IN THE COURT OF THE SUB JUDGE, SULTHANBATHERY

Present: Smt.Anit Joseph, Sub Judge

Thursday, the 25th day of June, 2020

4th day of Ashadha, 1942

ORIGINAL SUIT No.24/2009

M.K.Devesa Gowder, Planter, Aged 69 years, S/o. Late M.D. Krishnagowder, Residing at Koralambam, Purakkadi amsom desom, Sulthanbathery Taluk.	Plaintiff

Vs.

1. Sreemathi Avva, W/o. V.N. Padmanabha Gowder, Age about 72 years, Planter, Residing at Haridas Estate, Meenangadi P.O., Purakkadi amsom desom, Sulthanbatery Taluk. 2. V.P. Valsala, Age about 48 years, W/o. Rishabendran, Residing at Arimula, Kariambadi P.O., Poothadi amsom desom, Sulthanbathery Taluk. 3. V.P. Vanaja, Age about 45 years, W/o. Abhichandran, Residing at Thazhe Karani, Karani P.O., Kaniyambetta amsom desom, Vythiri Taluk. 4. V.P. Usha, Age about 42 years, W/o. Mani, Residing at Chandri Nivas Thazhe Karani, Kaniyambetta amsom desom, Vythiri Taluk. 5. V.P. Sujatha, Age about 36 years, W/o. O.R. Rajendran, Residing at Haridas Estate, Meenangadi P.O., Purakkadi amsom desom, Sulthanbathery Taluk.	Defendants

6. M.K. Padmanabha Gowder (died)
S/o. Late M.D. Krishna Gowder,
Aged about 72 years, Residing at Moolavayal House,
Panamaram amsom desom,
Mananthavady Taluk.

7. M.K. Gopala Gowder,
S/o. Late M.D. Krishna Gowder,
Aged 67 years, Residing at Gopal Estate,
Meenangadi P.O., Purakkadi amsom desom,
Sulthanbathery Taluk.

8. M.K. Sarojini, W/o. Dharaneendran,
Aged 63 years, Residing at Thondupali House,
Muttil amsom desom, Vythiri Taluk.

9. M.K. Kamalam, Aged 61 years,
W/o. K.L. Thiruppathi Gowder,
Residing at Kottakkunnu House,
Meenangadi P.O., Sulthanbathery Taluk.

10. M.K. Anandanathan Doctor,
Age about 59 years, S/o. Late M.D. Krishna Gowder,
Residing at S.Bathery Town, Near SBT
Sulthanbathery amsom desom,
Sulthanbathery Taluk.

11. M.K. Janaki, Age about 56 years,
W/o. Dharmapalan, Residing at Palukunnu House,
Anchukunnu P.O., Anchukunnu amsom desom,
Mananthavady Taluk.

12. M.K. Sreenivasan, Aged 49 years,
S/o.Late M.D. Krishna Gowder,
Residing at Koralambam House, Kakkavayal P.O.,
Purakkadi amsom desom,
Sulthanbathery Taluk.

13. Goury Avva, Aged 75 years,
D/o.Late M.D. Krishna Gowder,
Residing at Kanaka Mandiram,
Varadoor P.O., Poothadi amsom desom,
Sulthanbathery Taluk.

Defendants

<u>Supplemental Defendants</u>

14. Marudevi Avva, W/o. Late Padmanabhan Gowder, Devi Nilayam, Moolavayal, Panamaram P.O., Mananthavady Taluk.
15. Sreeranganathan, S/o. Late Padmanabhan Gowder, Sreenilayam Veedu, Moolavayal, Panamaram P.O.
16. M.P. Sakunthala, Chaithanya Veedu, Karikutty, Kamblakkad, Kaniyambetta.
17. M.P. Ashok Kumar, Devi Nilayam Veedu, Moolavayal, Panamaram P.O.
18. Shobhana, D/o.Late Padmanabhan Gowder, Valayamvally Veedu, Kaniyambetta P.O., Pachilakkad.
19. Padmaja, D/o. Padmanabhan Gowder, Theerthalayam Veedu, Karani P.O.
20. Vandana M.V., Sreenilayam Veedu, Moolavayal, Panamaram P.O.
21. Krishna Sudeepan, S/o. M.K. Sreenivasan, Koralambam House, Kakkavayal, Purakkad amsom desom.
22. Krishnakanth, S/o. M.K. Anandanathan Doctor, Residing at S.Bathery Town, Near SBT, Sulthanbathery amsom desom.

(Supplemental defendants No.14 to 20 impleaded and amended as per order in IA.191/2018 and IA.192/2018 dated 07.06.2018 and defendants No.21 and 22 impleaded and amended as per order in IA.1043/19 and IA.1044/2019 dated 08.01.2020).

$\Bigg\}$ Defendants

This Original Suit is coming on 3rd day of June, 2020 for final hearing before me in the presence of Sri.P.C. Gopinath, Advocate for the Plaintiff and Defendants No. 1 to 5, 7 and 13 set exparte. Sri.N.K. Vinod, Advocate for D6, D8, D11.

Sri. E.N. Gogapalakrishnan, Advocate for D9. Sri.Jayapramod, Advocate for D10, D7. Sri. C.U. Poulose, Advocate for D14 to D20. Sri. P.Rajmohan, Advocate for D12 and D22 and Sri. P.Anupaman, Advocate for D21 and having stood over for consideration to this day the court delivered the following:

JUDGMENT

This is a suit for partition.

2. ***The averments in the plaint in brief are as follows*** **:-** That, plaintiff and defendants hail from Hindu Vyshnava community, popularly known as Gowdas are following Mithakshara Law. Plaintiff and defendant No.6 to 12 are the children born to Lakshmi Awwa in her wedlock with M.D. Krishna Gowder. Defendant No.1 to 5 are the widow and children of Lakshmi Awwa's son, V.N. Padmanabha Gowder born in her 1st marriage with Nagappa Gowder. Defendant No.13 is the daughter born to plaintiff's father Krishna Gowder in his 1st marriage with Vella Awwa. Plaint 'B' schedule properties are the properties covered by registered partition deed No.340/1958 of SRO Vythiri entered into between Lakhsmi Awwa, 6th defendant, 7th defendant, 10th defendant and others. Plaint 'B' schedule properties are the properties set apart to the share of Lakshmi Awwa as 'A' schedule in the above partition deed. Lakshmi Awwa died on 18.11.2006 and

Krishna Gowder died on 23.03.1989. After the death of Lakshmi Awwa, plaintiff and defendants have become the co-owners of plaint 'B' schedule property. Thus, they are in joint possession and enjoyment of said property. But recently, defendants No.10 and 12, who were managing the property for years failed to manure the improvements and to look after the property well and thereby caused loss to the co-owners. In the context, though plaintiff demanded partition of the properties with defendant especially defendant No.10 and 12 they evaded the same by saying one or another reason.

3. By an amendment dated 21.11.2013, plaintiff added the following additional averments. Till their death, Lakshmi Awwa and Krishna Gowder alone were having right over plaint 'B' schedule properties. At the time of her death, Lakshmi Awwa was 95 years old. Few years before death itself Lakshmi Awwa was suffering from various physical and mental ailments like loss of memory, poor hearing capacity etc. During those period she was unable to decide things independently and therefore incapable to execute documents or give instruction to execute documents. She was totally unable to know the consequences of the decision taken by her. It was defendant No.10 and 12, who were assisting Lakshmi Awwa to improve and manage plaint 'B' schedule properties. Taking chance of said situation, those defendants and their henchmen fabricated the settlement deed and Will by playing fraud and impersonation and also by putting fake signature. Therefore, said documents are liable to be declared null and void.

