

**IN THE COURT OF THE ADDITIONAL DISTRICT JUDGE,
PUDUKKOTTAI.**

**Present: N.S.Meenachandra, B.A., L.L.M.,
Additional District Judge, Pudukkottai.**

Friday, the 5th day of December 2025.

[Thiruvalluvar Aandu 2056, Visuvavasu year 19th day of Karthigai month]

**Original Suit No. 8/2015
(CNR No.TNPD01-000137-2015)**

**Original Suit No. 10/2016
(CNR No.TNPD01-000517-2016)
(Old No.175/2015 of District Munsif Cour, Pudukkottai)**

Original Suit No.8/2015.

Karuppaiah ... Plaintiff.

-Vs.-

1. Rengasamy (died)
(Amended as per Order in I.A.No.32/2019 dated 19.08.2019)
2. Subramaniyan
3. Umaiyal
4. Veeramml
5. Chellammal
6. Muthulakshmi
7. The Chairman, Co-Operative Primary Agriculture and
Rural Development Bank,Pudukkottai. ... Defendants.

Original Suit No.10/2016

Subramaniyan ... Plaintiff

-Vs.-

Karuppaiah represented by his
Power agent Sorupanandan S/o.Karuppaiah

(Amended as per order in I.A.No. 142/2024 dated 26.06.2024)... Defendants.

O.S.No.8/2015.

The suit O.S.No.8/2015 having been taken on file on 23.02.2015 by the Principal District Court Pudukkottai and then transferred to this court on 15.04.2016 and the same was taken as O.S.No.8/2015 dated 29.04.2016 and came before me for final hearing on 25.11.2025 in the presence of Learned Advocate Tr.N. Balakrishnan., Counsel for the Plaintiff and the Learned Advocate Tr.G. Arockiyasamy Counsel for the 1 to 3 defendants, Learned Advocate Tmt. P. Pandiselvi Counsel for the 7th defendant and the defendants 4 and 6 called absent remained exparte, on hearing both side arguments and perusal of documents and witnesses and having stood over under the consideration of this court till this date and this court, this day delivered the following Judgment along with O.S.10/2016 as Common Judgment.

O.S.No.10/2016.

The suit O.S.No.10/2016 originally having been taken on file on 10.07.2015 in the Court of District Munsif cum Judicial Magistrate, Pudukkottai as O.S No.175/2015, and then transferred to Principal District Court, Pudukkottai as per Order in Tr.O.P.69/2015 and this suit was renumbered as O.S.10/2016. Then this suit was made over to this court on 15.04.2016 as per the proceedings of the Hon'ble Principal District Judge, Pudukkottai and the same was taken as O.S.No.10/2016 and came before me for final hearing on 25.11.2025 in the presence of Learned Advocate Tr.Arockiyasamy, Counsel for the Plaintiff and the Learned Advocate Tr.N. Balakrishnan, Counsel for the defendant and on hearing both side arguments and perusal of documents and witnesses and having stood over under the consideration of this court till this date and this court, this day delivered the following Judgment along with O.S.8/15 as Common Judgment.

COMMON JUDGMENT**O.S.8/2015.**

This is a suit for seeking the relief of preliminary decree for partition and separate possession of the plaintiff's 1/3 shares in the suit properties by dividing the same into good and bad soil and for cost.

O.S.10/2016.

The plaintiff has filed this suit for permanent injunction restraining the defendant and his men and agents from interfering with plaintiff's peaceful possession and enjoyment of the suit property and for costs.

02. Brief contents of the plaint in O.S.8/2015:-

The suit properties and other properties are the ancestral property of Karuppiya Konar, who was found in the family line. His only son is the 1st defendant. The 1st defendant has two male children, the plaintiff and the 2nd defendant, and the 3rd to 6th defendants are four female children. The 3rd to 6th defendants were married before 25.03. 1989 and are living in their respective husband's houses. Although they have no right in the suit properties, they have been included as parties to avoid unnecessary parties. Some of the common family properties have been alienated by the 1st and 2nd defendants from the properties declared in this suit. The plaintiff, in order to not complicate the matter, has not

included them in this case. The plaintiff worked as a high school B.Ed graduate teacher and eventually retired as the headmaster. The plaintiff, through his efforts, got the 2nd defendant employed as a junior assistant in the social welfare department. He is working as a junior assistant in the social welfare department. The plaintiff spent a considerable amount of his income on the joint family. The plaintiff was living in other town due to his work. After retiring in 2013, he is living in a rented house in Pudukkottai. He has been asking the 1st and 2nd defendants to divide the common family properties amicably since July 2013. The 1st defendant has executed a settlement deed for the other properties on 02.05.2014 in favour of the 2nd defendant. It is also came to the knowledge of the plaintiff that the 1st and 2nd defendants had obtained mortgage loans from the 7th defendant, the Cooperative Bank, in 2002 without informing the plaintiff. According to the law, the plaintiff and the 2nd defendants, each have 1/3 share in the suit properties. The Inam Settlement Deed dated 02.05.2014 by the 1st defendant in favour of the 2nd defendant is not valid at all. Even if the 1st and 2nd defendants mortgage the property in question to the Cooperative Bank, it does not affect the rights of the plaintiff. The plaintiff sent a legal notice to the defendants on 25.08.2014 to assert his rights. The first 4 and 6 defendants received them and the 5,7 defendants did not receive them and returned them. The allegations in the reply notice are not true. Therefore, the plaintiff has filed this suit

03. Brief contents of the written statement of O.S.8/2015 filed by 1st defendant and adopted by 2nd and 3rd defendants is as follows:

All the facts found in the plaint are incorrect and false. From the very matter mentioned in paragraph 3(2) of the plaint, i.e. from the party's statement that some of the family properties were alienated by the 1st and 2nd defendants and that they were not included in the case because they did not want to make the issue bigger, it is clear that the plaintiff has clearly admitted that he has no right to share in the suit property. It is completely false that he helped to get him into the job. The 2nd defendant joined the job only because of his age, qualifications and skills. As the plaintiff admitted in paragraph 3(3), he was a retired graduate teacher. Through that, he got a good income and did not give even a little to his parents, his half-brothers and sisters, i.e. defendants 1 to 6, nor did he give any to any other family. He used to earn and enjoy the entire income himself. He used the income to buy and accumulate properties in the names of his wives. It is completely untrue to say that the plaintiff has been asking the defendants to make a division of the common family properties since July 2013. It is also strange that the settlement deed dated 2.5.14 in the name of defendant 2 is invalid. These defendants have responded to the lawyer's statement dated 25.8.14 in a proper manner by stating the facts and giving a statement to the plaintiff. The plaintiff was in the government service as a junior assistant. However, in order to get the job of a bank manager, out of greed, he forced his father to sell 73 cents of land in Ponnampatti village, old plot number 416/2b new plot number

