II, Sub-Registrar, Dharmapuri as null and void and also for mesne profit Order XX Rule 12 of C.P.C. The Appellants herein were arrayed as Defendant Nos.4 and 5 and the 1st Respondent herein was arrayed as the 1st Defendant in the said suit.*
2. *The said suit was decreed by a Decree and Judgment dated 19.12.2019. Aggrieved over the same, the 1st Respondent herein preferred an Appeal in A.S.No.5 of 2020 before the learned Additional District Judge, Dharmapuri. The said Appeal was allowed in part by a Decree and Judgment dated 29.10.2020. Aggrieved over the same, the Appellants herein have preferred the above Second Appeal.*
3. *During the pendency of the said Second Appeal, the Appellants and the Respondents herein have discussed and deliberated their rival claims in the presence of well-wishers of both sides and agreed to amicably settle their disputes. Accordingly, they have arrived at and accepted the following terms of joint memorandum*



of compromise.

4. *The suit schedules A & C described properties (being vacant lands measuring an extent of 1.16 Acres in S.No.547/1 together with a Well and 73 cents in S.No.547/1, an extent of 24 cents in S.No.547/1 and an extent of 24 cents and 31 cents in S.No.547/1A are clubbed together and the same are divided/partitioned amongst the Appellants and the Respondents herein as per their agreed terms and the properties so allotted to the respective Parties herein are accordingly described as Schedules A to F in this Joint Memorandum of Compromise. The S.Nos. of the above referred vacant lands were subsequently sub-divided and accordingly, the sub-divided S.Nos. are mentioned hereinbelow in this joint memorandum of compromise. The details of the properties so allotted to the parties herein under the said schedules A to F are set out in separate sheets along with a coloured sketch showing the said properties allotted of each of the parties and the same are annexed to this joint memorandum of compromise.*

i) A Schedule properties herein are allotted to Chandramohan (1st Respondent/1st Defendant) and the same are delineated in Pink colour in the sketch annexed hereto.

The properties so allotted are comprised in

- 1) S.No.547/1A1C – 4.32 cents,*
 - 2) S.No.547/1A1C – 5.72 cents,*
 - 3) S.No.547/1A1A – 3.95 cents,*
 - 4) S.No.547/1A1B – 7.06 cents,*
 - 5) S.No.547/1A1B – 12.81 cents,*
 - 6) S.No.547/1A1B – 8.14 cents*
 - 7) S.No.547/1A1B – 9.97 cents,*
- in all totalling 51.97 cents.*



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ii) *B Schedule properties herein are allotted to S.Senthil @ Senthilkumar (1st Appellant/4th Defendant) and the same are delineated in Yellow colour in the Sketch annexed hereto.*

The properties so allotted are comprised in

- 1) *S.No.547/1A1C – 3.70 cents,*
 - 2) *S.No.547/1A1B – 11.72 cents,*
 - 3) *S.No.547/1A1B – 11.72 cents,*
 - 4) *S.No.547/1A1B – 6.29 cents,*
 - 5) *S.No.547/1A1B – 10.24 cents,*
 - 6) *S.No.547/1A1B – 8.22 cents*
 - 7) *S.No.547/1A1A – 8.69 cents,*
 - 8) *S.No.547/1A1A – 4.22 cents,*
 - 9) *S.No.547/1A1B – 10 cents.*
- in all totalling 74.80 cents.*

iii) *C Schedule properties herein are allotted to Sangeetha (2nd Appellant/5th Defendant) and the same are delineated in Green colour in the Sketch annexed hereto.*

The properties so allotted are comprised in

- 1) *S.No.547/1A1C – 3.75 cents,*
 - 2) *S.No.547/1A1A – 8.64 cents,*
 - 3) *S.No.547/1A1B – 6.46 cents,*
 - 4) *S.No.547/1A1B – 8.32 cents*
- in all totalling 27.17 cents.*

iv) *D Schedule properties herein are allotted to Megala (2nd Respondent/Plaintiff) and the same are delineated in Blue Colour in the Sketch annexed hereto.*