4. ***The following averments are additionally incorporated by way of a 2nd amendment:*** Plaintiff's father Krishna Gowder had acquired some property at Meenangadi Town in the name of Lakshmi Awwa and she had later obtained purchase certificate in respect of said property from Land Tribunal, Kalpetta. Such property acquired by Lakshmi Awwa is shown as plaint 'B' schedule item No.7. That apart, Krishna Gowder purchased a house in the name of Lakshmi Awwa in Mysore city and said house site bearing No.22 is plaint 'B' schedule item No.8. The timber trees in a property acquired by plaintiff's father Krishna Gowder under registered document No.345/1958 measuring 7.60 acres situate at Koralambath were cut and sold in the year 1990. By utilizing the sale proceeds received in the transaction, 4 acres of land was purchased in the name of Lakshmi Awwa at Gundlupet in Honkally Village of Chamaraj Nagar District, Karnataka State. Said property of Lakshmi Awwa is shown as item No.9 in plaint 'B' schedule.

5. Plaintiff's father's property acquired under registered assignment deed No.345/1958 of SRO Mananthavady are shown as plaint 'D' schedule item No.1 and 2. Plaintiff found that it is no longer convenient to enjoy the plaint schedule properties in co-ownership. Plaintiff is entitled to 1/14 shares in the plaint schedule properties. Hence the suit.

6. On receiving summons defendant No.1, 5, 6, 8, 9, 10, 11 and 12 entered appearance and filed vakalath. Except defendants No.1 and 5, others filed written statement as well. Though summons were served to defendant No.2 to 4, 7, and 13, they failed to appear before the court. Thus they were set exparte in the suit. Defendant No.14 to 20 are the legal heirs of defendant No.6, who died pending suit. When they failed to appear before the court after receiving summons, they were also set exparte in the suit. Defendant No.21 and 22 were impleaded as per order dated 08.01.2020 in IA 1043/2019. On receiving summons defendant No.21 entered appearance through a counsel and filed vakalath and statement. Defendant No.22 appeared in person and filed written statement.

7. ***Defendants No.10 and 12 strongly resisted the suit by denying the claim of partition made by plaintiff. The contentions in the written statement filed by defendant No.10 in brief are as follows :-*** The relationship between the parties explained with the help of genealogy shown under 'A' schedule is correct and admitted. Title of 'B' schedule properties set up with Lakshmi Awwa on the basis of registered partition deed No.340/1958 is also admitted. But, other details regarding inheritance and transactions shown in the plaint are false. Out of her entire property acquired under partition deed No.340/1958, Lakshmi Awwa had transferred certain sections in favour of plaintiff and other defendants by executing separate assignment deeds. The balance retained by

Lakshmi Awwa was in her possession and enjoyment till her death. In respect of said property Lakshmi Awwa had voluntarily executed a registered Will as Will No.12/2001 of SRO, Vythiri. Lakshmi Awwa died on 18.11.2006. On the death of Lakshmi Awwa, the Will was came into effect and as per bequeath this defendant, 12th defendant, this defendant's son Krishnakanth and 12th defendant's son Sudeep acquired right over the properties of Lakshmi Awwa and ever since the death of Lakshmi Awwa they are enjoying the properties as absolute owners. Plaintiff and other defendants are aware of the Will executed by Lakshmi Awwa. On verifying the written statement filed by defendant No.12, a contention is seen raised that Lakshmi Awwa had executed a gift deed in favour of him on 25.01.2006 and a Will on 27.01.2006. Such contention of defendant No.12 are false. Lakshmi Awwa never executed such documents voluntarily after knowing its contents. If there are such documents, it must be falsely created by defendant No.12 and the witnesses therein. Since 2004, Lakshmi Awwa suffering from senility and other diseases was weak and her memory power and other cognitive faculties were impaired. She was unable to manage her personal affairs without assistance. On verifying the documents allegedly executed in 2006, it could be learned that the witnesses in the said document were the witnesses in the Will executed in 2001. Since 2003, those witnesses were on inimical terms with this defendant. At the same time, still they remains close to defendant No.12 and depending him. Lakshmi Awwa had no reason to execute a Will and gift deed in 2006 after revoking the Will executed in the year 2001. The claim of co-ownership made by plaintiff is false. 'B' schedule properties are in the possession of this defendant and defendant No.12. Plaintiff is not entitled to the relief prayed for.

8. ***Defendant No.10 filed additional written statement on the following lines :-*** The allegations in the amended plaint are incorrect. It is false to say that item No.7 is 4 acres of property purchased by Lakshmi Awwa at Gundlupet in Chamarajanagar District after selling the timber in the property at Kuppathode and Koralambam. Further averment that Krishna Gowder purchased a house and 40 x30 plot in the name of Lakshmi Awwa is also false. Item No.7 to 9 of plaint 'B' schedule property is not partiable. Defendant, who was a practicing doctor in government service had purchased item No.8 in 'B' schedule as per document No.526/1987-88 of SRO, Mysore from out of his own fund during 1987. Said property is the exclusive property of this defendant. Similarly, this defendant out of his own funds purchased item No.9 in the name of mother Lakshmi Awwa. Later, during her life time she had executed a Will in respect of said property on 15.05.2004 and bequeathed the property in favour of this defendant. After the demise of Lakshmi Awwa the Will came into effect and item No.9 of plaint 'B' schedule property devolved exclusively on this defendant. Later, defendant had sold said property to one Mr.Hameed Haji during 2009. Item No.7 in 'B' schedule is the property settled in favour defendant No.22 as per Lakshmi Awwa's Will dated 27.01.2006. Therefore,

above properties are not liable to be partitioned. The properties set out in 'D' schedule of the plaint are also not partible.

9. ***Defendant No.12 filed written statement and two additional written statement. His contentions in all the three statements in a nutshell are as follows : –*** Relationship between the parties and derivation of title described in the plaint is admitted by defendant No.12 also. But, plaint 'B' schedule properties are not partible. Item No.5 and 6 in 'B' schedule were originally in the possession of tenants and now they are out of the control and management of the family. Lakshmi Awwa had transferred some properties in favour of plaintiff as per registered deed No.2501/1997 of SRO Pulpally. She had given some property to defendant No.6, 7, 8, 9, 11 and 13. Defendant No.10 derived properties from Lakshmi Awwa under two different settlement deeds executed in 1996. Lakshmi Awwa had given properties to this defendant by registered instrument No.3257/1996 and 185/2006. All such assignments made by Lakshmi Awwa are known to the parties to the suit. Suppressing all such material facts the suit has been instituted. The sections retained by Lakshmi Awwa after the alienation referred to above are shown as 'B' schedule item No.1 and 2. 'B' schedule item No.3 is the property gifted by Lakshmi Awwa to her son Padmanabha Gowder (born in her wedlock with 1st husband). In respect of Plaint 'B' schedule item No.1 and 2, Lakshmi Awwa had executed a Will in

the year 2001 in favour of this defendant and defendant No.10. Later, some section of the property covered by Will has been gifted to this defendant by executing registered deed No.185/2006 of SRO Pulppally. Ever since the settlement deed, this defendant is in possession and enjoyment of the property mentioned therein. Subsequently Lakshmi Awwa had revoked her 1st Will created in the year 2001 and executed registered will bearing No.8/2006 of SRO Pulpally in respect of the sections retained by them. At the time of execution of said Will and gift deed in favour of this defendant, Lakshmi Awwa was in a sound disposing state of mind and contrary allegations made by the plaintiff is false. She had the capacity to execute documents and decide the disposition of his property. After the death of Lakshmi Awwa, her last Will executed in the year 2006 has came into effect and the properties described in the schedule attached to the statement are in the possession of this defendant. Some properties described in 'B' schedule have already been bequeathed in favour of this defendant's Son Krishna Sudeepan by the Will. Defendant No.10 and his son Krishnakanth also derived property under said Will. 10 cents described under 'E' schedule is reserved as family graveyard. Plaintiff is not entitled to the partition prayed for.

