



IN THE COURT OF DISTRICT JUDGE, MAYILADUTHURAI.

Present: Tmt. R. Sathia Thara, M.A., M.L.,

District Judge, Mayiladuthurai

Monday, the 29th day of June 2026

2057 Thiruvalluvar Aandu Parapava Varudam on 15th day of Aani Thingal

CNR. No. TNMY-0100-0539-2019

Original Suit No. 31/2017

1. Vijayalakshmi
2. Meeradevi
3. Subbulakshmi
4. Ramathilagam
5. Rajivgandhi
6. Venkatesa Perumal

....Plaintiffs

Vs.

1. Meerabai (Died)
2. Krishna kumar (Died)
3. Rengasamy
4. Kalaiselvi
5. Kamala
6. Prema
7. Rajakumari
8. Sivakumar
9. Sub Registrar,
Sub Registrar Office, Tharangambadi.
10. Veerasamy
11. Nithyakalyani
12. Nandhagopal

....Defendants

(Amended as per order in IA No. 5/2023 dated 08.06.2023)

This suit came up for the final hearing on 24.06.2026 in the presence of Advocate Thiru. R. Sivapunniyam and Thiru.K. Elaiyaraja, counsel for the plaintiffs and

Advocate Thiru. A.R. Sivanesan, Counsel for D5, D7 and D12 and D3, D4, D6, D8 to D11 called absent, remained ex parte and D1, D2 died and upon hearing arguments of both the sides and upon perusing the available material records and written argument filed on both the sides and having stood over for consideration till this day, this court would deliver the following.

JUDGMENT

Suit is for preliminary decree of partition of plaintiffs 1 to 3 each 1/12 share and 1/4 share for defendants 2,3 and 10 to divide by metes and bounds and in alternatively, if the 10th defendant not appeared, his 1/4 share may be declared as belong to plaintiffs 4 to 6 and in consequence to pass final decree by appointment of advocate commissioner for division of share of the parties and for declaration that the settlement deed document number 884/11 executed by 1st defendant in favour of 2nd defendant as null and void and for a declaration that settlement deed document number 47/17, executed by the 1st defendant on 27.01.2017 in favour of the 4th defendant as null and void and for declaration that settlement deed document number 49/17, executed by the 1st defendant on 27.01.2017 in favour of the 5th defendant as null and void and for declaration that settlement deed document number 48/17, executed by the 1st defendant on 27.01.2017 in favour of the 6th defendant as null and void and for permanent injunction to restrain the defendants 1 to 6 from alienating the plaintiffs 1 to 3 share and 10th defendants' share in the suit properties and for such other reliefs.

The averments in the amended plaint in brief is as follows.

2. The first plaintiff's husband is Rajamannar, whose father is Rajagopal, and mother is 1st defendant Meerabai. The said Rajagopal and 1st defendant Meerabai had four sons Krishnakumar, Veerasamy, Rajamannar and Rengasamy and 4 daughters Kalaiselvi, Kamala, Raja Kumari and Prema. The suit schedule properties

and other items initially were joint family properties of late Rajagopal Naidu and his four sons. It was maintained by late Rajagopal Naidu as Kartha of the joint family property. The said Rajagopal Naidu died on 15.07.1996. Prior to his death, the said Rajagopal Naidu executed a Will dated 20.08.1982, which is sham and nominal, and not came into force. On 13.03.1998 to enjoy the joint family properties to the convenience and possession late Rajagopal Naidu's wife, 1st defendant along with 13 of their sons, defendants 2, 3, 10 and late Rajamannar, the father of the plaintiffs 1 to 3 entered into an unregistered family settlement in the presence of witnesses and it was signed by them in which A to B schedule properties were shown as items. Further, Muchalika was also executed on 05.10.2002, confirming the family settlement dated 13.03.1998, in the presence of Panchayatars. Further, for the maintenance of first defendant, in addition NBS Primary School accommodated in Pillayadi, Allikuttai Thidal was allotted. Apart from the properties mentioned in those two documents, the defendants 1 to 3 and 10th defendant and late Rajamannar, the father of plaintiffs 1 to 3 were each allotted a house and they enjoyed the Nanja land of their portion separately. Further, 10th defendant and late Rajamannar, the father of plaintiffs 1 to 3 while they were alive executed sale deed in respect of the properties allotted to them by virtue of two documents and they also transferred patta in their names in respect of the properties received by those documents. Allikuttai Thidal was enjoyed in common by defendants 2, 3, 10 and plaintiffs 1, 2, 3. The female daughters of late Rajagopal Naidu and 1st defendants were married by providing huge jewels and Sridhana articles and they were not allotted any shares in the properties. In Alikuttai Thidal, Krishna Kumar, Veerasamy, Rajamannar, Rengasamy each entitled to 1/4 share and they are enjoyed in common in the year 2017. Seema Karuvela trees were removed in the suit properties by plaintiffs as per direction of Madurai Bench of Madras High Court.

