



WEB COPY

AS No. 609 of 2



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 21-04-2026

CORAM

THE HON'BLE MR JUSTICE C.V. KARTHIKEYAN

AND

THE HON'BLE MR.JUSTICE K.RAJASEKAR

AS No. 609 of 2025 & 471 of 2026

and

CMP No.25793 of 2025

M. Banan Aazmi

..Appellant(s)

Vs

J. Saffia (since deceased)

1. Aneesha
2. Sarala Devi
3. Narayana Dass
4. Mohammed Brufee Meeran
5. Shamsu Meeran

..Respondent(s)

AS No. 471 of 2026

J. Saffia (Died)

1. Aneesha
2. N.Saraladevi
3. Narayanadoss
4. Mohammed Brufee Meeran
5. Shamsu Meeran



(Amended as per order in I.A.No.8/2024)

..Appellant(s)

Vs

M.Banan Aszmi
(Since declared major)
(Amended as per order in IA No.157/2021
dated 08.12.2021)

..Respondent(s)

PRAYER in AS No. 609 of 2025: Appeal filed under Section 96 of the Code of Civil Procedure to set aside the preliminary decree and Judgment of the Trial court in O.S.No. 115 of 2017 on the file of Principle District Court Kanchipuram dated 30.08.2024 partially excepting the appellant's share in the properties.

PRAYER in AS No. 471 of 2026: Appeal filed under Section 96 r/w Rule Order 41 Rule 1 of the Code of Civil Procedure to set aside the Judgment and Decree in O.S.No.115 of 2017 dated 30.08.2024 on the file of the Principal District and Sessions Court, Kanchipuram in so far as granting of 12/24 share in item Nos.I, II, III, IV(a), IV(b) and V of A-schedule, Toyota Innova Car bearing Reg.No.TN-21-AK-0009 of C-Schedule, Item Nos. 2 and 3 Policies benefits of D-Schedule, to the respondent herein and allow the appeal as prayed for.

AS No. 471 of 2026

For Appellant(s): Mr.S.Bhargavan

For Respondent(s): M/s.P.Srividhya

AS No. 609 of 2025

For Appellant(s): M/s.P.Srividhya

For Respondent(s): Mr.S.Bhargavan



COMMON JUDGMENT

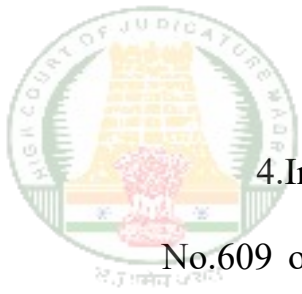
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(Judgment of the Court was delivered by C.V.Karthikeyan J.)

The appellant in A.S.No.609 of 2025 had filed OS No.115 of 2017, on the file of the Principal District Court at Kancheepuram seeking partition and separate possession of $\frac{1}{2}$ share in the suit schedule properties. Further there were six defendants in the suit. Pending suit, the first defendant died, but her legal representatives were already on record. The 5th and 6th defendants were subsequently impleaded. By judgment dated 30.08.2024, the suit was decreed in part.

2.Questioning the said decree, the plaintiff has filed as stated above AS No.609 of 2025 and the defendants have filed AS No.471 of 2026.

3.Pending appeals, both appellant and the respondents have entered into a memorandum of compromise on 21.04.2026 signed by all of them and also by their counsels. The original memorandum of compromise has been presented in Court today. The appellant and the respondents in A.S.No.609 of 2025 who are also parties in A.S.No.471 of 2026 are also present. They were all explained the terms of the compromise and they agreed to the terms of the compromise and affirmed the terms of the compromise.



4.In accordance with the terms of the compromise, the appellant in AS No.609 of 2025 was to be paid a sum of Rs.50,00,000/-(Rupees Fifty Lakhs Only) and the same has been paid by way of four separate demand drafts which had also been described and stated in the memo of compromise. Demand drafts have been handed over in the Court to the appellant in AS No.609 of 2025.

5.In view of the same, both the appeals are decreed in terms of the memorandum of compromise. The memorandum of compromise dated 21.04.2026 shall form part of the decree. The scanned copy of the memorandum of compromise is annexed to this judgment.



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MEMORANDUM OF COMPROMISE FILED BY THE APPELLANTS & RESPONDENTS

WHEREAS the Miss.M.Banan Aazmi being daughter of deceased J.Mohammed Sultan, through his first wife, had filed a suit in O.S.No.115 of 2017 on the file of the Hon'ble Principal District Court, Kanchipuram against the defendant 1 to 6 herein, praying for Partition of her $\frac{1}{2}$ share in her father's estate viz the suit schedule properties therein.

