

IN THE COURT OF THE II ADDITIONAL DISTRICT & SESSIONS JUDGE,
THANJAVUR.

Present :Thiru.P. Nagarajan, M.A.M.L.,
II Additional District & Sessions Judge, Thanjavur.

Wednesday the 29th day of April 2026
(Thiruvalluvar Andu 2057 -Chithirai Matham 16th day)

ORIGINAL SUIT NO:176/2024
CNR No.TNTJ010077112024

N. DhanalakshmiPlaintiff

/vs/

1) M. Lakshmi

2. Minor.G. Samyukta, aged 12

3. Minor.G.Sadhanasri, aged 11

(Minor defendants 2 and 3 are
represented by their mother/
natural guardian/1st defendant M. Lakshmi)

.....Defendants

This suit was taken on file on 18.07.2024 on the file of the Principal District Court, Thanjavur and made over to this court on 26.07.2024. In this court this suit came up for final hearing before me on 20.04.2026 in the presence of Thiru.R. Vijayakumar, Advocate for the Plaintiffs and of Thiru.S. Jayachandran, Advocate for the defendants and upon hearing the arguments of both sides, upon perusal of the material records pertaining to the case and the matter having stood over for consideration till this date, this court delivered the following.....

JUDGMENT

The suit filed by the plaintiff against the defendant for the seeking the following reliefs:

(a) Pass a preliminary decree declaring that the plaintiff is entitled to $\frac{1}{4}$ shares in the suit properties.

(b) Pass final decree in the terms of the preliminary decree and divide the suit properties by means and bounds by appointing an Advocate commissioner and allot separate property for the plaintiff $\frac{1}{4}$ share by converting joint possession in to separate possession.

(c) To declare that the amounts described in schedule B (insurance amount and death compensation amount received by the 1st defendant wife on account of the death of deceased Ganapathy) constitute the movable estate/actionable claim of the deceased and the 1st defendant holds the same for and on behalf of all the legal heirs of the deceased and consequently the plaintiff is entitled to 1/4th share therein and to direct the 1st defendant to pay the plaintiff's 1/4th share with interest

(d) granting cost of this suit.

2) The Gist of the plaint filed by the plaintiffs:

The suit A schedule property are self acquired properties of one N. Ganapathy who is none other than the son of the plaintiff herein. The said Ganapathy died intestate during the year 2014 in a fatal accident in Saudi Arabia. 1st defendant is the wife of deceased Ganapathy, 2 and 3 defendants are

the daughters of deceased Ganapathy. The 1st defendant now has been residing in the suit schedule A item No.6, house property situated in Karmugil Naar, Thanjavur along with her parents and brother. The plaintiff son deceased Ganapathy after completing his studies was working in Kuwait, Dubai and Saudi Arabia as service Engineer in private companies from the year 2000 and purchased A schedule item properties out of his own income. On 25.04.2014 Ganapathy died in a Motor Accident which took place in Jetta, Saudi Arabia. The body of Ganapathy came from Saudi Arabia, 20.06.2014 and the funeral formalities were performed in the plaintiff's house. After the death of N.Ganapathy, the 1st defendant voluntarily exited from the plaintiff's house and started to live in Karmugil Nagar house property along with her parents and brother. After the death of Ganapathy during the month of July 2014, in order to harass the plaintiff's family the 1st defendant lodged a false criminal complaint against the plaintiff and her daughters and son and on that basis a criminal case was conducted in Cc.No.65/2016 before the Judicial Magistrate No.1, Thanjavur and the trial ended on 07.08.2021, in acquittal judgment. That pending described criminal prosecution, during the year 2017, the 1st defendant voluntarily approached the plaintiffs for compromising, since the plaintiff's signature was absolutely required to receive the motor accident compensation amount awarded for the fatal accident of N. Ganapathy, from Saudi Arabia. On account of compromise two separate agreements entered into between the plaintiff and the 1st

defendant in the presence of witnesses. As per the terms of the agreements dated:16.04.2017, both plaintiff and the 1st defendant agreed to divide the compensation money as 70% for the 1st defendant and minor defendants 2 and 3 and the plaintiff share is 30%. As per the terms of the above agreements after crediting the compensation amount from Saudi Arabia the 1st defendant is liable to pay 30% out of the compensation amount to the plaintiff within a week. Further as per the terms of the agreements suit schedule A properties were divided between the plaintiff and the defendants. The original of agreements dated:16.04.2017. The motor accident compensation amount of Rs.1,00,00,000/- awarded for the fatal death of plaintiff's son N. Ganapathy, received from Saudi Arabia and credited in 1st defendant's Savings Bank Account bearing account No.31659027309, in SBI, Main Branch, Thanjavur. The details of compensation money are more fully described in schedule B of the plaint. Ever after receipt of the compensation amount the 1st defendant did not pay the plaintiff's share 30% out of the compensation amount and the fact has been admitted by the 1st defendant during the course of cross examination in the above criminal case proceedings. Even after receipt of the compensation amount by the 1st defendant as stated above, the plaintiff was being silent with the intention to settle the property issues amicably. Recently the plaintiff understood that the 1st defendant is not prepared for partition amicably as agreed by the agreements dated:16.04.2017. Considering all the facts it is very clear that the 1st defendant