292/20, Pudukkottai South Circle, in 1986 against his father's wishes. The plaintiff took the money from him and wasted it completely without getting the job of a bank manager. In 1987, out of his own income, he went to buy 0.62 cents of land in Ponnampatti village, Pudukkottai South Circle, Plot No. 293/2, owned by Sakthivel of Pudukkottai, for Rs. 25,000/-, but when he went to buy it, he stopped him and arranged for Chinnathambi of Pudukkottai to buy it and took away the Rs. 25,000/- that the 1st defendant had with him to buy it, so that the plaintiff got 0.62 cents of land. It is noteworthy that the plaintiff had given the above-mentioned sale price by saying that his share should be ten percent. In 1988, the defendant received a loan of Rs. 3000/- from Canara Bank, Pudukkottai for goat farming. He took the money away, saying that the industry was a disgrace to him. Similarly, the plaintiff also took away the bank loan of Rs. 18,000/- which was given to the 1st defendant for digging a well. As a result, the bank could not repay the loan and filed a case against him and the amount of interest and expenses amounted to Rs. 32,000/-, so the 1st defendant sold his other property and paid the loan. In 1986, the total property owned by the 1st defendant was only 2 acres and 54 cents. Even if it is taken for argument that the plaintiff had the right to claim a share in this property without accepting it, the plaintiff has filed this case with the malicious intention of tormenting and profiting by selling 1 acre and 35 cents in excess of his share, i.e. 1/3 share of 85 cents, which is available to him, and the plaintiff has received the entire money and is living comfortably, without even considering that the 1st defendant is currently in the prime

of life. The total area of the land plot number 6, which is 6 cents, consists of houses, and one half of it, 3 cents, was divided to the plaintiff by the 1st defendant for the purpose of residence. The plaintiff also obtained it from the 2nd defendant in 1990 for a price of Rs. 35,000/- and sold it. Another fact in this case is that the plaintiff has been managing without written sale deed till date. Hence, this suit may be dismissed.

04. Brief contents of the written statement of O.S.8/2015 filed by 7st defendant is as follows:

The plaintiff's claim is contrary to law, reason and the principles of natural justice. The plaintiff's case is also liable to be dismissed against this defendant / bank. Except those that are admitted, the plaintiff must prove them. The 1st and 2nd defendants have jointly applied to this 7th defendant / bank on 22.02.2002 for a loan to start a rope manufacturing business. This defendant after properly examining the documents, through its legal advisor and teams decided to grant a joint mortgage loan to them. Only the properties 1 to 5 and the 7th property mentioned in the suit schedule have been jointly mortgaged by the 1st and 2nd defendants and the same was registered with the Sub-Registrar Pudukkottai and obtained loans. It is stated that the suit properties 1 to 5 are the properties of the 1st defendant and its total area is 1.99 and its then value as per the government guidelines is Rs.1,86,463 (Rs. 93,700/- per 1 acre), and the value of the house in S.No.287-4 out of the above properties is Rs.40,000/- (As per JE report) and a total of Rs.2,26,463/-, out of which 1/3 share (As

per Legal opinion) is Rs. 75,488/-, excluding that the balance is Rs.1,50,975/-, and the 7th item of suit property in the case is S.No.80-15A1B (0.06) in Thirukattala village, which is a property purchased by the 2nd defendant on credit and its current value is Rs.10,400/- and its building value is Rs.99,000/-, the total amount of Rs.2,60,375/- however, the amount of land mortgage loan given by the bank to the 1st and 2nd defendants, Rengasamy and Subramanian was only Rs.2,59,000/-. An interest of 16% per month was charged on it. The legal advisor of this defendant's bank in his opinion stated that the 1st defendant has two sons, Karuppiah and Subramanian and 4 daughters and that Karuppiah had separated from his parents and siblings many years ago, and since it was not known at that time what his share in the mortgaged property was, he had recommended that the loan be granted jointly to Rengasamy and Subramanian properties, since the value of the remaining 2/3 of the total value of the mortgaged property was sufficient to provide the loan. In respect of the properties 1 to 5 and the 7th property found in this case, the 1st defendant and the 2nd defendant jointly, with the 2nd defendant as guardian for the then minor daughters of the 2nd defendant, Priyadarshini, have written and signed a land mortgage loan deed with this defendant bank on 16.03.2002 in the presence of appropriate witnesses. The above deed has also been registered in the Pudukkottai Sub-Registrar's Office as Document No.853 of the year 2002. The 6th item of suit property is not mortgaged with the defendant's bank. Further, as stated in the pleadings, even if the 1st defendant has made any inam settlement to the 2nd defendant, it is not maintainable. The loan

and inam settlement made while the mortgage loan was pending with this defendant/bank are not valid. The above documents do not in any way restrict the rights of this defendant/bank with respect to the above mortgage properties. The defendants have committed fraud without the consent of this defendant/and without informing the bank. Saravanan, who has acquired the property in the case mortgaged to this defendant/bank, is also to be added as a party to this suit. Because this defendant/bank has acquired the property mortgaged to this defendant bank, he is also an essential party to this suit. Further, at the time when the defendants jointly mortgaged their properties to this defendant bank (in the year 2002) the 2nd defendant signed as guardian for his daughters, minor Priyadarshini (about 7 years old). The said Priyadarshini, who is now about 21 years old is also to be added as party to this suit. It is prayed that if the court orders partition, appropriate orders may be passed to enable the recovery of the mortgage loan granted in good faith by this defendant/bank from the properties of the 1st and 2nd defendants. Hence, prayed for dismissal of the suit.

05. On perusal of pleadings and considering material records the following issues were framed on 23.06.2016 as follows in **O.S.8/2015**.

01	Whether the plaintiff is entitled to claim his 1/3 share by way this suit for partition and it's separate possession out of the suit property mentioned herein?
02	Whether the suit mentioned properties originally belonged to plaintiff's grandfather Karuppaiah Konar or separate/absolute

	property of 1 st defendant?
03	Whether the Inam/Gift settlement executed by D1 infavour of D2 is valid in the eye of law? or Whether D1 is entitled to execute gift settlement dated 2.5.2014 in favour of D2 as his own separate property.
04	Whether the mortgage executed in favour of D7 by D1, D2 is binding the plaintiff?
05	Is the any cause of action of filing the suit for partition and separate possession?
06	What are the other reliefs the parties herein entitled to?

