

**IN THE COURT OF PRINCIPAL DISTRICT JUDGE,
CHENGALPATTU DISTRICT.**

Present : **Tmt.J.Mavis Deepika Sundaravadhana, M.A.,M.L.,**
Principal District Judge, Chengalpattu.

Friday the 18th day of October 2024

Original Suit No.277 of 2014

CNR.No.TNCG01-000892-2014

Dhakshinamurthy

. . . Plaintiff.

/Vs/

1. Santhanalakshmi

2. Venkataramanan

. . . Defendants.

This suit came up before me in this court for final hearing on 17.10.2024, in the presence of Thiru.O.M.Balakrishnan, Advocate for the plaintiff, and Thiru.S.Rajendran, Advocate for the defendants, upon hearing the arguments of defendants' counsel, perusing the written arguments of plaintiff and entire records, and having stood over for consideration till this day, this court delivers the following,

JUDGMENT

This suit is filed by the plaintiff (i) for preliminary decree for partition of plaintiff's 1/2 share in the suit property by dividing the suit properties into 2 equal shares by metes and bounds and allot one such share to the plaintiff and to effect such division, appoint an Advocate

Commissioner to suggest a mode of division by way of passing final decree, (ii) for declaration of settlement deed dated 10.1.2012 vide document No.149/2012 on the file of SRO, Maduranthakam, executed by the 1st defendant in favour of 2nd defendant as null and void and (iii) for costs.

2. The case of the plaintiff in brief :

The property in item No.1 of the suit property was originally belonged to Rathinammal. When she offered to sell the property, the plaintiff's father Vedhachalam Mudaliar accepted her offer and decided to purchase the property in the name of his wife Devakiammal, mother of plaintiff, for which, the plaintiff's mother Devakiammal entered into a sale agreement with the above said Rathinammal on 17.5.1974. The sale consideration was fixed at Rs.14,000/- and the plaintiff's father Vedhachalam Mudaliar paid a sum of Rs.2,000/- as advance and agreed to pay the entire amount and complete the registration within 6 months from the date of sale agreement. Since the plaintiff was working in Airport of Madras and then existing family circumstances, the plaintiff's father Vedhachala Mudaliar purchased item No.1 of suit property in the name of his 2nd son Nandagopal who is the husband of 1st defendant and father of 2nd defendant for the benefit of the family members. To purchase the above said property, the plaintiff's father procured the sale consideration by

mortgaging some of the properties owned by him and his wife Devakiyammal. The mortgage deed was executed by the plaintiff's mother Devakiammal in favour of one Anthony Reddiar S/o. Arputha Reddiar through the mortgage deed dated 14.11.1974, vide document No.3040/1974 on the file of SRO, Maduranthakam. The above said mortgage was discharged on 20.12.1981 from the amount given by the plaintiff and the properties were sold out in the year 1983 itself by the plaintiff's father Vedhachala Mudaliar and the plaintiff's mother Devakiammal. The plaintiff's father Vedhachala Mudaliar, after procured the sale consideration by the above said manner, the item No.1 of the suit property was purchased in the name of plaintiff's younger brother Nandagopal from Janaki Rathinammal through the registered sale deed dated 20.11.1974, vide document No.3386/1974 on the file of SRO, Maduranthakam. At the time of purchase of item No.1 of suit property, the plaintiff's brother Nandagopal was unemployed and unmarried and the plaintiff was employed in the Airport of Madras from the year 1956. All the family members possessed and enjoyed the above property as joint family property. From the income of the plaintiff, the plaintiff's father Vedhachala Mudaliar decided to purchase a property and entered into a sale agreement with one Manickammal W/o. Prakasam in respect of item No.2 of the suit property, but thereafter the said Manickammal refused to execute the sale deed in

