

Kalaiselvan vs Sivakumar

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Court : Chennai

Decided On : Feb-21-2025

Judge : Honourable Mr Justice N. Sathish Kumar

Appeal No. : SA/620/2009

Appellant : Kalaiselvan

Respondent : Sivakumar

Judgement :

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 21.02.2025

CORAM

THE HON'BLE MR.JUSTICE N.SATHISH KUMAR S.A.No.620 of 2009
and C.M.P.No.20336 of 2017 Kalaiselvan ... 1st Defendant/1st
Respondent/Appellant -vs-

1. Sivakumar ... 2nd Plaintiff/Appellant/1st Respondent

2. Jayaraman

3. Selvarani

4. Komathi

5. Chitra

6. Suguna ... Defendants 2 to 6/Respondents 2 to 6/ Respondents 2 to 6

Prayer: Second Appeal Suit is filed under Section 100 of CPC to allow the Second Appeal dismissing the suit and setting aside the Decree and

Judgment passed in A.S.No.16 of 2007 dated 29.11.2008 on the file of the

District Judge, Tiruvannamalai and setting aside the Decree in O.S.No.163 of 2000 dated 31.01.2007 on the file of Principal Subordinate Judge, For Appellant : Mrs.D.Malarvizhi For Mr.M.P.Jayaprakash For R1 : Mr.J.Ramakrishnan For R2, R4 to R6 : No Appearance (Refused) For R3 : No Appearance *****

JUDGMENT

This Second Appeal is listed today for recording the Memo of Compromise.

2. Originally, a suit in O.S.No.163 of 2000 was filed by one

Sanjeevi Ammal, seeking partition. During pendency of the suit, Sanjeevi Ammal died and on the basis of her last registered Will dated 01.05.2000, the 2nd plaintiff, namely, Sivakumar was impleaded in the suit. The suit had been decreed in part. Challenging the decree and judgment passed in the suit, the plaintiff filed A.S.No.16 of 2007, in which, the Appellate Court modified the shares. Aggrieved by such modification of shares, the 1 st defendant is before this Court by filing the instant Second Appeal.

3. When the matter is taken up for hearing, both the

appellant/1st defendant and the 2nd plaintiff/1st respondent herein, who appeared before this Court physically, have filed a Memorandum of Compromise dated 20.11.2024, wherein it has been stated as follows: 1. The 1st respondent represented before the Honourable court that he needs amounts instead of his

shares in the property. The same has been agreed by the Appellant before this Honourable court.

2. The 1st respondent claimed an amount of Rs.7 lakhs

(seven lakhs fifty thousand only) for his shares and the same has to be paid before 20th November 2024 and requested the appellant if it is paid through Bank the same was accepted by the Appellant.

3. As per the terms agreed the Appellant paid an entire

amount through Bank Rs.5,00,000/- (Five Lakhs) in reference on UTR/RRN KKBK R12024111600935701 on 16/11/2024 and an amount of Rs.2,50,000/- (Two Lakhs Fifty Thousand) in Reference No.UTR/RRN KKBKR52024111800740187 on

4. Without prejudice tot their right both of them agreed

amicably settled in the above appeal and declare that the terms of Memorandum of Understanding arrived at between them and recorded herein are fair and bonafide and in interest of all the parties. N.SATHISH KUMAR,J., ar

4. The 1st respondent has conceded before this Court that he had received the amount in lieu of shares declared by the Trial Court.

5. In view of the above submission and recording the Memo of

Compromise, this Second Appeal stands allowed. The decree and judgment

of the First Appellate Court is hereby set aside and the suit filed by the 2nd plaintiff is dismissed. No costs. Consequently, connected Miscellaneous Petition is closed.
21.02.2025 Index: Yes / No 2/2 Internet: Yes / No ar To:

1. The District Judge, Tiruvannamalai.

2. The Principal Subordinate Judge,

3. The Section Officer, V.R.Section, High Court, Madras. S.A.No.620 of 2009

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