Additional Issues framed on 02/01/2017 as follows: (O.S.8/2015)

01	1 முதல் 5 அயிட்ட தாவா சொத்துக்களில் 1, 2 பிரதிவாதிகளுக்கு 2/3 பங்கு பாத்தியதை உண்டு என்ற வகையிலும், 7ம் அயிட்ட தாவா சொத்து 2ம் பிரதிவாதி தனிப்பட்ட முறையில் கிரையம் வாங்கி கட்டிடம் கட்டியுள்ளார் என்ற வகையிலும், இந்த 7ம் பிரதிவாதி அவற்றின் பேரில் 16.03.2022 அன்று பதிவு செய்யப்பட்ட நில அடமான கடன் பத்திரத்தின் பேரில் ரூ2,59,000 ஐ 1, 2 பிரதிவாதிகளுக்கு கடனாக கொடுத்திருப்பது சட்டப்படி செல்லத்தக்கதா? வாதியை மேற்படி அடமான கடன் பத்திரம் கட்டுப்படுத்தாதா?
02	2013ம் வருடம் 2ம் பிரதிவாதி 7ம் அயிட்ட தாவா சொத்தை பொறுத்து சரவணன் என்பவருக்கு ஏற்படுத்தி கொடுத்த கிரையம் 7ம்பிரதிவாதி ஆட்சேபிப்பதுபோல சட்டப்படி செல்லத்தக்கதில்லையா மேற்படி 7ம் அயிட்ட சொத்தை பொறுத்து 2ம் பிரதிவாதி ஏற்படுத்திக் கொடுத்த கிரைய பத்திரம் தமிழ்நாடு கூட்டுறவு சங்க சட்ட வகையங்களை மீறி மோசடியாக ஏற்படுத்தப்பட்டுள்ளதா?
03	7ம் அயிட்ட தாவா சொத்தைப் பொறுத்து அதன் கிரையதாரர் சரவணனும், 2002ல் 1,2 பிரதிவாதிகள், 7ம் பிரதிவாதியிடம் கடன் பெறுவதற்காக ஏற்படுத்திய அடமான கடன் பத்திரத்தை பொறுத்தமட்டில் அன்றைய தினம் 2ம் பிரதிவாதியின் மகள் மைனர் (7 வயது) தற்சமயம் வயது வந்தவர் என்பதால் மேற்படி பிரியதர்ஷினியும் இவ்வழக்கை பொருத்தமட்டில் அவசிய தரப்பினர்களாக சேர்க்கப்பட வேண்டியவர்களா ?

O.S.No.10/2016.**06. Brief averments of plaintiff is as follows in O.S.10/2016:-**

The suit properties belong to the plaintiff and are originally exclusively vested in the plaintiff's father, K. Rengasamy. These properties, which were in his sole possession and enjoyment were vested in the plaintiff by way of inam settlement deed No. 1903/14 dated 02.05.2014 and he left these properties in his possession on the same day. The defendant is the elder brother of the plaintiff. Both of them are the only male heirs of their father K. Rengasamy. The defendant was in the government service as a junior assistant. However, in order to get the job of a bank manager, out of greed, he forced his father to sell 73 cents of land in Ponnampatti village, old plot number 416/2b new plot number 292/20, Pudukkottai South Circle, in 1986 against his father's wishes. The plaintiff took the money from him and wasted it completely without getting the job of a bank manager. In 1987, out of his own income, he went to buy 0.62 cents of land in Ponnampatti village, Pudukkottai South Circle, Plot No. 293/2, owned by Sakthivel of Pudukkottai, for Rs. 25,000/-, but when he went to buy it, he stopped him and arranged for Chinnathambi of Pudukkottai to buy it and took away the Rs. 25,000/- that the 1st defendant had with him to buy it, so that the plaintiff got 0.62 cents of land. In 1988, the defendant received a loan of Rs. 3000/- from Canara Bank, Pudukkottai for goat farming. He took the money away, saying that the industry was a disgrace to him. Similarly, the plaintiff also took away the bank loan of Rs. 18,000/- which was given to the 1st defendant for digging a well. As

a result, the bank could not repay the loan and filed a case against him and the amount of interest and expenses amounted to Rs. 32,000/-, so the 1st defendant sold his other property and paid the loan. In 1986, the total property owned by the 1st defendant was only 2 acres and 54 cents. Even if it is taken for argument that the plaintiff had the right to claim a share in this property without accepting it, the plaintiff has filed this case with the malicious intention of tormenting and profiting by selling 1 acre and 35 cents in excess of his share, i.e. 1/3 share of 85 cents, which is available to him, and the plaintiff has received the entire money and is living comfortably, without even considering that the 1st defendant is currently in the prime of life. The defendant had divided one half of the land, property number 2, which belongs to their father, along with the houses, to the plaintiff for the convenience of living. In 1990, the defendant had obtained it from the plaintiff for a price of Rs.35,000/- and sold it to the plaintiff. Another fact of the case is that the defendant went to Ooty before receiving the money and paying the rent and has been managing without paying the rent till date. In this situation, the plaintiff and his father, at the instigation of those who do not want them, filed a suit in the Pudukkottai Principal District O.S.No.8/2015, claiming a share in the father's property, and it is noteworthy that the plaintiff and are parties to it. The defendant has no right in law to claim a share in that share. Hence, this suit.