10. ***Additional written statement :-*** Portion of item No.7 in plaint schedule property belongs to and owned by this defendant's son Mr.Krishna Sudeepan and

the remaining portion belongs to 10th defendant's son Krishnakanth. Hence said item is not liable to be partitioned. This defendant is unaware of item No.8 and 9 in plaint 'B' schedule. Therefore plaintiff has to prove that such items are available for partition. Two items described in 'D' schedule are also not available partition since those two items together having 7.60 acres had already been partitioned between appropriate shares in the year 1991. The plaintiff, who is also a party to said partition deed is well aware of said fact.

11. Defendant No.6, 8 and 11 jointly filed a written statement. The contentions in their statement were more or less similar to that of defendant No.10 and 12. Hence they do not deserve special narration.

12. After completing trial, defendant No.7, who was initially set exparte in the suit had filed an application to set aside the exparte order against him. Though the petition was highly belated, since the suit was one for partition, the application filed by defendant No.7 was liberally allowed. Defendant No.7 later filed a written statement admitting the plaint claim. Defendant No.9, though filed Vakalath immediately after receiving summons, not filed any written statement till 2018. On 10.08.2018 defendant No.9 filed a written statement admitting the plaint claim. Similarly, defendant No.14 to

20, who are the legal heirs of defendant No.6 also filed a written statement admitting the plaint claim on 14.02.2020, i.e. after completing trial. Their contentions were contrary to the contentions of their predecessor, who is defendant No.6. Defendants No.21 and 22, additionally impleaded in 2019 also filed statement contending that plaint 'B' schedule item No.7 are the exclusive property derived to them under registered Will No.08/2006 of SRO Pulpally.

13. The issues have been re-casted and now the issues for consideration are :

1. Whether the plaint schedule properties are liable to be partitioned ? If no, whether any of the item is liable to be partitioned ?

2. Whether settlement deed No.185/2006 and Will No.08/2006 of SRO Pulpally true and genuine documents executed by Lakshmi Awwa after revoking her 1st Will ?

3. Is Will dated 15.05.2004, relied on by defendant No.10, a true and genuine Will executed by Lakshmi Awwa in respect of plaint 'B' schedule item No.9 ?

4. In the event of partition, what are the shares to be allotted to the parties ?

5. What is the order as to equity and reservation ?

6. Reliefs and cost ?

14. PW1 was examined and Ext.A1 was marked from the side of plaintiff. DW1 to DW3 were examined and Exts.B1 to B-112 were marked from the side of defendants. Though learned counsel for plaintiff opposed marked of Exts.B109 and 110 alleging that proper custody of those documents is not explained, the clear cut admission made by PW1 is found sufficient to hold those documents admissible in evidence.

15. Both sides have been heard.

16. ***<u>Issue No.1 to 3 :-</u>*** Considering the interconnected nature of pleadings these issues are discussed together. The suit is one for partition of the immovable properties held by Krishna Gowder and Lakshmi Awwa, who are the father and mother of plaintiff and defendants No.6 to 12. Defendants No.1 to 5 are the legal heirs of Lakshmi Awwa's son Padmanabha Gowder born in her 1st marriage with Nagappa Gowder. Defendant No.13 is the daughter born to Krishna Gowder in his 1st marriage with Vella Awwa. Defendants No.14 to 20 are the legal heirs of defendant No.6, who died pending suit. Defendant No.21 and 22 are son of defendant No.10 & 12 respectively. They were impleaded on 08.01.2020 as per IA 1043/2019.

17. Nobody disputed the genealogy described under 'A' schedule. But defendants No.6, 8, 11 and 12, made clear that item No.5 and 6 described in 'B' schedule are not available for partition as the family lost control over said property, which were in the possession of tenants. Though 9 items of properties described in 'B' schedule are shown as the properties of Lakshmi Awwa, plaintiff has not produced corresponding documents to prove the title of Lakshmi Awwa over said items. Only document marked as Ext.A1 from the side of plaintiff is the certified copy of partition deed No.340/1958 of SRO, Vythiri.

18. According to plaintiff, the properties described in 'B' schedule are the properties set apart to the share of Lakshmi Awwa in Ext.A1 partition deed as 'A' schedule. On perusing Ext.A1 partition deed, it could be learned that 12 items of properties were set apart to the share of Lakshmi Awwa under 'A' schedule of said partition deed. In Ext.A1 itself item No.5 to 12 are shown in the possession of tenants. As per plaint schedule description also item No.5 and 6 are in the possession of tenants. There is no specific pleading to the effect that item No.7 is also an item derived under Ext.A1 partition deed. Item No.8 and 9 are the properties admittedly situate in Karnataka State. Though it is evasively pleaded that plaint 'B' schedule properties are the properties acquired by Lakshmi Awwa under Ext.A1, on verifying the document and the plaint

schedule description, it could be easily understood that item No.7, 8 and 9 are not the properties covered by Ext.A1. In fact, plaintiff failed to identify the properties in respect of which Lakshmi Awwa died intestate.

19. Few defendants, particularly defendants No.10 and 12 have set up exclusive right over certain items of properties based on some settlement deeds and Wills. That apart, when plaintiff claimed partition of 9 items described in 'B' schedule, defendants contended that sections of those items had already been transferred by Lakshmi Awwa during her lifetime to different persons including plaintiff. Defendant No.12 had described the particulars of alienations made by Lakshmi Awwa in detail in his written statement. He has specifically stated that plaintiff had derived property from Lakshmi Awwa by virtue of settlement deed No.2501/1997. During cross examination when such a suggestion was made to PW1, he admitted it. But, he pretended ignorance regarding other alienations allegedly made by Lakshmi Awwa in favour of his sisters.

20. From the admissions made by PW1 himself, it is clear that the entire property described in 'B' schedule is not available for partition. What can be gathered from the evidence was that though Lakshmi Awwa had derived plaint schedule item No.1 to 6 and some other properties under Ext.A1, at the time of her death item No.1 to 6 described in the schedule as such were not in her ownership and possession. Plaintiff

failed to identify the property held by Lakshmi Awwa at the time of her death after excluding the alienations made by her. Likewise, plaintiff failed to produce documents to establish that plaint 'B' schedule item No.7 to 9 are the properties acquired by Lakshmi Awwa under valid title deeds. Plaintiff has no excuse for giving such vague description of the properties.

21. Though pleadings and evidence let in by plaintiff was vague and insufficient to identify the properties left behind by Lakshmi Awwa, from the pleadings of defendants No.10, 12, and other defendants like defendant No.6, 8 and 11, it could be learned that some portions of different items described in 'B' schedule was in the possession of Lakshmi Awwa at the time of her death. According to defendant No.12, in respect of such property retained by Lakshmi Awwa, she had executed a Will and settlement deed in the year 2006. Exts.B4 to B19 are certified copies of documents individually and jointly executed by Lakshmi Awwa in favour of her different children. Plaintiff has no case that those registered assignment deeds are not valid nor came into effect. I do not find any reason to disregard Ext.B4 to B19 registered assignment deeds executed by Lakshmi Awwa. When there are registered instruments to establish valid alienation of sections of 'B' schedule property by Lakshmi Awwa, there is no scope to proceed with the presumption that plaint 'B' schedule properties as such is available for

partition.

