

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 23.04.2018

CORAM

THE HONOURABLE MR. JUSTICE V.BHARATHIDASAN

C.S.No.770 of 1998
and
A. No.3561 of 2001

K.Prathap

.. Plaintiff

Versus

1.B.Samanthakamani
2.V.Chalapathy
3.B.Bhargavi
4.B.Manimala
5.P.Chandraswekar
6.P.Meena
7.D.Prasanna

.. Defendants

PRAYER: This Civil Suit filed under IV Rule 1 of Original Side Rules R/w order VII Rule 1 of the Code of the Civil Procedure, prays to pass a judgment and decree in favour of the plaintiff and as against the defendants:

- (i) For partition and separate possession of the plaintiff's ½ share in the plaint A to D schedule properties,
- (ii) Award the cost of the suit.

For Plaintiff

: Mr.V.Selvaraj

For defendants 1,3, 4

: Mrs.Gajalakshmi Rajendran

For defendant 2

: Mr. Nagarathinam

JUDGMENT

Today, when the matter came up before this Court, the learned counsel for the applicant and the first defendant submitted that now the matter has been settled between the parties and they also filed a joint compromise memo dated 23.04.2018. The plaintiff and the first defendant signed in the compromise and counter-signed by their respective counsels.

2.The terms of memorandum of compromise are recorded as follows:

“1. The Advocate Commissioner has suggested division of Item 1 of Plaintiff - A Schedule property into two.

2.The parties agree that the rear portion shown as “Portion B” in the Advocate Commissioner's Report measuring 3,200 square feet inclusive of 10 feet private passage be allotted to the exclusive share of the applicant and the front portion measuring 2,400 sq. feet shown as “Portion-A” in the Advocate Commissioner's Report be allotted to the share of the 1st respondent

3.The Parties are at liberty to demolish the building in their respective partitions.

4.Item 2 of Plaintiff A Schedule property is in the possession of third parties. The applicant and the 1st respondent are each entitled to one half share and they will take appropriate legal proceedings to recover the property and to share it equally.

5.Plaint items in B and C schedule properties are not available for partition.

6.The available D Schedule properties namely share and fixed deposits may divided between the applicant and the 1st respondent as follows:

UNIT TRUST OF INDIA SHARE CERTIFICATES

<i>S.No</i>	<i>Certificate No.</i>	<i>Date</i>	<i>No. Of Units</i>	<i>Value in Rupees</i>
1	3070003901 09173101	28.07.1972	1000	10,000/-
2	3070003901 Do401101	28.07.1976	500	5,000/-
3	38411200534	21.07.1983	300	3,000/-
4	38711200055	07.07.1986	1000	10,000/-
5	38711201807	23.07.1986	1400	14,000/-
6	38711201848	25.08.1986	1000	10,000/-
7	38711201807	08.08.1986	2,700	27,000/-
8	H89316116	28.12.1989	500	5,000/-
9	H89316116	28.12.1989	500	5,000/-
10	J9003372	01.01.1990	2860	28,600/-
11	M9023024251	22.01.1991	1000	10,000/-
12	M9113039963	31.05.1991	1580	15,800/-
13	M9113042317	31.05.1991	1580	15,800/-
14	M91-2-3-056780	01.12.1991	1060	10,600/-
15	M91-2-3-056781	01.12.1991	530	5,300/-
16	DF-93-3007554	27.08.1992	500	5,000/-
17	M9313022011	07.09.1992	950	9,500/-
18	M9323006726	27.01.1993	750	7,000/-
19	M9333007583	01.07.1993	1200	12,000/-
20	3940090018643	19.08.1993	700	7,000/-
21	303941510007560	10.09.1993	300	3,000/-
22	303941510007559	10.09.1993	600	6,000/-
23	300970200076545	01.07.1996	100	1,000
24	300970200076544	01.07.1996	270	2,700
25	300970200076543	01.07.1996	100	1,000
26	300970200076542	01.07.1996	140	1,400

<i>S.No</i>	<i>Certificate No.</i>	<i>Date</i>	<i>No. Of Units</i>	<i>Value in Rupees</i>
27	300970200076447	01.07.1996	70	700
28	300970200076446	01.07.1996	30	300
29	300970200076445	01.07.1996	50	500
30	300970200076444	01.07.1996	100	1000
			Total	2,33,700

Sl. Nos.to 9, 11, 12,23,25 (total Rs.1,16,800/-) are allotted to the share of the applicant.

Sl. Nos.10,13 to 22, 24 , 26 to 300 (total Rs.1,16,900/-) are allotted to the share of the 1st respondent.

D.SCHEDULE LIST OF BANK DETAILS:

<i>Sl. No.</i>	<i>Account No.</i>	<i>Date of Maturity</i>	<i>Amount in Rupees</i>
1	KCC.01/970180	22.06.1999	3,148/-
2	KCC/01/970294	12.06.2000	31,604/-
3	KCC/01/970359	02.08.1999	13,986/-
4	MPP-KCC/93 No.022143/216/95	04.04.1998	53,948/-
5	Canara Bank, Nungambakkam	SB/A.C.108	2,03,976.11
6	Canara Bank, Thambu Chetty Street	SB/A.C.22967	37,875.16
7	Canara Bank, Thambu Chetty Street	FD-0181/96	20,000/-
8	Canara Bank, Thambu Chetty Street	KD 0705/95	57,284/-
9	Corporation Bank, G.T.	SB A/C: 1776	1,991.811
10	Corporation Bank g.T.	KCC/93/22143	38,958/-
11	Corporation Bank, G.T.	KCC/01/970180	2,534/-
12	Corporation Bank, G.T.	KCC/01/970294	24,095/-
13	Corporation Bank, G.T.	KCC/01/970359	11,885/-
14	TNSC Bank Chennai 600 001	SB A/C 12832	24,014.75
15	Tamil Nadu Circle	SB A/C 6333	20,310.47

<i>Sl. No.</i>	<i>Account No.</i>	<i>Date of Maturity</i>	<i>Amount in Rupees</i>
	Co-operative Bank, Chennai - 600 001		
16	National Saving Scheme GPO, Chennai - 600 001	A.C. No.15000598	4,800/-
		Total	5,50,410/-

The Applicant and the 1st Respondent are entitled to one half of the amount with interest each.

7.It is therefore prayed that a final decree may be passed in terms of the Joint Memo."

3. Considering the fact that the matter has been settled between the parties, Final Decree has been passed, pursuant to compromise memo filed by both the parties. The memo of compromise shall form part of the decree. No costs. Consequently, connected miscellaneous application is closed.

4.Insofar as the remuneration to the learned Advocate Commissioner is concerned both the parties are directed to pay Rs.25,000/- each. Today, viz., 23.04.2018, the learned counsel appearing for the plaintiff submitted that the plaintiff already paid a sum of Rs.25,000/- to the Advocate Commissioner. Hence, the learned counsel for the defendants is directed to pay the remuneration amount of Rs.25,000/- within a period of two weeks from the date of receipt of a copy of this order.

23.04.2018

rkp

V.BHARATHIDASAN .J.,

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