



W.P.No.47634 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

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DATED : 30.06.2026

CORAM

THE HONOURABLE MR.JUSTICE HEMANT CHANDANGOUDAR

W.P.No.47634 of 2025
and
W.M.P.No.53163 of 2025

R.Pratheep Kumar
S/o.(Late) Ramakrishna Pillai

... Petitioner

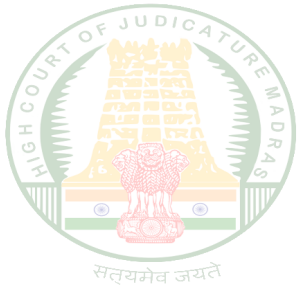
vs.

1. The District Collector of Nilgiris
Udhagamandalam.
2. The Revenue Divisional Officer
Gudalur TK, The Nilgiris.
3. R.Gangadevi
W/o. (Late) Ramakrishna Pillai

... Respondents

Writ Petition filed under Article 226 of the Constitution of India seeking a writ of Certiorarified Mandamus, to call for the entire records pertaining to the impugned order of the 1st respondent dated 16.10.2025 passed in Ni.Mu.C3/1156/2025 confirming the order of the 2nd respondent dated 27.05.2025 in O.Mu.No.Aa2/9893219/2025 and to quash the same.

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For Petitioner : Ms.A.Mary of Magthelen
For Respondents : Mr.M.Sivavarthanan
Government Counsel, for R1 and R2
Mr.T.Arunkumar,
M/s.Amizh Law Firm
for R3

ORDER

The petitioner has filed this writ petition challenging the order dated 16.10.2025 passed by the first respondent, confirming the order dated 27.05.2025 passed by the second respondent. By the order dated 27.05.2025, the second respondent directed the petitioner to vacate the property belonging to the third respondent.

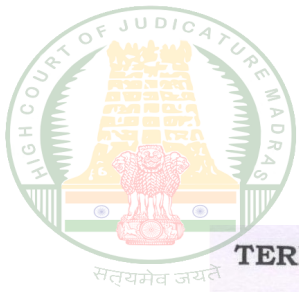
2. The petitioner is the son of the third respondent. Owing to a dispute relating to the subject property, the third respondent invoked the provisions of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007, seeking eviction of the petitioner. The second respondent allowed the request and directed the petitioner to vacate the property. The said order was



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confirmed by the first respondent in appeal. Aggrieved thereby, the petitioner has filed the present writ petition.

3. During the pendency of the writ petition, the matter was referred to the Tamil Nadu Mediation and Conciliation Centre, High Court, to explore the possibility of an amicable settlement. The parties have since resolved their disputes and entered into a settlement agreement before the Mediation Centre. The terms of the settlement are extracted below:



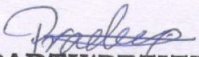
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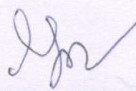
TERMS OF SETTLEMENT

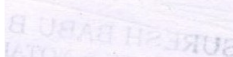
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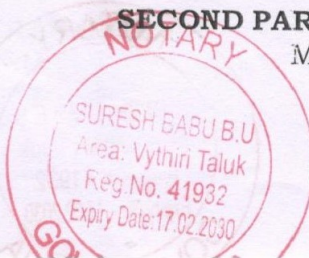
1. The First Party hereby agrees and undertakes to pay a sum of Rs. 10,89,000/- (Rupees Ten Lakhs Eighty-Nine Thousand only) to Mr. Pramoth Kumar.R, S/o (Late) Ramakrishna Pillai, being the balance amount payable towards his share in another family property, which was previously sold by the First Party.

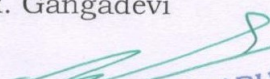
2. The Second Party / 3rd Respondent hereby agrees and undertakes that she, along with her younger son viz. Mr. Pramoth Kumar.R, S/o (Late) Ramakrishna Pillai, and her daughter viz. Mrs. Praveena, W/o Mr. K.S. Kunhiraman and D/o (Late) Ramakrishna Pillai, shall jointly execute and register the Release Deed / Settlement Deed in respect of the subject property situated at 2nd Mile, Vedanvayal, Gudalur Taluk, The Nilgiris District, measuring an extent of 0.20 H.A. (50 cents) of agricultural land in R.S. No.95/1, Patta No.28, along with a house bearing Door No. 12/1030, in favour of the First Party / Petitioner, in accordance with the terms and conditions of this Family Settlement.

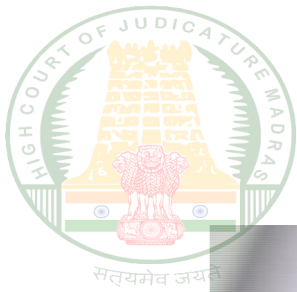

PARTY(PETITIONER)
Mr. R. Pratheep Kumar


SECOND PARTY(3rd RESPONDENT)
Mrs. R. Gangadevi


SURESH BABU B.U
ADVOCATE & NOTARY
Roll No: K/491/2005
Kottamala Building, Kalpetta North P.O.,
Wayanad Dist, Kerala State, India,
9947132577




SURESH BABU B.U
ADVOCATE & NOTARY
Roll No: K/491/2005
Kottamala Building, Kalpetta North P.O.,
Wayanad Dist, Kerala State, India,
9947132577



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3. The First Party shall pay a sum of Rs. 5,00,000/- (Rupees Five Lakhs only) as an advance on 06.04.2026 i.e today to Mr. Pramoth Kumar.R., into his Account No.: 50100262441462, IFSC: HDFC0000057, Bank: HDFC Bank, Thrissur Branch.