favour of the plaintiff's father Vedhachala Mudaliar. Hence, the plaintiff alone appointed an advocate and filed a suit in OS 133/1978 for execution of sale deed in favour of the plaintiff's father Vedhachalam Mudaliar. After due contest the suit was dismissed by the Subordinate Judge, Chengalpattu. The plaintiff's father Vedhachala Mudaliar filed an appeal before this court and the same was allowed. The 2nd appeal was filed by Manickammal before the Hon'ble High Court of Judicature at Madras. Pending disposal of the 2nd appeal, the plaintiff's father Vedhachala Mudaliar died in the year 1988. The plaintiff alone proceeded with the case by appointing a senior advocate Mr.Srisailam, paid his entire fees and the 2nd appeal was dismissed. After dismissal of 2nd appeal, the plaintiff filed execution petition and took delivery of item No.2 of suit property. As per the aspiration of plaintiff's parents, the plaintiff and his brother Nandagopal, who is the husband of 1st defendant and father of 2nd defendant orally partitioned the suit properties and item No.1 was retained by said Nandagopal, since the property was purchased in his name. Item No.2 of the property was retained by the plaintiff and they enjoyed their respective shares without any hindrance. Even after the oral partition, since the plaintiff was working in the Airport of Madras, his brother Nandagopal looked after the properties in item No.2 and the plaintiff frequently came and visited the properties acquired by him in the oral partition. During the

lief time of plaintiff's father Vedhachala Mudaliar and his mother Devakiammal, the plaintiff alone had paid all his income for the expenditure to meet out the family expenses, as his father was only an agriculturist, earned very meagre amount which not enough to meet out the family expenses and for day to day maintenance of the family. During the life time of his brother Nandagopal, there was no difference of opinions in between the plaintiff and his brother Nandagopal. The said Nandagopal died intestate in the year 2009 leaving behind him his wife and son, the defendants 1 and 2 as his legal heirs at law. After the death of plaintiff's brother Nandagopal, without knowing the above facts, the defendants 1 and 2 issued a legal notice through their counsel on 2.2.2011 to the plaintiff for partition of item No.2 of the suit property. The plaintiff sent a reply notice through his counsel stating all the above said facts. But in the month of June 2014 only, the plaintiff came to know that after receiving the reply notice, the defendants without taking any legal steps, fraudulently obtained joint patta No.258 in respect of item No.2 of the suit property in their names. Taking advantage of the absence of plaintiff, the 1st defendant created a bogus settlement deed on 10.1.2012 in favour of the 2nd defendant vide document No.149/2012, without the knowledge and permission of the plaintiff. The said settlement deed is false, invalid, not acted upon and also not bind upon the plaintiff. The plaintiff issued a legal

notice through his counsel to the defendants on 2.7.2014 claiming partition over item No.1 of the suit property, but the defendants sent a reply notice stating false and baseless on 28.7.2014. On 11.8.2014 the plaintiff issued a rejoinder explaining the real facts and giving explanation of the defendants' allegations. Taking advantage of the plaintiff's absence in the suit house, after the death of plaintiff's brother Nandagopal, the 1st defendant took the original documents and kept in her safe custody. As per the Hindu Succession Act, as one of the legal heir of Vadhachalam Mudaliar the plaintiff is entitled to 1/2 share over the both items of suit properties and called the defendants for amicable partition. But the defendants refused to come for partition and also refused to give the plaintiff's share over the suit properties. Hence, the plaintiff conveyed a panchayat in the suit village. Even the panchayatars told to give the plaintiff's share the defendants did not do so. In this stage, the plaintiff has no other option to protect his right and interest over the suit properties except filing of this suit. Hence, the suit.

3. The brief averments of written statement filed by the 1st defendant and adopted by 2nd defendant :

The husband of 1st defendant and father of 2nd defendant was Nandagopal. The plaintiff and Nandagopal are brothers of which the plaintiff is the elder brother. The father of plaintiff and Nandagopal was

Vedachala Mudaliar, mother Devaki ammal. Devaki ammal had enormous properties including the lands measuring is 5.00 acres at Lakshmi Narayanapuram Village, Madurantakam Taluk, which are her stridhana properties and exclusively belonged to her. The suit item No.1 property belonged to Janaki Rathinammal. Devaki ammal, the mother of plaintiff and Nandagopal, out of love and affection to her younger son Nandagopal purchased suit item No.1 property out of her stridhana funds in the name of Nandagopal. It is not joint family property. The suit item No.1 was purchased by mother Devaki ammal under registered sale deed dated 20.11.1974 in the name of Nandagopal. The said sale deed dated 20.11.1974 is preceded by sale agreement dated 17.5.1974 by mother Devaki ammal. It is clearly recited in the said sale agreement that the funds for purchase of properties were given by mother Devaki ammal. She paid the sale advance amount of Rs.2000/- under the said sale agreement. But the sale deed dated 20.11.1974 is obtained in the name of Nandagopal by payment of Rs.12,000/- being the balance of sale consideration paid by Devaki ammal out of her funds. The said sale deed dated 20.11.1974 is obtained in the name of Nandagopal for his benefit. In fact Nandagopal was employed in Co-operative House Building Society from the year 1967 till 1969. Thereafter he joined service in Tamil Nadu Agricultural Development on 13.10.1969 and retired as Deputy Manager Grade III

