

**III ADDITIONAL DISTRICT AND SESSIONS COURT,  
TIRUVALLUR AT POONAMALLEE.**

Present: **Thiru. C.VIJAYAKUMAR, B.A., B.L.,**  
III Additional District and Sessions Judge

**Friday, the 24<sup>th</sup> day of July 2026**

**O.S.No.296/2021**

1) S. Mohammed Salim (Died), S/o. Shahulhameed,  
2) S. Mohammed Abrar, S/o. Mohammed salim,  
3) S. Shahul Hameed, S/o. Selvaganirowther,  
4) Quaisara Begum, W/o. Mohammed salim,  
Plaintiffs 1 to 4 were residing at Old No.1/290,  
New No. 1/8, Ground Floor, 4<sup>th</sup> cross street,  
Venkateshwara Nagar, Ramapuram, Chennai – 600 089.

5) Haleemathu Salma, W/o. S.P.Irfan,  
D/o. Mohamed Salim, No.110, Muthuvali Mohammed,  
Yakhoob Street, Lakshmi Nagar, Salem – 636 001.

6) Mehrunnisha, W/o. Mohamed Irfar Adil Faruqui,  
D/o. Mohammed Salim, Mayur Villa, 15/1/1F,  
Mayur Bhanj Road, Khiddirpore Kolkata,  
West Bengal – 700 023.

**(Plaintiffs 4 to 6 were impleaded as per the  
Order dated 03.09.2024 in I.A.No.5/2024)**

**..Plaintiffs**

**-Vs-**

1) Shahitha Bibi Siddiq, W/o. S. Mohammed Siddiq,  
2) S. Mohammed Siddiq, S/o. N. Shahul Hamid,  
Defendants 1 & 2 residing at Old No.1/290,  
New No.1/8, First floor, 4<sup>th</sup> Cross Street,  
Venkateshwara Nagar, Ramapuram, Chennai – 600 089.

**..Defendants**

This suit came up before this Court for final hearing on 20.07.2026, in the presence of M/s. S. Balamurugan, R. Frnaklin Perinbanathan, D. Karthick learned counsels for the plaintiff, M/s. H. Shabeer Ali, K. Hassan Ali, Dilip Kumar learned counsels for the defendants, and upon hearing the both sides and on perusal of oral and documentary evidence having stood over for consideration till this day, this court delivered the following:

### **J U D G M E N T**

The suit was filed by the plaintiff for **a)** Declaration that the Plaintiffs 1 & 2 are the absolute title owners of the suit B schedule property; **b)** Recovery of Possession and direction to the defendants to handover the vacant possession of the suit B scheduled property to the Plaintiffs 1 & 2; **c)** direction to the defendant to pay dameges @ Rs.21,000/- (Rupees Twnety One Thousand Only) per month for the occupation in the suit 'B' schedule property till the date of handover of the possession; **d)** for permanent injunction restraining the defendants, theird men, agents, representatives, relatives, sevants from altering the physicla feature of the suit B schedule property; and **e)** Cost of the suit.

#### **2) The averments made in the plaint are briefly as follows:-**

The plaintiffs stated that the third plaintiff, a former employee of Standard Chartered Bank, purchased the "Suit A Schedule Property" in Ramapuram, Chennai, through a registered sale deed dated 14.12.1984, using his personal income and savings. The first and third plaintiffs subsequently constructed a house on this land in 1994,

financing it through their joint earnings and the third plaintiff's voluntary retirement terminal benefits. Following the death of his wife in 1993, the third plaintiff lived under the care of his son (the first plaintiff) and later executed a registered Settlement Deed on 31.10.2018, transferring absolute ownership and possession of the property to his son and grandson (the first and second plaintiffs). In March 2020, during the initial wave of the COVID-19 pandemic, the first plaintiff's sister and her husband (the first and second defendants) requested and were granted permission to occupy the first floor of the house, designated as the "Suit B Schedule Property," as rent-free permissible occupants on the condition that they would vacate upon demand. In January 2021, the plaintiffs requested the defendants to vacate the premises for their own use, and although the defendants requested an extension until May 2021, they subsequently refused to vacate, denied the plaintiffs' title, and attempted to carry out unauthorized alterations to the building. Consequently, the plaintiffs quantified wrongful occupation damages at Rs.21,000/- per month and filed a lawsuit seeking a declaration of title, recovery of possession, damages, and a permanent injunction. Hence, the suit.