22. As repeatedly observed earlier, plaintiff failed to identify the exact properties held by Lakshmi Awwa at the time of her death after excluding the alienations made by her. The suit could be found to be an experiment suit filed without doing necessary homework. In the circumstances, this court is not in a position to identify or sort out the items actually available for partition. In fact, plaintiff filed the suit without ascertaining the actual status of the property held by Lakshmi Awwa. Almost all the defendants, who derived property from Lakshmi Awwa opposed the claim for partition made by plaintiff. They all highlighted the individual conveyances in favour of them. They have succeeded to establish that plaintiff also derived a section of 'B' schedule property under a valid settlement deed, which is marked as Ext.B19.

23. After seeing the written statement filed by defendants No.10 and 12, plaintiff concentrated to assail the settlement deed and Wills relied on by them. Defendant No.10 and 12, who projected Ext.B1 to B3 had explicitly admitted that those documents are in respect of some portion of 'B' schedule item No.1 to 4. In the given situation, plaintiff changed the tune of his claim and contended that Exts.B1 to B3 are false documents executed by defendants No.10 and 12 by influencing Lakshmi Awwa, who was

sick and senile and thereby incompetent to execute a document. According to plaintiff, Exts.B1 and B3 Will, and Ext.B2 settlement deed are not genuine documents executed by Lakshmi Awwa. By raising such a contention plaintiff had impliedly limited his claim for partition in respect of the properties covered by those documents alone. In the given circumstances, separate issue has been raised as to whether there is such Wills and settlement deed executed by Lakshmi Awwa.

24. Plaintiff raised the allegations of fraud, impersonation and fabrication of document by putting fake signature. However, when defendants No.10 and 12 have come up with exclusive ownership right over a section of property on the basis of those documents, the burden is upon them to prove said documents convincingly before the court. An interesting aspect that deserves attention is that defendant No.10, though initially assailed Ext.B2 Settlement deed and Ext.B3 Will relied on by defendant No.12, when plaintiff included item No.7, 8 and 9 in 'B' schedule and 'D' schedule properties as additional items for partition by an amendment, defendant No.10 changed his original stand and admitted Exts.B2 and B3 relied on by defendant No.12. It is not clear as to what made him to change the original stand. What could be found material at that stage was that defendant No.10 claimed exclusive right over 'B' schedule item No.8 and 9 additionally incorporated by plaintiff and concentrated to establish his right over those

items. Subjective analysis of such claim made by defendant No.10 shall be made later.

25. Here what is to be ascertained is whether Ext.B2 settlement deed and B3 Will heavily relied on by defendant No.12 is a true and genuine document executed by Lakshmi Awwa. According to defendant No.12, in the year 2006, Lakshmi Awwa executed Ext.B2 settlement deed and B3 Will after revoking her 1st Will dated 12.09.2001. As discernible from the pleadings, plaintiff has not stated anything regarding those documents and other registered assignment deeds executed by Lakshmi Awwa in his plaint. Though he assailed Exts.B2 and B3 raising the allegations of fraud and impersonation, he had not stated anything regarding Ext.B1 Will in his amended plaint as well. We had earlier found that defendant No.10 was initially claiming under Ext.B1 Will after assailing Exts.B2 and B3. However, contesting defendants have not adduced evidence to prove Ext.B1 Will. Still, in the absence of serious dispute from any corner, Ext.B1 can be found to be a true and genuine Will executed by Lakshmi Awwa.

26. As initially observed, when the dispute is turned to be one regarding the properties covered by Ext.B2 settlement deed and Ext.B3 Will, what is to be ascertained is due execution of those documents by Lakshmi Awwa. It is settled that Exts.B2 and B3 being a settlement deed and Will are the documents to be attested

compulsorily. It has to be proved as provided under section 68 of Indian Evidence Act. In section 68 of the evidence Act, if a document is required by law to be attested, it shall not be used as evidence until one attesting witness at least has been called for the purpose of proving its execution, if there be an attesting witness alive, and subject to the process of the court and capable of giving evidence.

27. In order to prove the execution of Ext.B2 settlement deed and Ext.B3 Will DW2 have been examined before the court from the side of defence. DW2 identified Exts.B2 and B3 as the documents attested by him. According to him, in both those documents Lakshmi Awwa had put her signature in front of him and she had rightly witnessed him and another witness putting signature in those documents. By the above words, DW2 declared the reciprocal witnessing of signature subscription by testatrix and attesting witness, which is an essential element to prove the execution of a Will and gift deed, which are two documents to be attested compulsorily.

28. Though DW2 was strenuously cross examined by defence counsel he, who claimed to be a close associate of all the family members since 1970 as the official accountant/tax consultant of the family had surpassed the test of cross examination by giving rational answers. 1st aspect brought out before the court was that DW2 is a witness to Ext.B20(a) partition deed claimed by defendants. Though plaintiff pretended

ignorance, Ext.B20(a) could be found to be a partition deed entered into between the family members in the year 1991 with respect to the property of Krishna Gowder.

29. In the cross examination, DW2 admitted that since 1984, he had been working as the Manager of PBM Hospital Meenangadi. He further admitted that still he is working as the Manager of the estate held by the Hospital owner. Plaintiff's counsel took admission from DW2 that Lakshmi Awwa was a regular patient of PBM Hospital. When treatment records of Lakshmi Awwa was called from PBM Hospital, the hospital authorities reported that they lost all the documents and therefore they are not in a position to produce them before the court. According to plaintiff, hospital authorities had given such a report on the basis of the influence made by DW2. In order to substantiate such contention, learned counsel for plaintiff put lot of questions to DW2 regarding his connection with the hospital authorities and took admission that he is very close to Dr.Moheenudhin, who is the owner of said hospital.

30. In the background of given evidence, though DW2 could be understood to be a close associate and well wisher of all the family members, his evidence regarding the execution of Exts.B2 and B3 is to be strictly verified. It has come out in evidence that DW2 is an attesting witness to Ext.B1 Will as well. In the cross examination, DW2 said that at the time of execution of Ext.B3, apart from him, defendant

No.12, his Supervisor Pillai and Prakash Babu were there along with Lakshmi Awwa. He would say that at the time when he reached the house Lakshmi Awwa, Supervisor Pillai and defendant No.12 were there and after a short while Prakash Babu came with the document and gave it to Lakshmi Awwa to read. According to DW2, after reading a portion, Lakshmi Awwa asked Prakash Babu to read the document and thereafter subscribed her signature in the document after understanding its contents.

31. The 2nd attesting witness in Ext.B3 is Prakash Babu. As per the version of DW2, though Lakshmi Awwa had been waiting for Prakashan, after putting her signature in the document, Lakshmi Awwa herself directed Prakash Babu to attest the document and thus he had signed the document as 2nd witness. When it was asked as to whether the execution formalities of Ext.B2 were also similar as narrated above, DW2 said that Ext.B2 had been prepared two days before and at that time also himself and Prakash Babu were present to sign the document. Material aspect deposed by DW2 was that he doesn't know as to who had given instruction to prepare Exts.B2 and B3.

32. Learned counsel for plaintiff would contend that Exts.B2 and B3 are false documents prepared without the knowledge and consent of Lakshmi Awwa. According to him, Lakshmi Awwa never put signature in Exts.B2 and B3 as claimed by DW1 and DW2. He had pointed out the dissimilar signature marks of Lakshmi Awwa

seen on Exts.B1, B2 and B3 before the court to substantiate such contention. On going through above three documents, the signature mark of Lakshmi Awwa could seen different from each other. But, after having a look at Ext.B20(a), a partition deed containing the admitted signature of Lakshmi Awwa, I felt that no importance can be given to the difference between the signatures of Lakshmi Awwa pointed out by plaintiff. On comparison of Exts.B20(a), B1 B2 and B3, the signature mark of Lakshmi Awwa in each document could be found different from one another.