selection grade from the office of Assistance Director of Agriculture at Chengalpattu on 31.10.2002. After purchase of suit item No.1, Nandagopal alone was in absolute possession and enjoyment of the same till his death in the year 2009, to the knowledge of plaintiff. The property tax, electric service connection and municipal water connection were transferred to the name of Nandagopal. Nandagopal replaced the terraced roof of ground floor building and constructed 1st floor and put up further building of the back portion out of his own funds. Nandagopal was residing therein with his parents. The 1st defendant married to Nandagopal in February 1981, since then she was living with Nandagopal in suit item No.1 house. The 2nd defendant born there on 29.6.1982. After the death of Nandagopal, his wife and son, the 1st and 2nd defendants are residing therein renting a portion of building to tenants. The plaintiff never came near the suit item No.1 house or protested for such exclusive enjoyment by defendants and lease by them. The parents were maintained by Nandagopal and plaintiff never cared for them. The funeral of the parents were done at the expenses of Nandagopal and the plaintiff did not pay for such funeral expenses. The father of plaintiff namely Vedachala Mudaliar had no income yielding properties in his name and he is not even a party to the said usufructary mortgage. Devaki ammal mortgaged some of the properties owned by her. Those properties were redeemed by Devaki ammal on 23.12.1981 by an

endorsement of discharge through Nandagopal. Devaki ammal after redeeming her lands, was in exclusive possession of her land cultivating them through Nandagopal and sold those properties to Bonipasu Reddiar under registered sale deed dated 21.11.1987. The allegations in the plaint that the mortgage was discharged on 20.12.1981 from the amount given by the plaintiff and property was sold in the year 1983 by the plaintiff's father Vedachala Mudaliar and mother Devaki ammal are all false. The suit item No.2 properties at Lakshmi Narayanapuram Village were purchased by Vedachala Mudaliar on 12.5.1968 from Manickammal with the income from stridhana lands of Devaki Ammal. Manickammal refused to deliver possession under one pretext or other. Hence Vedachala Mudaliar filed a suit for declaration of his title and for recovery of possession on the file of Subordinate Judge of Chengalpattu. The said suit was dismissed on 4.9.1978. On appeal by Vedachala Mudaliar to this Court in AS 69/1979, the appeal was allowed and the same was confirmed under decree and judgment dated 18.10.1995 on the file of Hon'ble High Court of Madras in S.A.No.198/1982. During the pendency of the 2nd appeal Vedachala Mudaliar died on 25.10.1988 and Devakiammal died on 18.11.1990. The plaintiff and Nandagopal were impleaded as legal representatives of both of them in the 2nd appeal. Thereafter the plaintiff and Nandagopal took deliver the suit item No.2 properties through process of court in EP

No.31/1997 in OS 133/1978 on 15.10.1997 from Manickammal. At time Nandagopal contributed his half share of the fees paid to advocate Srisailam through plaintiff. There is no mention of the date of alleged oral partition. The suit item No.2 lands were enjoyed jointly by plaintiff and Nandagopal till Nandagopal died in the year 2009. There was no partition or division between them in respect of the suit item No.2 till the death of Nandagopal. The old ancestral house which was partly terraced and partly tiled was not income yielding. Hence he had no income to purchase any property or to maintain himself or his wife or his family members. The plaintiff conceding half share in the suit item No.2 lands falsely claimed the 1/2 share in the suit item No.1 house also in the reply notice which is the exclusive property of Nandagopal. In fact on protest the suit item No.2 lands were divided between plaintiff and defendants in April 2011. The 1st defendant under registered settlement deed dated 10.1.2012 gifted the lands to 2nd defendant which were allotted to them in the oral partition between plaintiff and defendants. The allegation that the 1st defendant after the death of Nandagopal took the original documents and kept them in her custody is false. Since the said Nandagopal was suffering from liver disease during his life time, he handed over his documents to defendants. There is no cause of action for the suit. The suit is not properly valued and proper court fee not paid. The suit is barred by provisions of Benami Transactions

Prohibition Act. Hence, prayed for dismissal of suit with compensatory costs.

