



A. No. 4550 of 2025
and C.S. No. 101 of 2016

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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 15.10.2025

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THE HONOURABLE Dr. JUSTICE R.N.MANJULA

A. No. 4550 of 2025
and C.S. No. 101 of 2016

1.Elizabeth Joyce
2.Esther Roselin

...Applicants

Vs.

1.A.S.Jebakumar
2.A.S.George

... Respondents

Prayer : This application has been filed under Order XIV Rule 8 of the Original Side Rules read with Section 151 of the Code of Civil Procedure, praying for a direction to the respondents to take steps to rectify the errors in settlement deed bearing Document No. 3677 of 2022 dated 23.08.2022 in compliance with the judgment and decree dated 08.09.2020 in C.S. No. 101 of 2016 passed by this Court.

For applicant : M/s.Suhrith Parthasarathy
For M/s.Arun Karthik Mohan
For Respondents : Mr.Abraham Engles (R1)



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ORDER

The applicants are the plaintiffs, who have filed this application for directing the respondents to correct the error in the Settlement-deed dated 23.08.2022 in Document No. 3677 of 2022 in compliance with the judgment and decree dated 08.09.2020 in C.S. No. 101 of 2016 passed by this Court.

2. The suit in C.S. No. 101 of 2016 has been filed by the plaintiffs for the relief of partition. Subsequently, the parties have entered into an oral family arrangement on 13.01.2017 and they have entered into a joint compromise. On filing the joint compromise memo, this Court has passed the decree in terms of the compromise and oral family arrangement. The joint compromise memo was also made as part of the decree. In compliance of the terms of the joint compromise, the defendants 1 and 2 / respondents 1 and 2 had executed two Settlement-deeds dated 23.08.2022 in Document Nos. 3677 and 3670 of 2022 in the Sub Registrar Office, Kodambakkam, Chennai in respect of the Schedule-B and Schedule-C properties respectively. As the respondents had a half



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share in the above properties, the conveyance through the Settlement-deed has been made in accordance with the joint compromise based on which the compromise decree has been passed on 08.09.2020 by this Court.

3.While executing the Settlement-deed dated 23.08.2022 in Document No.3677 of 2022 in respect of the Schedule-B property, some clerical error crept in describing the boundary details. The discrepancies are set out in the following table:-

<i>Actual boundaries as per Schedule-B of the Oral Family Arrangement</i>	<i>Incorrect boundaries wrongly mentioned in Document No.3677/2022</i>
<i>“North by:Property in S.Nos. 100 & 101 house belonging to Munnusamy and Muthu</i>	<i>“North by: Property belonging to Swaminatha Nadar</i>
<i>South by: Property belonging to Rajakani Ammal</i>	<i>South by: Property belonging to Amaravathiammal and Boolagammal</i>
<i>East by: 6 Feet lane in S.No. 1188</i>	<i>East by: 6 Feet Lane in S.No.1188</i>
<i>West by: Rangarajapuram Road</i>	<i>West by: Rangarajapuram Road</i>
<i>and lying within the Registration District of Chennai-Central and Registration Sub-District of Kodambakkam”</i>	<i>And lying within the Registration District of Chennai-Central and Registration Sub-District of Kodambakkam”</i>



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As the applicants noticed the discrepancies during June 2024, they have issued legal notice to the respondents on 06.07.2024 calling upon them to rectify the errors. Despite the 2nd respondent has understood the clerical error and agreed to rectify the same, the 1st respondent does not come forward to do the necessary rectification and see the Settlement-deed is executed in accordance with the description of the properties as found under the Schedule-B of the suit properties.

4. In fact, the 2nd respondent counsel, who is present before the Court has also agreed to rectify the error any time convenient to the applicants. The 1st respondent has filed counter and submitted that as per the terms of compromise, in case of any misunderstanding subsequent to the compromise, the matter has to be referred to the Arbitrator and not to the Court.

5. It is further submitted that as per the terms of the compromise, the applicants did not execute any conveyance in favour of the 1st respondent in respect of the Schedule-H property.



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6. As per the terms of compromise, only when there is a dispute or misunderstanding arose between the parties, the matter has to be arbitrated. In the instant case, there is no dispute as to the entitlement or about the shares allotted to the parties. So under any stretch of imagination, the clerical error crept in describing the boundaries for Schedule-C property, which is obviously mentioned wrongly from the boundary details given in the Schedule-C property attached to the terms of compromise, cannot be considered as a dispute or difference of understanding.

7. There is no dispute or misunderstanding in respect of understanding of the parties with regard to the terms of compromise in respect of Schedule-B property, but it is the submission of the learned counsel for the 1st respondent that some other properties detailed under paragraph 8 of the counter has not been included in the suit and they are also meant to be partitioned. Insofar as the present suit in C.S. No. 101 of 2016 is concerned, those properties were not included and hence, the terms of compromise do not touch upon the same. So, it is for the 1st



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respondent to initiate appropriate proceedings as per the legal advice obtained by him. So, that cannot be the reason to withhold the correction of the error apparent in the description of the boundary of the Schedule-B property, which is the subject matter of the Settlement-deed dated 23.08.2022 in Document No. 3677 of 2022.

8. The other contention of the 1st respondent /1st defendant is that the terms of compromise is inclusive of Schedule-H property and as per the terms of compromise, Schedule-H property has to be registered in his favour.

9. On perusal of the terms of compromise, it is seen that there is no extent, survey number or boundaries mentioned under Schedule-H property. So, the 1st respondent is at liberty to seek the details of Schedule-H property from the applicants and after it is furnished to him, he can seek an amendment to the schedule-H is the terms of compromise and consequently, the compromise decree. If the parties find it difficult to arrive at any consensus with regard to the Schedule-H property, then the



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1st respondent can approach the arbitrator to resolve the issue. Except the reluctance on the part of the 1st respondent to come along with the 2nd respondent to rectify the error in the boundary details of Schedule-B property in Document No.3677 of 2022 executed in favour of the applicants by the respondents, I find no other valid reason to deny the request of the applicants.

10.At this juncture, it is submitted that the 1st respondent is bedridden and he could not move out for executing any documents to rectify the mistake as stated already. The 2nd respondent is none other than the brother of the 1st respondent and he is also a party to the terms of compromise and he had well understood the mistakes crept in the boundary details of the Schedule-B property. So, it may not be the problem for the 1nd respondent to give a power of attorney to the 2nd respondent to execute the rectification on behalf of the 2nd respondent also. If the first respondent is not amenable to any of the means or methods to get the mistake rectified, it is open to the applicants to initiate contempt proceedings against him for not complying with the terms of



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decree in its letter and spirit or for causing an unnecessary problem.

11. Hence, this application is allowed by directing the first respondent to execute the rectification for the purpose of complying the terms of the decree in respect of the Schedule-B property, more particularly, to correct the mistakes crept in describing boundary details in the applicants' Settlement-deed dated 23.08.2022 in Document No. 3677 of 2022 within a period of two weeks from the date of receipt of a copy of this order, failing which, the applicants are at liberty to initiate contempt proceedings for non-compliance of the decree passed by this Court. No costs.

15.10.2025

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Dr. R.N.MANJULA, J.

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