33. Plaintiff has a case that Lakshmi Awwa was an illiterate lady and she didn't know to write either malayalm, the language used at her place of residence or kannada, her mother tongue. But, defendant No.12 contended that Lakshmi Awwa had acquired elementary education from 'Ezhuthu Asaan' and she was able to write malayalam. However, the signature marks of Lakshmi Awwa seen on the documents produced before the court could not be found to be a standard signature put by a qualified person. As observed earlier, significant difference could be observed between the signatures put by Lakshmi Awwa in different document. However, that alone is not a reason to believe the case of plaintiff that Ext.B2 and B3 are not true and genuine documents executed by Lakshmi Awwa. Here we cannot forget the fact that Lakshmi Awwa had signed and executed many documents and Ext.A1 produced by plaintiff

executed in 1958 is one among them.

34. It is important to note that the registration formalities of Ext.B2 and B3 have been completed from the house of Lakshmi Awwa. According to learned counsel for plaintiff the house registration resorted to by the parties alone is sufficient to believe that at the time of execution of Ext.B2 and B3 Lakshmi Awwa was bedridden and therefore unable to move around. If registration from house is resorted to, ordinarily it can be believed that the testatrix was not in a position to travel till the registrar's office. But, it would not itself indicate that the cognitive faculties of the testatrix were impaired and she was mentally unfit to execute a document. Physical weakness of the executant may necessitate a house registration. But, that doesn't mean that the testatrix was unable to take independent decisions and thereby incompetent to execute the document.

35. When plaintiff stick on the contention that Lakshmi Awwa was sick and laid up during January 2006 and preceding years, defendant No.12 produced Ext.B109 note book described to be the minutes book of Sree Vyshnava Samajam, Arimula Unit and pointed out the entry therein dated 04.12.2005 to establish that on that day Smt.Lakshmi Awwa had participated in the meeting in a hail and healthy condition and handed over of

₹1,050/- (Rupees one thousand and fifty only) as the 1st installment for the industrial venture decided to be started by the unit to its president. Along with Ext.B109 minutes book, defendant No.12 had produced a photograph of the alleged transaction. The same identified by PW1 was marked as Ext.B110. When Ext.B109 and 110 were put to PW1, he admitted that he was also a member of Vyshnava Samajam Arimula Unit and he had participated in the meeting held on 04.12.2005. PW1 had identified his signature in the minutes seen as item No.32. After perusing Ext.B110 photograph, PW1 categorically admitted that it is the picture taken on 04.12.2005 when his mother made contribution for starting the industry intended to be launched by the unit. In Ext.B110 photograph, though Lakshmi Awwa appears to be aged and seen tendering amount as per the direction of a helper, she could not be found to be incapable to understand things around her. Her graceful appearance in the photograph alone is sufficient to presume that on 04.12.2005, she was in a sound state of mind and had shown enthusiasm to participate in the function arranged by the members of her community.

36. As discernible from the records, the disputed settlement deed and Will marked as Ext.B2 and B3 were executed on 25.01.2006 and 27.01.2006 respectively and both the documents were registered on 27.01.2006. as rightly argued by learned counsel for defendant No.12 Lakshmi Awwa, who appeared to be in a sound state of mind on 04.12.2005 cannot be found to be unfit to execute Exts.B2 and B3 on 25.01.2006 and

27.01.2006 in the absence of contrary evidence. There is no evidence before the court to show that during May 2005 to January 2006, Smt.Lakshmi Awwa was in a weak physical condition and sought treatment as impatient for various diseases.

37. The entire transaction deposed by DW2 would reveal that the defendant No.12 played important role behind the execution of Ext.B2 settlement deed Ext.B3 Will. It is a reason to doubt secret execution of the Will. But, it is not a reason to hold that Exts.B2 and B3 are not the documents executed by Smt.Lakshmi Awwa and they are the documents fabricated by defendant No.12 and his henchmen. It is true that as per the Will, the assets of Smt.Lakshmi Amma had been bequeathed in favour of defendants No.10, 12, and their sons alone. Above circumstances may excite suspicion in the mind of the court.

38. Here, we cannot lost sight to see that plaintiff had derived some property under Ext.A1 along with Lakshmi Awwa and defendants No.6 to 9. In the cross examination plaintiff admitted that he had derived 24 acres of land as share from his father and mother and major portion of said property is at Kakkavayal on the side of NH. By taking such an admission defendants have succeeded to establish that plaintiff had derived considerable share from his parents and the instant suit is only an experimental suit filed without disclosing the true affairs related to the family property. From the materials on

record, it could be learned that the family especially mother Lakshmi Awwa had acquired vast extent of properties and later settled them in favour of her children. Exts.B4 to B19 settlement deeds would establish said fact beyond any doubt.

39. The plaintiff, who derived benefit under one such settlement deed had rightly accepted the same. That apart, he had not challenged the other settlement deeds executed by mother in favour of his sisters. What can be gathered from the given situation was that mother had exercised her discretion and settled properties in favour of her different children according to her wish and will.

40. When the suspicious circumstances highlighted by plaintiff were individually considered, none of them could be found to be significant to hold that the Will is forged. It is already observed that defendant No.12 played key role in executing the Will. Secret execution of the Will excluding plaintiff and others also could be inferred from the situation described before the court. But, there is absolutely no evidence to infer fabrication of the Will in the absence of Smt.Lakshmi Awwa. From the entire evidence what could be assumed is that when the health of Smt.Lakshmi Awwa was shrinking, she had consented to execute Ext.B2 settlement deed and Ext.B3 Will with defendant No.12 and accordingly, he had made arrangements to execute the documents. In the given situation, it cannot be believed that Smt.Lakshmi Awwa had not wished the disposition

brought in effect as per Exts.B2 and B3.

41. At any rate, the situation envisaged above would not indicate involuntary execution of settlement deed and Will by Smt.Lakshmi Awwa. It is true that defendant No.12, the propounder of the Will bagged major share of assets. But, there is no case for the plaintiff that the Will was the outcome of undue influence exerted by said defendant. In the absence of such specific pleadings the limited enquiry that is to be made is whether the Will is forged. When such a question is paused for answer, based on the evidence on record, it can be held that Ext.B2 and B3 are not forged.

42. There can be no straight jacket formula to decide the genuineness of a Will. In ***Ajay P Asher v. Kirit P Asher & Another reported in 2011(3) KLJ 631***, it is held that " *In examining whether there are suspicious circumstances and also the evidence required from the propounder to dispel any doubt over the genuineness of the Will, it cannot be determined under a straight jacket formula or by yardsticks uniformly applicable, but only with reference to the totality of circumstances surrounding the making of the Will and also the testamentary capacity of the maker. What is required to be established by the propounder to dispel circumstances which are indicative of arousing*

suspicion, is only satisfaction of the conscience of the court for removal of such suspicion, which reasonable man may entertain in the facts and circumstances of the case". I have no hesitation to accept that proposition as gospel truth.

43. As far as a testamentary disposition is concerned, the most important aspect to be proved is that the Will in question is voluntarily executed by the testator, when she or he was in a sound state of disposition of mind. When there is suspicious circumstances surrounding the Will, onus would be on the propounder to explain them to the satisfaction of the Court. In the given case, the evidence on record is sufficient to hold that at the time of execution of Ext.B2 settlement deed and Ext.B3 Will Smt.Lakshmi Awwa had full testamentary capacity and no circumstances existed casting any suspicion to indicate that those documents were not made on the free volition of the testatrix. Based on the detailed discussion made above, the only conclusion that can be arrived at is that Ext.B2 settlement deed and Ext.B3 Will are true and genuine documents executed by Lakshmi Awwa when she was in a sound disposing state of mind after revoking her 1st Will.

