

S.A.(MD).Nos.143 & 144 of 2018

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

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DATED: 16.04.2025

CORAM

THE HON'BLE MR.JUSTICE K.K.RAMAKRISHNAN

S.A.(MD).Nos.143 & 144 of 2018

and

C.M.P.(MD).Nos.4063 of 2018 & 3803 of 2018 and 3145 of 2025

S.A.(MD).No.143 of 2018

R.Balasubramanian

.. Appellant

Vs.

R.B.Rani Alias Seethalakshmi

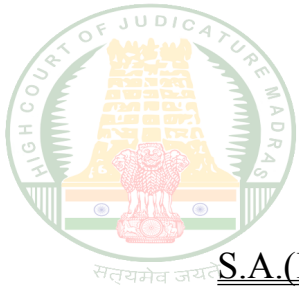
.. Respondent

PRAYER: Second Appeal has been filed under Section 100 of C.P.C, to set aside the judgment and decree dated 29.08.2017 passed in A.S.No.55 of 2016 on the file of the III Additional District Court, Tirunelveli confirming the decree and judgment dated 26.02.2016 passed in O.S.No. 80 of 2013, on the file of the Additional Sub Court, Tirunelveli and allow the second appeal.

For Appellant : Mr.H.Arumugam

For Respondent : Mr.V.Ramkrishnan

Page 1 of 13



S.A.(MD).Nos.143 & 144 of 2018

S.A.(MD).No.144 of 2018

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R.Balasubramanian

.. Appellant

Vs.

R.B.Rani Alias Seethalakshmi

.. Respondent

PRAYER: Second Appeal has been filed under Section 100 of C.P.C, to set aside the judgment and decree dated 29.08.2017 passed in A.S.No.56 of 2016 on the file of the III Additional District Court, Tirunelveli confirming the decree and judgment dated 26.02.2016 passed in O.S.No. 82 of 2013, on the file of the Additional Sub Court, Tirunelveli and allow the second appeal.

For Appellant : Mr.H.Arumugam

For Respondent : Mr.V.Ramkrishnan

COMMON JUDGMENT

The appellant in both second appeals is the plaintiff in the suit in O.S.Nos.80 of 2013 and 82 of 2013 on the file of the Additional Sub Court, Tirunelveli. He has filed two suits for the relief of declaration and consequential permanent injunction.



S.A.(MD).Nos.143 & 144 of 2018

2.The appellant and respondent are husband and wife. During the pendency of the second appeals, both parties entered into a compromise and also filed two separate compromise memos in the above second appeals, which read as follows:

**IN THE COURT OF JUDICATURE OF MADRAS
BENCH AT MADURAI
(Appellate Jurisdiction)**

S.A (MD) No.143 of 2018

**R. Balasubramanian,
S/o. P. Ramakrishnan,
No.1020/J2, Kamaraj Nagar,
Palayamkottai,
Tirunelveli District.**

... Appellant

-Vs-

**R. B. Rani alias Seethalakshmi,
D/o. Vallinayagam,
No.3/440/A, Vivekanandhar Street,
Thilak Nagar, Iyer Bungalow,
Madurai District.**

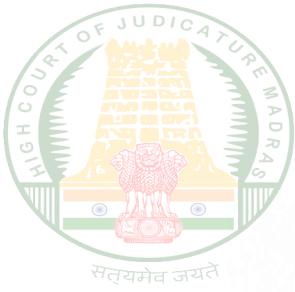
... Respondent

COMPROMISE MEMO

By considering the time consumed in litigation, and also by the intervention of well-wishers, friends and respectable persons, the appellant and the respondent herein have arrived at a settlement of all their disputes in the following terms:

1. The Appellant is not pressing his claim in respect of the suit property in O.S.No.80 of 2013 on the file of the Additional Sub Judge, Tirunelveli description of which is given hereunder and give up all his claims in respect of the said property and agrees that the judgment and decree passed in the said suit. i.e O.S.No.80 of 2013 on the file of the Additional Sub Judge, Tirunelveli dated 20/02/2016 which was confirmed by the judgment and decree in A.S.No.55 of 2016 on the file of the IIIrd Additional District Judge,

*V. Vijayarani @ Seethalakshmi
@ R.B.Rani*



S.A.(MD).Nos.143 & 144 of 2018

2

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Tirunelveli may be confirmed by this Hon'ble Court and the second appeal in S.A.(MD) No. 143 of 2018 may be dismissed without cost.

