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S.A.No. 919 of 2023

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: **23-01-2025**

CORAM

THE HONOURABLE MRS JUSTICE T.V.THAMILSELVI

Second Appeal No. 919 of 2023

Parthiban
S/o.Perumal Naidu

...Appellant

Versus

1.P.Amudha
W/o.Parthiban

2.The Sub Registrar
Office of the Sub Registrar
Kalavai Village, Arcot Taluk
Vellore District

3.The District Registrar
Office of the District Registrar
Arakonam Town and Taluk
Vellore District

...Respondents

Prayer: Second Appeal is filed under Section 100 of the Code of Civil Procedure, praying to set aside the Judgment and Decree dated 26.06.2023 made in A.S.No.71 of 2018 passed by the Sub Court, Cheyyar, confirming the Judgment and Decree dated 09.11.2018 made in O.S.No. 208 of 2013 passed by the Principal District Munsif, Cheyyar.



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For Appellant : Mr.K.M.Balaji
For Respondent-1 : Mr.R.Vasudevan
For Respondents 2 & 3 : Mr.R.Siddarth
Government Advocate

JUDGMENT

This Second Appeal has been filed seeking to set aside the Judgment and Decree dated 26.06.2023 made in A.S.No. 71 of 2018 on the file of the Sub Court, Cheyyar, confirming the Judgment and Decree dated 09.11.2018 made in O.S.No. 208 of 2013 on the file of the Principal District Munsif, Cheyyar.

2. The appellant/husband herein is the first defendant, the first respondent/wife herein is the plaintiff and the respondents 2 & 3 herein are the defendants 2 & 3 before the Trial Court in O.S.No. 208 of 2013 on the file of the “Principal District Munsif, Cheyyar”.



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3. Today, when the matter came up for hearing, Mr.K.M.Balaji, learned Counsel for the appellant and Mr.R.Vasudevan, learned Counsel for the 1st respondent and Mr.R.Siddarth, learned Government Advocate on behalf of the 2nd and 3rd respondents are appeared before this Court.

4. As per the terms of Joint Compromise Memo dated 23.01.2025, the appellant/husband has produced two Demand Drafts drawn on State Bank of India, Cheyyear Branch, namely, (i) bearing D.D.Nos. 166611, dated 04.01.2025 for a sum of Rs.3,00,000/- and (ii) 166593, dated 09.01.2025 for a sum of Rs.2,50,000/- in favour of P.Amutha, the first respondent herein. On receipt of the two Demand Drafts, the 1st respondent is directed to handover all the original documents in respect of suit schedule property to the appellant/husband.

5. The learned Counsel for the appellant/husband submitted that three more documents, namely, Partition Deed and two Sale Deeds are under the custody of the 1st respondent/wife. In reply, the learned Counsel for the 1st respondent/wife submitted that the 1st respondent is having no other documents, namely, Partition Deed and two Sale Deeds stand in the



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name of the appellant/husband and the same had already been recorded.

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6. As per the terms of the Joint Compromise Memo dated 23.01.2025, the 1st respondent/wife is permitted to reside in the house till her lifetime and on the backyard of the portion, the appellant/husband is entitled to use the same. Further, the 1st respondent/wife has requested before this Court 3 sqft out of 619 sqft is required for her personal use and the same was agreed by the appellant/husband to avoid further complications. Pursuant to the same, the appellant/husband is directed to leave 3 sqft on the northern side of the backside of the house to the 1st respondent/wife.

7. Both the parties are directed not to disturb the possession of each other. Insofar as the Family Card is concerned, it is open to the appellant/husband to approach the Revenue Authority for getting fresh Family Card by submitting an application in accordance with law.



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8. The parties have entered into a Joint Compromise Memo dated 23.01.2025 and today, a Joint Compromise Memo signed by both the parties and counter signed by their respective counsels, which was filed and reads thus:-

“The appellant has filed the above S.A.No. 919 of 2023 as against the judgment and decree dated 26.06.2023 made in A.S.No. 71 of 2018, confirming the judgment and decree dated 09.11.2018 made in O.S.No. 208 of 2013 by the Principal District Munsif Court, Cheyyar.

During the pendency of the above second appeal the appellant and the respondent have arrived for a compromise and the terms of compromise are as follows:-

1.The appellant has already paid a sum of Rs.3,50,000/- to the respondent on 03.07.2024 and the appellant shall further pay a sum of Rs.5,50,000/- towards the full and final settlement of the suit claim i.e., the maintenance payable to the respondent.

2.Accordingly, the appellant is paying a sum of Rs.5,50,000/- to the respondent by way of Demand Draft Nos.166611 and 166593, drawn on State Bank of India, Cheyyar Branch dated 04.01.2025 and 09.01.2025 respectively.



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3.The respondent has received the above demand drafts from the appellant today. The respondent shall not claim any further sum from the appellant.

4.The appellant has agreed to permit the respondent to reside in the house property bearing Survey No. 20/14, Vacant space and house building measuring 452 sqft and 609 sqft respectively, totally measuring 1061 sqft., out of the total extent of the property measuring 1680 sqft., situated at Padasalai Street, Cheyyar Taluk, Tiruvannamalai District, till the lifetime of the respondent and the right of ownership over the house property remains with the appellant, whereas except the possession, the respondent shall not claim any other right over the above said house property. Remaining 619 sqft., of vacant space situated at the backside of the house shall be vested with the appellant and he shall be remains in possession and enjoyment of the same. The respondent shall not disturb the portion of the appellant in the 619 sqft. of vacant space.

5.The respondent shall not claim any right over the other suit scheduled properties and shall not disturb the appellant's peaceful possession over them.

6.The respondent hereby today has returned the original title deeds relating to the suit scheduled



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properties and the family ration card and agricultural equipment's lying in the house property.”

9. Insofar as the original documents, namely, Partition Deed and two Sale Deeds are concerned, this Court grants liberty to the appellant/husband to submit an application before the Sub Registrar concerned for getting a certified copy of the aforesaid documents.

10. This Second Appeal is disposed of on the basis of the Joint Compromise Memo dated 23.01.2025. The terms of Compromise shall form part of the decree. There shall be no order as to costs.

23.01.2025

MSM

To

1.The Sub Registrar
Office of the Sub Registrar
Kalavai Village, Arcot Taluk
Vellore District.

2.The District Registrar
Office of the District Registrar
Arakonam Town and Taluk, Vellore District.



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T.V.THAMILSELVI, J

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