3. The properties mentioned in 13.03.1998 and 05.10.2002 documents Muchalika were purchased by Rajagopal Naidu out of the income of his ancestral properties and joint family properties in the name of Rajagopal and 1st defendant and in the name of 10th defendant Veerasamy and Rajamannar name. The 1st defendant has no individual right over the properties purchased in her name. She is only a housewife and unemployed and at the time of marriage, she was provided with only three sovereigns of jewels and she has not purchased these suit properties individually and she has no sufficient income to purchase the properties in her name. Further, the 1st defendant's parents also have no sufficient means to purchase property in the name of their daughter. Late Rajamannar, husband of first plaintiff and father of plaintiffs 2 and 3, died on 11.9.2010. Veerasamy was missed in Chennai on 13.6.2013, complaint given in Koyambedu, Chennai Police Station in Crime Number 569/2013. By taking advantage of the death of Rajamannar and missing of Veerasamy, knowing that Krishnakumar, Veerasamy, Rajamannar and Rengasamy each entitled to undivided 1/4 share. If the 2nd defendant received a settlement document number 284/2011 on 12.07.2011, as if executed by first defendant Meera Bai, which is null and void. The 1st defendant has no right to execute a settlement deed. It was executed in coercion and is invalid in law and the property in respect of that document is in joint possession. Already muchalika was executed and oral partition of 1/4 share was affected and so the settlement deed executed is hit by the principle of estoppel. Settlement deed fraudulently executed by 1st defendant in favour of defendants 4 to 6 on 27.01.2017 with respect of 1st item of the suit property as it was received by Meerabai through Will. This is also null and void as still in joint possession. It is denied that the suit properties are self-acquired properties of Rajagopal Naidu, as noted in reply notice, sent by defendants 1 to 3. The properties are joint family properties of Rajagopal Naidu were orally partitioned and Panchayat muthalika was executed and so alleged settlement deed executed as stated by first

defendant is invalid in law. The 2nd defendant not sent any reply notice as agreed oral partition is true. Since Veerasamy is necessary party added as 10th defendant though he was found missing, his wife was added as 4th plaintiff and daughters are 5th and 6th plaintiffs and Veerasamy share was enjoyed by them. 7th defendant Rajakumari is the daughter of Rajagopal Naidu is added as formal party. No relief claimed against 7th defendant. The 9th defendant Sub-Registrar Mayiladuthurai is added as formal party as settlement was registered. Sale agreement executed by 8th defendant on 24.10.2013 in favour of second defendant in contrary to law is invalid and so 8th defendant added as necessary party. The said sale agreement is invalid. The plaintiff sent legal notice on 09.04.2014 and coming to know of settlement deed executed by 1st defendant in favour of 2nd defendant. The defendants 1 and 2 not ready to enter into compromise and attempting to alienate the property. Hence, the partition suit is filed.

The averments in the written statement filed by the 2nd defendant adopted by defendants 1, 5 and 7 in brief is as follows:

4. The relationship between the plaintiffs and defendants is admitted. It is true that Rajagopal, husband of first defendant died on 15.7.1996. The self-acquired properties of Meerabai was purchased in the year 13.3.1973 from Ganapathi Chettiyar and Vairakannu Chettiyar is second item in Survey No. 236/7 with 19 cent vacant site. She executed settlement deed dated 12.7.2011 in favour of second defendant and there upon 2nd defendant is in possession and enjoyment of the said property. The said property is punja land. It was wrongly mentioned in plaint in survey number 233/7 first item 19 cent land and second item survey number 237/7, 19 cent on the northern side of nanja. The second defendant is not in connection with the details of properties mentioned in the plaint. The suit survey number and details are not correctly mentioned in plaint. It is incorrect to state that Will executed by Rajagopal on 20.8.1988 not came into force. It is incorrect to state that properties

purchased by Rajagopal Naidu in the name of his wife 1st defendant out of income of ancestral property and joint family property. The properties in the name of Meerabai was purchased out of her 13 pt Sridhana properties and income of her parents and it is enjoyed in separate possession of Meerabai. It is wrong to state that settlement deed was fraudulently executed in favour of 2nd defendant by 1st defendant on 12.7.2011. It is incorrect to state that the properties executed by 1st defendant, in favour of 2nd defendant are in common possession of 1st defendant, 10th defendant, Veerasamy and Rajamanar. As per oral partition, each entitled to 1/4 share and Muchalika executed undivided among them is not true. It is incorrect to state that as 2nd defendant accepted oral partition, failed to send reply notice. It is wrong to state that Sub-Registrar, Mayiladuthurai is added as formal party, while sale agreement was registered in the office of 9th defendant. It is incorrect to state that 2nd defendant without valid title executed sale agreement on 24.10.2003 in favour of 8th defendant, contrary to law. It is valid in law. No mediation was called for. There is no cause of action. The court fee paid is incorrect. The plaintiffs are not entitled to reliefs. The suit survey number and properties described, incorrect. Hence suit to be dismissed with costs.