**3) The averments made in the Written Statement filed by the Defendants are briefly as follows:-**

The defendants stated that the suit was completely unmaintainable in law and facts, arguing that the plaintiffs lacked the standing to maintain it. They categorically

denied the plaintiffs' assertions, claiming that the second defendant had entirely constructed the building using his own funds while the plaintiffs were residing in Kolkata. Furthermore, they asserted that the disputed property had originally been given to the first defendant by the third plaintiff, and that they had been residing there since 1995. According to the defendants, the first plaintiff had only sought temporary shelter in the ground floor in 2008 due to severe business losses in Kolkata and was now attempting to wrongfully occupy the schedule property. They further submitted that the plaintiffs had approached the court with unclean hands by fraudulently suppressing existing legal disputes, specifically O.S. No. 166 of 2021 where the defendants had sought an injunction to protect their peaceful possession and O.S. No. 172 of 2021, which challenged the validity of the 2018 settlement deed. Finally, the defendants submitted that the plaintiffs were attempting to unlawfully evict them by disconnecting basic water and electricity services, and they requested the court to dismiss the meritless suit as it failed to disclose a valid cause of action.

**4) Upon perusal of the plaint and written statements the following issues are framed :**

- 1) Are the plaintiffs 1 and 2 the owners of the suit 'B' schedule property ?**
- 2) Whether the Plaintiffs are entitled to the relief of declaration as prayed for ?**
- 3) Whether the Plaintiffs are entitled to the relief of recovery of possession as prayed for ?**

- 4) Whether the plaintiffs are entitled to damages as prayed for ?
- 5) Whether the Plaintiffs are entitled to the relief of Permanent injunction as prayed for ?
- 6) To what other relief(s) are the plaintiff entitled ?

5) During trial the 1<sup>st</sup> Plaintiff was examined as PW1, 3<sup>rd</sup> Plaintiff was examined as PW2 and Ex.A1 to Ex.A15 were marked. On behalf of the defendant side No witnesses were examined and no documents were marked.

6) While this case was pending for defendant side evidence, on 20.07.2026, the learned counsel for the Plaintiffs and Defendants appeared before this Court and filed an application for compromise decree under Order XXIII Rule 3 of CPC along with a Joint Compromise memo dated 20.07.2026 which was duly signed by the both parties. By the compromise memo, the parties stated that, the following disputes were settled amicably between them :

(i) The defendants accepted and ratified that the plaintiffs are the lawful title owners of the suit "B" schedule property and consented to a court decree declaring the same infavour of the plaintiffs name.

(ii) The defendants agreed to vacate and hand over vacant possession of the suit "B" schedule property to the plaintiffs on or before October 31, 2026.

(iii) The plaintiffs agreed to give up their claim for monetary damages regarding the defendants' occupation and completely relinquished the defendants from any liability or occupation claims.

(iv) The plaintiffs gave up their request for a permanent injunction against the defendants.

7) In support of the claim of the parties, the 2<sup>nd</sup> plaintiff and the 2<sup>nd</sup> defendant were examined as C.W.1 and C.W.2 respectively and none of the documents were marked through them.

**8) Now, the point for consideration before this Court, whether the suit can be decreed in terms of joint compromise memo ?**

**9) POINT :**

Both side heard. Records Perused.

**10)** Initially, the suit was filed by the Plaintiff 1 to 3 against the defendants 1 and 2 for the relief of title over the suit 'B' scheduled property, recovery of possession, damages and permanent injunction. Due to the death of the 1<sup>st</sup> Plaintiff, the Plaintiffs 4 to 6 were impleaded as plaintiffs in the above suit as per the order dated 30.09.2024 in I.A.No.5/2024. After the settlement of issues, PW1 and PW2 were examined and 15 documents were marked on the side of the Plaintiffs. Then, this matter was posted for Defendants side evidence. Now the parties come with the Joint compromise memo along with the compromise petition under Order XXIII Rule 3 of CPC and prayed to for compromise decree.

**11)** To satisfy the requirements of Order XXIII Rule 3 of the Code of Civil Procedure, 1908, the second plaintiff and the second defendant were examined before this Court as C.W.1 and C.W.2 respectively. In their statements, both parties voluntarily admitted

the execution of the Joint Compromise Memo dated 20.07.2026, confirmed its contents, and verified their respective signatures. They explicitly stated that they entered into this agreement.

