



WEB COPY

CS NO. 64 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 01-04-2025

CORAM

THE HONOURABLE MR JUSTICE K.KUMARESH BABU

CS NO. 64 of 2025

Mr.Jaidev Subramanian
S/o.Markandan Subramanian, No.6/19, 3rd Cross
Street, Seethammal Colony Extensions, Teynampet,
Ch-18

Plaintiff

Vs

1. Markandan Subramanian
2. Mrs.Pavithra Sankarakrishnan
3. Minor Mekhala Charan

Defendants

Suit filed to rectify the errors in the Principal Deed i.e., Settlement Deed dated 23.03.2017, registered as Document No.348 of 2017, in the Office of Sub Registrar, Joint-I, Chennai Central, in the manner detailed in the Schedule hereto.

For Plaintiff: Mr.Srinath Sridevan
Senior Counsel for
M/s Bhagavath Krishnan PMN

For Defendants:
Mr.Ashwarya Nathan

JUDGMENT

When the matter is taken up today, learned counsels appearing on either side would submit that the *lis* has been settled. Plaintiff is present before the



WEB COPY

Court and the defendants 1 and 2 appeared through video conference and identified by the respective counsels.

2. They have filed a Joint Memo of Compromise dated 31.03.2025, signed by the parties along with their respective counsel which is also acknowledged by the parties. The Joint Memorandum of Compromise reads as follows:-

JOINT MEMORANDUM OF COMPROMISE

*The Plaintiff and Defendants No.1 to 3 above
named humbly submit as under:*

1. Plaintiff's late mother, Mrs.Vidya Subramanian, the wife of 1st Defendant and mother in law of 2nd Defendant and grandmother of 3rd Defendant has executed a Settlement Deed on 23.03.2017(Doc No.348/17) in favour of the Plaintiff and unbeknownst to the parties there was an obvious typographical blunder in the Deed, which remained unnoticed until 2024 by which time, Mrs.Vidya Subramanian had died.

2. The present Civil Suit has been filed by the Plaintiff under Section 26 of the Specific Relief



WEB COPY



Act, 1963 to rectify the errors in the Principal Deed.

3. It is submitted that the there are certain typographical errors and inaccuracies in the Settlement Deed dated 23.03.2017 which do not reflect the true intent of the parties.

4. Since the rectification of the Settlement Deed dated 23.03.2017 will benefit all the parties to the present suit, the Defendants herein agree that the relief prayed for in the present suit and further will submit to the Decree of this Hon'ble Court.

5. The 2nd Defendant being the mother and natural guardian of the 3rd Defendant has satisfied that the rectification of the Deed as prayed for in this suit is in the best interest of the minor defendant and for her welfare.

WHEREFORE it is therefore prayed that this Hon'ble Court be pleased to record this Joint Memorandum of Compromise in the above civil suit and pass such further or other orders as deemed fit and proper and thus render justice."



WEB COPY



K.KUMARESH BABU.J.,

sr

3. The above Joint Memorandum of Compromise dated 31.03.2025 is taken on record and the suit is disposed of in view of the compromise entered into between the parties. No costs. The Joint Memorandum of Compromise shall form part of the decree.

4. Registry is directed to refund the Court fee, as per the relevant Rules.

01-04-2025

sr
Index:yes/no
Internet:yes/no

CS NO. 64 of 2025