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S.A.No.287 of 2012

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated : 19.06.2026

Coram:

THE HON'BLE MR.JUSTICE R.SAKTHIVEL

**S.A.No.287 of 2012
and M.P.No.1 of 2012**

Mrs.L.Jothiammal

...Appellant

Versus

- 1.Mrs.V.Ganga
- 2.Mr.V.Balasubramanian
- 3.Mrs.V.Lakshmi
- 4.Mrs.V.Saraswathi
- 5.Mrs.Mary Clara
- 6.Mrs.Shanthi
- 7.Mrs.Kalpana
- 8.Mrs.Geetha Ranjani
- 9.Mrs.R.Meera Ranjani
- 10.Mr.V.Chandramouli
- 11.Mr.C.Balakrishnan
- 12.Mrs.C.Usha Rani
- 13.Mr.C.Mohan
- 14.Mr.P.Ram Pramukhreddy
- 15.Mr.K.Jayaraman
- 16.Mr.R.Chakrapani
- 17.Mr.M.Pargunam
- 18.Vasanthakumar
- 19.Mr.M.Selvam
- 20.Mrs.V.Naina Jain
- 21.Mrs.K.Sangeeta Jain

...Respondents

(The name of 14th Respondent was amended and Respondents 20 & 21 were impleaded vide Court Order dated 20.10.2023 made in C.M.P.Nos.1567 of 2020 & C.M.P.No.21805 of 2023 in S.A.No.287 of 2012)



S.A.No.287 of 20..

Prayer: This Second Appeal has been filed under Section 100 of C.P.C against the Judgment and Decree dated 24.11.2011 made in A.S.No.611 of 2008 on the file of the VII Additional Judge, City Civil Court, Chennai confirming the Judgment and Decree dated 26.09.2008 made in O.S.No.2204 of 1993 on the file of the VII Assistant City Civil Court, Chennai.

For Appellant : Mr.E.Om Prakash,
Senior Advocate
for Mr.Ramalingam

For Respondents – 1 & 10 : Died

For Respondents – 2 to 9, 11,
12, 13 & 15 : No Appearance

For Respondent – 14 : Mr.T.Viswanatha Rao

For Respondents – 16 to 19 : Not ready in notice

For Respondents – 20 & 21 : Mr.P.Suresh

JUDGMENT

This Second Appeal has been preferred by the Appellant seeking to set aside the Judgment and Decree dated 24.11.2011 in A.S.No.611 of 2008 passed by the learned VII Additional Judge, City Civil Court, Chennai confirming the Judgment and Decree dated 26.09.2008 in O.S.No.2204 of 1993 passed by the learned VII Assistant Judge, City Civil Court, Chennai.

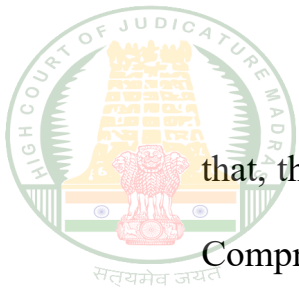


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2. Today, when this Second Appeal is taken up for hearing, Mr.E.Om Prakash, Senior Advocate for the Appellant, Mr.T.Viswanatha Rao, Counsel for the 14th Respondent and Mr.P.Suresh, Counsel for the Respondents 20 & 21 are before this Court. The Appellant and the Respondents 14, 20 & 21 also appeared before this Court.

3. The identity of the Appellant and the Respondents 14, 20 & 21 have been duly ensured by their respective Counsel. The Appellant and the Respondents 14, 20 & 21 have self attested the photocopies of their respective Aadhaar Cards and produced the same before this Court.

4. The Senior Advocate appearing for the Appellant and the Counsels appearing for the Respondents 14, 20 & 21 submitted in unison that the dispute between the Appellant and Respondents 14, 20 & 21 has been amicably settled and the parties have entered into a Joint Memo of Compromise dated 20.05.2026. They also submitted that the Joint Memo of Compromise dated 20.05.2026 was read over to the parties and the parties have expressed their consent for compromise by duly signing the said Joint Memo of Compromise. Further, the Counsels on either side produced the Joint Memo of Compromise dated 20.05.2026 before this Court and prayed



that, this Second Appeal may be disposed of in terms of said Joint Memo of Compromise.