4. Upon the pleadings in plaint and written statement, this court framed the following issues :

- 1) Whether the plaintiff is entitled to the relief of partition?
- 2) Whether there was a oral partition as pleaded by the plaintiff?
- 3) Whether the plaintiff is estopped from claiming any share in the judgment in OS 88/1981 on the file of District Munsif Court, Chengalpattu?
- 4) Whether the suit is barred by Benami Transaction and Prohibition Act?
- 5) Whether the suit has been valued properly for the purpose of court fees?
- 6) To what relief the plaintiff is entitled?

5. For the sake easy discussion and convenience, this court recast the issues as follows :

- 1) Whether the settlement deed dated 10.1.2012 is illegal and null and void?
- 2) Whether plaintiff is entitled for partition both 1st item and 2nd item of suit schedule properties?
- 3) What is the share of the plaintiff?

4) To what other relief?

6. On the side of the plaintiff, the plaintiff examined himself as PW1. Ex.A1 to Ex.A17 were marked. One Thiru.Jaishankar was examined as PW2, but no exhibits were marked by him. On the side of the defendants, the 2nd defendant was examined as DW1. Ex.B1 to Ex.B20 were marked. The Tahsildhar namely Thiru.Rajesh was examined as CW1. Ex.C1 series was marked.

7. Issue No.1 :

The suit is filed for partition of $\frac{1}{2}$ share in the suit property by metes and bounds and allot one such share to the plaintiff, and to declare the settlement deed dated 10.1.2012 executed by 1st defendant in favour of 2nd defendant as null and void. The plaintiff and the husband of 1st defendant namely Nandagopal are brothers. The father of plaintiff and Late.Nandagopal is one Vedachala Mudaliar, the mother is Devaki ammal. The husband of 1st defendant Late.Nandagopal died in the year 2009. The said Vedachala Mudaliar died on 25.10.1988 and his wife died on 18.11.1980. There are two sets of properties mentioned in the schedule of property. The 1st item of suit property is a house situated in Chengalpattu Town in Chinnamaniyakara Street. The 2nd item of property is a landed property situated in the native place of Vedachala Mudaliar namely L.N.Puram Village, Madurantakam Taluk.

8. There is no much dispute with respect to the property mentioned as 2nd item in the suit. Before purchase of those properties mentioned as 2nd item of the schedule, there was a sale agreement between Manickammal and Vedachala Mudaliar. Since Manickammal refused to execute the sale a suit alleged to have filed before Sub Court, Chengalpattu in OS 194/1978. The suit filed by Vedachala Mudaliar was dismissed. Thereafter 1st appeal was filed before District Court, Chengalpattu, in AS 69/1979 by Late.Vedachala Mudaliar which was allowed. Thereafter the said Manickammal filed 2nd appeal in SA 198/1982 before the Hon'ble High Court which was dismissed. While the second appeal was pending the said Vadachala Mudaliar died in the year 1988. The plaintiff and the husband of 1st defendant Nandagoal were impleaded. Thereafter execution petition alleged to have filed and delivery of possession was taken. There is no dispute with respect to the facts described above. After the demise of Vedachala Mudaliar the plaintiff and his brother Nandagopal are entitled for the share in the property. Since husband of 1st defendant Late.Nandagopal is now deceased, his legal heirs namely the wife of 1st defendant and his son 2nd defendant are entitled to inherit the share left by Late.Nandagopal.

9. According to the plaintiff there was a oral partition between the brothers by which 1st item of the suit schedule property was agreed to

be allotted to Late.Nandagopal and the property mentioned in the 2nd item of the suit schedule was retained and enjoyed by the plaintiff. Further contention of the plaintiff that since he was working in Airport from the year 1956 the father Late.Vedachala Mudaliar did not have much resources for his family expenses except the meagre income from the landed property the plaintiff claims that he paid for the family expenditure.