The averments in the written statement filed by 12th defendant in brief is as follows:

5. The 2nd defendant is the father of the 12th defendant. The 2nd defendant died on 12.01.2019 his legal heir was impleaded as 12th defendant. The 1st defendant Meerabai and her husband Rajagopal Naidu are grand-parents of 12th defendant. The first item of the suit property, survey number 233/4, 40 cent punja land, survey number 233/6, 13 cent punja land and survey number 233/7, 19 cent punja land, in total 72 cents punja land was purchased property on 22.01.1968 by Rajagopal Naidu. The second item of the property survey number 233/3, 73 cent punja land, survey

number 233/7, 19 cent punja land. In total 92 cent punja land was purchased on 13.03.1973 by 1st defendant. The total extent in survey number 233/7 is 38 cent as per the two sale deeds. Out of it 19 cents was purchased by Rajagopal Naidu and remaining was purchased in the name of 1st defendant separately. The Rajagopal Naidu in respect of remaining 1st item of the suit property executed Will dated 28.08.1982 and accordingly A schedule allotted to 1st defendant Meerabai, B schedule allotted to 2nd defendant Krishna Kumar, C schedule allotted to 10th defendant Veerasamy, D schedule allotted to 1st plaintiff's husband and 2nd and 3rd plaintiffs father Rajamannar and E schedule property allotted to 3rd defendant Rengasamy. Even after execution of Will, Rajagopal Naidu lived for 13 years without making any alteration in Will and cancellation of will. He died on 15.7.1996. At the time of execution of Will, his female daughter Prema alone remained unmarried and other female daughters were married and therefore in the Will he allotted more properties to his wife 1st defendant to arrange marriage for his daughter Prema and to meet the marriage expenses and during lifetime of Rajagopal Naidu his male heirs enjoyed separately the properties allotted to them and even after his death also they enjoyed separately in the properties allotted to them. After the death of Rajagopal Naidu and lapse of two years. Rajamannar the husband of 1st plaintiff and father of plaintiffs 2 and 3 and 10th defendant to extract the more properties allotted to first defendant created problem in the presence of Panchayathars and therefore a document was executed in white paper on 13.02.1998 and on 05.10.2002 and they were not registered. Since, Rajamannar, the husband of 1st plaintiff and father of plaintiffs 2 and 3 and the 10th defendant were interested in selling the properties to grab monies. The documents 13.02.1998 and 05.10.2002 were not registered by the 1st defendant. Rajamannar and 3rd defendant sold the properties allotted to them in D and E schedule in the Will executed to one Kaliyaperumal and so the 1st defendant was not willing to allot the properties to her male heirs. Further, the remaining item in

D schedule allotted to Rajamanar was also sold by him on 25.03.2009 in favour of G. Ilayaraja and the 10th defendant also sold the C schedule property allotted to him by Will in favour of the said G. Ilayaraja and the 12th defendant also sold C schedule allotted to him by Will in favour of the said G. Ilayaraja on 25.04.2009 and therefore to restrain them from further sale, 1st defendant executed settlement deed dated 12.07.2011 in favour of 2nd defendant. Further 1st defendant also executed the properties allotted to her in Will in favour of the 3rd defendant by virtue of settlement deed on 25.07.2011 and therefore 1st plaintiff and 10th defendant indulged in quarrel with the 3rd defendant and 1st defendant and received each Rs.1,00,000/- from the 3rd defendant on 21.01.2011 and Rs.1,50,000/- and also executed a consent letter as have no claim in the settlement deed executed by 1st defendant in favour of the 3rd defendant. The 1st and 3rd defendants also sent reply notice to plaintiffs 1 and 5. The said consent document as original was in the custody of the 3rd defendant. The 2nd defendant who received the property on execution of settlement deed dated 24.10.2013 executed a sale agreement in favour of 8th defendant. So, the 1st and 5th plaintiff sent legal notice on 09.04.2014. The defendants 1 and 3 sent reply notice on 17.04.2014 and it was received by plaintiffs 1 and 5 and for three years not initiated any legal action and then, the 1st defendant executed settlement deed dated 27.01.2017 in favour of her daughters Kalaiselvi, Prema, Kamala and Rajakumari. After the demise of 2nd defendant, his legal heirs, 12th defendant and sister Nithya Kalyani executed a release deed in document number 128/2021 and 129/2021. The Will executed by Rajagopal Naidu was sham and nominal came into effect only through Rajamanar, the husband of 1st plaintiff and father of 2nd and 3rd Plaintiffs. Hence, the suit to be dismissed.

6. Based on the pleadings, the following issues were framed for trial.

- 1) Whether the plaintiff's 1 to 3 are entitled to 1/12 share in the suit properties?

Whether it is true that the Will dated 20.08.1998 not came into force?

- 2) Whether the settlement deed dated 12.07.2011 is valid?
- 3) Whether the plaintiffs are entitled to relief of partition as claimed for?
- 4) Whether the plaintiffs are entitled to the relief of declarations as prayed for?
- 5) Whether the plaintiffs are entitled to relief of injunction as prayed for?
- 6) To what other reliefs the plaintiffs are entitled to?

7. On the side of the plaintiffs, 5th plaintiff was examined as PW1 and Exs. A1 to A17 were marked and Thiru. Kanthasamy was examined as PW2 and Thiru. Rengasamy was examined as PW3 and on the side of the defendants, 5th defendant was examined as DW1 and Thiru. Nandagopal was examined as DW2 and Exs. B1 to B10 were marked.