07. Written statement filed by the defendant is as follows:

The plaintiff's case should be dismissed as a mere fraud. The defendant denies all the facts except those which he expressly admits and the plaintiff is liable to prove them. The suit properties belong to the plaintiff and that these were properties that were originally exclusively vested in the plaintiff's father, K. Rengasamy and these properties, which were in his sole possession and experience were vested in the plaintiff by way of Inam Settlement deed No. 1903/14 dated 02.05.2014 as stated by the plaintiff in plaint para 1,2 are false. That the defendant was in the government service as a junior assistant and that however, in order to get the job of a bank manager, out of greed, he forced his father to sell 73 cents of land in Ponnampatti village, old plot number 416/2b new plot number 292/20, Pudukkottai South Circle, in 1986 against his father's wishes and that the defendant took the money from him and wasted it completely without getting the job of a bank manager and that in 1987, out of his own income, he went to buy 0.62 cents of land in Ponnampatti village, Pudukkottai South Circle, Plot No. 293/2, owned by Sakthivel of Pudukkottai, for Rs. 25,000/-, but when he went to buy it, he stopped him and arranged for Chinnathambi of Pudukkottai to buy it and took away the Rs. 25,000/- that the 1st defendant had with him to buy it, so that the defendant got 0.62 cents of land and that it is noteworthy that the defendant had given the above-mentioned sales price by saying that his share should be ten percent and that in 1988, the defendant received a loan of Rs. 3000/- from Canara Bank, Pudukkottai for goat farming and that he took the money away, saying that the industry was a disgrace to him and that similarly, the

plaintiff also took away the bank loan of Rs. 18,000/- which was given to the 1st defendant for digging a well. and that as a result, the bank could not repay the loan and filed a case against him and the amount of interest and expenses amounted to Rs. 32,000/-, so the defendant's father sold his other property and paid the loan as stated by the plaintiff in plaint para 2(a) to 2(3) are false. In 1986, the defendant's father had 2 acres 54 cents of land out of which the defendant got 0.85 cents, he sold 1 acre of land and took the money, the defendant divided a part of the 2nd schedule property to the plaintiff and the defendant sold it to the plaintiff for Rs.35,000/- he cheated by not registering the crime, the remaining property is the property number 2, the defendant has benefited from the share, therefore there is no legal error in writing the settlement to the plaintiff and the defendant cannot have any objection, the defendant has no right to the share in Pudukkottai District Court O.S.No.8/2015 and that the claim properties are in the plaintiff's possession as stated by the plaintiff in plaint para 3 to 8 are false. The fact of the case are that the property in dispute and the properties in O.S.No.8/2015, which are still pending in the Pudukkottai District Court are originally the ancestral properties of Karuppiah Konar. Karuppiah Konar is the only son of the plaintiff and the defendant father's Rengasamy. Rengasamy has two sons and four daughters. The defendant's father Rengasamy has given an inam settlement deed to the plaintiff on 02.05.2014. The said deed is not valid in law. The defendant is entitled to 1/3rd share in the suit property. The Inam settlement deed made against the defendant's share rights does not bind the defendant. The suit

property is the joint family property inherited by the plaintiff and the defendant.

Hence, prayed for dismissal of the suit.

08. On perusal of pleadings and considering material records the following issues were framed on 23.06.2016 as follows in **O.S.10/2016:**

1. வாதி கோரியவாறு, தாவா சொத்துக்களில் வாதியின் அமைதியான அனுபவத்தினை பிரதிவாதியோ, அவரது ஆட்களோ, முகவர்களோ எந்த விதத்திலும் தடை தகராறு செய்யக்கூடாதென பிரதிவாதிக்கெதிராக நிரந்த தடையானை பரிகாரம் பெறத்தக்கவரா?
2. 02.05.2014 தேதியிட்ட 1903/14 ஆவண எண்ணாக பதிவான இனாம் செட்டில்மெண்ட் மூலம் வாதிக்கு தாவா சொத்துக்கள் பாத்தியப்பட்டதென்பது சட்ட வகையங்களின்படி செல்லத்தக்கதா?
3. வாதி பிரதிவாதியின் தகப்பனாரை கட்டாயப்படுத்தியும் பிரதிவாதி பல்வேறு சொத்துக்களையும் விற்பனையும், பலசமயம் வெவ்வேறு தொகைகளையும் பணமாக வாதி மற்றும் அவரது தகப்பனாரிடம் இருந்து பிரதிவாதி ஏற்கனவே பெற்றுள்ளாரா?
4. அசல் வழக்கு எண் 8/ 2015பிரதிவாதியால் அவரது சகோதரர் மற்றும் தகப்பனாரிடமிருந்து அபலாபம் அடையும் பொருட்டு மோசடியாக தாக்கல் செய்யப்பட்டுள்ளதா?
5. இவ்வழக்கு தாக்கல் செய்யப்படுவதற்கு போதிய வழக்குமூலம் உள்ளதா?
6. வாதிக்கு கிடைக்கத்தக்க இதர பரிகாரங்கள் என்ன ?

For convenient discussion herein below, the above issues and additional issues in the both suits are reframed as follows:

O.S.No. 8/2015:-

1. Whether the suit mentioned properties originally belonged to plaintiff's grandfather Karuppaiah Konar or separate/absolute property of 1st defendant?
2. Whether the Inam/Gift settlement executed by D1 infavour of D2 is valid in the eye of law?

3. Whether the mortgage executed in favour of D7 by D1, D2 is binding the plaintiff?
4. Is there any cause of action for this suit?
5. Whether the plaintiff is entitled to claim his 1/3 share by way this suit for partition and it's separate possession out of the suit property mentioned herein?
6. For what other reliefs the plaintiff is entitled to?

O.S.No. 10/2016:

1. Whether the Gift settlement dated 2.5.2014 in respect of the suit property in favour of the plaintiff is valid and genuine?
2. Whether the plaintiff is in possession and enjoyment of the suit property?
3. Whether the plaintiff is entitled for the relief of permanent injunction against the defendant as prayed for?
4. To what other reliefs the plaintiff is entitled to?

Since, sufficient oral and documentary evidences were already let in by both sides with regard to the above reframed issues in both the suits, no additional evidences were called for.

09. In the suit O.S.08/2015, the plaintiff Karuppaiah was examined as P.W.1 and Ex.A1 to Ex.A10 were marked. Ex.A1 is the true copy of patta No.696 in the name of Rengasamy konar dt.30.04.2014; Ex.A2 is the true copy of Natham land tax chitta in the name of Rengasamy Konar; Ex.A3 is the true copy of Mortgage deed executed by Rengasamy and his son Subramaniyan for and on behalf of his minor daughter Priyatharshini to The President, Primary Agricultural Cooperative Rural Development

Bank Ltd., Pudukkottai dt.16.03.2002; Ex.A4 is the attested true copy of Inam Settlement Deed executed by K.Rengasamy to R.Subramaniyan dt.02.05.2014; Ex.A5 is the office copy of Legal Notice by Plaintiff dt.25.08.2014; Ex.A6 is the acknowledgment cards; Ex.A7 is the returned covers unserved notice sent to Chellammal and the President, Primary Agricultural Cooperative Rural Development Bank Ltd., Pudukkottai; Ex.A8 is the original Reply Notice dt.15.09.2014; Ex.A9 is the true copy of Enam Settlement Deed executed by K.Rengasamy to R.Subramaniyan dt.02.05.2014; Ex.A10 is the true copy of Mortgage deed executed by Rengasamy and his son Subramaniyan for and on behalf of his minor daughter Priyatharshini to The President, Primary Agricultural Cooperative Rural Development Bank Ltd., Pudukkottai dt.16.03.2002. One Tr.C.Muthaiah was examined as P.W.2. The plaintiff evidence has been closed with PW2.