10. According to the plaintiff, no differences between the brothers while Nandagopal was alive. The said Nandagopal died in the year 2009, thereafter it is alleged the defendants 1 and 2 issued legal notice on 2.2.2011 for partition of item No.2 of the schedule of property. The plaintiff alleges without his knowledge the defendants obtained joint patta with respect to the property mentioned in item No.2 of the suit schedule.

11. The plaintiff alleges taking advantage of the absence of the plaintiff, the 1st defendant created a bogus settlement deed on 10.1.2012 in favour of 2nd defendant with respect to item No.2 of suit schedule properties, without plaintiff's knowledge. Therefore the plaintiffs prayed to declare the settlement deed as null and void. There is no much dispute with respect to 2nd item of suit schedule property that plaintiff and his Late brother are entitled for ½ share.

12. The defendants also not disputing the fact the plaintiff and the 1st defendant's late husband are each entitled ½ share in the 2nd item of suit

schedule property. The defendants are each entitled $\frac{1}{4}$ share in the 2nd item of suit schedule property. There is no dispute with regard to the share of the defendants that each entitled to $\frac{1}{4}$ share. The settlement deed dated 10.1.2012 executed by 1st defendant in favour of 2nd defendant which is not disputed by 1st defendant. Admittedly 1st defendant is entitled only $\frac{1}{4}$ share in the 2nd item. While so she settled $\frac{1}{2}$ the share in favour of 2nd defendant which is erroneous and illegal. The 1st defendant can execute settlement deed only with respect to the property in which she has right of inheritance. Admittedly 1st and 2nd defendants are entitled $\frac{1}{2}$ share in the 2nd item of suit schedule property. Instead of settling $\frac{1}{4}$ share belong to 1st defendant in favour of 2nd defendant, she settled $\frac{1}{2}$ share which is illegal. Therefore, the sale deed dated 10.1.2012 has to be set aside. For the reasons stated above the plaintiff is entitled for $\frac{1}{2}$ share in the 2nd item of suit schedule property. Issue No.1 is answered in favour of plaintiff.

13. Issue No.2 :

The 1st item of suit schedule property is a house. According to the plaintiff the property was originally belonged to Rathinammal. According to the plaintiff his father Vedachala Mudaliar accepted the offer of sale by Rathinammal and thereby decided to purchase. The plaintiff states originally plaintiff's father Vedachala Mudaliar decided to purchase the property in favour of his wife Devaki ammal, thereby Devaki ammal

entered into sale agreement with Rathinammal on 17.5.1974 for a sale consideration of Rs.14,000/-. According to plaintiff his father Vedachala Mudaliar paid a sum of Rs.2,000/- as advance and agreed to pay the entire sale consideration and complete the sale transaction within a period of six months. According to plaintiff, the 1st item of suit schedule property purchased in the name of 2nd son Nandagopal, as the plaintiff was working in Airport. According to plaintiff, his father mortgaged some of the sreedhana properties of Devaki ammal in favour of Anthony Reddiar S/o. Arputha Reddiar by a mortgage deed dated 14.11.1974 which is marked as Ex.A3. The mortgage was discharged on 20.12.1981. Thereafter the properties were sold out in the year 1983 by Vedachala Mudaliar and his wife Devaki ammal.

14. Admittedly the 1st item of the suit schedule property was purchased in the name of Late.Nandagopal on 20.11.1974. The plaintiff contends that even though the property was purchased in the name of Late.Nandagopal, the 1st item of the suit schedule property enjoyed by the family as joint family property. The plaintiff contends as his brother Late.Nandagopal was unemployed, the 1st item of suit schedule property was purchased in the name of Late.Nandagopal. Therefore the plaintiff claims partition in the 1st item of the suit schedule property.