2. The respondent shall apply for return of the sale deed dated 11/10/1995 marked as Ex.A1 in the suit in O.S.No.80 of 2013 before the Trial Court for which the appellant shall offer cooperation and subscribe no objection for the same and the respondent is entitled to retain the custody of the same with her.

3. Both the parties shall bear their respective costs.

4. In view of this compromise, both the parties shall not make any claim as against each other in respect of the properties in O.S.No.80 of 2013 in contravention of the terms of this compromise and abide by the same.

5. This compromise memo shall form part of the decree that may be passed in S.A(MD) No.143 of 2018.

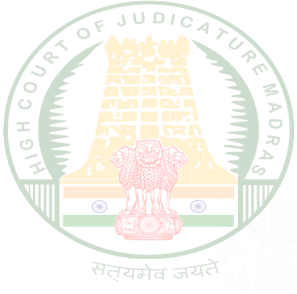
Wherefore it is prayed that this Hon'ble Court may be graciously pleased to record this compromise memo and pass such other suitable orders and thus render justice.

SCHEDULE OF PROPERTIES

பாளையங்கோட்டை ரிடி. ஹை சப்ரி
சரகம்,பாளையங்கோட்டை கிராமம், நரி இலந்தக்குளம் புரவில்
அயன் நஞ்சை சர்வே எண். 709ம் நம்பர் ஏக்கர் 1, செண்ட் 72ல்
வடக்கடைய மேல்பகுதியில் செண்ட் 8.10 இது ரஹ்மத் நகர்,
காலனி கீழ்பாகத்தில் குளத்துரைக் கரை ரோட்டுக்கு வடக்கும்
தென்வடல் எண்பதடி ரோட்டுக்கு மேற்குமான பிளாக்கில் 74ம்
நம்பர் ஸி பிளாட் இதற்கு எல்கைகள்

[Signature]

V. Vijayavani @ Seethalakshmi
@ R. B. Rani



S.A.(MD).Nos.143 & 144 of 2018

3

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வடக்கே - 69ம் நம்பர் ஏ பிளாட்
தெற்கே - கிழமேல் ரோடு
மேற்கே - தென்வடல் ரோடு
கிழக்கே - 75ம் நம்பர் ஸி பிளாட்

இதன் அளவு

கிழமேல் வடபக்கம் & தென்பக்கம் 60 லிங்ஸ்க்கு அடி 39.6
முப்பத்தி ஒன்பது புள்ளி ஆறடி, தென்வடல் மேல்பக்கம்
கிழபக்கம் 135 லிங்ஸ்க்கு அடி 89.1 எண்பத்தி ஒன்பது புள்ளி
ஒன்றடிக்கு சதுரடி 3528.36 (மூன்றாயிரத்தி ஐநூற்றி
இருபத்தெட்டு புள்ளி மூன்று ஆறு) உள்ள பிளாட் மனையும்
அதற்குரிய சகல வழித்தட பாத்தியதை உரிமைகள் உள்படவும்
தபசில் விபரம் சரி.

தபசில் சொத்து திருநெல்வேலி மாநகராட்சி
எல்கைக்குள்பட்ட பாளையங்கோட்டை மண்டலம்
எல்கைக்குள்பட்டது.

APPELLANT

Counsel for the Appellant

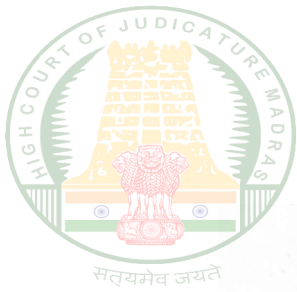
V. Vijayarani @ Seethalakshmi
@ R. B. Rami

RESPONDENT

Counsel for the Respondent

16/04/2025.