On the side of defendants, the 1st defendant K.Rengasamy was examined as D.W.1. Ex.B1 to Ex.B11 were marked. Ex.B1 is the original sale deed dt.04.05.1970 executed by Sevvayee, Sengaiya, Rengasamy to V.Sakthivel Servai; Ex.B2 is the original patta pass book stands in the name of V.Sakthivel Sevai; Ex.B3 is the certified copy of sale deed dt.30.04.1986 executed by Rengasamy konar to Valliammai in respect of suit 5th item of suit property; Ex.B4 is the certified copy of sale deed dt.30.03.2001 executed by Velu to R.Subramaniyan in respect of suit 7th item of suit property; Ex.B5 is the true copy of sale deed dt.17.09.2013 executed by

R.Subramaniyan to G.Saravanan in respect of suit 7th item of suit property; Ex.B6 is the true copy of Enam Settlement Deed dt.02.05.2014 executed by K.Rengasamy to R.Subramaniyan in respect of suit 1 to 4th items of suit properties; Ex.B7 is the computer online copy of Chitta stands in the name of Subramaniyan; Ex.B8 is the original kist receipts for the fasali 1426 and 1427; Ex.B9 is the copy of Land Mortgage Debenture Deed dt.16.03.2002; Ex.B10 is the copy of Legal Opinion dt.07.03.2002; Ex.B11 is the true copy of Encumbrance certificate. Thiru S.Kannadasan was examined as D.W.2. The defendants' evidence has been closed with D.W.2.

In the suit O.S.10/2016, the plaintiff R.Subramaniyan was examined as P.W.1. Thiru S.Rajkumar was examined as P.W.2. The plaintiff's side evidence closed with PW2.

On the side of defendants one Sorubananthan who is the Power Agent of the defendant was examined as D.W.1. The defendant's evidence has been closed with D.W.2.

10. On perusal of records, both the suits are ordered to be jointly tried as per order in TROP No. 69/2015 of the Hon'ble Principal District Court, Pudukkottai dated 11.11.2016. But the trial of the suit in O.S.No. 8/2015 begun on 08.11.2016 itself and completed on 01.07.2022. The trial of O.S.No. 10/2016 begun only on 12.08.2022. On perusal of records, it is found that the trial of both the cases

continued separately. However, the suit properties and the parties to the suit are substantially one and the same. Even though the evidences were recorded separately for each case, to avoid conflict of decisions regarding the suit properties, this Court proceeded to pronounce common judgement. The parties for the sake of convenience, are referred hereunder according to their litigative status and ranking in O.S.No.8/2015. So as the properties therein.

Gist of the case:

(i) The suit in O.S.No. 8/2015 is a suit for partition and separate possession filed by the plaintiff against his father, the 1st defendant and his brother, the 2nd defendant; his sisters defendants 3 to 6 and the Bank as 7th defendant, which granted loan to the 1st defendant and 2nd defendant. The relationship of the parties are admitted by both sides. It is the case of the plaintiff that the suit properties are the ancestral family properties and hence he is entitled for 1/3 shares in the suit properties along with other reliefs. It is the case of the 1st defendant and 2nd defendant that the suit properties are separate property of the 1st defendant and hence the alienation by the 1st defendant in favour of 2nd defendant in respect of suit items 1 to 4 cannot be questioned by the plaintiff and that the plaintiff has already received sufficient share from the 1st defendant and lavishly spent it and hence no suit for partition will lie.

(ii) The suit in O.S.No. 10/2026 is a suit for permanent injunction to restrain the plaintiff of O.S.No.8/2015 filed by the 2nd defendant in the said suit, as he is in

possession enjoyment of the suit properties, which are mentioned as suit items 1 to 4 in O.S.No. 8/2015.

O.S.No. 8/2015:-

Issue No. 1, 2 and 5:

- 1. Whether the suit mentioned properties originally belonged to plaintiff's grandfather Karuppaiah Konar or separate/absolute property of 1st defendant?*
- 2. Whether the Inam/Gift settlement executed by D1 infavour of D2 is valid in the eye of law?*
- 5. Whether the plaintiff is entitled to claim his 1/3 share by way of the suit for partition and separate possession out of the suit property mentioned herein?*

(iii) As per the case of the plaintiff, the suit properties are the ancestral properties of Karuppaiya Konar, who is the father of 1st defendant and that the 1st defendant has two male children namely the plaintiff and the 2nd defendant. The defendants 3 to 6 are his daughters, married before 25.03.1989. Some of the common family properties have been alienated by the 1st and 2nd defendants. The plaintiff worked as a high school B.Ed graduate teacher and he had spent a considerable amount of his income on the joint family. He has been asking the 1st and 2nd defendants to divide the common family properties amicably since July 2013 but they are not amenable. The 1st defendant has executed a settlement deed for the other properties on 02.05.2014 in favour of the 2nd defendant. The 1st and 2nd defendants had obtained mortgage loans from the 7th defendant bank without the knowledge of the plaintiff. As per law he is entitled for 1/3 shares in exclusion of his sisters.

(iv) In such case, the initial burden is upon the plaintiff to prove that the suit properties are ancestral properties of his grandfather Karuppaiya Konar. According to Hindu law, for a property to qualify as ancestral, it must meet specific criteria, such as the property must have been inherited through at least four generations of male lineage, specifically from the great-grandfather down to the present owner. This means that the property must remain undivided among the heirs during this period. If any part of the ancestral property is divided, it ceases to be classified as ancestral property and becomes separate property for the individuals who received their shares. Every male descendant has an inherent right to the property from the moment of birth, irrespective of whether their father is alive or not. In the case in hand, the plaintiff relied upon the documents such as Ex.A1, the true copy of patta No.696 in the name of Rengasamy dt.30.04.2014 and Ex.A2, the true copy of Natham land tax chitta in the name of Rengasamy, to prove his contention that the suit properties are ancestral in nature.