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5. The Joint Memo of Compromise dated 20.05.2026 entered into between the Appellant and Respondents 14, 20 & 21 reads as under:

“JOINT MEMO OF COMPROMISE ENTERED INTO BETWEEN APPELLANT AND RESPONDENTS 14, 20 & 21

The Appellant and Respondents 14, 20 & 21 herein respectfully submit as follows:

- 1. The Appellant herein is the 1st Defendant in the original suit, which was decreed by the Trial Court and First Appellate Court in favour of the Plaintiffs. The 14th Respondent is the 17th Plaintiff in the suit and Respondents 20 & 21 are the subsequent purchasers of the property pending in the above S.A.No.287 of 2012.*
- 2. The Appellant has filed the above Appeal aggrieved by the Judgment and Decree dated 24.11.2011 made in A.S.No.611 of 2008 on the file of the VII Additional Judge, City Civil Court, Chennai confirming the Judgment and Decree dated 26.09.2008 made in O.S.No.2204 of 1993 on the file of the VII Assistant City Civil Court, Chennai and seeking to set aside the same.*
- 3. The Appellant and 14th Respondent further state that the said suit in O.S.No.2204/1993 originally came to be filed by one Mrs.Rukumaniammal, along with her sons and daughters, namely, the Respondents 1 to 4 herein and one Mrs.V.Yamuna and one Mr.V.Ramachandran, as against the Appellant herein and also joining the Respondents 15 to 19 herein as the defendants, who were the tenants in the said suit property. The said suit has been filed seeking for a declaration that the plaintiffs are the absolute owner of the suit property i.e.,*



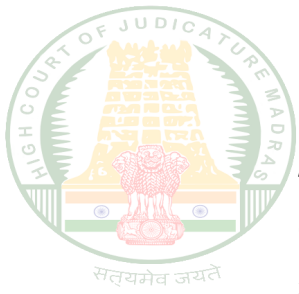
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“A portion of land in S.No.25, measuring about 9383 Sq.feet bounded on the South by T.S.No.26, 24 and 23, on the North by properties in Thiru Vi Ka Colony, on the West by T.S.No.174, on the East by No.15, Bajanaï Koil Street, 4th Street, Choolaimedu, Chennai – 600 084, in Block No.14, in Pulliyur Village and marked in red colour in the plan at marked hereto on ABCD.”

- 4. The Appellant and 14th Respondent further state that the Plaintiffs in the suit had claimed right to the property by inheritance, while the Appellant herein, being the 1st Defendant in the suit had claimed title and absolute possession based on Sale Deed dated 12.06.1981, registered as Doc.No.3234/1981, on the file of the Sub-Registrar Office, Kodambakkam, executed by the predecessor in interest of the said plaintiffs. The Appellant had been in possession of the property throughout paying property tax and other statutory dues and had also tenants in the said property and had also been pursuing rent control proceedings against the said tenants for wilful default and other remedies.*
- 5. The Appellant and 14th Respondent further submit that during the pendency of the said suit, Respondents 1 to 13 herein had sold and conveyed their respective shares in the suit schedule property in favour of the 14th Respondent herein to an extent of 8520 Sq.feet out of the total extent of 9383 Sq.feet. As such the 14th Respondent herein has been impleaded as 17th Plaintiff in the said suit. The Appellant and 14th Respondent further submit that pending the said suit, Mrs.Rukumaniammal, Mrs.V.Yamuna and Mr.V.Ramachandran, Plaintiffs 1, 3 and 4th died and their respective legal heirs were recorded / brought on record i.e., Respondents 5 to 13 herein.*
- 6. The Appellant and 14th Respondent also state that after sale of the respective shares by the Respondents 1 to 13 herein, they have not chosen to prosecute the above suit and the 14th Respondent herein, being the subsequent purchaser pendente lite stepped in and prosecuted the said suit,*



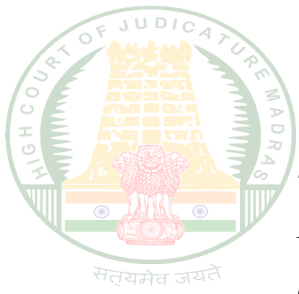
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by letting in evidence, marking of documents. The Appellant had also filed O.S.No.3528 of 2001 for permanent injunction to protect her right to the property from any encroachment or disturbing the peaceful possession of the Appellant.