4. The balance amount of Rs. 5,89,000/- (Rupees Five Lakhs Eighty-Nine Thousand only) shall be paid at the time of execution and registration of the Release Deed / Settlement Deed.

5. The First Party agrees and undertake to pay a sum of Rs. 2,500/- (Rupees Two Thousand Five Hundred only) per month to the Second Party towards maintenance, on or before the 5th day of every month, commencing from June, 2026.

6. The parties agree that the Writ Petition in W.P. No. 47634 of 2025 shall be disposed of in terms of this Settlement Agreement, and this Agreement shall form part and parcel of the order of the Hon'ble High Court.

7. The parties agree that the Release Deed / Settlement Deed shall be executed and registered on or before 17.04.2026.

8. The First Party shall exclusively bear all costs and expenses relating to the execution and registration of the Release Deed / Settlement Deed. The Second Party and the other executants shall not incur any financial liability whatsoever in this regard.

PARTY(PETITIONER)

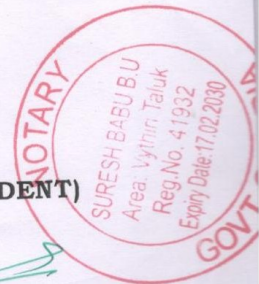
Mr. R. Pratheep Kumar

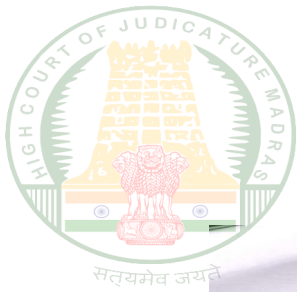
SECOND PARTY(3rd RESPONDENT)

Mrs. R. Gangadevi



SURESH BABU B.U
ADVOCATE & NOTARY
Roll No: K/491/2005
Kottamala Building, Kalpetta North P.O.,
Wayanad Dist, Kerala State, India,
Mob: 9947132577





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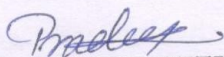
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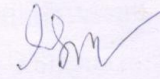
9. By signing this Agreement, the parties declare that all disputes relating to the subject property and the Writ Petition are fully and finally settled. Neither party shall have any further claims, demands, or rights against each other in respect of the said matter.

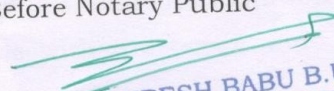
10. This Settlement Agreement shall be binding on the parties hereto and their respective legal heirs, successors, and assigns.

11. It is recorded that the Second Party, being a senior citizen and unable to travel to Chennai, executed this Agreement before a Notary Public within her jurisdiction, and the same shall be treated as valid execution. The Second Party signed this Agreement before the Mediator through video conference on 06.04.2026. The First Party subsequently signed this Agreement before the Mediator on 08.06.2026. Accordingly, this Agreement shall be deemed to have been fully executed on 08.06.2026.

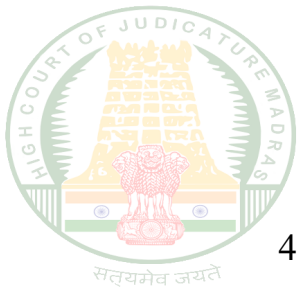
IN WITNESS WHEREOF, the parties hereto have executed this Settlement Agreement on different dates as indicated herein, the last of which shall be deemed the date of execution.


FIRST PARTY(PETITIONER)
Mr. R. Pratheep Kumar


SECOND PARTY(3rd RESPONDENT)
Mrs. R. Gangadevi
Before Notary Public


SURESH BABU B.U
ADVOCATE & NOTARY
Roll No: K/491/2005
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Mob: 9947132577





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4. In view of the amicable settlement arrived at between the parties before the Tamil Nadu Mediation and Conciliation Centre, the impugned order dated 16.10.2025 passed by the first respondent, confirming the order dated 27.05.2025 passed by the second respondent, cannot survive and is liable to be set aside.

5. Accordingly, the writ petition is allowed in terms of the settlement arrived at between the parties. The order dated 16.10.2025 passed by the first respondent and the order dated 27.05.2025 passed by the second respondent are hereby set aside. The settlement agreement shall form part of this order and shall bind the parties.

6. Consequently, the connected miscellaneous petition is closed. There shall be no order as to costs.

30.06.2026

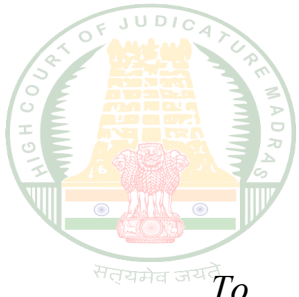
Speaking / Non-speaking order

Neutral Citation : Yes / No

Index : Yes / No

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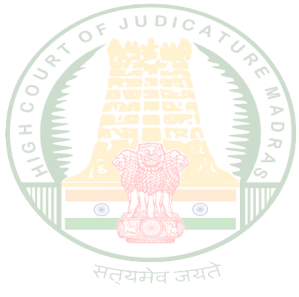
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To
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1. The District Collector of Nilgiris
Udhagamandalam.
2. The Revenue Divisional Officer
Gudalur TK, The Nilgiris.



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HEMANT CHANDANGOUDAR, J.,

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