

**IN THE COURT OF THE ADDITIONAL DISTRICT JUDGE (FTC),
VELLORE, VELLORE DISTRICT.**

**PRESENT: Thiru.P.V.Sandilyan, M.L.,
Additional District Judge (FTC), Vellore.**

Wednesday, the 24th day of June, 2026

O.S. No.54 of 2016

(CNR No.TNVL01-000758-2015)

Shamshad Begum

. . . Plaintiff

/ Vs /

1. Abrar Ahmed
2. Hajira Nasreen
3. Yasmeen
4. Asfiya
5. Farooque Ahmed (died)

. . . Defendants

This suit was filed before the Hon'ble Principal District Court, Vellore on 22.08.2019, thereafter the case was transferred to this court and came up on 08.06.2026 before me for final hearing in the presence of Tr.K.Umar, Counsel for the Plaintiff; Tr.S.Babu; Counsel for the defendants 1, 3 and 4, and Tr.C.Kannan, Counsel for the 2nd defendant, 5th defendant was died, and upon hearing the arguments of the plaintiff's side, upon perusal of case records and having stood over for consideration till this date, this court delivers the following:-

JUDGMENT

This suit has been filed by the plaintiff, suit for declaration of title and for recovery of possession, to declaring plaintiff's right title and interest over the suit properties, and direct the defendants to deliver possession within a time to be fixed by court and in default, permit her to take possession through court process and for costs.

2. The averments of the Plaint are as follows:-

2.1. The plaintiff was the 2nd wife of her husband namely Abdul Razack @ Asmath Basha Sahib. The plaintiff's husband out of his love and affection voluntarily he gifted the 1st and 2nd item of schedule mentioned property to the plaintiff by executing settlement deed on 06.10.2009. The two gifts are irrevocable. The properties were delivered possession to the plaintiff those gifts were validly completed and the title was passed to the plaintiff. The mutation of names in the Revenue Records was effected the plaintiff has been the absolute owner of the suit properties. Except the plaintiff none of the defendants has got any right to the suit properties.

2.2 The 5th defendant was managing the suit properties on her behalf, as he had been managing them during the lifetime of her husband. That defendants 1 to 4 were the children born to her husband through his first wife. Her husband the donor, intended to enjoy only the income from the gifted properties during his lifetime, to which she had agreed. Accordingly,

the plaintiff's husband enjoyed the income until his death on 15.09.2011 after which the plaintiff became entitled to enjoy the income from the suit properties.

2.3 The 5th defendant, in collusion with the other defendants, failed to render proper accounts and falsely claimed that defendants 1 to 4 had rights over the property as legal heirs. She contended that the gifts were validly completed and could not be cancelled and any alleged cancellation by her husband was void and without legal effect. The defendants refused to hand over possession of the suit properties and were in wrongful possession from the date of the donor's death. The plaintiff reserved her right to claim damages for such wrongful use and occupation and she was obliged to file the suit for declaration of title, recovery of possession, and costs. The 5th defendant had died on 06.05.2021 and that no legal heirs had been impleaded. Therefore, the plaintiff prays for right, title and interest over the suit properties, and direct the defendants to deliver possession within a specified time and in default, permit her to take possession through court process and for costs.

3. The averments of the written statement filed by the 1st defendant adopted to 3 and 4 defendants are as follows:-

3.1 The above suit for seeking a decree of declaration of the plaintiff's alleged right, title and interest over the suit properties, directing the defendants to deliver possession of the suit properties to the plaintiff, failing

which directing the plaintiff to take possession of the suit property through process of court and for costs etc., is not sustainable either in law or on facts of the case. The plaintiff is the second wife of Abdul Razak @ Asmath Basha Saheb. The defendant's 1 to 4 are son and daughters of Abdul Razak @ Asmath Basha Saheb through his first wife. The allegation that out of love and affection towards the plaintiff, Abdul Razak @ Asmath Basha Saheb voluntarily gifted the first time of the suit property to the plaintiff by executing a registered settlement deed dated 06.10.2009 is not admitted. Similarly, this defendants father executed another settlement deed on the same date itself, i.e., 06.10.2009, gifting the second time of the suit property also to the plaintiff is also specifically denied. The plaintiff has suppressed the correct facts and has come to this court on fabricated documents. The further allegation that the title of the suit properties passed on to the plaintiff on 06.10.2009 is also not correct. No such documents were ever executed by Abdul Razak @ Asmath Basha Saheb on his own will and volition.