Madurai



S.A.(MD).Nos.143 & 144 of 2018

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**IN THE COURT OF JUDICATURE OF MADRAS
BENCH AT MADURAI
(Appellate Jurisdiction)**

S.A.(MD) No. 144 of 2018

**R. Balasubramanian,
S/o. P. Ramakrishnan,
No.1020/J2, Kamaraj Nagar,
Palayamkottai,
Tirunelveli District.**

... Appellant

-Vs-

**R. B. Rani alias Seethalakshmi,
D/o. Vallinayagam,
No.3/440/A, Vivekanandhar Street,
Thilak Nagar, Iyer Bungalow,
Madurai District.**

... Respondent

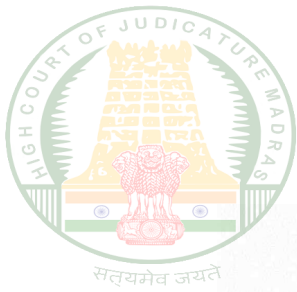
COMPROMISE MEMO

By considering the time consumed in litigation, and also by the intervention of well- wishers, friends and respectable persons, the appellant and the respondent herein have arrived at a settlement of all their disputes in the following terms:

1. The respondent shall give up her claim of ownership in respect of the suit property in O.S.No.82 of 2013 on the file of the Additional Sub Court, Tirunelveli description of which is given hereunder and agrees that the same belonged to the appellant and subscribes her no objection for granting a decree of declaration in favour of the appellant in respect of the said suit property and agrees for setting aside the judgment and decree passed in O.S.No.82 of 2013 which was confirmed in A.S.No.56 of 2016 on the file of the IIIrd Additional District Judge, Tirunelveli and allow the

R-2

*V. Vijayarani @ Seethalakshmi
@ R.B. Rani*



S.A.(MD).Nos.143 & 144 of 2018

2

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Second Appeal in S.A.(MD) No.144 of 2018. The appellant is entitled to get the said decree duly registered in the office of the sub-registrar concerned without any need or necessity of reconveyance by the respondent in favour of the appellant in view of the declaration made by the court of law that the appellant is the owner of the said property. The respondent has no objection for giving a direction to that effect by this Hon'ble Court to the registrar concerned.

2. *The appellant shall apply for the return of the sale deed dated 24/11/1995 marked as Ex.A2 in the suit in O.S.No.82 of 2013 on the file of the Additional Sub Court, Tirunelveli for which the respondent shall offer cooperation and subscribe no objection for the same and the appellant is entitled to retain the custody of the same with him.*

3. *Both the parties shall bear their respective costs.*

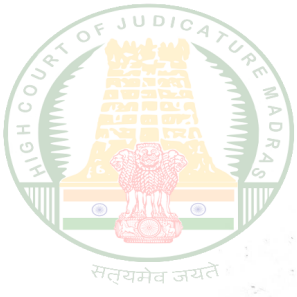
4. *In view of this compromise, both the parties shall not make any claim as against each other in respect of the properties in O.S. No.82 of 2013 in contravention of the terms of this compromise and abide by the same.*

5. *This compromise memo shall form part of the decree that may be passed in S.A(MD) No.144 of 2018.*

Wherefore it is prayed that this Hon'ble Court may be graciously pleased to record this compromise memo and pass such other suitable orders and thus render justice.

R.M.

*V. Vijayarani @ Seethalakshmi
@ R. B. Rani*



S.A.(MD).Nos.143 & 144 of 2018

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3

SCHEDULE OF PROPERTIES

பாளையங்கோட்டை ரிடி. ஹை சப்ரி சரகம்,
கீழ் பூச்சி கிராமம், அயன் நஞ்சை சர்வே எண் 74/1
ஏக்கர் 2 செண்ட் 44ல் வீடு கட்டும் மனைகளாகப் பிரித்து
பிளாட்டுகள் போட்டு இஸ்மாயில் நகர் ஏ என்று பெயரிடத்தில்
பிளாட் நம்பர் 8க்கு மனை கிழமேல் வடபக்கம் 48-1/2 நாற்பத்தி
எட்டரையடி ஹை தென்பக்கம் 44-1/2 நாற்பத்தி நாலரையடி,
தென்வடல் மேல்பக்கம் மற்றும் கீழ்பக்கம் 78
எழுபத்தெட்டடிக்கு சதுரடி 3627 மூன்றாயிரத்து அறநூற்றி
இழுபத்தேழுக்கு செண்ட் 8.32 உள்ளதற்கு எல்கை-

வடக்கே - 1ம் நம்பர் பிளாட்
தெற்கே - 20 இருபத்தி அகல பொது ரோடு
மேற்கே - ராணி மங்கம்மாள் சாலை
கிழக்கே - 7ம் நம்பர் பிளாட்

இந்நான்கு எல்கைக்குட்பட்ட ஹை பிளாட் மனையும்.
அதற்குரிய சகல வழித்தட பாத்தியதை உரிமைகள் உள்பட
தபசில் விபரம் சரி.