15. The defendants denied the claim of the plaintiff with respect to 1st item stating that it is not a joint family property. The claim of plaintiff that 1st item of suit property was purchased in the name of Late.Nandagopal is admitted. But it is claimed that it was purchased only for the benefit of Late.Nandagopal. Further it is claimed, the mother of plaintiff namely Devaki ammal paid the balance sale consideration out of her own funds for the benefit of Nandagopal. According to defendants the 1st item of the suit schedule property was under the exclusive possession and enjoyment of Late.Nandagopal till his death in the year 2009 to the knowledge of the plaintiff. The defendants contend the EB service connection and water connection stands in the name of Late.Nandagopal. The defendants further contend Late.Nandagopal replaced the old terrace roof of ground floor which was existing at the time of purchase, put up building on the 1st floor and further constructed the back portion out of his own funds. It is claimed that the Late.Nandagopal made improvements in item No.1 of suit schedule property. It is claimed that 2nd defendant born in the said house mentioned in the 1st item of suit schedule property. It is claimed by the defendants after the death of Nandagopal the 1st and 2nd defendants are residing in the said house and let out a portion to a tenant. The defendants claim that the plaintiff never came to the house mentioned in item No.1 and protested for

exclusive enjoyment by Nandagopal.

16. The defendants claim that Late.Vedachala Mudaliar and his wife Devaki ammal were maintained by Late.Nandagopal. It is alleged the funeral of them was conducted by Nandagopal alone at his expenses. Therefore it is alleged the mother Late.Devaki ammal alone paid the sale consideration not his father, as Devaki ammal owning Sreedhana properties at Lakshminarayana Village, Madurantakam. Therefore, it is claimed that the suit 1st item of the property was purchased by Devaki ammal out of her Sreedhana funds in the name of Late.Nandagopal for his benefit, thereby it is alleged the plaintiff cannot claim any right over the said property.

17. According to defendants the plaintiff was living away from his parents and Late.Nandagopal alone looked after his parents who lived with him. The alleged oral partition is denied. The specific contention of the defendant is that, the 1st item of suit schedule property purchased in the name of Nandagopal by the funds generated from the Sreedhana properties of his mother. There is no dispute that 1st item of suit schedule property purchased in the name of Late.Nandagopal. The claim of plaintiff that it was purchased for the benefit of joint family and enjoyed jointly by the family.

18. As already discussed the defendants admitted that the plaintiff

is entitled for $\frac{1}{2}$ share in the suit 2nd item of property. But since 1st defendant erroneously executed settlement dated 10.1.2012 in favour of 2nd defendant with respect of $\frac{1}{2}$ share in the 2nd item of suit property, which she does not entitle. In the previous issue the settlement deed dated 10.1.2012 with respect $\frac{1}{2}$ share is declared as null and void.

19. Considering the evidence and the documents, the dispute is with respect to the 1st item of suit schedule property. The plaintiff claims that he is entitled for $\frac{1}{2}$ share in the 1st item of suit schedule property. But the defendants proved that it was purchased in the name of Late.Nandagopal who is the husband and father of 1st and 2nd defendants respectively, by his mother. It is proved that the parents of plaintiff were living with Late.Nandagopal till their death. The 1st item of suit schedule property was purchased prior to the marriage of Late.Nandagopal. The 2nd defendant admittedly born in that house. There is no acceptable evidence that the 1st item of suit schedule property was enjoyed as joint family property.

20. In the evidence of PW1 it is admitted that the property tax, EB connection, water connection stand in the name of Late.Nandagopal. The plaintiff in the cross examination admitted he does not know whether Late.Nandagopal employed in Cooperative Housing Society in the year

between 1967 to 1969. Further in the evidence of PW1 he claimed that he does not know whether Late.Nandagopal worked in TamilNadu Agriculture Cooperative Society from 13.10.1969 and retired on 31.10.2002 as Manager. But admitted that he retired voluntarily from the said department. It is also admitted the House Tax Assessment was transferred from Janaki Rathinam ammal to Nandagopal. Likewise it is admitted the water connection and EB connection stand in the name of Late.Nandagopal. Admittedly plaintiff was living at Nanganallur, but before that he was working at Madurai in the Fire Service Department. It is also admitted by PW1 that his parents were living with Nandagopal in the suit 1st item of the property.