WHEREAS the aforesaid suit was contested by all the defendants 1 to 6 therein and during pendency of the said suit, the 2nd defendant/Mrs.Aneesa, by way of release deed dated 1-2-2018 (Ex.B-5) had relinquished her $\frac{3}{24}$ share in favour of 1st defendant/Mrs.Saffia and in turn, the said 1st defendant/Mrs.Saffia had settled her total $\frac{7}{24}$ share in favour of 5th defendant Mr.Mohammed Brufee Meeran under settlement deed dt 1-2-2018 (Ex.B-6) and as such the 5th defendant Mr.Mohammed Brufee Meeran had become entitled for $\frac{7}{24}$ share in the suit properties.

WHEREAS the Hon'ble Principal District Court after elaborate trial, partly allowed the said suit vide Judgment and decree dated 30.08.2024 wherein the decree provides as given below.

"suit is decreed in part by passing preliminary decree for partition and the plaintiff is entitled to get $\frac{12}{24}$ shares, the 5th defendant is entitled to get $\frac{7}{24}$ shares and the 6th defendant is entitled to get $\frac{5}{24}$ share in Item Nos. I, II, III, IV(a), IV(b) and V of A schedule, Toyota Innova car bearing Reg. No.TN 21 AK 0009 of C schedule, Item Nos. 2 and 3 Policies benefits of D schedule. The plaintiff is directed to pay to the defendants 5 and 6, a sum of Rs.40,98,652/- towards debts and liabilities of the deceased father of the plaintiff. In other respects, the suit is dismissed. Considering the relationship between the parties, the

M. Banaji

N. Sankar Das
Adv - T. S. Sanyal
R. Sankar Das
Shankar



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*parties are directed to bear their own costs. The plaintiff is at liberty to take separate proceedings under Order 20 Rule 12 of CPC for mesne profits.**

WHEREAS the plaintiff in the said suit namely Miss.M.Banan Aazmi filed the First appeal in A.S.No.609 of 2025 before this Hon'ble court, as against the Judgment and decreed dated 30.08.2024 in O.S.No.115 of 2017 on the file of the Hon'ble Principal District Court, Kanchipuram.

WHEREAS the defendants 2 to 6 in the aforesaid suit also filed First appeal before this Hon'ble Court in A.S.No.471 of 2026 as against the Judgment and decree dated 30.08.2024 in O.S.No.115 of 2017 on the file of the Hon'ble Principal District Court, Kanchipuram and both appeals are pending.

WHEREAS the Plaintiff and the defendants 2 to 6 in the aforesaid suit ie O.S.No: 115 of 2017 being respective parties in the aforesaid First Appeals pending before this Hon'ble court, had now after negotiations, entered in to this Memorandum of Compromise in respect of their shares in the aforesaid suit schedule properties and agreed mutually for division and allotment of shares in accordance with the terms set out hereunder.

WHEREAS as the appellant and respondents in the aforesaid First appeals are referred to in this memorandum as per their rank in the suit in the aforesaid O.S.No.115 of 2017 on the file of the Hon'ble Principal District Court, Kanchipuram.

WHEREAS in so far the property mentioned as item II of the Schedule-A of the Decree dated 30-8-2024, it was jointly purchased by deceased J.Mohammed Sultan along with 3rd defendant/Sarala Devi and the said 3rd defendant/Sarala Devi, pending suit, had already sold her share in the said property, in favour of the 5th defendant/Mohammed Brufee Meeran under sale deed dated 21-12-2022, registered as document.no.1860/2022 on the file of the Sub Registrar,

M. Banan Aazmi

N. Sarala Devi
Pld - 7 - 10
B. Brufee Meeran
Shrinivas



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Damal and the said documents was not marked in the trial court and hence, in respect of the same the 5th defendant/Mohammed Brufee Meeran had filed CMP.No.25793 of 2025 in A.S.No.609 of 2025 to receive the said document and mark the same as defendant's Exhibit Ex.B-21 in A.S.No.609 of 2025.

NOW THIS DEED OF MEMORANDUM OF COMPROMISE WITNESSETH AS FOLLOWS:

1. That all the parties herein unconditionally agree that the properties more fully mentioned in the SCHEDULE-A hereunder will be allotted to the share of Plaintiff/MISS.BANAN AAZMI absolutely.
2. That all the parties herein including MISS.BANAN AAZMI/Plaintiff agrees that properties more fully mentioned in the SCHEDULE-B hereunder will be allotted to the share of 5th defendant/MR. MOHAMMED BRUFEE MEERAN absolutely.
3. That all the parties herein including MISS.BANAN AAZMI/Plaintiff agrees that properties more fully mentioned in the SCHEDULE-C hereunder will be allotted to the share of 6th defendant/Mrs.Shamsu Meeran absolutely.
4. That the 2nd defendant/Mrs.Aneesha had executed release deed dated 1-2-2018 (Ex.B-5) in respect of her share in suit properties and she has no further or other claims in any manner.
5. That the 3rd defendant/Mrs.Sarala devi confirms that as she had sold her share under sale deed dated 21-12-2022 registered as document.No.1860/2022 on the file of the Sub Registrar, Damal in favour of 5th defendant/MR. MOHAMMED BRUFEE MEERAN, she has no further or other claims in any manner.

