



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 27-02-2026

CORAM

**THE HONOURABLE MR JUSTICE N. SATHISH KUMAR
AND
THE HONOURABLE MR.JUSTICE R.SAKTHIVEL**

**AS No. 445 of 2022
and CMP.No.16078 of 2022**

Muthukumarappa @ Muthukumar

Appellant(s)

Vs

**1. Muthulakshmi
2.Arunasadesan
3.Rajasekar**

Respondent(s)

PRAYER: Appeal Suit filed under Section 96 of Code of Civil Procedure, to set aside the Judgment and Decree dated 05.8.2021 passed in O.S.No.13 of 2008 on the file of the Additional District Court, Mayiladuthurai.

For Appellant(s): Mr.P.Dinesh Kumar

For Respondent(s): Mr.P.Karthikeyan for R1

**JUDGMENT
(Judgment made by N.Sathish Kumar J.)**

Challenging the preliminary decree passed by the Trial Court granting 1/3rd share to the plaintiff in Item Nos.1,2 and 5 in 'A' Schedule and 6 to 4 items in 'B' schedule, the first defendant has filed the instant appeal.

2. The plaintiff is the sister of the first defendant. Second defendant is the son of another sister and the third defendant is the purchaser. The fourth respondent is the lessee, who had also died. Though the third respondent was made as a party, he is only a purchaser and the portion purchased by him is not



the subject matter of the appeal and the Trial Court itself had dismissed the suit with respect to that item

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3. During the pendency of the appeal, the appellant, her sister and her sister's son/the second defendant have entered into a compromise and they have filed a joint memorandum of compromise, wherein, it is agreed that the plaintiff shall be allotted 4500 sq.ft., in the first Item of the 'A' Schedule in S.No.106 and with respect to the same, the first defendant or the second defendant shall not have any right. It is also agreed that the appellant had paid a sum of Rs.15 lakhs to the second defendant and in fact, after receipt of the amount, the second defendant is not claiming the right over the the suit properties. The terms of settlement entered into between the parties are as follows:-

“A.The parties are hereby agreed that the 1st Respondent/Plaintiff is allotted 4500 sq.ft., or Land in the 1st Item of the Suit "A" Schedule. With respect to the said property of 4500 Sq ft, the appellant or the 2nd respondent shall not have any right over the same.

B.Similarly the parties are hereby agreed that the appellant paid a sum of Rs.15,00,000/- to the 2nd Respondent/2nd Defendant and the same was received by him for his share of right over the suit properties and he shall not claim any right over the same.

C. The 1st and 2nd Respondent hereby agreed that all the other properties are absolute properties of the appellant herein and they or their legal heirs or legal representatives shall not claim any right over the same.”



4. The appellant along with his son appeared through video conferencing and they were identified by their respective counsel. The first respondent/plaintiff appeared before the Court and she was identified by her counsel. The second respondent appeared along with his wife through video conferencing, since, he is paralysed, his wife interacted with us and she admitted that she has received a sum of Rs.15 lakhs by way of RTGS on 26.02.2026. The said joint memo of compromise is taken on record.

5. Accordingly, this appeal suit is disposed of in terms of joint memo of compromise. The said joint memo of compromise shall form part and parcel of the decree. The final decree shall be drawn as per the joint memorandum of compromise signed by all the parties. No costs. Consequently, connected miscellaneous petition stands closed. Parties shall deposit requisite Non-Judicial Papers within the period of judgment to engross the final decree.

(N.SATHISH KUMAR J.)(R.SAKTHIVEL J.)
27-02-2026

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Index:Yes/No

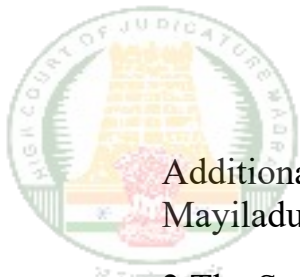
Speaking/Non-speaking order

Internet:Yes

Neutral Citation:Yes/No

To

1. The Additional District Judge



Additional District Court
Mayiladuthurai

2.The Section Officer
VR Section
Madras High Court

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**N.SATHISH KUMAR J.
AND
R.SAKTHIVEL J.**

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