7. The Appellant and 14th Respondent submit that both the suits in O.S.No.2204/1993 and O.S.No.3528/2001 were tried together by common trial and the 14th Respondent had given evidence. The suit in O.S.No.2204/1993 was decreed as prayed for and the suit in O.S.No.3528/2001 was dismissed in and by a common Judgment and Decree dated 26.09.2008.
8. The 14th Respondent submits that pursuant to the Judgment and Decree, the 14th Respondent herein had sold away a portion of the property measuring an extent of 4063 Sq.feet, out of the total extent of 8520 Sq.feet, to and in favour of Mrs.Naina V Jain and Mrs.Sangeeta K Jain, the Respondents 20 & 21 herein, and by two different Sale Deeds both dated 15.12.2008, registered as Doc.Nos.4247/2008 & 4248/2008 respectively, on the file of the SRO Kodambakkam.
9. The Appellant herein had filed First Appeals in A.S.No.611/2008 and A.S.No.158/2009, on the file of the VII Additional City Civil Court, Chennai against the said common Judgment and Decree dated 26.09.2008 in the said suits.
10. The Appellant and 14th Respondent further submit that both the above said First Appeals were dismissed in and by a common Judgment and Decree on 24.11.2011. The Appellant herein has therefore filed the above Second Appeal as well as S.A.No.288 of 2012 and the same are pending for consideration.
11. The Appellant and 14th Respondent states that in view of the sale made by the 14th Respondent in respect of the portion of the property pending the



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litigation in favour of Respondents 20 & 21, namely Mrs.Naina V Jain and Mrs.Sangeeta K Jain, they have been made as party respondents in the above Second Appeal in and by an order dated 20.10.2023 in C.M.P.No.21805 of 2023 filed by the Appellant.

12. The Appellant and 14th Respondent further submit that as such as on date, the 14th Respondent and Mrs.Naina V Jain and Mrs.Sangeeta K Jain, the Respondents 20 & 21 herein having acquired right to the property by virtue of the Sale Deed in their favour, morefully described in Part I and Part II of the Annexed sketch measuring a total extent of 6992 Sq.feet of land along with the buildings thereon.
13. The Appellant and 14th Respondent respectfully submit that pending the above Second Appeal, both of them have negotiated for settlement and accordingly, the 14th Respondent who claims right over the property in view of his purchase from the original Plaintiffs in the suit, and the said Mrs.Naina V Jain and Mrs.Sangeeta K Jain Respondents 20 & 21 herein and the 14th Respondent had jointly agreed to confirm the title, right, ownership and absolute possession of the property more fully described in the annexed sketch Part I and Part II of the Annexed sketch measuring an total extent of 6992 Sq.ft of land out of the total extent of 8520 Sq.Ft of land along with the buildings thereon in favour of the Appellant herein, the Appellant agreeing to pay a sum of Rs.1,60,00,000/- to the 14th Respondent as full and final settlement of all claims as between the parties.
14. It is agreed that the 14th Respondent is paying a sum of Rs.30,00,000/- by way of demand draft and banking transaction to the 20th Respondent and sum of Rs.10,00,000/- by way of demand draft to the 21st Respondent the details of the same is as follows:-

S.No.	Description	Amount
i)	26.06.2025, Cheque No.010957, Union Bank of India favouring Naina V Jain	Rs.3,00,000.00



ii)	30.06.2025, Cheque No.010958, Union Bank of India favouring Naina V Jain	Rs.2,00,000.00
iii)	02.07.2025, Cheque No.010959, Union Bank of India favouring Naina V Jain	Rs.2,00,000.00
iv)	05.07.2025, Cheque No.010960, Union Bank of India favouring Naina V Jain	Rs.3,00,000.00
v)	11.07.2025, Cheque No.010963, Union Bank of India favouring Naina V Jain	Rs.2,00,000.00
vi)	11.07.2025, Cheque No.010964, Union Bank of India favouring Naina V Jain	Rs.1,00,000.00
vii)	02.04.2026, Demand Draft bearing No.554360, drawn on City Union Bank Ltd., in favour of Naina V Jain	Rs.10,00,000.00
viii)	20.05.2026, NEFT/RTGS, Union Bank of India favouring Naina V Jain	Rs.7,00,000.00

Total : Rs.30,00,000.00

S.No.	Description	Amount
i)	02.04.2026, Demand Draft bearing No.554359, drawn on City Union Bank Ltd., in favour of Sangeeta K Jain	Rs.10,00,000.00

On receipt of the said sum the 20th and 21th respondents, agree to relinquish all their right, title, entitlement, of their respective properties and confirm the right, title and interest of the property by the Appellant pertaining to an extent of 4063 Sq.feet of land out of the total extent of 8520 Sq.feet of land along with building if any thereon and also, agreeing to execute necessary deed of cancellation of the two Sale Deeds both dated 15.12.2008, registered as Doc.Nos.4247/2008 & 4248/2008 respectively, on the file of the SRO Kodambakkam. The description of the property to be relinquished by the 14th, 20th and 21th Respondents is given hereunder and for proper identification of the same, plan is annexed herewith.