is not ready and willing for amicable partition, which clearly prove her hostile attitude against the plaintiff herein. That the death compensation amount received by the 1st defendant from the employer/insurer consequent to the accidental death of the deceased is not joint family property; however the said amount was paid in relation to the death of the deceased and was intended for the benefit of the legal heirs/dependants of the deceased. The 1st defendant having received the said amount cannot appropriate it as her exclusive property to the exclusion of other lawful heirs. The 1st defendant is bound to account for the receipt of the said compensation amount and distribute share the same as per lawful entitlement. Finally during the March 2024, the plaintiff demanded for partition of suitschedule A properties and suit schedule B compensation money amicably which ended in vain. As already stated the suit properties are self acquired properties of deceased son N. Ganapathy who died intestate in a motor accident. In law as a class I legal heir the plaintiff is separately entitled for 1/4 share and the defendants are each entitled for 1/4 share over the suit properties. The plaintiff is deemed to be in joint possession over the same. The plaintiff is no more willing to remain in joint possession with the defendants. Therefore the plaintiff is constrained to file a suit for partition.

3) Written Statement filed by the 1st defendant and adopted by the 2nd and 3rd defendant:

This suit is not sustainable both in facts and on law and the same is liable to be

dismissed in limine. The plaintiff already filed a similar suit for partition in OS.No.104/2014 on the file of Principal District Court, Thanjavur which was subsequently transferred to this court and the same was also dismissed., the details of such proceedings deliberately suppressed by the plaintiff. The fresh suit for the same relief is not sustainable and also barred under law. The suit for partition is not maintainable. When the plaintiff admits there was an agreement on 16.04.2017 between the parties over the division of movable and immovable properties. As per the terms of the agreement when the plaintiff is entitled to make a claim her remedy lies only for the enforcement of the agreement. But the plaintiff cannot unilaterally abandon the agreement and revert back to an alleged partition which was never and also not prosecuted by the plaintiff. Hence the plaintiff has no cause of action for the suit for partition. The relationship between the parties in the suit is admitted. The properties under Schedule A belong to the husband of the 1st defendant all the properties under Schedule A are self-acquired properties of the 1st defendant. As he died intestate the defendants are each entitled to 3/4th share. The plaintiff being the mother of the deceased Ganapathy and she is entitled to 1/4th share may be legally she may be entitled morally she does not have a right to such a claim. The details of the properties under Schedule B are deliberately incorrect. In fact the plaintiff has no substantial proof for the claim of Rs.1 crore. It is the plaintiff's duty to prove the same. Further the claim of any amount under the death benefit cannot be made through a partition claim if at all the plaintiff has such a right she has to work out the remedy under the Indian Succession Act by a separate

petition under the Act the claim over the movable can be decided and settled. Even under such proceeding the plaintiff is not entitled to make such claim since, she is not dependent of deceased. The defendants are alone lawful dependents of deceased hence they are entitled to retain such amount. The death benefit and compensation amount received is only Rs.57,11,730/- credited in the month of October 2017. The plaintiff has no right of such claim over the amount. Since she is not a dependent of Ganapathy. Otherwise the plaintiff has any claim if law permits she can sought enforcement of agreement on 16.04.2017 but she did not choose to make such claim. Hence the claim of partition over the B schedule is baseless and untenable. While the 1st defendant was in matrimonial home the jewels presented at the time of marriage of about 30 sovereigns and other seersvarsai articles value of Rs.3 lakhs are all with the plaintiff and her husband. In fact 2 bangles and ear studs as well as chainm totally comes around 7 sovereigns are alone with the 1st defendant on the day driven out of the matrimonial home the rest of the things are with the plaintiff. Those properties are the absolute properties of 1st defendant. The plaintiff keeping the same illegally. She bound to return the articles or its value. There is no cause of action for the suit arose. The valuation of court fee adopted by the plaintiff is incorrect. Hence prayed to dismiss the suit with exemplary costs.

4) Additional Written Statement filed by the 1st defendant and adopted by the 2nd and 3rd defendant:

The additional pleading made by the plaintiff by making a claim of amount

Rs.98,22,251/- is sustainable. The plaintiff intentionally suppressed the insurance amount received by her husband in the pleading. If he is not legal heir entitled to receive the amount as per the case of plaintiff, the amount credited in his account as to be disbursed to defendant 1 to 3. Knowing this fact very well, the plaintiff suppressed the fact and not impleaded her husband as a party. The private amount received by the defendant is not liable to be shared. Having already plaintiff received amount, she cannot maintain the portion over the private amount of defendants. The presumption and interaction in favour of the defendant. Hence pray to dismiss the suit.