(v) On perusal of the ExA1 and ExA2, they are Patta relating to the suit items 1 to 4 and 6 alone. With regard to suit items 5 and 7 no documents were produced by the plaintiff. Even the ExA1 and A2 are in the name of 1st defendant and not in the name of the plaintiff's grandfather Karuppaiah. Hence, the plaintiff has not filed any documents to show that the suit items 1 to 7 belong to his grandfather and they are the ancestral properties. Per contra, the 1st defendant, who denies that the suit

properties are not ancestral and produced ExB3, which is the sale deed executed in favour of one Valiammai with regard to suit item 5 by the 1st defendant on 30.04.1986, wherein it is stated as follows: "என்னுடைய சுய சம்பாத்தியத்திலிருந்து நான் 1950ம் வருடம் மே மாதம் 23ம் தேதி புதுக்கோட்டை டவுன் தண்ணீர்பந்தலில் இருக்கும் கோவிந்தராவ் அவர்களிடம் ரூ700.00க்கு கிரயம் பெற்று மேற்படி பத்திரம் புதுக்கோட்டை ரிஜிஸ்ட்ரார் ஆபீஸ் 1வது புத்தகம் 12 வால்டும் 152 to 153 பக்கங்களில் 1950ம் வருடத்திய 511ம் எண் ஆவணமாக.....". The 1st defendant also produced ExB6, the certified copy of the Gift Settlement deed executed by him in favour of 2nd defendant on 02.05.2014, wherein, it is recited as follows: “இதனடியில் கண்ட 1வது நஞ்சை மற்றும் புஞ்சை நிலங்கள் புதுக்கோட்டை மாவட்டம் & தாலுகா, புதுக்கோட்டை தெற்கு கிராமத்தில், புல எண்கள் 287-4, 287-5, 287-9A, 287-12, நஞ்சை மற்றும் புஞ்சை நிலங்கள் 0.51.0 ஏர்ஸ் உள்ளதற்கு என் பெயருக்கு பட்டா எண் 696 ஏற்பட்டும் மற்றும் புதுக்கோட்டை மாவட்டம் & தாலுகா, புதுக்கோட்டை கவிநாடு கீழ வட்டம் நத்தம் நிலவரி திட்டம் தூய சிட்டா படிவத்தில் கண்டுள்ளபடி புல எண் 204-1 ரயத்து மனை 0.02.5 ஏர்ஸ்க்குபட்ட எண் 142 என் பெயருக்கு ஏற்பட்டும் அதுமுதல் நான் நாளது தேதி வறை சர்க்கார் தீர்வை செலுத்திக்கொண்டு சர்வ சுதந்திர பாத்தியங்களுடன் ஆண்டு அனுபவம் செய்து வருவதும் எனக்கு சொந்தமானதுமான சொத்து விபரத்தில் கண்ட சொத்துக்கள் எனக்கு தனித்து பாத்தியபட்ட சொத்துக்கள் ஆகும்.” From the above recitals of the above ExB3 and ExB6, it is found that the suit items 1 to 6 belonged to the 1st

defendant as his separate properties and by no stretch of imagination or with the available documents produced by the plaintiff, the said properties are ancestral to the plaintiff and defendants 1 to 6. The suit items 1 to 6 are separate properties of the 1st defendant. Accordingly, the Issue No.1 is decided against the plaintiff.

(vi) With regard to Issue No. 2, that is the validity of the Inam/Gift settlement executed by the 1st defendant infavour of the 2nd defendant, it is earlier held herein above that the suit items 1 to 6 are separate properties of the 1st defendant. In such a case, he is at liberty to dispose the properties at his own will and wish. Suit items 1 to 4 were bequeathed to the 2nd defendant by the 1st defendant as per ExB6. It is argued by the Learned Counsel for plaintiff that the 1st defendant has no right to alienate the suit items 1 to 4 to 2nd defendant and that the Gift settlement ExB6 is not valid in the eye of law. As it is the separate properties of the 1st defendant he has gifted the same to his younger son. It is the case of the defendants 1 and 2 that the plaintiff, being the elder son was in the government service and in order to get the job of a bank manager, out of greed, he forced his father to sell 73 cents of land in Ponnampatti village, old plot number 416/2b new plot number 292/20, Pudukkottai South Circle, in 1986 against his father's wishes and he took the money from him and wasted it completely without getting the job of a bank manager. And that in 1987, out of his own income, he went to buy 0.62 cents of land in Ponnampatti village, Pudukkottai South Circle, Plot No. 293/2,

owned by Sakthivel of Pudukkottai, for Rs. 25,000/-, but when he went to buy it, he stopped him and arranged for Chinnathambi of Pudukkottai to buy it and took away the Rs. 25,000/- that the 1st defendant had with him to buy it, so that the plaintiff got 0.62 cents of land. In 1988, the 1st defendant received a loan of Rs. 3000/- from Canara Bank, Pudukkottai for goat farming but the plaintiff took the money away, saying that the industry was a disgrace to him and he also took away the bank loan of Rs. 18,000/- which was given to the 1st defendant for digging a well and as a result, the bank could not repay the loan and filed a case against him and the amount of interest and expenses amounted to Rs. 32,000/-, so the 1st defendant sold his other property and paid the loan. Even if it is taken for argument that the plaintiff had the right to claim a share in this property without accepting it, the plaintiff has filed this case with the malicious intention of tormenting and profiting by selling 1 acre and 35 cents in excess of his share, i.e. 1/3 share of 85 cents, which is available to him, and the plaintiff has received the entire money and is living comfortably, without even considering that the 1st defendant is currently in the prime of life.

(vii) When such contentions are made, they seem to be not an afterthought by the 1st defendant because, the reitals of ExB6 shows the same. ExB6 recites as follows:- “ எனது மூத்த மகனும் உனது சகோதரனுமான கருப்பையாவிற்கு 1986ம் ஆண்டு மத்திய அரசின் வங்கிபணி வேலை வாங்குவதற்கும், 1988ம் ஆண்டு நரசரி

பள்ளி தொடங்குவதற்கும் அவருக்குரிய பாகத்திற்கும் அதிகமான சொத்துக்களை விற்று எடுத்துக்கொண்டார். ஆகையால் எனது இரண்டாவது மகனாகிய உனக்கு, உன் எதிர்கால நலனை கருத்தில் கொண்டும்.....”. Such recital would show the attitude of the plaintiff and it also throws light as to why the 1st defendant bequeathed his separate property to the 2nd defendant alone. There is no legal constraint for the 1st defendant to bequeath his separate properties to the 2nd defendant and the said Gift Settlement Deed dated 02.05.2014 is valid. Hence, the Issue No. 2 is answered against the plaintiff.