**12)** The core question before this Court is whether the compromise arrived at between the parties satisfies the mandatory requirements of Order XXIII Rule 3 of the Code of Civil Procedure, 1908 (CPC).

**Order XXIII Rule 3, CPC states as follows:**

**" Where it is proved to the satisfaction of the Court that a suit has been adjusted wholly or in part by any lawful agreement or compromise, in writing and signed by the parties, or where the defendant satisfies the plaintiff in respect of the whole or any part of the subject-matter of the suit, the Court shall order such agreement, compromise or satisfaction to be recorded, and shall pass a decree in accordance therewith so far as it relates to the parties to the suit, whether or not the subject-matter of the agreement, compromise or satisfaction is the same as the subject-matter of the suit."**

As per the above mandate, the instant case, the Joint Compromise Memo has been filed in writing and is signed by all the interested parties to the suit. The memo explicitly states that the matter has been settled amicably through discussion and prays

for dismissal of the suit. The presence of the signatures satisfies the statutory requirement of a written agreement.

**13)** To ascertain whether the compromise is lawful and voluntary, this Court examined the parties under oath. The 2<sup>nd</sup> Plaintiff was examined as CW.1, and the 2<sup>nd</sup> Defendant as CW.2. On perusal of their testimony, they have unanimously stated that the disputes between the parties have been resolved through mutual discussions, out of their own free will and without any force, fraud, or undue influence. No documents were marked, which is inconsequential as the oral testimony of the parties themselves, confirming the terms of the compromise, constitutes sufficient proof under Rule 3.

**14)** On behalf of all the plaintiffs, the second plaintiff was examined as CW1. He affirmed that the signatures in the joint compromise memo are those of the parties concerned. The second defendant, who is the husband of the first defendant, affirmed the signature of the first defendant and the plaintiffs. Even though the first defendant did not appear and was not examined with regard to the joint compromise memo, under Section 120 of the Indian Evidence Act, the second defendant, being the husband of the first defendant, is competent to depose on behalf of his wife. Hence, the non-examination of the other plaintiffs and the first plaintiff does not invalidate the joint compromise memo.

**15)** The original suit sought title over the suit, recovery of the possession, relief of damages and permanent injunction. The Joint Compromise Memo effectively settles the entirety of these disputes. This Court notes that a compromise resulting in

dismissal is as valid as a compromise resulting in a decree, provided the agreement is lawful.

**16)** This Court is satisfied that:

- (i) The compromise is in writing and signed by the parties.**
- (ii) The compromise is lawful and not prohibited by any statute.**
- (iii) The parties have voluntarily entered into the compromise, as proved by their depositions (CW.1, CW.2).**
- (iv) The compromise completely adjusts the subject matter of the suit.**

Consequently, the prayer for dismissal of the suit as per the Joint Compromise Memo is accepted.

**17)** As per the joint depositions, the plaintiffs are declared as lawful owners of the plaint B schedule property against the defendants 1 and 2. However, the plaintiffs are not entitled to the relief of permanent injunction. The defendants are not liable for any damages with regard to the occupation of the suit property.

**18)** In these circumstances, the plaintiffs seek refund of court fee since the suit was settled by way of compromise. In this regard, the Hon'ble High Court of Madras in the case reported in **(2014) 6 CTC 252** categorically held as follows:

**Para 5: "We are unable to persuade ourselves to agree with the submission of the learned counsel for the appellant. The legislative intent is quite clear that this provision is applicable to a suit and that too, before any**

**evidence has been recorded on the merits of the claim. It does not apply in appeal. If the legislative intent was otherwise, the issue of refund of court fees in appeal would also have been dealt with under this provision. Not only that, even assuming that the appeal is taken as continuation of suit proceedings, the benefit would be available if no evidence was recorded, on merits, which would be a factual/procedural impossibility. We are, thus, unable to accede to the prayer of the learned counsel for the appellant. This is not also a settlement under ADR Mechanism under Section 89 of the Code of Civil Procedure, 1908, which would have enabled us to grant benefit to the appellant under Section 69-A of the Act. We can only sympathise with the appellant."**

Applying the above principle to the present case, since evidence has already been recorded on merits before the compromise was arrived at, the plaintiffs may not be entitled to refund of court fee under the said provision.