5) In this suit, the following issues were framed on 10.07.2024:

1)	Whether the suit properties are the joint family properties as stated?
2)	Whether the plaintiff is entitled for 1/4th share in the suit property?
3)	To what other reliefs?

(6) In this suit, on the plaintiff, Plaintiff was examined as P.W.1, one S Adharsh, Assistant Manager of State Bank of India was examined as PW.2 and Ex.A1 to A23 were marked through PW.1 and Ex.X1 was marked through PW.2. On the side of defendants 1st defendant was examined as DW.1 Ex.B1 to Ex.B4 were marked through her.

(7) The learned counsel for plaintiff submitted that the plaintiff is the mother of the deceased son Ganapathy, the 1st defendant is the wife of the deceased

Ganapathy and 2 and 3 are the daughters of the deceased Ganapathy. The plaintiff filed a suit for partition of suit properties namely A schedule is the house site and house of 9 items, B schedule is the amount in the bank account of 1st defendant. All the properties in A schedule are purchased out of the funds of deceased Ganapathy son of plaintiff. Hence the plaintiff is entitled for 1/4th share in A schedule and also in the B schedule account amount also credited in her account for the death benefit of deceased Ganapathy from the Foreign account to 1st defendant account.

(8) But in contra, the learned counsel for defendants submitted that between the plaintiff and the 1st defendant already there is a written agreement. The agreement was accepted by both parties. Hence the plaintiff is not entitled to get any share in the property as claimed in the plaint. But entitled to get as per agreement only. Hence the suit is not maintainable and the amount credited in the 1st defendant account deals only entitled for the family of deceased Ganapathy. The plaintiff and her husband each received Rs.3,00,000/- and above as their portion in their account which was not stated in the plaint and hence the plaintiff is not entitled to any share and prayed for dismissing the suit and order for splitting the share as per agreement.

(9) On the side of the plaintiff the plaintiff was examined as PW.1. In her evidence she stated that her son Ganapathy died intestate due to accident hence prayed for share in the suit as for plaintiff.

(10) The documents of the purchase and Encumbrance Certificate, legal heir certificate and death certificate filed on the side of the plaintiff. In her evidence the plaintiff admitted the relation ship and earlier original suit in OS.104/2014. In her cross examination she admitted that one original document was with the 1st defendant other original document was with her but not filed before this court. Ex.A20 is an agreement between the plaintiff and the 1st defendant prior to the suit Ex.20 and Ex.21 was executed. The plaintiff also accepted in her evidence she ready and willing to partitioned suit property as per Ex.A20 and also the plaintiff admitted the amount received by her of Rs.3,95,000/- in her account. The amount was credited in her account and no document was made in Rs.1 crore. No antient property. Ready and willing to accept the agreement on 16.04.2017 received the benefits.

(11) On the side of the plaintiff, State Bank of India Assistant Manager Adharsh, was examined as PW.2 and he stated in his evidence that the amount of Rs.3,44,324/-, Rs.31,16,512/-, Rs.5,89,085/- and Rs.57,11,730/- received.

(12) On the side of the defendants, 1st defendant was examined as DW.1. She stated in her evidence that she deposed on behalf of her children 2 and 3 defendants also and previous suit OS.No.104/2014 was filed and dismissed. Hence the suit is not maintainable. On 16.04.2017 there was a written agreement both the parties has to follow the agreement. hence as prayed for dismissing the suit.

(13) The plaintiff is the legal heir of the deceased Ganapathy but morally she is not entitled to get in her share. The B schedule property is not entitled to the plaintiff. Already the plaintiff received Rs.3,95,000/- and her husband Rs.3,95,000/- which was not stated in the plaint. The plaintiff is not dependent on deceased Ganapathy. Hence she is not entitled to get amount from B schedule. On 16.04.2017 agreement is in live. As per agreement only the plaintiff is entitled. Prayed for dismiss the suit.