19. The admission of PW1 in his evidence with respect to the above aspects is reproduced as under :

"தாவா 2வது அயிட்ட சொத்து எங்கள் அம்மா

தேவகியம்மாஸின் சீதன நில வருமானத்தை விற்று 1968-ல் அது

அப்பா பெயரில் வாங்கப்பட்டது என்றால் சரியல்ல. மாணிக்கம்

அம்மாள் என்பவரிடம் இருந்து தாவா 2வது அயிட்ட சொத்து

கிரயம் பெற்றது என்றால் சரிதான். மாணிக்கம்

அம்மாள் ஸ்வாதீனத்தை ஒப்படைக்காததால் எனது தகப்பனார்

வழக்கு போட்டாரா என்ற கேள்விக்கு கிரயம் பதிவாகவில்லை என்று சாட்சி பதிலளிக்கிறார்."

"அந்த இரண்டாம் முறையீடு 198/1882 அந்த மேல்முறையீடு நிலுவையில் இருந்தபோது எனது பெற்றோர் இறந்துவிட்டார்கள். எனவே அவர்களது வாரிசுகள் என்ற தகுதியில் நானும் எனது தம்பியும் நந்தகோபாலும் அந்த வழக்கை நடத்தினோம் என்றால் சரிதான். மேற்படி இரண்டாவது முறையீடு மாணிக்கம் அம்மாளுக்கு எதிராக தள்ளுபடியாகி எனக்கும் என் தம்பிக்கும் சாதகமானது."

"அந்த வழக்கு நடக்கும்போது எனது தகப்பனாருடன் எனது தம்பி நந்தகோபால் இருந்தாரென்றால் சரியல்ல, நான் தான் இருந்தேன். வழக்கு நடத்த எனது தம்பி நந்தகோபால் செலவு செய்தாரென்றால் சரியல்ல. நான் தான் செய்தேன். நான் செலவு செய்ததாக கூறுவது உண்மையல்ல என்றால் சரியல்ல,"

"நானும் என் தம்பியும் வாய்மொழியாக பாகம் பிரித்துக்கொண்டதாக வா.சா.ஆ.15ல் சொல்லியிருக்கிறேன் என்றால் சரிதான். அவ்வாறு சொல்லியிருக்கிறேன் என்றால் சரிதான்."

"தாவா 1வது அயிட்ட சொத்து நந்தகோபால் தொடர் அனுபவத்தில் இருந்து வந்தது என்றால் சரியல்ல. தாவா 1வது அயிட்ட சொத்திற்கு நானும் என் தம்பி நந்தகோபாலும் கூட்டு உரிமையாளர் என்றால் சரிதான்."

"அந்த படாளம் வீட்டை, 1960 எனது தகப்பனார் வீட்டை விட்டுவிட்டு செங்கல்பட்டுக்கு குடியேறினார் என்றால் சரிதான். செங்கல்பட்டில் நானும் என் அப்பாவும், தம்பியும் ஒன்றாக வாடகை வீட்டில் இருந்தோம்."

"எனது தகப்பனாருக்கு சொத்து வாங்கும் அளவிற்கு வருமானம் கிடையாது என்றால் சரிதான்."

Therefore it is proved that the 1st item of the suit property purchased by plaintiff's mother Devaki ammal for the benefit of his son Late.Nandagopal. The suit 1st item of the property is not enjoyed as a joint family property. The parents of the plaintiff and Late.Nandagopal with the planning and for a reason known to them purchased the property in favour of their 2nd son Nandagopal in which plaintiff cannot claim partition. The wish of the plaintiff's parents cannot be destroyed by granting partition in 1st item of the suit schedule property.

20. For the reasons stated above, the plaintiff is not entitled for partition in suit 1st item of the property. The plaintiff is entitled for ½ share

in suit 2nd item of property. The settlement deed dated 10.1.2012 Ex.B18 is declared as null and void for the reasons stated above. As the plaintiff and the defendants are closely related, no cost is awarded.

21. As the result, suit is partly decreed. Plaintiff is entitled for preliminary decree of partition of ½ share in all 2nd item of suit properties. The suit is dismissed with respect to item No.1 of suit schedule property. The settlement deed dated 10.1.2012 is declared as null and void not binding on the plaintiff. No costs.

Dictated by me to the steno-typist, computerized by her directly, corrected and pronounced by me in open court, on this the 18th day of October 2024.

Principal District Judge,
Chengalpattu.

Plaintiff's side witnesses :

PW1 Thiru.Dhakshinamurthy (plaintiff).