M. Banan

N. Sarala Devi
Aad - 1. 10/11/2022
B. Sankar
Shamsu



M. Banerji.

N. Garala Dix
D.W. - T. Self
Bartley
Pharm



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12. The parties herein agree for registration of the Decree or final decree or order passed by this Hon'ble court in the above appeals or any other necessary documents as may be required for giving effect to the terms of this Memorandum of Compromise and agree to agree to bear their respective costs.

13. All the parties herein have, thus settled the dispute fully and finally and therefore prays that this Hon'ble Court may be pleased to accept this Memorandum of Compromise, record the same and pass a decree in terms of this Memorandum of Compromise and thus render justice.

SCHEDULE-A

[Properties allotted to the share of MISS.BANAN AAZMI (Plaintiff)]

ITEM-1

(Item II in A-Schedule as per decree dated 30.08.2024 in O.S.No.115 of 2017 and covered under sale deed dated 21-12-2022, registered as document no. 1860/2022 on the file of the Sub Registrar, Damar)

Hotel building and site in T.G.Gupalan Nagar @ Bank Employee's Nagar, comprised in S.No.107/13 B, Patta.No.1152 measuring 2280 sq.ft, situated in Kilambi Village, Kanchipuram Taluk (Jointly owned by Mohammad Sultan and Sarala Devi)

Boundaries:

On the North by : Madras-Bangalore National Highways & 23ft Layout Road
On the South by : Plot.No.2
On the East by : 30 ft Road
On the West by : Plot.No.1

M. Banan

N. Sarala Devi
Dated - 7.12.2022
[Signature]
[Signature]



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(Item V in A-Schedule as per decree dated 30.08.2024 in O.S.No.115 of 2017)

Punja land measuring 1.19 acre comprised in S.No.430/1, Patta.No.14g situated in Vaiyavoor Village, Kanchipuram Taluk.

Boundaries:

On the North by : Property sold to shamsuMeeran

On the South by : Existing Road by Usage

On the East by : Remaining Extent of land in S.No.430/1

On the West by : S.No.429

(with 432 sq.ft building along with 400 sq.ft verandah, borewell with E.B.Connection.No.307-009-698)

ITEM-3

(Item mentioned in C-Schedule as per decree dated 30.08.2024 in O.S.No.115 of 2017)

Toyota INNOVA Car bearing Registration number TN-21-AK-0009.

ITEM-4

(one-time payment in lieu of other items mentioned in the Judgment and decree dated 30.08.2024 in O.S.No.115 of 2017)

Onetime payment of a sum of Rs.50,00,000/- (Rupees Fifty Lakhs Only) by way of Demand Drafts in favour of Miss.Banan Asmi in the following manner:

- i) Rs.10,00,000/-(Rupees Ten Lakhs only) by way of Demand Draft dated 17.04.2026 bearing No.938257 drawn on YES Bank, Kanchipuram.
- ii) Rs.13,00,000/-(Rupees Thirteen Lakhs only) by way of Demand Draft dated 17.04.2026 bearing No.938256 drawn on YES Bank, Kanchipuram.

M. Banan

N. Ganesh Kumar
Dated - 17.04.2026
Shri. S. S. S. S. S.
Shri. S. S. S. S. S.



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- iii) Rs.17,00,000/- (Rupees Seventeen Lakhs) by way of Demand Draft dated 17.04.2026 bearing No.938258 drawn on YES Bank, Kanchipuram.
- iv) Rs.10,00,000/- (Rupees Ten Lakhs) by way of Demand Draft dated 17.04.2026 bearing No.404227 drawn on Indian Bank, Kanchipuram.

SCHEDULE-B

[properties allotted to the share of MR. MOHAMMED BRUFEE MEERAN [D-5]]

ITEM-1

(Item 1 in A-Schedule as per decree dated 30.08.2024 in O.S.No.115 of 2017)

House Property with 2 shops bearing Door.No.47 and 47-B in Jawaharlal Street, kanchipuram comprised in T.S.No.1283 and 1283/2

Boundaries

On the North by: Street & Piravastanam Temple

On the South by: Swayam Desikar's site and Garden

On the East by : Iriteeswarar Temple Garden

On the West by : Jawaharlal Street

ITEM-2

(Item 1 in B-Schedule as per decree dated 30.08.2024 in O.S.No.115 of 2017)

*Hotel Arabbat situated in No.22 Opposite to Municipal Bus stand , Kamarajar Street, Kanchipuram Town.