As far as Issue No.5 is concerned, regarding claim of entitlement of the plaintiff's 1/3 shares, it is held earlier that the suit properties 1 to 6 are not ancestral properties of the plaintiff, rather they are separate properties of the 1st defendant. It is found from ExB3, which is regarding suit item 5, it was already sold by the 1st defendant on 30.04.1986 to one Valiammal and it is not there for partition. With regard to suit item 7, it is the separate property of the 2nd defendant as per Ex B4, the certified copy of the Sale deed dated 30.03.2001, executed by one Velu to R.Subramaniyan, the 2nd defendant. It is also not the property for partition.

(viii) From the above discussions, it is clear that as the suit items 1 to 4 and 6 are separate properties of 1st defendant, he bequeathed them to the 2nd defendant under ExB6. The suit item 5 was already sold to one Valliammai under ExB3; and suit item 7 was the separate property of the 2nd defendant. The plaintiff who alleges

that there are properties for partition has to prove it letter and spirit. In **P.Thangavelu Vs. R.Dhanalakshmi Ammal and other**, reported in **95 LW 708**, it has been held that "The plaintiff can succeed in the suit for declaration under the plaint as amended only on the basis of a valid title to the property. If he did not have any title to the property, then he cannot pick holes in the title of the defendants and try to succeed. That the plaintiff can succeed only on the basis of the proof of his own allegation in the plaint as regards his title and he cannot succeed by picking holes in the title of the defendants is too well established to need citation of any authority." The above settled proposition is reiterated by our Honourable High Court's Division bench in **<https://indiankanoon.org/doc/40537187/> - S.Palanivel vs P.Natesan dated 26.10.2017**. From the evidences let in by the parties, it could be inferred that there are no suit item of properties available for partition. Accordingly, this issue is answered against the plaintiff.

Issue No. 3& 4:

3. Whether the mortgage executed in favour of D7 by D1, D2 is binding the plaintiff?

4. Is there any cause of action for this suit?

(ix) Since it is held in the earlier issues that the suit items 1 to 4 and 6 properties are separate properties of 1st defendant and the suit item 7 is the separate property of the 2nd defendant, they are at liberty to mortgage with Banks and obtain loan. It

is the contention of the 7th defendant that the suit properties 1 to 5 are the properties of the 1st defendant and its total area is 1.99 and its then value as per the government guidelines is Rs.1,86,463 (Rs. 93,700/- per 1 acre), and the value of the house in S.No.287-4 out of the above properties is Rs.40,000/- (As per JE report) and a total of Rs.2,26,463/-, out of which 1/3 share (As per Legal opinion) is Rs. 75,488/-, excluding that the balance is Rs.1,50,975/-, and the 7th item of suit property in the case is S.No.80-15A1B (0.06) in Thirukattalai village, which is a property purchased by the 2nd defendant on credit and its current value is Rs.10,400/- and its building value is Rs.99,000/-, the total amount of Rs.2,60,375/- however, the amount of land mortgage loan given by the bank to the 1st and 2nd defendants, Rengasamy and Subramanian was only Rs.2,59,000/- and that an interest of 16% per month was charged on it. Ant that, the legal advisor of this defendant's bank in his opinion stated that the 1st defendant has two sons, Karuppiah and Subramanian and 4 daughters and that Karuppiah had separated from his parents and siblings many years ago, and since it was not known at that time what his share in the mortgaged property was, he had recommended that the loan be granted jointly to Rengasamy and Subramanian properties, since the value of the remaining 2/3 of the total value of the mortgaged property was sufficient to provide the loan.

(x) From the contention of the 7th defendant, they have offered loan to the 2.3 value of the properties and they have offered loan only to the persons who are

entitled to obtain it as its absolute owners. Hence, mortgage in favour of the 7th defendant by the 1st and 2nd defendant is binding on the plaintiff. Accordingly, this issue is also answered in negative to the plaintiffs' contention.

(xi) The plaintiff considered that the suit properties are ancestral properties and hence he has got a share in it and demanded partition to the defendants 1 and 2 and hence he had issued a legal notice to the defendants on 25.08.2014 to assert his rights and that the defendants 1 to 4 and 6th defendant received them and the 5,7 defendants did not receive them and returned them. Hence, the cause of action for this suit arise. Thereby, this issue is decided in favour of the plaintiff.

Issue No.6:

6. For what other reliefs the plaintiff is entitled to?

(xii) This is a suit for partition and separate possession filed by the plaintiff stating that the suit properties are ancestral properties and that the 1st defendant as his father and 2nd defendant as his brother alone are entitled for shares. It is stated that the defendants 3 to 6 are married prior to 1989 and hence not entitled for any shares. It is held that the suit items 1 to 4 and 6 are separate properties of the 1st defendant by virtue of ExA1 and A2 and suit item 7 is the separate property of 2nd defendant by virtue of ExB4. The suit items 1 to 4 and 6 were bequeathed by 1st defendant in favour of 2nd defendant by virtue of ExB6 is held to be valid. The suit items 5 was already sold by 1st defendant under ExB3 and the suit item 7 is already

sold by the 2nd defendant to one Saravanan under ExB5. Hence, no suit items can be partitioned among the plaintiff and the defendants 1 to 6. In **2014 2 SCC 269 -Union of India and Others Vs. Vasavi Co-operative Housing Society Limited and Others**, it is held that the plaintiffs have to stand or fall on the strength of their own case and the burden is squarely upon the plaintiffs to establish their case irrespective of whether the defendant proves his case or not. The plaintiffs cannot be allowed to sustain their case sans proof and the weakness of the defendant's case cannot be a ground to grant the relief to the plaintiffs. Hence, the plaintiff's suit fails. Considering the relationship of the parties, there is no order as to costs.

O.S.No. 10/2016:

(xiii) This suit is for a permanent injunction restraining the defendant and his men and agents from interfering with plaintiff's peaceful possession and enjoyment of the suit property and for costs filed by the 2nd defendant in O.S.No. 8/2015 against the plaintiff therein, with regard to the suit items 1 to 4 and 6.

