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A.S.No.66 of 2002

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 06.02.2026

CORAM

THE HONOURABLE MR . JUSTICE N.SATHISH KUMAR

AND

THE HONOURABLE MR. JUSTICE R. SAKTHIVEL

A.S.No.66 of 2002

&

C.R.P.No.2201 of 2015

&

C.R.P (PD) No.798 of 2005

&

T.O.S.No.36 of 2019

&

M.P.No.1 of 2015

A.S.No.66 of 2002

1. Muthulakshmi

2. S.Damodaran

... Appellants

Versus

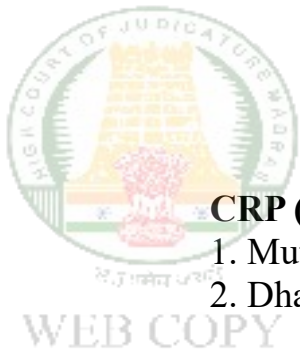
1. Bhanumathi

2. Mr.A.Shajehan

3. P.M.Gopal

... Respondents

A.S.No.66 of 2002 : First Appeal filed under Section 96 of CPC to set aside the judgment and decree of learned II Additional Subordinate Judge, Gobichettipalayam dated 05.10.2001 in O.S.No.274 of 1999.



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CRP (PD) No.2201 of 2015

1. Muthulakshmi
2. Dhamodharan

... Petitioners

Versus

Bhanumathi

... Respondent

Civil Revision Petition filed under Article 227 of the Constitution of India to set aside the fair and decretal order of Subordinate Judge, Gobichettipalayam dated 20.10.2014 in I.A.No.155 of 2013 in O.S.No.17 of 2011 and to order said I.A.

C.R.P.No.798 of 2005

1. Muthulakshmi
2. S.Damodaran

... Petitioners

Versus

Bhanumathi

... Respondent

Civil Revision Petition filed under Article 227 of Constitution of India to set aside the fair and decretal order of the learned Principal Subordinate Judge, Gobichettipalayam dated 15.12.2004 in I.A.No.250 of 2004 in O.S.No.221 of 2002 and to order said I.A.

T.O.S.No.36 of 2019

S.Muthulakshmi

... Petitioner

Vs.

1. S.Damodaran
2. Bhanumathi

... Respondents



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Testamentary Original Suit filed under Section 232 and 276 of Indian Succession Act XXXIX of 1925 and Order 25 Rule of the Original Side Rules for the grant of Letters of Administration with the Will annexed in favour of the petitioner as the wife/one of the legatee under the last Will and Testament dated 15.05.1989 of the deceased G.D.Subbiramanian having effect limited to the State of Tamil Nadu.

For Petitioner/Appellant(s) : Mr.R.Venkat Raman
in all Cases for M/s.Tatva Legal

For Respondent(s) : Mr.S.Kaithamalai Kumaran
in all Cases

COMMON JUDGMENT

(Judgment of the Court was made by **N.SATHISH KUMAR, J.**)

The above first appeal has been filed challenging the preliminary decree granting 1/3rd share to the first respondent in Item Nos.1 and 2 and 4/9 share in Item No.3. Second appellant and first respondent are the son and daughter of first appellant. Today appellants and first respondent are present before this Court and they submit in unison that they have arrived at a settlement and the terms have been reduced to writing in the form of Settlement Agreement. They have also placed before this Court the settlement agreement dated 06.02.2026 wherein the first respondent agreed



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to relinquish her entire share in favour of the appellants after receipt of a sum of Rs.2,00,00,000/- (*Rupees Two Crores only*) in full quit towards her share. The terms of the settlement is as follows:

“NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE PREMISES AND MUTUAL COVENANTS, REPRESENTATIONS AND WARRANTIES AND AGREEMENTS HEREIN SET FORTH AND FOR GOOD AND VALUABLE CONSIDERATION OF WHICH IS HEREBY ACKNOWLEDGED, THIS SETTLEMENT AGREEMENT NOW WITNESSETH AS FOLLOWS:-

*1. After multiple rounds of discussions, the **FIRST AND SECOND PARTIES** agreed to pay a sum of Rs.2,00,00,000/- (Rs.Two Crores only) as a **Full and Final Settlement** towards the Release and Relinquishment of the 1/3rd share in Item 1 and 2 and 4/9th share in Items 3 of the Schedule Property, as allotted to **THIRD PARTY** vide judgment and preliminary decree dated 05.10.2001 passed in O.S.No.274 of 1999 by the Hon'ble II Additional Sub Court, Gobichettipalayam.*

*2. The **THIRD PARTY** has agreed to receive the said amount in full satisfaction of all her right, title, share and interest over the **Schedule Property** herein.*

*3. On the request of the **FIRST AND SECOND PARTIES**, the Hon'ble Division Bench was pleased to grant, a period of **Four months** from the date of execution of this **SETTLEMENT***



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AGREEMENT, for payment of the entire Settlement Amount of **Rs.2,00,00,000/-**, as mutually agreed between the **PARTIES**, and recorded the same in the Hon'ble Court's Records.

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4. The said Settlement Amount shall be transferred by way of a **Demand Draft/Pay Order/RTGS/NEFT**.

5. The **THIRD PARTY** hereby agrees that on the date of receipt of the entire Settlement Amount of Rs.2,00,00,000/-, the **THIRD PARTY** shall be treated to have released and relinquished all her right, title and interest over the said **1/3rd share in Item 1 and 2 of the Schedule Property 4/9th Share in Item 3 of the Schedule Property, equally in favour of the FIRST AND SECOND PARTIES** and the Final Judgment and Decree to be passed by the Hon'ble Court in terms of the Settlement Agreement shall be deemed to be the Document that confirms title of the **FIRST AND SECOND PARTIES** over the above share of the **THIRD PARTY** in the **SCHEDULE PROPERTY**.