M. Banerji

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B. K. S.
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ITEM-3

(Item 2 in B-Schedule as per decree dated 30.08.2024 in O.S.No.115 of 2017)

Hotel Arabbat bearing Door.No.444-A situated in Gandhi Road Kanchipuram Town.

SCHEDULE-C

[properties allotted to the share of MRS.SHAMSHU MEERAN [D-8]]

ITEM-1

(Item III in A-Schedule as per decree dated 30.08.2024 in O.S.No.115 of 2017)

Site measuring 2270 sq.ft with building thereon bearing Door.No.1B1, comprised in T.S.No.1287/1A situated in Apparao Street, Big Kanchipuram

Boundaries

On the North by: EaswaranKovil Garden

On the South by: Property Sold to Banumathy

On the East by: Manickavasagam House site

On the West by: Jawaharlal Street (T.S.No.1284 & 1286/1)

ITEM-2

(Item IV(a) in A-Schedule as per decree dated 30.08.2024 in O.S.No.115 of 2017)

Plot.No.28 measuring 1276 sq.ft in "Krishna Nagar" comprised in S.No.109/3 situated in ThulagamThandalam Village, Kanchipuram Taluk

On the North by : 23'ft Road

On the South by : Plot.No.43

On the East by : Plot.No.27

On the West by : Plot.No.29

M. Banaji

N. Gopal Das
D. - 7. - 11 - 2024
Shubham



Plot No.43 measuring 220 sq.ft(as per sale deed 330 sq.ft)in "Krishna Nagar" comprised in S.No.109/3 situated in ThulagamThandalam Village, Kanchipuram Taluk

On the South by : Remaining Portion of Plot.No.43

On the West by :Plot.No.42

(Item V(a) in A-Schedule as per decree dated 30.08.2024 in O.S.No.115 of 2017)

West by : Plot.No.66

(Item mentioned in C-Schedule as per decree dated 30.08.2024 in O.S.No.115 of 2017)

Tata Ace Vehicle bearing Registration.No.TN 21 AE 8885

(Items mentioned in D-Schedule as per decree dated 30.08.2024 in O.S.No.115 of 2017)

M. Banerji

N. Gardner Davis
New - T. Davis
Bert F.
Ph. H. H.



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1. Bank Accounts in the name of Late Mohammed Sultan in which he used to deposit the income from business, rental income etc., (Account No. 0029053000006819 in South Indian Bank, Kanchipuram-631501, IFSC No: SIBLD0000029)
2. LIC Policy Number 733019042 for a sum of Rs.5,00,000/-
3. Bajaj Allianz Life Insurance Policy.No.0056687588 for the sum of Rs.3,00,000/-

Dated at Chennai this 21st day of April 2026.

M. Banan Aazmi

M. Banan Aazmi
D/o. J. Mohammed Sultan [PLAINTIFF]

N. Saraladevi

1. N. Saraladevi [D-3]

D. - 7. - 2026

2. Narayanadoss [D-4]

3. Mohammed
Brufee Meeran [D-5]
S/o. Hussain Meeran

4. Shamsu Meeran [D-6]
W/o. Hussain Meeran

COUNSEL FOR APPLLEANT
IN A.S.No: 609/2025

COUNSEL FOR APPLLEANTS
IN A.S.No.471/2026



6.It is also noted that in A.S.No.609 of 2025, CMP No.25793 of 2025 had been filed to receive the certified copy of the sale deed dated 21.12.2022 registered as document No.1860 of 2022 on the file of the SRO, Damal, Kancheepuram as an additional evidence executed by the second respondent in A.S.No.609 of 2025/Sarala devi in favour of the fourth respondent in A.S.No.609 of 2025. This property is now conveyed to the appellant in A.S.No.609 of 2025. This decree may be registered by the parties to effect transfer of title to the appellant in A.S.No.609 of 2025. CMP No.25793 of 2025 is allowed and certified copy of the sale deed dated 21.12.2022 is taken on record as Ex.B21.

Ex.B21	21.12.2022	Certified copy of the sale deed in favour of Mohammed Brufee Meeran by Sarala devi document No.1860 of 2022
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7.The appeals are decreed in terms of the joint memorandum of compromise. No costs. Consequently, connected miscellaneous petitions, if any, are also closed.

(C.V.K.,J.) (K.R.S.,J.)
21-04-2026

Index: Yes/No
Speaking/Non-speaking order
Neutral Citation: Yes/No
sli

To
1.The Principal District and Sessions Court,
Kanchipuram.

2.The Section Officer,
VR Section, High Court, Madras.



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AS No. 609 of 2



**C.V.KARTHIKEYAN J.
AND
K.RAJASEKAR J.**

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**AS No. 609 of 2025
AND
AS No. 471 of 2026**

21-04-2026