Gist of argument on the side of the plaintiffs:

8) The learned counsel for the plaintiffs would submit that in pursuance of muchalika dated 13.03.1998 and 05.10.2002, the parties have taken possession of the properties and it confirms the fact of division of the properties in the presence of panchayatars and does not require any stamp duty and registration and it is held in AIR 1976 SC p. 807 that Karavolai indicate for merely identified the property and does not constitute the partition deed and memorandum has been prepared after family arrangement either for the purpose of record or information of court. Memorandum itself does not create any right in the immovable property and therefore it does not fall within the mischief of Section 72 of Registration Act. In pursuance of the family arrangement parties have taken possession of the property and mutation also is made. Besides the Supreme Court makes it clear the parties to the Muchalikas are estopped from questioning the muchalika by the principles of estoppel. Therefore as per the decision of the Supreme Court, the above said Muchalikas are admissible in evidence for a limited purpose mentioned by the

Supreme Court.

9. Further the learned counsel for the plaintiffs would submit that 12th defendant in his written statement admitted the execution of two muchalikas and also admitted in his evidence and further more 1st defendant was offered only 3 sovereigns at the time of marriage and also had no independent source of income and her parents are not financially sound and she has no monetary capacity to purchase the 2nd item of the property and so has no right to execute settlement deeds in favour of 2nd defendant, 4th defendant and 5th defendant and therefore the suit is to be decreed in favour of plaintiffs declaring their share for partition and for declaration of settlement deeds executed by 1st defendant as null and void and for permanent injunction to restrain the defendants from alienating the plaintiffs share.

Gist of argument on the side of the 5th, 7th and 12th defendants:

10) The learned counsel for the defendants would submit that the late Rajagopal Naidu executed Will dated 20.08.1982 in respect of his property and other properties and the said Will was not filed by the plaintiffs and the will had come into force and the properties allotted to the defendants 1 to 3 and Rajamannar and Veerasamy were also sold by them in the year 2007 and 2009 and 2002 and gift settlement deeds also executed by 1st defendant in respect of the property allotted to her by virtue of Will in favour of 2 to 6 defendants and there by the Will was acted upon and 1st defendant by virtue of execution of Will and property purchased in her name, she became absolute owner as per section 14 of Hindu Succession Act, and therefore she is entitled to execute settlement deeds Exs.A11 to Ex.A14 and Ex.B10 in respect of defendants and therefore, the plaintiffs are not entitled to partition and for declaration of those settlement deeds as null and void and for permanent injunction to restrain the defendants from alienating the suit properties and therefore

the suit to be dismissed with cost.

Issue Nos.1 to 5:

11) The suit 1st item of the property is comprised in S.No. 233/4 – 40 cents, S.No.233/6- 13 cents, S.No.233/7- 19 cents in total 72 cents with trees located in Thillayadi Village Panchayat, Mayuram Taluk at present Tharangambadi Taluk. The 2nd item of the suit property is comprised in S.No. 233/7- 19 cents on the northern side Nanja land with several trees located in Thillayadi Village Panchayat, Mayuram Taluk at present Tharangambadi Taluk.

12) It is the case of plaintiffs that the suit schedule properties originally belonged to late Rajagopal Naidu as joint family properties along with his four sons. The said Rajagopal's wife is 1st defendant Meerabai. They had four sons Krishnakumar, Veerasamy, Rajamannar and Rengasamy and four daughters Kalaiselvi, Kamala, Rajakumari and Prema. The plaintiffs 1 to 3 are the legal heirs of Rajamannar, the son of Rajagopal Naidu. The 1st plaintiff is the wife of deceased Rajamannar. The 2nd and 3rd plaintiffs are daughters of deceased Rajamannar. The said Rajagopal Naidu died on 15.07.1996. The said Rajagopal's son Rajamannar died on 11.09.2010. It is admitted that late Rajagopal Naidu son Veerasamy was missed in Chennai on 13.06.2013 and complaint given in Koyembedu, Chennai P.S in Cr.No.569/2013. The said Veerasamy was added as a 10th defendant and his wife is the 4th plaintiff and his daughters are 5th and 6th plaintiffs. The 2nd and 3rd defendants are Krishnakumar and Rengasamy who are other sons of Rajagopal Naidu and his wife is 1st defendant Meerabai. The defendants 4 to 7 are daughters of Rajagopal Naidu and his wife 1st defendant. Later 2nd defendant Krishnakumar also died on 20.01.2019 and his legal heirs are his daughter 11th defendant and son 12th defendant Ex.B8 is the death certificate of 2nd defendant Krishnakumar. The 8th defendant

Sivakumar S/o. Ramasamy executed sale agreement dated 24.10.2013 in favour of 2nd defendant and so added as formal party. The 9th defendant, Sub-Registrar of Mayiladuthurai is also added as formal party as settlement deeds in respect of family property was registered. The relationship between both parties was admitted on both sides.