44. When plaintiff included 'B' schedule item No.7 to 9 and 'D' schedule properties as additional items for partition by an amendment, defendant No.10 filed additional written statement and made clear that item No.8 and 9 are his exclusive properties and therefore they are not liable to be partitioned. As observed earlier, by the

additional written statement, defendant No.10 had withdrawn his objections regarding Ext.B2 settlement deed and Ext.B3 Will and virtually admitted them to be true and genuine documents. Though no reason is offered for changing the earlier stand, it is already assumed that now his interest is to exclude 'B' schedule item No.8 and 9 from the partition.

45. Item No.8 in 'B' schedule is a property admittedly purchased in the name of defendant No.10. According to plaintiff, said property situate at Mysore was purchased by Lakshmi Awwa by utilizing the sale proceeds derived to her when she had sold the timber from her Koralambam. But there is absolutely no evidence to prove such contention of plaintiff. At the same time defendant No.10, who is a doctor by profession contended that item No.8 is his exclusive property purchased out of his own fund. In the absence of convincing contrary evidence, such a case put forward by a doctor need not be doubted. Therefore, it can be held that item No.8 in 'B' schedule is also not liable to be partitioned.

46. Next aspect to be ascertained is whether defendant No.10 derived absolute title over item No.9 in 'B' schedule on the basis of a Will dated 15.05.2004 executed by Lakshmi Awwa. DW3 is the witness examined from the side of defendant No.10 to prove the execution of Ext.B-111, claimed to be the Will pertaining to plaint 'B'

schedule item No.9. According to DW3, Ext.B111 is the Will executed by Lakshmi Awwa and it contains her thumb impression. DW3 would say that Lakshmi Awwa had put her thumb impression in Ext.B111 Will in front of him and thereafter he and another attesting witness had subscribed signature in the Will. Above narration made by DW3 is in compliance with the mandate of section 68 of Evidence Act.

47. But, in order to confirm the veracity of DW3, it appears necessary to analyze his versions in cross examination. 1st aspect explained by him during cross examination was that his profession/job is preparing petitions for public in front of Gundlupet Taluk Office. In the chief affidavit, though DW3 omitted to explain under what circumstances he happened to be a witness to Ext.B111, during cross examination he explained that in the year 2003, once Lakshmi Awwa alone had come to his office and at that time since her language was not known to him he had introduced Lakshmi Awwa to document writer Prasannakumar. According to DW3, later, on 15.05.2004, when he was sitting in the office of Prasannakumar along with two other persons, Lakshmi Awwa came there and instructed Prasannakumar to prepare a document and arrange somebody from his side as witness. As per the version of DW3, on seeing him in the office of Prasannakumar, Lakshmi Awwa personally requested him to be a witness in the Will and thus he subscribed signature in the Will.

48. Above narration made by DW3 itself could be found suspicious. Though DW3 claimed that in 2003 Lakshmi Awwa alone had come to his office, he did not disclose as to what was the purpose of such visit. That statement seems suspicious. DW3, who hails from Karnataka state and speaks Kannada said that Lakshmi Awwa's language was not known to him and therefore he introduced her to scribe Prasannakumar. Above statement is utter falsehood. It is absurd to say that Lakshmi Awwa actually hails from Karnataka does not know Kannada. The attending circumstances of Ext.B111 narrated by DW3 also could not be found to be convincing. Defendant No.12 testified as DW1 had in his cross examination stated that till her death in 2006 Lakshmi Awwa was residing with him in Koralambam house. In the circumstances, it cannot be believed that on a fine morning Lakshmi Awwa alone went to Gundlupet, met scribe Prasannakumar and instructed him to execute Ext.B111 Will.

49. Before the court DW3 categorically stated that defendant No.10 or his relatives never contacted him after attesting the Will. He would further explained that the facts stated by him in chief affidavit are the facts told by him to Advocate Pramod. According to DW3, after learning about the case from the lawyer, he had visited scribe Prasannakumar's office and went through the copy of the Will kept there and thereafter

given instruction to the Advocate to prepare the chief affidavit. DW3 casually stated that he used to attest 30-40 documents in a year . Above evidence let in by DW3 if examined, some indigestible elements could be observed. What can be gathered from the given evidence is that DW3 is a person eking out livelihood from the backyard of scribes office and registrar's office and it was his habit to sign documents prepared by 3rd parties, even by pakka strangers.

50. Though DW3 said that defendant No.10 never contacted him and he has no connection with him, the overwhelming evidence of DW3 alone is sufficient to believe that he is a well-wisher of defendant No.10, who is the propounder of Ext.B111 Will. Except DW3, no other witness were examined to prove the execution of Ext.B111 Will. Some strange situations, especially a meeting with Lakshmi Awwa in the year 2003 from scribe Prasanna Kumar's office deposed by DW3 cannot be ignored and such artificial evidence tendered by him gives reason to disbelieve his other versions as well. Though the versions of DW3 could not be found hundred percent reliable, it is not a reason to disbelieve Ext.B111 Will. If the entire evidence before the court is taken into consideration, it cannot be believed that in the year 2004, Lakshmi Awwa was not in a sound disposing state of mind. If Ext.B2 settlement deed and Ext.B3 Will executed by Lakshmi Awwa in the year 2006 can be found to be true and genuine documents executed

by her in a sound disposing state of mind, we have no reason to hold that Ext.B111 executed by her in 2004 is not a genuine Will.

51. The total attending circumstances if analyzed, they also would not give reason to believe that Ext.B111 is not a true and genuine Will executed by Lakshmi Awwa. Here, it appears necessary to mention that Ext.B111 is a Will registered before Sub Registrar's office Gundlupet. Unlike the documents registered before the Sub Registrar's in Kerala, Ext.B111 registered in Karnataka contains the photo and thumb impression of the testatrix captured by using a bio-metric device, being commonly used for bio-metric data inputs like finger print, iris etc. A document containing such photograph and thumb impression of Lakshmi Awwa captured from the office of Sub Registrar himself need not be ordinarily doubted. If the document in question is a registered one, the regularity of its registration process adhered by the public office concerned can be easily presumed.

52. In the given circumstances, as observed in the case of Exts.B2 and B3, though the evidence on record would indicate secret execution of Ext.B111 Will by Lakshmi Awwa at the instance of defendant No.10, there is no evidence to establish involuntary execution of the same by Lakshmi Awwa. Plaintiff has no case that defendant

No.10 by abusing his dominating position exerted undue influence on Lakshmi Awwa and made her to execute the Will in question. In the absence of such evidence, it can be safely concluded that Lakshmi Awwa had out of her innate love and affection towards the last 2 sons, who have not derived anything under Ext.A1 partition deed, executed Ext.B2 settlement deed, Exts.B3 and B111 Will to protect their interest. Such action naturally expecting from all mothers, if adopted by Lakshmi Awwa nothing unusual can be found in it.

53. Three fundamental questions related to the due executions of the Will are ; 1) Has been testatrix signed the Will 2) Did she understand the nature and effect of the dispositions in the Will 3) Did she put her signature to the Will knowing what it contained. In the given case, if the above three questions are cumulatively raised, we cannot found negative answer to any of the question. The considered discussion made above would in total reveal that there is no suspicious circumstances, which are material in nature surrounding the execution of Ext.B111 exciting suspicion in the mind of the court. Therefore, it can be held that Ext.B111 is a true and genuine Will executed by Lakshmi Awwa out of her free Will and volition when she was in a sound state of mind.