**19) In the result, the following final order is passed under Order XXIII Rule 3 of CPC.**

1) The suit is decreed in terms of the Joint Compromise Memo dated 20.07.2026 filed under Order XXIII Rule 3 of the Code of Civil Procedure, 1908, which shall form part and parcel of this decree.

2) It is hereby declared that the Plaintiffs 1, 2 and the legal representatives of the deceased first plaintiff (Plaintiffs 4 to 6) are the absolute owners of the suit 'B' Schedule Property, as admitted and accepted by the defendants under the Joint Compromise Memo.

3) The Defendants 1 and 2 shall vacate and hand over vacant possession of the suit 'B' Schedule Property to the plaintiffs on

or before 31.10.2026, without causing any damage or alteration to the property.

4) In view of the compromise, the plaintiffs relinquish their claim for damages for the defendants' occupation of the suit property. Accordingly, the relief of damages stands rejected as not pressed.

5) In view of the compromise, the plaintiffs also give up the relief of permanent injunction. Accordingly, the said relief stands dismissed as not pressed.

6) Since evidence on the merits had already been recorded before the compromise was entered into, the plaintiffs are not entitled to refund of the court fee, in view of the law laid down by the Hon'ble High Court of Madras reported in (2014) 6 CTC 252.

7) In the facts and circumstances of the case, there shall be no order as to costs.

Draw the decree accordingly.

Dictated to the steno-typist directly, typed by him in computer, corrected and pronounced by me in Open Court, this the 24<sup>th</sup> day of July 2026.

**III Additional District and Sessions Judge,  
Thiruvallur at Poonamallee.**

**Plaintiffs side Witness:-**

P.W.1 - Mr. Mohammed Salim (1<sup>st</sup> Plaintiff),

P.W.2 - Mr. Shahul Hameed (3<sup>rd</sup> Plaintiff)

**Plaintiffs side Exhibits:-**

|         |                                                                                                                           |
|---------|---------------------------------------------------------------------------------------------------------------------------|
| Ex.A.1  | Online copy of the registered Sale Deed dated 14.12.1984                                                                  |
| Ex.A.2  | Online copy of the registered Settlement Deed dated 31.10.2018                                                            |
| Ex.A.3  | Photocopy of the Property Tax name transfer notice issued by the Greater Chennai Corporation dated 21.09.2020             |
| Ex.A.4  | Photocopy of the Electricity Bill White Card for Connection No. 09-324-011-95 standing in the names of Plaintiffs 1 and 2 |
| Ex.A.5  | Photocopy of the Electricity Bill White Card for Connection No. 09-324-011-96 standing in the names of Plaintiffs 1 and 2 |
| Ex.A.6  | Photocopy of the Electricity Bill payment receipt for Connection No. 09-324-011-95 dated 31.10.2020                       |
| Ex.A.7  | Photocopy of the Electricity Bill payment receipt for Connection No. 09-324-011-96 dated 31.10.2020                       |
| Ex.A.8  | Online copy of the guideline value estimation sheet for the property                                                      |
| Ex.A.9  | Photocopy of the letter sent by Standard Chartered Bank to the 3rd Plaintiff dated 18.03.2020                             |
| Ex.A.10 | Photocopy of the Aadhaar Card of the 1 <sup>st</sup> Plaintiff                                                            |
| Ex.A.11 | Photocopy of the Aadhaar Card of the 2 <sup>nd</sup> Plaintiff                                                            |
| Ex.A.12 | Photocopy of the Aadhaar Card of the 3 <sup>rd</sup> Plaintiff                                                            |
| Ex.A.13 | Photocopy of the plaint in the original suit O.S. No. 172/2021                                                            |
| Ex.A.14 | Photocopy of the Encumbrance Certificate dated 26.07.2021                                                                 |
| Ex.A.15 | Photocopy of the Encumbrance Certificate dated 23.07.2021                                                                 |

**Court side Witnesses:**

C.W.1: Mohammed Abrar (2<sup>nd</sup> Plaintiff)

C.W.2: Mohammed Siddiq (2<sup>nd</sup> Defendant)

**Court side Exhibits : NIL**

**III Additional District and Sessions Judge,  
Thiruvallur at Poonamallee.**