13) To substantiate the claim of the plaintiffs that suit property item No.1 originally belong to Rajagopal Naidu Ex.A1 sale deed dated 22.01.1968 was filed as executed by one Seethammal in favour of Rajagopal Naidu. Further, in respect of 2nd item of the suit property Ex.A2 sale deed executed by one Ganapathy chettiyar and Vairakannu Chettiyar in favour of 1st defendant Meerabai, who is the wife of the Rajagopal Naidu was also produced. Ex.A3 is the death certificate of Rajagopal Naidu who died on 15.07.1996. Though the plaintiffs submit that the said Rajagopal Naidu executed a Will dated 20.08.1982 in favour of his wife 1st defendant Meerabai and his four sons, it is sham and nominal and not come into force as they were enjoyed in common by joint family subsequently and on 13.03.1998 to enjoy the joint family properties to the convenience of Rajagopal Naidu's wife along with their sons defendants 2 and 3, 10 and late Rajamannar, the father of the plaintiffs 1 to 3, they entered into an unregistered family settlement in the presence of the witnesses. But the family settlement relied on the side of the plaintiff was not produced as document. But the plaintiffs submit that in confirming the above family settlement they executed Ex.A4 muchalika on 05.10.2002. A careful reading of Ex.A4 muchalika it is noted that the particulars of alleged unregistered family settlement entered between Rajagopal Naidu's wife, 1st defendant along with their sons 2,3 and 10 and late Rajamannar, the husband of the 1st plaintiff and father of the plaintiffs 2 and 3 was not specifically mentioned. To prove that muchalika was executed, the witness Kandhasamy in Ex.A4 muchalika was examined as PW.2 who admit execution of

muchalika in the family of plaintiffs and he and one Anbalagan signed as witness and accordingly family of Krishnakumar enjoyed the properties and the said muchalika was executed 10 years back and his signature is also identified by him and that he signed as a witness for the muchalika partition effected in the plaintiffs family on 05.10.2002.

14) Further, the 3rd defendant Rengasamy was also examined on the side of plaintiffs as PW.3 to prove the execution of Ex.A4 muchalika. He is one of the beneficiary as legal heir of deceased Rajagopal naidu and his wife 1st defendant. The 3rd defendant also admitted his signature as signed 4th in muchalika dated 05.10.2002 and he enjoyed the property accordingly and he also support the contention of the plaintiffs that alleged Will executed by Rajagopal not come into force. However, it is admitted in Ex.A8 legal reply notice dated 17.04.2014 that Rajagopal Naidu executed Will dated 20.08.1982 and in which A schedule Sriram Vilas Rice Mill, Allikuttai ground land, National Vidya Sala Primary school and 2 acre lands and house was allotted to 1st defendant Meerabai and as per Will B schedule was allotted to Thiru. Krishnakumar and C schedule was allotted to Thiru. Veerasamy and D schedule was allotted to Thiru. Rajamannar and E schedule was allotted to Thiru. Rengasamy and after the demise of Rajagopal Naidu, the Will came into force and subsequently in the presence of panchayatars on 13.03.1998, the 1st schedule noted in partition deed was allotted to Thiru. Krishnakumar and 2nd schedule was allotted to Veerasamy and 3rd schedule was allotted to Rajamannar and 4th schedule was allotted to Rengasamy and 5th schedule was allotted to Meerabai. But subsequently it was altered in the presence of Panchayatars on 05.10.2002 that 1st schedule noted in partition deed was allotted to Thiru. Krishnakumar and 2nd schedule was allotted to Veerasamy and 3rd schedule was allotted to Rajamannar and 4th schedule was allotted to Rengasamy and 5th schedule was allotted to Tmt. Meerabai which includes Ramavilas rice mill and annexed

vacant site on the back side and National Vidya Sala school and after her life time if it was not sold it could be equally shared among her four male heirs Thiru. Krishnakumar, Thiru. Veerasamy, Thiru. Rajamannar and Thiru. Rengasamy and the 1st defendant who received the property Ramavilas rice mill by virtue of registered Will dated 20.02.1982 sold to third party in the year 2010 itself and also executed Ex.A11 settlement deed dated 12.07.2011 in respect of portion in Allikuttai Thidal in favour of Thiru. Krishnakumar, 1st defendant and in respect of the remaining portion she executed Will in favour of Thiru. Rengasamy, the 3rd defendant and in favour of her 4 daughters and it is well known to the plaintiffs also and due to her old age, the 1st defendant had executed settlement deed dated 10.01.2011 in respect of school and administration due to her old age in favour of Tmt. Parimalam, the wife of 2nd defendant Rengasamy and there upon the 1st plaintiff Tmt. Vijayalakshmi and Veerasamy received Rs. 1,00,000/- and Rs.1,50,000/- (One) and given consent letter that they have no claim in respect of school and it was suppressed by the plaintiffs and sent Ex.A7 legal notice dated 09.04.2014. On receipt of Ex.A8 reply notice dated 17.04.2014 sent by defendants 1 to 3, the plaintiffs not sent any rejoinder notice but later filed suit for partition and declaration and to set aside the alleged settlement deeds Exs.A12 to Ex.A14 dated 27.01.2017 executed by 1st defendant in favour of 4 to 6 defendants and for permanent injunction to restrain the defendants 1 to 6 from alienating the suit properties. However, the suit was filed only on 29.04.2017.