6. Considering the advanced age of the **FIRST PARTY** and the unlikely event of the passing of the **FIRST PARTY**, upon the fulfilment of the above terms relating to the Settlement Amount, the **SECOND PARTY** shall be deemed to have become absolutely entitled to the right, title and interest over the said **1/3rd share in Item 1 and 2 of the Schedule Property 4/9th share in Item 3 of the Schedule Property**.



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7. The **PARTIES** hereby mutually agree that all “**Pending Litigations**” pertaining to the Schedule Property is deemed to have been settled and withdrawn and if required, to make appropriate Application/Endorsement before the respective Honourable Courts in the above regard. In addition to the above, the Parties shall withdraw any other Litigations pending before any Court of Law pertaining to the Schedule Property.

8. It is mutually agreed that, in the event on the failure of the **FIRST AND SECOND PARTY** to pay the agreed Settlement sum of Rs.2,00,00,000/- within the stipulated period of four months, the Judgement and Decree dated 05.10.2001 passed in O.S.No.274 of 1999 passed by Hon'ble II Additional Sub-Court, Gobichettipalayam stands confirmed in its entirety and the **THIRD PARTY** shall be entitled to 1/3rd Share in Item 1 and 2 and 4/9th Share in Item 3 of the Suit Schedule Property.

9. The **THIRD PARTY** hereby agree that, upon receipt of the Full and Final Settlement Amount and after execution and registration of Final Judgement and Decree, the **THIRD PARTY** and her **LEGAL HEIRS** shall not file or institute any Suit/Complaint/Appeal/ Execution Petition/Application or other proceeding whatsoever nature before any Court of Law or Authority claiming any Right, Title, Share or Interest in the Schedule Property.



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10. The **PARTIES** hereby agree that there shall be **no future Civil, Criminal or any kind of Litigation or Dispute** between them or against their respective family members in respect of the Schedule Property or the disputes forming the subject matter of this Settlement Agreement.

11. Both the parties have executed this **SETTLEMENT AGREEMENT** by Mutual Consent on their Own Will without any Force, Coercion, Misrepresentation, Pressure from any Person and after going through and understanding the consent of same.”

2. The parties, who appeared before us, were identified by their respective counsel and they submit that they are agreeable for the above terms of settlement.

3. Recording the above submission, A.S.No.66 of 2002 is disposed of in terms of the settlement. It is made clear that if the amount is not paid within period as agreed in the settlement agreement, the judgment and decree of the trial Court granting preliminary decree shall stand confirmed. The settlement agreement shall form part of the decree. In the event of appellants willing to register the present decree, first respondent shall cooperate for the same.



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In view of the settlement arrived at in A.S.No.66 of 2002, C.R.P.No.2201 of 2015, CRP (PD) No.798 of 2005 and T.O.S.No.36 of 2019 are disposed of as closed. Consequently, the connected miscellaneous petition is closed. There shall be no order as to costs.

[N.S.K.,J.] [R.S.V.,J.]
06.02.2026

Index: Yes/No
Neutral Citation: Yes
gpa

To

1. The Principal Subordinate Judge
Gobichettipalayam
2. II Additional Subordinate Judge
Gobichettipalayam
3. The Subordinate Judge
Gobichettipalayam
4. The Section Officer
VR Section
Madras High Court



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A.S.No.66 of 2002
N.SATHISH KUMAR, J.,
AND
R. SAKTHIVEL, J.,

gpa

A.S.No.66 of 2002
& C.R.P.No.2201 of 2015
& C.R.P (PD) No.798 of 2005
& T.O.S.No.36 of 2019

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A.S.No.66 of 2002

A.S.No.66 of 2002
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C.R.P.No.2201 of 2015
&
C.R.P.(PD)No.798 of 2005
&
T.O.S.No.36 of 2019
&
M.P.No.1 of 2015

N.SATHISH KUMAR, J.
and
R.SAKTHIVEL, J.

(Order of the Court was made by N.SATHISH KUMAR, J.)

This matter is listed today under the caption 'FOR BEING MENTIONED' as there were typographical errors in the common judgment dated 06.02.2026.

2. Mr.R.Venkat Raman for M/s.Tatva Legal, learned counsel for petitioner/appellant has pointed out that there were typographical errors with regard to the year of the case. In the common judgment and decree, A.S.No.66 of 2002 has been wrongly typed as 'A.S.No.66 of 2022' and therefore, the learned counsel requested to correct the same stating that wherever 'A.S.No.66 of 2022' has been mentioned in the judgment and decree, the same may kindly be corrected as 'A.S.No.66 of 2002'.

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3.The learned counsel for the respondent has no objection for the above correction to be carried out in the common judgment and decree dated 06.02.2026.

4. This court heard the submissions of the learned counsel for both sides and has also perused the common judgment dated 06.02.2026. It is found that A.S.No.66 of 2002 has been wrongly typed as A.S.No.66 of 2022. Therefore, we correct the above mentioned typographical error and wherever in the common judgment and decree dated 06.02.2026, it has been typed as 'A.S.No.66 of 2022', it should read as 'A.S.No.66 of 2002'. In all other aspects, the common judgment and decree dated 06.02.2026 remains the same. Registry is directed to carry out necessary and consequential corrections in the common judgment and decree dated 06.02.2026 and issue a fresh order copy.

(N.S.K., J.) (R.S.V.,J.)
30.04.2026

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and
R.SAKTHIVEL, J.

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