(14) Issue No.1 And 2:

From the documents of plaintiff side Ex.A1 to Ex.A23 marked and the defendant side also Ex.B1 to Ex.B4 marked and also Ex.X1 marked which clearly reveals that the properties are purchased solely by the deceased Ganapathy which is accepted by both side. The plaintiff received Rs.3,95,000/- and her husband received Rs.3,95,000/- for the death benefits from the Foreign Bank. Vice versa the 1st defendant received Rs.57,11,730/- on behalf of her and for her minor children from the Foreign Bank in the B schedule bank account vice versa the plaintiff received her share the defendants received their share from the bank of Foreign and the plaintiff is not deemed as dependent of deceased Ganapathy. Hence already the bank divide the money and allotted to them properly. Hence the amount allotted in the B schedule property cannot be taken as wholly for the share. Since the plaintiff herself in her cross examination accepted that she is

ready and willing to go an agreement dated:16.04.2017. As per agreement the properties are already divided between the parties, the plaintiff also ready and willing to accept the share to the properties as per dated:16.04.2017 agreement. The 1st defendant in her evidence accepted the same. Hence already there is a written agreement, both parties are willing to ready to accept the share. The property as per agreement dated:16.04.2017. Already liquid money received in the 1st defendant account. The amount received from the account of Rs. 57,11,730/- is the main criteria is to be divided between the plaintiff and the defendants equally 1/4th for plaintiff and remaining for the defendants. From the Ex.A20 already both parties are come to amicable settlement of share in the property. Hence eventhough the properties are solely purchased by the deceased Ganapathy. It can be treated as joint family property. It is the property of deceased Ganapathy being mother the share upon the property. As per the Ex.A20 already the house site are shared and the amount is disbursed. Hence the property is not joint family property it is a property of deceased Ganapathy. Whether the plaintiff is entitled to the share in the property is already decided by Ex.A20. As per Ex.A20 the plaintiff is entitled to get the share. Hence the issue No.1 and 2 are answered accordingly.

(15) Issue No.3: Already in the suit from the above issue No.1 and 2 proper and necessary reliefs are decided from the evidence and documents. Hence there is

no other relief available to the plaintiff.

In the result, the suit is dismissed as already it has been decided between the plaintiff and the 1st defendant vide Ex.A20 without costs.

This judgment is dictated by me to steno-typist, transcribed in computer by her, corrected and pronounced by me in open court this the 29th day of April 2026.

II Additional District and Sessions Judge,
Thanjavur.

Plaintiffs' side witnesses:

PW.1	Dhanalakshmi (plaintiff)
PW.2	R. Adharsh, Assistant Manager, State Bank of India

Plaintiffs' side Exhibits:

Ex.A1	18.06.1999	Copy of registered sale deed in favour of Ganapathy
Ex.A2	05.05.2008	Copy of registered sale deed in favour of Ganapathy
Ex.A3	30.09.2011	Copy of registered sale deed in favour of Ganapathy
Ex.A4	30.09.2011	Copy of registered sale deed in favour of Ganapathy
Ex.A5	30.09.2011	Copy of registered sale deed in favour of Ganapathy
Ex.A6	03.10.2011	Copy of registered sale deed in favour of Ganapathy
Ex.A7	07.06.2012	Copy of registered sale deed in favour of Ganapathy

Ex.A8	07.06.2012	Copy of registered sale deed in favour of Ganapathy
Ex.A9	10.12.2012	Copy of registered sale deed in favour of Ganapathy
Ex.A10	21.05.2024	Copy of encumbrance certificate of A schedule Serial No.1 property
Ex.A11	22.05.2024	Copy of encumbrance certificate of A schedule Serial No.2 property
Ex.A12	17.05.2024	Copy of encumbrance certificate of A schedule Serial No.3 property
Ex.A13	18.05.024	Copy of encumbrance certificate of A schedule Serial No.4 property
Ex.A14	18.05.2024	Copy of encumbrance certificate of A schedule Serial No.5 property
Ex.A15	22.05.2024	Copy of encumbrance certificate of A schedule Senior No.6 property
Ex.A16	17.05.2024	Copy of encumbrance certificate of A schedule Senior No.7 property
Ex.A17	22.05.2024	Copy of encumbrance certificate of A schedule Senior No.8 property
Ex.A18	17.05.2024	Copy of encumbrance certificate of A schedule Senior No.9 property
Ex.A19	02.09.2014	Copy of Legal heir certificate of deceased Ganapathy
Ex.A20	16.04.2017	Agreement between plaintiff and 1 st defendant
Ex.A21	16.04.2017	Agreement between plaintiff and 1 st defendant
Ex.A22	07.08.2021	Copy of judgement in CC.65/3026
Ex.A23	26.02.2025	Copy of Bank statement

Defendants side witness:

DW.1	Lakshmi (1 st defendant)
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Defendants side Exhibits:

Ex.B1	24.05.2014	Copy of Insurance form
Ex.B2	---	Returned postal cover
Ex.B3	20.11.2025	Bank account in favour of 1 st defendant in the year of 2017 October month
Ex.B4	27.11.2014	Copy of written statement in OS.104/2014

Court document:

Ex.X1	12.02.2026	Copy of statement of account in the name of Lakshmi (1 st defendant)
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II Additional District and Sessions Judge,
Thanjavur.

JUDGMENT IN
OS NO.176 of 2024
DATED: 29.04.2026