15) Further, the plaintiffs in Ex.P7 legal notice categorically admit the partition held in the presence of panchayatars on 18.03.1998 and also execution of muchalika on 09.10.2002 and also admit the allocation of Rice mill and National Vidyalaya school to 1st defendant by virtue of the said partition and after partition as per muchalika they are enjoying the properties allotted to them separately. However, the averments of plaintiffs in the said notice that “the 1st defendant was vested with only

life enjoyment limited interest in respect of rice mill worth about Rs.20,00,000/- and National Vidyalaya School which is worth about Rs. 50,00,000/- and so in contrary to violation of terms in muchalika dated 09.10.2002 the execution of settlement deed by her in favour of Rengasamy, the 3rd defendant is to be set aside and the execution of Will by 1st defendant in favour of Veerasamy in respect of Allikuttai thidal and settlement deed dated 12.07.2011 in favour of 3rd party in respect of Allikuttai thidal by the 1st defendant is not valid in law and if the defendants not accept the muchalika they are ready to file partition suit and for cancellation of above Will and settlement deeds". Therefore, on perusal of Ex.A4 muchalika dated 05.10.2002 it is specifically noted that 1st defendant Meerabai was allotted Ramavilas Rice mill located in Thillaiyadi savadi street and annexed vacant site and National Vidya sala NVS school and if she had not sold the properties during her life time it can be equally divided among her male heirs Veerasamy, Rajamannar and Rengasamy after her life time. Thus it is clearly established that 1st defendant is vested with absolute right over the rice mill and the school and therefore she is having absolute right to dispose of the property acquired by her through the Will Ex.B1 dated 20.08.1982 executed by her husband late Rajagopal Naidu and Ex.A2 sale deed dated 13.03.1973 in respect of the 2nd item of the suit property acquired in her name as the plaintiffs failed to prove that out of the income of the joint family property it was purchased by Rajagopal Naidu in the name of his wife 1st defendant Meerabai and she is only a name lender.

16) Further, the learned counsel for the plaintiffs relied the decision reported in 2023 (1) LW 613 in the case of G. Felshia Vasanthi Vs. R. Sekar @ Gunasekar where in it is held that it is well established that the statutory presumption can be rebutted either by adducing independent evidence or by showing inherent improbabilities in the case of the person who is claiming benefit of presumption. It is not the case of the appellant that the property was purchased by the respondent for her beneficial

interest. On the other hand, it is her case that she purchased the property with the use of funds provided by her father which is contrary to the statutory provision and therefore held that respondent established he had purchased property from his funds in her name. However in the case in hand, the plaintiffs failed to prove that out of the income of the joint family property it was purchased by Rajagopal Naidu in the name of his wife 1st defendant Meerabai and she is only a name lender.

17) Per contra, the learned counsel for the defendants, relied on the decision reported in 2011(4) Supreme Court Cases (Civil) 770 in the case of Marabasappa (Dead) by LRS. and others Vs. Ningappa (Dead) by LRS.8 and others wherein it was held that there is no presumption that of joint family property, and there must be some strong evidence in favour of the same but on the evidence if it is established that the property was joint Hindu family, then the burden shifts to the party alleging self-acquisition to establish affirmatively that property was acquired without the aid of the joint family property by cogent and necessary evidence and so held that the property is absolute self acquired properties of Parvatevva.

18) Further in the decision reported in 2014(4) LW 695 in the case of G.Mohandoss and others vs. G.Shanmugham and others wherein it was held that failed to prove existence of nucleus, the inevitable presumption is that the acquisition in-question is nothing but self acquisition and if the property acquired is standing in the name of female member of a joint family, she need not prove as to how she acquired it and the property belong to the mother by purchase is her self acquired property. Thus as per the Hindu law under Section 14(1) of the Hindu Succession Act, when the properties stand in the name of a female member, presumption is that those properties are the separate properties of the female member, in whose name, those properties were purchased.

19) Further Section 14 of the Hindu Succession Act is applicable to 1st defendant for the property purchased in the name of her. Moreover section 14 reads as under:

Property of female Hindu to be her absolute property:

(i) Any property possessed by a female Hindu whether acquired before or after the commencement of this Act, shall be held by her as full owner thereof and not as limited owner. In this sub-section, "property" includes both movable and immovable property acquired by a female Hindu by inheritance or devise, or at a partition, or in and lieu of maintenance or arrears of maintenance, or by gift from any person, whether a relative or not, before, at or after her marriage, or by her own skill or exertion, or by purchase or by prescription, or in any other manner whatsoever, and also any such property held by her as stridhana immediately before the commencement of this Act.

