



S.A.(MD)No.471 of 2016

WEB COPY BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED : 21.04.2025

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THE HON'BLE MR JUSTICE P. VADAMALAI

S.A.(MD)No.471 of 2016
and
C.M.P.(MD)Nos.5071 & 5768 of 2016

Balasubramanian

.. Appellant/2nd Respondent/
2nd Defendant

Vs.

Neelakantan

.. Respondent/
Appellant/Plaintiff

Franchis Thomas (Died)

Prayer : Second Appeal is filed under Section 100 of the Code of Civil Procedure against the judgment and decree, dated 04.03.2016, made in A.S.No.39 of 2015 on the file of the Principal Subordinate Court, Tenkasi reversing the judgment and decree, dated 19.03.2015, made in O.S.No.469 of 2011 on the file of the Principal District Munsif, Tenkasi.

For Appellant : Mr.P.Thiagarajan

For R1 : Mr.H.Thayumanaswamy



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JUDGMENT

The present Second Appeal has been filed to set aside the judgment and decree, dated 04.03.2016, made in A.S.No.39 of 2015 on the file of the Principal Subordinate Court, Tenkasi reversing the judgment and decree, dated 19.03.2015, made in O.S.No.469 of 2011 on the file of the Principal District Munsif, Tenkasi.

2. When the matter is taken up for hearing today (21.04.2025), the learned counsel appearing on either side are present, and the plaintiff as well as the 2nd defendant are also present in-person before this Court.

3. The learned counsel appearing on either side submitted that the matter has been settled and the parties have entered a settlement agreement and filed a joint compromise memo. The joint compromise memo has also been produced before this Court.

4. Both the parties are identified by their respective counsels and their identities are also verified by this Court. As per the joint compromise memo, both the parties have settled their dispute on the following terms :



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“ (a) Both the parties agreed to accept that both the plaintiff / 1st respondent and the 2nd defendant/Appellant are the joint owners of the properties at Survey No. 242/1 measuring an extent of 78.67 cents ('AB'-40 meters, 'BE'-91 meters, 'EF'-39.20 meters and 'FA'-88 meters as shown in the plan appended to this joint memorandum of compromise) and the property at Survey No. 242/2 measuring an extent of 173.43 cents ('BC'-102.60 meters, 'CD'-86.20 meters, 'DE'-65 meters and 'EB'-91 meters as shown in the plan appended to this joint memorandum of compromise) totally 2 Acres 52 cents in both the Survey Numbers (the portions of property marked as 'ABCDEF A' in the plan appended to this joint memorandum of compromise) and they have to enjoy the said 2 Acres and 52 cents of land at Survey No. 242/1 and 242/2, Gunaramanallur Village, Tenkasi District, as the joint owners and to divide the income out of the said property and from the mango trees standing thereon on equal moieties.

(b) Both the parties further agreed to sell the said land at Survey Nos.242/1 and 242/2, Gunaramanallur Village, Tenkasi District, measuring an extent of 2 Acres 52 cents jointly, when the property has to be sold to any prospective purchaser / purchasers and to divide the sale proceeds equally.

(c) Both the parties further agreed that the four boundaries of the property at Survey No.242/1 and 242/2, Gunaramanallur Village, Tenkasi District, measuring an extent of 2 Acres and 52 cents, to be held by both the parties as joint owners is as follows :

(i) North by the property at Survey No.226/5 and 226/6.



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(ii) South by the remaining property at Survey Nos. 242/1 and 242/2, measuring an extent of 44 cents.

(iii) East by the property at Survey No. 242/3 and

(iv) West by the property at Survey No. 241.

(d) Both the parties agreed to accept the plan appended to this joint memorandum of compromise, showing the property at Survey Nos.242/1 and 242/2, Gunaramanallur Village, Tenkasi District, measuring an extent of 2 Acres and 52 cents, to be held by both the parties as joint owners.

(e) Both the parties agreed that they will not claim any other rights against each other, other than the joint ownership of the property at Survey Nos.242/1 and 242/2, Gunaramanallur Village, Tenkasi District, measuring an extent of 2 Acres 52 cents.

(f) Both the parties agreed to apply for the sub division for the property at Survey Nos.242/1 and 242/2, Gunaramanallur Village, Tenkasi District, measuring an extent of 2 Acres 52 cents and for the transfer of patta in their joint names and upon receipt of joint patta, to pay the necessary kist and other charges jointly on equal shares.

(g) Both the parties agreed to share the rights and liabilities equally over the property at Survey Nos.242/1 and 242/2, Gunaramanallur Village, Tenkasi District, measuring an extent of 2 Acres and 52 cents.



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(h) The plaintiff / 1st respondent agreed that he is not having any other right in the suit schedule property against the 2nd defendant/appellant other than the joint ownership of property at Survey Nos. 242/1 and 242/2, Gunaramanallur Village, Tenkasi District measuring an extent of 2 Acres and 52 cents.

(i) Both the parties agreed to enclose this joint memorandum of compromise along with the plan as a part of the decree in the above second appeal.

(j) Both the parties agreed that they have entered into this joint memorandum of compromise on their own volition, without any undue influence by any persons and will not turn back and dispute the terms of this joint memorandum of compromise.

(k) Both the parties agreed that they will abide by the terms of this joint memorandum of compromise and their legal representatives are also bound by the terms of this joint memorandum of compromise.

(l) Both the parties agreed to dispose of the above second appeal in terms of this joint memorandum of compromise.”

5. The above terms of joint compromise memo were read over and explained to both the parties in the presence of their respective counsels, and both the parties submitted that the same are correct.

6. Hence, this Second Appeal is disposed of by recording the joint compromise memo. The joint compromise memo shall form part of this



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decree. No costs. Consequently, the connected Civil Miscellaneous

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21.04.2025

Index:Yes/No
Speaking Order :Yes/No
Neutral Citation:Yes/No
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P. VADAMALAI, J.

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To

- 1.The Principal Subordinate Court,
Tenkasi.
- 2.The Principal District Munsif,
Tenkasi.

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