54. Once Exts.B1 and B3 are found to be true and genuine settlement

deed and Will executed by Smt.Lakshmi Awwa, the case improved by plaintiff during the pendency of the suit also cannot be believed. After meticulously analysing the pleadings and evidence on record, it has been undoubtedly held that no section of item No.1 to 6 described in 'B' schedule is available for partition. It has already found that item No.7 described under 'B' schedule is also covered by Ext.B3 Will. In the circumstances, said item also cannot be found partible. When plaintiff failed to establish that it was Lakshmi Awwa, who had paid consideration for item No.8, said item admittedly standing in the name of defendant No.10 also is not liable to be partitioned. It is already found that Ext.B111 Will dated 15.05.2004 relied on by defendant No.10 is a true and genuine Will pertaining to plaint 'B' schedule item No.9. Based on such conclusion, it can be undoubtedly held that plaint 'B' schedule item No.9 is not liable to be partitioned.

55. According to plaintiff, two items of properties described under 'D' schedule are the properties acquired by father Krishna Gowder and they are also liable to be partitioned equally between his heirs. As in the case of other items mentioned in 'B' schedule, plaintiff has not produced any document to connect said properties with Krishna Gowder. Defendants contended that all the properties belonged to father had already been partitioned between his heirs. They had produced Ext.B20(a) registered partition deed to establish the given contention. On perusing Ext.B 20(a), the case put forward by the

defendants could be found true.

56. Defendant No.12 testified as DW1 admitted before the court that as per Ext.B20(a) no share is alloted to plaintiff. According to DW1, while executing Ext.B20(a) plaintiff's share was allotted to him. In fact, plaintiff disputed the partition deed claimed by defendants saying that he had not signed such a document. Here we cannot forget the fact that defendant No.12 failed to produce the original partition deed before the court along with his written statement. But, just before commencing the trial he had produced the original and marked the same as Ext.B20(a). According to learned counsel for plaintiff, above tactics adopted by defendants would prove that plaintiff had not put signature in Ext.B20(a) and what is seen in the document is his fabricated signature. It is true that such tactics adopted by defendants would give reason to raise such a doubt.

57. But, as observed earlier, Ext.B20(a) is a document registered in the year 1991, when mother Lakshmi Awwa was managing the property of her deceased husband Krishna Gowder. In Ext.B20(a) no share is seen alloted to other sons of Krishna Gowder namely, M.K. Padmnabhan, M.K. Gopala Gowder and M.K. Anandha Nadhan, although they were legitimate sharers as the children of Krishna Gowder. But, it is pertinent to note that above named persons also had signed Ext.B20(a) along with other

legal heirs of Krishna Gowder. From the given circumstances what can be gathered is that after necessary discussion between the family members, on the basis of the consensus arrived at among them Ext.B20(a) was created as a family settlement deed and in such circumstances no share was allotted to plaintiff and others mentioned above. On a cumulative analysis of above circumstances, no merit can be found in the contention of plaintiff that Ext.B20(a) is a fabricated document.

58. In fact, plaintiff, who is a party to Ext.B20(a) suppressed said fact and approached the court claiming partition of the properties covered by said document contending that in respect of said properties his father Krishna Gowder died intestate. What can be gathered from the given situation is that the suit is an experiment suit instituted by plaintiff. Plaintiff had not taken care to pay required court fee for the relief of declaration additionally made in the suit as per an amendment. Such carelessness on the part of plaintiff in conducting the suit also gives reason to presume that the suit is an experiment suit. The detailed discussion made above would show that the evidence on record is insufficient to establish the contentions of the plaintiff. At any rate, the speculative claim made by plaintiff on the basis of vague contentions cannot be justified. Therefore, without much hesitation it can be held that plaint 'B' and 'D' schedule properties are not liable to be partitioned. Issue No.1 to 3 are found against the plaintiff.

59. ***Issues No.4 and 5 :-*** In view of finding on issues No.1 to 3, these issues do not arise for consideration.

60. ***Issue No.6 :-*** In the light of the finding on issue No.1 to 5, the suit deserves dismissal. I do not find any reason to suggest why cost shall not follow the event.

In the result, suit is dismissed with cost of defendants No. 8, 10, 11 and 12.

(Dictated to the Confidential Assistant, transcribed and typed by her, corrected and pronounced by me in Open Court on this the 25th day of June, 2020.)

SUB JUDGE

Appendix:

Plaintiff's Witness:-

PW1 -	06.02.2020 -	M.K. Devesa Gowder.

Plaintiff's Exhibits:-

A1 -	17.02.1958 -	Certified copy of partition deed No.340/1958.

Defendants' Witnesses:-

DW1 -	22.01.2020 -	M.K. Sreenivasan.
DW2 -	28.01.2020 -	P.Sreedharan Nair.
DW3 -	06.02.2020 -	Gurumallappa.

Defendants' Exhibits:-

B1 -	12.09.2001 -	Original Will executed by Lakshmi Avva.
B2 -	25.01.2006 -	Original settlement deed No.185/01/06 executed by Lakshmi Avva in favour of D12.

B3	-	27.01.2006	-	Original Will No. 8/2006 executed by Lakshmi Avva.
B4	-	17.07.1974	-	Certified copy of Gift deed No.2758/74 executed by Lakshmi Avva in favour of Padmanabha Gowder.
B5	-	19.06.1991	-	Certified copy of settlement deed No.1975/1991 executed by Lakshmi Avva in favour of Kamala Avva.
B6	-	19.06.1991	-	Certified copy of settlement deed No.1976/1991 executed by Lakshmi Avva in favour of M.K.Sarojini Avva.
B7	-	19.06.1991	-	Certified copy of settlement deed No.1977/1991 executed by Lakshmi Avva in favour of Janaki Avva.
B8	-	19.06.1991	-	Certified copy of settlement deed No.1974/1991 executed between Lakshmi Avva and M.K.Gouri Avva.
B9	-	19.06.1991	-	Certified copy of settlement deed No.1973/1991 executed between Lakshmi Avva and Kamala Avva.
B10	-	25.11.1996	-	Certified copy of settlement deed No.3259/1/1996 executed by Lakshmi Avva in favour of her Son Dr.Ananthanathan.
B11	-	25.11.1996	-	Certified copy of settlement deed No.3257/1/1996 executed by Lakshmi Avva in favour of her Son M.K.Sreenivasan.
B12	-	02.12.1996	-	Certified copy of settlement deed No.3260/1/1996 executed by Lakshmi Avva in favour of her Son Sreenivasan.
B13	-	02.12.1996	-	Certified copy of settlement deed No.3258/1/1996 executed by Lakshmi Avva in favour of her Son Dr.Ananthanathan.

B14	-	02.01.1997	-	Certified copy of deed No.14/1997 executed between Lakshmi Avva and Dr.Ananthanathan.
B15	-	02.01.1997	-	Certified copy of document No.13/1997 executed between Lakshmi Avva and M.K.Sreenivasan.
B16	-	02.01.1997	-	Certified copy of document No.15/1997 executed between Lakshmi Avva and M.K.Ananthanathan.
B17	-	21.07.1997	-	Certified copy of settlement deed No.2502/1997 executed by Lakshmi Avva in favour of M.K.Padmanabhan Gowder.
B18	-	21.07.1997	-	Certified copy of settlement deed No.2503/1997 executed by Lakshmi Avva in favour of M.K.Gopala Gowder.
B19	-	21.07.1997	-	Certified copy of settlement deed No.2501/1997 executed by Lakshmi Avva in favour of Devasa Gowder.
B20	-	18.06.1991	-	Copy of partition deed No.1972/1991.
B20(a)	-	18.06.1991	-	Partition deed No.1972/1991 between plaintiff and defendants.
B21	-	22.04.1995	-	Copy of settlement deed No.1150/1995 executed by Lakshmi Avva in favour of Sreenivasan.
B22	-	08.06.2011	-	Tax receipt issued to M.K.Sreenivasan. (12th defendants).
B23	-	30.04.2013	-	Tax receipt issued to D12.
B24	-	27.06.2015	-	Tax receipt issued to D12.
B25	-	02.05.2019	-	Tax receipt issued to D12.
B26	-	18.02.2006	-	Tax receipt issued to D12.