The properties so allotted are comprised in

- 1) *S.No.547/1A1C – 2.98 cents,*
- 2) *S.No.547/1A1A – 11.87 cents,*
- 3) *S.No.547/1A1A – 2.46 cents,*
- 4) *S.No.547/1A1B – 6.29 cents,*



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in all totalling 23.60 cents.

v) E Schedule property herein, being a Well with land thereon, is allotted in common to Chandramohan (1st Respondent/1st Defendant) and S.Senthil @ Senthilkumar (1st Appellant/4th Defendant) and the same are delineated in Violet colour in the sketch annexed hereto.

The properties so allotted are comprised in S.No.547/1A1B – 4.44 cents.

vi) F Schedule properties herein, being the common access roads, are allotted in common for all the Parties herein for access and the same are delineated in Brown colour in the Sketch annexed hereto.

The properties so allotted are comprised in

- 1) S.No.547/1A1A – 18.09 cents,*
 - 2) S.No.547/1A1B – 34.44 cents,*
 - 3) S.No.547/1A1C – 15.97 cents,*
- in all totalling 68.50 cents.*

- 5. The Suit Schedule B described property, being the land and house situated at Door No.3/2, Arjuna Gounder Street, Dharmapuri Town, Dharmapuri District comprised in Town Survey No.10, Old Survey No.85/A1A1C1C1C2A to an extent of 0.00.64 hectares (688 ¼ Sq.ft) with the house building and all other appurtenances attached thereon, morefully described in Item 1 in Schedule G herein is allotted to S.Senthil @ Senthil Kumar (1st Appellant/4th Defendant). Another house property situated at Door No.21/12, Kuppan Street vide Dharmapuri Municipality Property Tax No.037/007/900214, corresponding to Old Property Tax No.037/7037 at Ward No.07 with the house building and all other appurtenances attached thereon, morefully described in Item 2 in Schedule G herein, is also included in this joint memorandum of*



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compromise and the same is allotted to S.Senthil @ Senthil Kumar (1st Appellant/ 4th Defendant).

6. *The Appellants and the Respondents shall take possession of the respective properties allotted to them, as set out in the Schedules herein and shall enjoy the same as absolute owners thereof, with all powers of alienation. The appellants and the respondents are at liberty to obtain Patta and other revenue records in their respective names for their respective properties allotted herein.*
7. *The Appellants and the Respondents state that by signing this Joint Memorandum of Compromise, they have no further claims or demands against each other with respect to the disputes and differences that had arisen between them in the suit and that all such disputes and differences have been amicably settled by them in the manner aforesaid.*

The Appellants and the Respondents herein most respectfully pray that this Hon'ble Court may be pleased to pass a Compromise Final Decree in the above S.A.No.881 of 2021 in terms of this Joint Memorandum of Compromise and thus render justice."

4. The above Joint Memorandum of Compromise dated 17.12.2025 is recorded and the same shall form part of the judgment.

5. Considering the submissions made by the learned counsel on both sides, this Second Appeal is disposed of in terms of the Joint Memorandum of Compromise dated 17.12.2025.



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6. It is made clear that as per Clause 6 of the aforesaid Joint Memorandum of Compromise dated 17.12.2025, liberty is granted to the Appellants and Respondents to approach the Revenue Authorities to obtain Patta and to mutate the revenue records in their names in respect of the properties allotted to them. No costs. Consequently, connected Miscellaneous Petition is closed.

17.12.2025

mrr

Index: Yes/No

Speaking Order (or) Non-Speaking Order

To

- 1.The Additional District Judge,
Dharmapuri.
- 2.The Principal Subordinate Judge,
Dharmapuri.



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T.V.THAMILSELVI, J.

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S.A.No.881 of 2021

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