(ii) Nothing contained in sub-section shall apply to any property acquired by way of gift or under a Will or any other instrument or under a decree or order of a civil Court or under an award where the terms of the gift, Will or other instrument or the decree, order or award prescribe a restricted estate in such property"

20) Thus, Section 14 of the Hindu Succession Act, 1956 clearly mandates that suit property of a female Hindu is her absolute property and she, therefore, has full ownership. The explanation of Sub-section (1) further clarifies that a Hindu woman has full ownership over any property that she has acquired on her own or as stridhana. As a consequence, she may dispose of the same as per her wish and that the same shall not be treated as a part of the joint Hindu family property.

21) In so far as of 2nd item of the suit property is concerned, admittedly it was purchased in the name of mother 1st defendant Meerabai. So the 2nd item of the suit

property as standing in the name of female member of Hindu joint family, it cannot be treated as joint family properties and the mother 1st defendant Meerabai need not prove as to how she acquired it.

22) Therefore it is well settled that properties acquired and stand in the name of a female member of a Hindu joint family cannot be treated as joint family properties and the female member need not prove as to how she acquired it as per section 14 of the Hindu Succession Act 1956. As per Section 14(1) of the Hindu Succession Act 1956 and in view of above citations, the 2nd item suit property purchased in the name of Meerabai is her self acquired property.

23) Accordingly, the 1st defendant became absolute owner in respect of item 2 of the suit property and also became absolute owner in respect of item 1 of the suit property by virtue of Will Ex.B1 executed by her husband in favour of her and also by virtue of muchalika Ex.A4 executed between 1st defendant and her 4 sons and therefore she is also competent to execute settlement deeds Exs.A11 to Ex.A14 in favour of her son 2nd defendant and daughters 4 to 6th defendants respectively.

24) Furthermore, in Ex.A11 it is clearly recited that the property noted in Settlement deed is her self acquired property by virtue of Ex.A2 sale deed 1973. Further in Exs.A12 to Ex.A14 it is clearly recited that she had acquired the property by virtue of Will dated 15.07.1996 executed by her husband Rajagopal Naidu. Further in Ex.B2 sale deed executed by late. Rajamannar, son of Late Rajagopal Naidu in favour of one Kaliyamoorthy on 10.06.2007 also it is categorically admitted that late Rajamannar received the D schedule properties by Will was noted in that sale deed was allotted to him by virtue of Will dated 20.08.1982 alleged to have executed by his father Rajagopal Naidu. Therefore, the contention of the plaintiffs 1 to 3

relationship who are the legal heirs of late. Rajamannar and the plaintiffs 4 to 6 who are the legal heirs of Veerasamy that the Will dated 1952 is sham and nominal and not come into force is not acceptable.

25) Further in Ex.B3 sale deed executed by 3rd defendant Rengasamy, son of Late Rajagopal Naidu in favour of one Kaliyamoorthy on 10.06.2007 also it is categorically admitted that Rengasamy received the E schedule properties by Will was noted in that sale deed was allotted to him by virtue of Will dated 20.08.1982 alleged to have executed by his father Rajagopal Naidu. Therefore, the contention of the plaintiffs 1 to 3 who are the legal heirs of late. Rajamannar and the plaintiffs 4 to 6 who are the legal heirs of Veerasamy that the Will dated 1952 is sham and nominal and not come into force is not acceptable.

26) Further in Ex.B4 sale deed executed by late. Rajamannar, son of Late Rajagopal Naidu in favour of one Ilaiyaraja on 25.04.2009 also it is categorically admitted that late Rajamannar received the D schedule properties by Will was noted in that sale deed was allotted to him by virtue of Will dated 20.08.1982 alleged to have executed by his father Rajagopal Naidu. Therefore, the contention of the plaintiffs 1 to 3 who are the legal heirs of late. Rajamannar and the relationship e plaintiffs 4 to 6 who are the legal heirs of Veerasamy that the Will dated 1952 is sham and nominal and not come into force is not acceptable.

27) Further in Ex.B5 sale deed executed by 10th defendant Veerasamy, son of Late Rajagopal Naidu in favour of one Ilaiyaraja on 25.04.2009 also it is categorically admitted that Rengasamy received the C schedule properties by Will was noted in that sale deed was allotted to him by virtue of Will dated 20.08.1982 alleged to have executed by his father Rajagopal Naidu. Therefore, the contention of the plaintiffs 1 to 3 who are the legal heirs of late. Rajamannar and plaintiffs 4 to 6 who are the legal heirs of Veerasamy that the Will dated 1952 is sham and nominal and not come into force is not acceptable.

28) Further in Ex.B6 sale deed executed by 2nd defendant Kri relationship shnakumar, son of Late Rajagopal Naidu in favour of one Ilaiyaraja on 20.04.2002 also it is categorically admitted that Krishnakumar received the B schedule properties by Will was noted in that sale deed was allotted to him by virtue of Will dated 20.08.1982 alleged to have executed by his father Rajagopal Naidu. Therefore, the contention of the plaintiffs 1 to 3 who are the legal heirs of late. Rajamannar and plaintiffs 4 to 6 who are the legal heirs of Veerasamy that the Will dated 1952 is sham and nominal and not come into force is not acceptable.