B27	-	11.06.2010	-	Tax receipt issued to D12.
B28	-	11.05.2012	-	Tax receipt issued to D12.
B29	-	14.05.2014	-	Tax receipt issued to D12.
B30	-	27.06.2015	-	Tax receipt issued to D12.
B31	-	02.05.2016	-	Tax receipt issued to D12.
B32	-	03.10.2018	-	Copy of tax receipt issued to D12 (Sreenivasan).
B33	-	24.01.2008	-	Building tax receipt issued to D12.
B34	-	25.03.2009	-	Building tax receipt issued to D12.
B35	-	28.03.2011	-	Building tax receipt issued to D12.
B36	-	15.02.2012	-	Building tax receipt issued to D12.
B37	-	12.10.2012	-	Building tax receipt issued to D12.
B38	-	12.10.2012	-	Building tax receipt No.40865 issued to D12.
B39	-	26.08.2013	-	Building tax receipt No.3695 issued to D12.
B40	-	20.03.2015	-	Building tax receipt No.3400785 issued to D12.
B41	-	20.03.2015	-	Building tax receipt No.3400783 issued to D12.
B42	-	20.03.2015	-	Building tax receipt No.3400782 issued to D12.
B43	-	20.03.2015	-	Building tax receipt No.3400786 issued to D12.
B44	-	20.03.2015	-	Building tax receipt No.3400784 issued to D12.
B45	-	29.08.2016	-	Building tax receipt No.7520780 issued to D12.

B46	-	29.08.2016	-	Building tax receipt No.7520781 issued to D12.
B47	-	29.08.2016	-	Building tax receipt No.7520779 issued to D12.
B48	-	29.08.2016	-	Building tax receipt No.B.752078 issued to D12.
B49	-	24.07.2017	-	Building tax receipt No.D.2330016 issued to D12.
B50	-	24.07.2017	-	Building tax receipt No.D.2330018 issued to D12.
B51	-	24.07.2017	-	Building tax receipt No. D.2330017 issued to D12.
B52	-	24.07.2017	-	Building tax receipt No. D.2330019 issued to D12.
B53	-	15.05.2018	-	Building tax receipt No. A.3268409 issued to D12.
B54	-	15.05.2018	-	Building tax receipt No. A.3268408 issued to D12.
B55	-	15.05.2018	-	Building tax receipt No. A.3268420 issued to D12.
B56	-	15.05.2018	-	Building tax receipt No. A.3268407 issued to D12.
B57	-	08.11.1999	-	Building tax receipt No. 35278 issued to D12 (Sreenivasan).
B58	-	05.02.2005	-	Building tax receipt No.92281 issued to D12.
B59	-	30.03.2006	-	Building tax receipt issued to D12.
B60	-	12.01.2007	-	Building tax receipt No. 37400 issued to D12.
B61	-	28.02.2007	-	Building tax receipt No. 59122 issued to D12.
B62	-	17.12.2011	-	Building tax receipt No. 66972 issued to D12.
B63	-	15.12.2014	-	Building tax receipt issued to D12.
B64	-	10.03.2017	-	Building tax receipt No. C. 5806027ssued to D12.

B65	-	07.05.2019	-	Building tax receipt No. A.1615484 issued to D12.
B66	-	28.06.2019	-	Building tax receipt No. A.1616662 issued to D12.
B67	-	28.06.2019	-	Building tax receipt No. A.1616664 issued to D12.
B68	-	28.06.2019	-	Building tax receipt No. A.1616663 issued to D12.
B69	-	15.11.2019	-	Building tax receipt No. A.1582614 issued to D12. (Sreenivasan).
B70	-	06.07.2007	-	Land tax receipt No. 8308315 issued to D12.
B71	-	23.04.2008	-	Land tax receipt No. 8061844 issued to Lakshmi Avva and Krishna Sudeep (D21).
B72	-	11.06.2010	-	Land tax receipt No. 8742803 issued to D21.
B73	-	11.05.2012	-	Land tax receipt No. 8514959 issued to D21.
B74	-	29.04.2013	-	Land tax receipt No. 8794837 issued to D21.
B75	-	22.07.2015	-	Land tax receipt No. 5061297 issued to D21.
B76	-	02.05.2016	-	Land tax receipt No. 1727449 issued to D21.
B77	-	13.06.2018	-	Land tax receipt No. KL.12021304647/18 issued to D21.
B78	-	03.10.2018	-	Land tax receipt No. KL.12021307861/18 issued to D21.
B79	-	03.05.2019	-	Land tax receipt No.KL.12021302997/19 issued to D21.
B80	-	22.02.2007	-	Building tax receipt No.59131 issued to Krishna Sudeep (D21).
B81	-	24.01.2008	-	Building tax receipt No.59190 issued to D21.

B82	-	25.03.2009	-	Building tax receipt No.34078 issued to D21.
B83	-	15.02.2012	-	Building tax receipt No.40791 issued to D21.
B84	-	12.10.2012	-	Building tax receipt No.40865 issued to D21.
B85	-	26.03.2013	-	Building tax receipt No.3695 issued to D21.
B86	-	15.12.2014	-	Building tax receipt No.0733299 issued to D21.
B87	-	20.03.2015	-	Building tax receipt No.B-3400773 issued to D21.
B88	-	20.03.2015	-	Building tax receipt No.B-3400772 issued to D21.
B89	-	20.03.2015	-	Building tax receipt No.3400771 issued to D21.
B90	-	20.03.2015	-	Building tax receipt No.B-3400770 issued to D21.
B91	-	29.08.2016	-	Building tax receipt No.B-7520786 issued to D21.
B92	-	29.08.2016	-	Building tax receipt No.7520785 issued to D21.
B93	-	29.08.2016	-	Building tax receipt No.7520784 issued to D21.
B94	-	29.08.2016	-	Building tax receipt No.B-7520783.
B95	-	24.07.2017	-	Building tax receipt No.D-2330020.
B96	-	24.07.2017	-	Building tax receipt No.D-2330021 issued to D21.
B97	-	24.07.2017	-	Building tax receipt No. D.2330023 issued to D21.
B98	-	24.07.2017	-	Building tax receipt No. D.2330022 issued to D21.
B99	-	15.05.2018	-	Building tax receipt No. A.3268411 issued to D21.
B100	-	15.05.2018	-	Building tax receipt No. A.3268410 issued to D21.

B101	-	15.05.2018	-	Building tax receipt No. A.3268413 issued to D21.
B102	-	15.05.2018	-	Building tax receipt No. A.3268412 issued to D21.
B103	-	28.06.2019	-	Building tax receipt No. A.1616669 issued to D21.
B104	-	28.06.2019	-	Building tax receipt No. A.1616668 issued to D21.
B105	-	28.06.2019	-	Building tax receipt No. A.166667 issued to D21.
B106	-	28.06.2019	-	Building tax receipt No. A.1616670 issued to D21.
B107	-	17.05.2018	-	Land tax receipt No. KL.12021303061/18 issued to D21.
B108	-	19.08.1987	-	Original sale deed No.526/87 executed by Baburaya Mallayya in favour of Dr.Ananthanathan.
B109	-		-	Minutes Book of Srivyshnava Sanajam-Arimula Unit 24.10.2004 to 24.06.2007.
B110	-	-	-	Photograph.
B111	-	15.05.2004	-	Registered Will (Kannada) executed by Lakshmi Avva.
B112	-	29.03.1995	-	Original settlement deed No.912/95 executed by Lakshmi Avva in favour of Dr.Ananthanathan.

<u>Witnesses & Exhibits:-</u> - Nil.

Sd/-
SUB JUDGE

Typed by : Subha V.K.
Compared by : Haseena K.A.