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All the piece and parcel of land admeasuring 6992 Sq.feet of land out of the total extent of 8520 Sq.ft of land along with the buildings thereon situate at Door No.15, Bajanai Koil 4th Street, Choolaimedu, Chennai comprised in Paimash No.291, Old T.S.No.25, New T.S.No.25/1, Block No.14 of Pulliyur Village, Egmore Taluk, Chennai District, the property being bounded on the North by Thiruvika Colony; South by T.S.No.26/4 and 24/1, property owned by Mr.Loganathan and others; East by Bajanai Koil 4th Street and West by T.S.No.174 & T.S.No.11/4, admeasuring East to West on the Northern Side 103 ft 4 inches; East to West on the Southern Side 92 ft 2 inches; North to South on Eastern Side 78 ft 9 inches; North to South on the Western Side 66 ft 4 inches, situate within the Registration District of Central Chennai and Registration Sub District of Kodambakkam.

15. The Appellant and 14th Respondent further state that the 14th Respondent and aforesaid Mrs.Naina V Jain and Mrs.Sangeeta K Jain hereby confirm and declare that whatever right they had in the abovementioned property is hereby relinquished and the 14th Respondent and the aforesaid Mrs.Naina V Jain and Mrs.Sangeeta K Jain do not own, enjoy or claim any right over the above mentioned property, viz., 6992 Sq.feet of land out of the total extent of 8520 Sq.ft of land along with the buildings thereon.

16. The Appellant and the 14th Respondent in terms of the settlement agreed upon between them, the parties (Appellant and the 14th Respondent) agree and record the following consent terms:

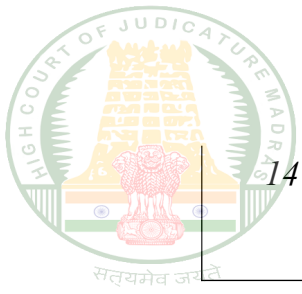
(1) The Appellant has paid to the 14th Respondent on the execution of this Joint Memo of Compromise, the receipt of which the 14th Respondent hereby acknowledge and confirm and release the Appellant of any further payment or obligations.

(2) The details of the payment made by the Appellant to the 14th, 20th and



21th respondents are as follows:-

S.No.	Description	Amount
1	9 th Day of October 2023 NEFT favouring Sriram Builder	Rs.15,00,000.00
2	9 th Day of October 2023 Cheque No.123803 Chennai Central Co-Operative Bank Ltd., favouring Sriram Builder	Rs.14,00,000.00
3	9 th Day of October 2023 Cheque No.537403 The Tamil Nadu State Apex Co-Op. Ltd., favoring Sriram Builders	Rs.10,00,000.00
4	9 th Day October 2023 Cheque No.00029 Karur Vysya Bank Ltd., Ashok Nagar Favours Sriram Builders	Rs.6,00,000.00
5	18 th Jan. 2024 Neft No.IOBAR52024011800701972 favouring Sriram Builder	Rs.20,00,000.00
6	18 th Day Jan. 2024 Cheque No.360927, The Tamil Nadu State Apex Co-Op. Ltd., favouring Sriram Builders	Rs.10,00,000.00
7	19 th Day Jan, 2024 Cheque No.360928, The Tamil Nadu State Apex Co-Op. Ltd., favoring Sriram Builders	Rs.10,00,000.00
8	22 nd Day Jan 2024 Cheque No.360929 favouring Sriram Builder	Rs.5,00,000.00
9	1 st Day of January 2026 Cash – in favour of Mr.P.Rampramukhreddy	Rs.1,00,000.00
10	05 th Day Jan 2026 Cheque No.535271 in favour of Mr.P.Rampramukhreddy	Rs.4,00,000.00
11	18 th Day of May 2026 Cash – in favour of Mr.P.Rampramukhreddy	Rs.35,00,000.00
12	02.04.2026, Demand Draft bearing No.554359, drawn on City Union Bank Ltd., in favour of Sangeeta K Jain	Rs.10,00,000.00
13	02.04.2026, Demand Draft bearing No.554360, drawn on City Union Bank Ltd., in favour of Naina V Jain	Rs.10,00,000.00