Issue No. 1 and 2:

- 1. Whether the Gift settlement dated 2.5.2014 in respect of the suit property in favour of the plaintiff is valid and genuine?*
- 2. Whether the plaintiff is in possession and enjoyment of the suit property?*

(xiv) The plaintiff in this suit is the 2nd defendant in O.S.No. 8/2015 and the defendant herein is the plaintiff in O.S.No. 8/2025. It is held in the connected suit O.S.No. 8/2015 in issue no.2, that the Gift Settlement Deed dated 02.05.2014 in favour of the 2nd defendant/plaintiff herein is valid. The 2nd defendant has produced ExB8-Chitta for suit items 1 to 4 in his name and ExB9 the kist receipts relating to the properties in his name. The said ExB8 and ExB9 sufficiently proves possession and enjoyment of the suit properties are with the 2nd defendant/ plaintiff in O.S.No. 10/2016. Hence, this issue is answered in favour of the 2nd defendant/ plaintiff in O.S.No. 10/2016.

Issue No. 3:

3. Whether the plaintiff is entitled for the relief of permanent injunction against the defendant as prayed for?

(xv) From the above discussion, it is held that the plaintiff of the suit has proved his possession and enjoyment of the suit properties as its absolute owner. The defendant/ plaintiff in O.S.No. 8/2015 has been disturbing his possession. Hence, he is entitled to restrain the defendant or his men and agents in any manner interfering with his possession. Accordingly, this issue is answered in favour of the 2nd defendant/ plaintiff in O.S.No. 10/2016.

Issue No.4:

4. To what other reliefs the plaintiff is entitled to?

(xvi) The suit is for a permanent injunction restraining the defendant and his men and agents from interfering with plaintiff's peaceful possession and enjoyment of the suit property and for costs filed by the 2nd defendant in O.S.No. 8/2015 against the plaintiff therein, with regard to the suit items 1 to 4 and 6. It is held in the discussions above that the suit properties in O.S.No. 10/2016 are in possession and enjoyment of the 2nd def/plaintiff in O.S.No. 10/2016 and hence this suit deserve to be decreed in his favour. Considering the relationship of the parties, there is no order as to costs. Accordingly, this issue is answered.

11. Result:

O.S.No. 8/2015:

In the result, this suit is dismissed. The parties to bear their own costs.

O.S.No. 10/2016:

In the result, this suit is decreed and the defendant and his men and agents are hereby restrained from interfering with plaintiff's peaceful possession and enjoyment of the suit property. The parties to bear their own costs.

Directly dictated by me to the Steno Typist, typed by her, corrected and pronounced by me in the open court, this the 5th day of December 2025.

**Sd/- N.S.Meenachandra,
Additional District Judge,
Pudukkottai.**

APPENDIX

Plaintiff's side witnesses in O.S.No. 08/2015:

PW1 - Thiru.R.Karuppaiah (Plaintiff)

PW2 - Thiru C.Muthaiah.

Defendants' side witnesses in O.S.No. 08/2015:

D.W.1. Thiu K.Rengasamy.

D.W.2. Thiru S.Kannadasan.

Plaintiff's side witnesses in O.S.No. 10/2016:

PW1 - Thiru.R.Subramaniyan.

PW2. - Thiru S.Rajkumar.

Defendant's side witness in O.S.No. 10/2016:

D.W.1. Thiru K.Sorubanandhan.(power agent of defendant)

Plaintiffs' side Exhibits in O.S.No.8/2015:

No.	Exhibits.	Date	Particulars	Nature
1	Ex.A1	30.04.2014	Patta No.696 in the name of Rengasamy konar	True copy.
2	Ex.A2	--	Natham land tax chitta in the name of Rengasamy Konar	True copy
3	Ex.A3	16.03.2002;	Mortgage deed executed by Rengasamy and his son Subramaniyan for and on behalf of his minor daughter Priyatharshini to The President, Primary Agricultural Cooperative Rural Development	True copy

			Bank Ltd., Pudukkottai.	
4	Ex.A4	02.05.2014	Inam Settlement Deed executed by K.Rengasamy to R.Subramaniyan	Attested true copy.
5	Ex.A5	25.08.2014	Legal Notice by Plaintiff.	Office copy.
6	Ex.A6	--	Acknowledgment cards	--
7.	Ex.A7	--	Returned Covers unserved notice sent to Chellammal and the President, Primary Agricultural Cooperative Rural Development Bank Ltd., Pudukkottai.	--
8.	Ex.A8	15.09.2014	Reply Notice.	Original
9.	Ex.A9	02.05.2014	Gift Settlement Deed executed by K.Rengasamy to R.Subramaniyan	True copy.
10.	Ex.A10	16.03.2002	Mortgage deed executed by Rengasamy and his son Subramaniyan for and on behalf of his minor daughter Priyatharshini to The President, Primary Agricultural Cooperative Rural Development Bank Ltd., Pudukkottai..	True copy

Defendants' side Exhibits for both cases::

Sl. No.	Exhibits	Date	Particulars	Nature
1	Ex.B1	04.05.1970	Sale deed 04.05.1970 executed by Sevvayee, Sengaiya, Rengasamy to V.Sakthivel Servai.	Original
2	Ex.B2	--	Patta pass book stands in the name of V.Sakthivel Servai	Original
3	Ex.B3	30.04.1986	Sale deed executed by Rengasamy konar to Valliammai in respect of suit	Certified copy

			5 th item of suit property;	
4	Ex.B4	30.03.2001	Sale deed executed by Velu to R.Subramaniyan in respect of suit 7 th item of suit property;	Certified copy
5	Ex.B5	17.09.2013	Sale deed executed by R.Subramaniyan to G.Saravanan in respect of suit 7 th item of suit property;	True copy.
6	Ex.B6	02.05.2014	Enam Settlement Deed executed by K.Rengasamy to R.Subramaniyan in respect of suit 1 to 4 th items of suit properties	True copy.
7	Ex.B7	--	Chitta stands in the name of Subramaniyan	Computer online copy
8	Ex.B8	--	Kist receipts for the fasali 1426 and 1427;	Original
9	Ex.B9	16.03.2002	Land Mortgage Debenture Deed.	Copy
10	Ex.B10	07.03.2002	Legal Opinion.	Copy
11	Ex.B11	--	Encumbrance certificate	True copy

**Sd/- N.S.Meenachandra,
Additional District Judge,
Pudukkottai.**

//True copy//

**Additional District Judge,
Pudukkottai.**

**Draft/Fair Judgment
O.S. No.8/2015
&
O.S. No.10/16
Common Judgment
Dt.05.12.2025**