தபசில் சொத்து பாளையங்கோட்டை பஞ்சாயத்து
யூனியனைச் சேர்ந்த கீழநத்தம் பஞ்சாயத்து போர்டு
எல்கைக்குட்பட்டது.

APPELLANT

V.S. R. Ravi
Counsel for the Appellant

RESPONDENT

V. Vijayarani @ Seethalakshmi
R.B. Rani
Counsel for the Respondent

16/04/2025
Madurai.



S.A.(MD).Nos.143 & 144 of 2018

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3. Today, when the matter was taken up for hearing both parties appeared before this Court along with their respective counsel and affirmed the terms of compromise.

4. Accordingly the second appeal in 143 of 2018 is disposed of on the following terms:

4.1. Appellant is not entitled to the suit scheduled property mentioned in the O.S.No.80 of 2013 on the file of the learned Additional Sub Court, Tirunelveli.

4.2. The respondent is entitled to the suit scheduled property mentioned in the O.S.No.80 of 2013 on the file of the learned Additional Sub Court, Tirunelveli.

4.3. The respondent is also entitled to receive the corresponding original document marked under Ex.A1 dated 11.10.1995 in O.S.No. 80 of 2013.



S.A.(MD).Nos.143 & 144 of 2018

4.4. The appellant is entitled to receive the documents mentioned in the CMP (MD) No. 3145 of 2025 in S.A.(MD) NO.143 of 2018 and registry is directed to return the said documents stated in the CMP (MD) No. 3145 of 2025 in S.A.(MD) NO.143 of 2018 to appellant.

4.5. In view of the compromise entered into between the parties during the pendency of the second appeal, the appellants are entitled to refund of the court fee. Registry is directed to refund the court fee;

4.6. There shall be no order as to costs. Consequently, connected miscellaneous petition is closed.

5. Accordingly the second appeal in 144 of 2018 is disposed of on the following terms:

5.1. Appellant is entitled to the suit scheduled property mentioned in the O.S.No.82 of 2013 on the file of the learned Additional Sub Court, Tirunelveli.

5.2. The respondent is not entitled to the suit scheduled property mentioned in the O.S.No.82 of 2013 on the file of the learned Additional Sub Court, Tirunelveli.



S.A.(MD).Nos.143 & 144 of 2018

5.3. The appellant is also entitled to corresponding original document marked under Ex.A2 dated 24.11.1995 in O.S.No. 80 of 2013.

5.2. In view of the compromise entered into between the parties during the pendency of the second appeal, the appellants are entitled to refund of the court fee. Registry is directed to refund the court fee;

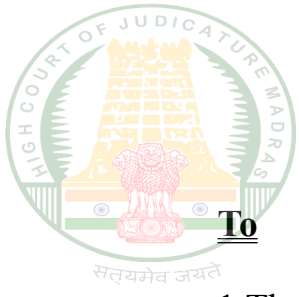
5.3. The terms of the compromise memos shall form part of this order.

6. There shall be no order as to costs. Consequently, connected miscellaneous petition is closed.

16.04.2025

Index :Yes/No
Internet :Yes/No
NCC :Yes/No
sbm

Note: Issue order copy on 28.04.2025



S.A.(MD).Nos.143 & 144 of 2018

To

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- 1.The III Additional District Court, Tirunelveli.
- 2.The Additional Sub Court, Tirunelveli
- 3.The Section Officer,
VR Section (Records),
Madurai Bench of Madras High Court,
Madurai.



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S.A.(MD).Nos.143 & 144 of 2018

K.K.RAMAKRISHNAN, J.

sbn

S.A.(MD).Nos.143 & 144 of 2018

16.04.2025