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14

15.05.2026, Demand Draft bearing
No.002751, drawn Indian Bank in favour
of Mr.P.Rampramukhreddy

Rs.10,00,000.00

Total : Rs.1,60,00,000.00

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- (3) The Respondents 14, 20 & 21 hereby confirm, declare, affirm and assert that the Appellant has valid title, right and ownership of the property being 6992 Sq.Ft of land out of the total extent of 8520 Sq.ft of land along with buildings thereon, more fully described in Para 17 hereunder and in the annexed sketch and that the Respondents 14, 20 and 21 herein or their predecessors in interest shall not have any right, title, interest over the said property.
- (4) The Appellant shall be entitled to have the necessary mutations to be done for the property and obtain Patta in her name for the entire property by making application to the Tahsildar, who shall issue the same without any further reference to the Respondents. The Appellant shall also be entitled to have the tenants evicted by due process of law and the Respondents 14, 20 & 21 shall have no objection for the same.
- (5) The Respondents 14, 20 & 21 herein do hereby explicitly relinquish their rights, title and interest over the said property, viz., 6992 Sq.Ft of land out of the total extent of 8520 Sq.Ft of land along with buildings thereon in favour of the Appellant, to enable the Appellant to enjoy the said property as the absolute owner free from all encumbrance. The 14th, 20th and 21st Respondents agree to execute Deed of Cancellation of the Sale Deeds (in favour of the Respondents 20 & 21), viz., Document Numbers 4247/2008 and 4248/2008 both dated 15-12-2008 on the file of SRO, Kodambakkam, at the cost of the appellant.
- (6) The 14th Respondent also hereby declare and confirm that the other Respondents in the above Appeal are only formal parties and they do not have any right and/or interest in the above lis.



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- (7) *The 14th Respondent further hold the Appellant free from any claims and indemnify, agree to indemnify from any losses and/or claims, including any claims by the other respondents as against the Appellant in any manner and shall make good or defend any proceedings, or on being called upon would pay the same.*
- (8) *The Respondents 14, 20 & 21 herein further undertake to execute any further documents, deeds, affirmations, confirmations, etc. in favour of the Appellant to give effect to the settlement herein arrived and to enable the Appellant to own and enjoy the above said property, viz., 6992 Sq.feet of land out of the total extent of 8520 Sq.Ft of land along with a building thereon free from encumbrances and any claims what so ever and also agree to cooperate for registering the subject Compromise Decree before the concerned Sub-Registrar Office, i.e., SRO, Kodambakkam, at the cost of the Appellant.*
- (9) *The Respondents 14, 20 & 21 further hereby confirm that the Appellant is entitled to file necessary application seeking for withdrawal of the rents deposited by the tenants before the Civil Courts wherever remains unclaimed.*
17. *The Appellant and Respondents 14, 20 & 21 herein respectfully submit that this Hon'ble Court may be pleased to receive the joint memo of Compromise on file and set aside the order passed in A.S.No.611/2008 on the file of the VII Additional City Civil Court, Chennai, partially dismissing the suit in O.S.No.2204/1993 in respect of the portion of the property described hereunder:-*
- “All the piece and parcel of land admeasuring 6992 Sq.feet of land, out of the total extent of 8520 Sq.Ft of land along with the buildings thereon situate at Door No.15, Bajanai Koil 4th Street, Choolaimedu, Chennai, comprised in Paimash No.291, T.S.No.25, Block No.14, Pulliyur Village, bounded on the North by Thiruvika Colony; South by property*



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owned by Loganathan & others; East by Bajanai Koil 4th Street and West by property belonging to Palani, situate within the Registration District of South Chennai and Registration Sub-District of Kodambakkam” (Part I and Part II of the property more fully described in the Annexed sketch).

18. It is therefore prayed that this Hon'ble Court may be pleased to record this joint memo of compromise between the parties and pass a Judgment and Decree as prayed for and thus render justice.”

6. The above Joint Memo of Compromise dated 20.05.2026 is recorded and the same shall form part of this Judgment & Decree.

7. Considering the submissions made by the Counsel on either side, this Second Appeal is disposed of in terms of the Joint Memo of Compromise dated 20.05.2026. However, there shall be no order as to costs. Consequently, connected Miscellaneous Petition is closed.

19.06.2026

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Index: Yes/No

To

1.VII Additional Judge,
City Civil Court, Chennai.

2.The VII Assistant Judge,
City Civil Court, Chennai.

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R.SAKTHIVEL, J.

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