29) Further in Ex.B10 gift settlement deed executed by 1st defendant Meerabai, wife of Late Rajagopal Naidu in favour of her son Rengasamy 3rd defendant on 25.07.2011 also it is categorically admitted that she received the A schedule properties by Will was noted in that settlement deed was allotted to her by virtue of Will dated 20.08.1982 alleged to have executed by her husband Rajagopal Naidu. Therefore, the contention of the plaintiffs 1 to 3 who are the legal heirs of late. Rajamannar and plaintiffs 4 to 6 who are the legal heirs of Veerasamy that the Will dated 1952 is sham and nominal and not come into force is not acceptable. Accordingly issue No. 1 to 5 are answered as against the plaintiffs.

Issue No. 6:

30) Considering the relationship between the parties, the parties are directed to bear their own costs. Accordingly, this issue is answered as against the plaintiffs.

In the result, suit is dismissed. Considering the relationship between both parties, they are directed to bear their own costs.

Dictated to the steno-typist, typed by her directly in computer, corrected and pronounced by me in the open court this 29th day of June 2026.

**District Judge,
Mayiladuthurai.**

List of witness examined on the side of the plaintiffs :-

P.W.1 - Rajivgandhi (4th plaintiff)

P.W.2 - Kandhasamy

PW.3 - Rengasamy (3rd defendant)

List of documents marked on the side of the plaintiffs :-

Ex. A1	22.01.1968	Sale deed of the Item No. 1 suit property executed by the Seethammal in favour of Rajagopal Naidu - Certified Copy
Ex. A2	13.03.1973	Sale deed of the Item No. 2 suit property executed by the Ganapathy Chettiyar and Vairakannu Chettiyar in favour of 1st defendant - Certified Copy
Ex. A3	13.10.2016	Death certificate of Rajagopal Naidu issued by Tharangambadi Registrar - Original
Ex. A4	05.10.2002	Panchayat Muchalika written by Rajagopal sons, daughters and wife with objection - Original
Ex. A5	29.09.2010	Death certificate of Rajamannar issued by Mayiladuthurai Municipality - Original
Ex. A6	20.02.2012	Rajamannar's Legal Heirship Certificate issued by Mayiladuthurai Taluk Officer - Original
Ex. A7	09.04.2014	Lawyer's Notice sent by the 1 and 4 Plaintiffs to 1, 2, 3 and 8th defendants - Original
Ex. A8	17.04.2014	Reply Notice sent by defendants 1 and 3 to plaintiffs 1 and 4 - Photostat Copy
Ex. A9	16.03.2017	Encumbrance Certificate from 1965 to 1986 issued by Sub-Registrar, Tharangambadi - Original
Ex. A10	15.03.2017	Encumbrance Certificate from 1987 to 2017 issued by Sub-Registrar, Tharangambadi - Original
Ex. A11	12.07.2011	Gift Settlement deed executed by the 1st defendant in favour of 2nd defendant - Certified Copy
Ex. A12	27.01.2017	Gift Settlement deed executed by the 1st defendant in favour of 4th defendant - Certified Copy
Ex. A13	27.01.2017	Gift Settlement deed executed by the 1st defendant in favour of 5th defendant - Certified Copy
Ex. A14	27.01.2017	Gift Settlement deed executed by the 1st defendant in favour of 6th defendant - Certified Copy
Ex. A15	22.06.2013	Complaint and First Information Report regarding the disappearance of the 10th defendant - Photostat Copy

Ex.A16	08.05.2017	The information sent under the Right to Information Act - Photostat Copy
Ex.A17	23.08.2017	Reply sent by the Registrar of the High Court for RTI Application

List of witness on the side of the defendants :-

DW1 – Tmt. Kamala (5th Defendant)

DW2 – Thiru. Nandhagopal (12th Defendant)

List of documents marked on the side of the defendants :-

Ex. B1	20.08.1982	The Will executed by the Rajagopal Naidu in favour of his wife and 4 sons - Certified Copy
Ex. B2	10.06.2007	The sale deed executed by the Rajamannar in favour of Kaliyamoorthy - Certified Copy
Ex. B3	10.06.2007	The sale deed executed by the 3rd defendant Rengasamy in favour of Kaliyamoorthy - Certified Copy
Ex. B4	25.04.2009	The sale deed executed by the Rajamannar in favour of Illayaraja - Certified Copy
Ex. B5	25.04.2009	The sale deed executed by the 10th defendant Veerasamy in favour of Illayaraja - Certified Copy
Ex. B6	20.04.2002	The sale deed executed by the 2nd defendant Krishnakumar in favour of Illayaraja - Certified Copy
Ex. B7	29.02.2024	Online Copies of Encumbrance Certificate from 1975 to 2024
Ex. B8	26.02.2019	Death Certificate of 2nd defendant issued by Registrar, Thillaiyadi - Photo13 ptstat Copy
Ex. B9	----	2nd defendant's PAN card - Photostat Copy
Ex. B10	25.07.2011	Gift Settlement deed executed by the 1st defendant in favour of 3rd defendant - Certified Copy

**District Judge,
Mayiladuthurai.**

Fair/Draft Judgment
O.S.No. 31/2017
Date:- 29.06.2026