PW2 Thiru.Jaishankar.

Plaintiff's side exhibits :

Ex.A1 17.05.1974 Unregistered sale agreement executed by
J.Rathinammal in favour of Devaki ammal.

Ex.A2 17.03.1958 Certified copy of sale deed executed by
Mariammal in favour of Devaki ammal.

Ex.A3 14.11.1974 Certified copy of sale deed executed by Devaki
ammal in favour of Anthony Reddiar.

Ex.A4 19.08.2014 Encumbrance certificate.

Ex.A5	20.11.1974	Certified copy of sale deed executed by Janaki Rathinammal in favour of Nandhagopal.
Ex.A6	21.11.1987	Certified copy of sale deed executed by Devaki ammal in favour of Bonifes Reddiar.
Ex.A7	21.11.1987	Certified copy of sale deed executed by Devaki ammal in favour of Arokiasamy Reddiar.
Ex.A8	---	Certified copy of Execution petition in EP No.31/1997.
Ex.A9	16.10.1997	Certified copy of EP delivery receipt in OS 133/1978.
Ex.A10	22.07.1996	Receipt issued by Advocate Thiru.P.S.Srisailam in plaintiff's name.
Ex.A11	02.02.2011	Legal notice issued by defendant's counsel to the plaintiff.
Ex.A12	12.03.2011	Reply notice issued by plaintiff's counsel to the defendants' counsel.
Ex.A13	10.01.2012	Certified copy of settlement deed executed by Satnhanalakshmi in favour of Venkataramanan.
Ex.A14	21.05.1999	Kist receipt in the names of Dhakshinamurthy and Nandagopal.
Ex.A15	02.07.2014	Rejoinder sent by plaintiff's counsel to the defendants.
Ex.A16	28.07.2014	Reply notice issued by defendants' counsel to plaintiff's counsel.
Ex.A17	11.08.2014	Notice issued by plaintiff's counsel to the defendant's counsel.

Defendants' side witness :

DW1 Thiru.Venkatramanan (2nd defendant).

Defendants' side exhibits :

Ex.B1	24.04.1986	Letter written by Dhakshinamurthy to Nandagopal.
Ex.B2	24.04.1986	Letter written by Dhakshinamurthy to his father.
Ex.B3	04.10.2009	Unregistered lease agreement.
Ex.B4	20.11.1974	Registered sale deed executed by Janaki Rathinammal in favour of Nandagopal.
Ex.B5	---	Xerox copy of pension payment order of Nandagopal and Santhanalakshmi (compared with originals).
Ex.B6	17.09.1992	Extract of Town survey register (marked with objection)
Ex.B7	23.02.2016	Thoraya patta issued in the name of defendants.
Ex.B8	---	Series of property tax receipts in the name of Nandagopal.
Ex.B9	2010-2021	Series of property tax receipts in the name of Santhanalakshmi.
Ex.B10	22.04.1976	Letter of transfer of EB connection in the name of V.Nandagopal.
Ex.B11	2000-2010	Series of electricity bills in the name of Nandagopal.
Ex.B12	2004-2021	Series of water tax receipts in the names of Nandagopal and Santhanalakshmi.
Ex.B13	12.05.1968	Certified copy of sale deed executed by Manickammal in favour of Vedachala Mudaliar.
Ex.B14	10.11.1988	Death certificate of Vedachala Mudaliar.
Ex.B15	16.09.1991	Death certificate of Devaki.

- Ex.B16 24.11.2006 Certified copy of sale deed executed by
Nandagopal and Dhakshinamurthy in favour of
Jayachandran.
- Ex.B17 24.11.2006 Certified copy of sale deed executed by
Nandagopal and Dhakshinamurthy in favour of
Jayachandran.
- Ex.B18 10.01.2012 Registered settlement deed executed by
Santhanalakshmi in favour of Venkataramanan.
- Ex.B19 09.02.2012 Computerized patta in the name of
Venkataramanan.
- Ex.B20 --- Series of Kist receipts in the name of
Venkataramanan.

Court side witness :

CW1 Thiru.Rajesh, Tahsildhar.

Court side exhibit :

Ex.C1 Series of documents for transfer of patta proceedings.

Principal District Judge,
Chengalpattu.