

Muthulakshmi vs Bhanumathi

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Court : Chennai

Decided On : Feb-06-2026

Judge : Honourable Mr Justice N. Sathish Kumar, Honourable Mr. Justice R. Sakthivel

Appeal No. : AS/66/2002

Appellant : Muthulakshmi

Respondent : Bhanumathi

Judgement :

2026:MHC:1716

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 & 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

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. 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

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 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 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 Honble 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 Honble Division Bench was pleased to grant, a period of Four months from the date of execution of this SETTLEMENT

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 Honble Courts Records.

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 4/9 th 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 Honble 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 4/9 th share in Item 3 of the Schedule Property.

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 Honble 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.

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. 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 N.SATHISH KUMAR, J., AND R. SAKTHIVEL, J., gpa & C.R.P.No.2201 of 2015 & C.R.P (PD) No.798 of 2005 & T.O.S.No.36 of 2019 06.02.2026 & 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'. 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
vsm

N.SATHISH KUMAR, J.

and

R.SAKTHIVEL, J.

vsm & 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 30.04.2026

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