3.2 The very fact that the plaintiff has come forward with this suit for delivery of possession itself will speak that no possession was given to the plaintiff on the date of the alleged settlement deeds of gift deeds. Hence, question of completion of gifts does not arise. The two settlement deeds said to be dated 06.10.2009 in respect of the two items of the suit properties have been brought into being by undue influence, coercion and fraud. On

06.10.2009, the said Abdul Razak @ Asmath Basha Saheb himself had no right to execute the said gift deeds. No doubt he was the previous owner of the suit properties. But on the date of the alleged settlement deeds, even if it is taken that the execution and registration of those documents are true, he had no right to execute the said gift deeds.

3.3 Under the Mohammedan Law, oral gift is permissible and recognized one. The said Abdul Razak @ Asmath Basha Saheb father of this defendant, was residing at No.5/2, Kattur Sadayappan Street, Periamet, Chennai - 3. While he was in a sound mind, he had gifted the suit properties to the defendants 1 to 4 on 03.08.2007 itself at 05.00p.m., at his residence. On 03.08.2007 itself he has settled these properties orally in favour of the defendants 1 to 4. The said Abdul Razak @ Asmath Basha Saheb has given 20% of share in the suit properties to each of his daughters i.e., Hajira, Nasreen, Yasmeen and Asfia Fathima. The remaining 40% share was gifted to this defendant. All the four of the defendants i.e., defendants 1 to 4 have accepted the said gift / Hiba (oral gift) on 03.08.2007 itself at 05.00 p.m., at the residence of Abdul Razak @ Asmath Basha Saheb. Subsequently, in order to confirm the oral gift / Hiba, the said Abdul Razak @ Asmath Basha Saheb has executed a letter dated 10.08.2007 in detail, confirming the earlier oral gift and delivery of possession on 03.08.2007 itself. When Hiba or oral gift was made by Abdul Razak @ Asmath Basha Saheb, the defendants 1 to 4 also

accepted the same and he also delivery possession of the properties in the presence of the 5th defendant. So, on 03.08.2007 itself. Hiba was made and delivery of possession of the suit properties were given to the defendants 1 to 4 as aforesaid and the gift of the suit properties i.e., both items, were accepted and complete. At the time of the gift or Hiba, at the request of the donees, i.e., defendants 1 to 4, an arrangement was made between Abdul Razak @ Asmath Basha Saheb and defendants 1 to 4 with reference to the income derived from the tannery. At the request of donees, i.e., defendants 1 to 4, the income of the suit properties and the business income derived from the tannery was to be managed by the donor, Abdul Razak @ Asmath Basha Saheb, till his lifetime, on behalf of the donees which they have unanimously decided. The same was also carried out. Abdul Razak @ Asmath Basha Saheb did not retain any right over the corpus. He retained the right, that too, at the request of the defendants 1 to 4, donees i.e., the right to manage income from the tannery and suit properties. All these facts are fully known to the plaintiff.

3.4 After the gift in favour of the defendants 1 to 4, Abdul Razak @ Asmath Basha Saheb had no right over the suit properties. He had only reserved his right to manage the income alone, that too, at the request of the defendants 1 to 4. He had no right over the corpus or immovable properties or machineries. Under these circumstances, the said Abdul Razak @ Asmath Basha Saheb had no right to execute any documents or any transactions of

the suit properties. He had no right of execute any settlement deeds or gift deeds in favour of the plaintiff on 06.10.2009 and he had already gifted the same on 03.08.2007 itself in favour of the defendants 1 to 4. On the date of the alleged settlement deeds the Abdul Razak @ Asmath Basha Saheb was not the owner of the suit properties. Hence, he had no right to deal with the suit properties and the said two settlement deeds, eve if true are not valid and not binding upon the defendants 1 to 4. Abdul Razak @ Asmath Basha Saheb had no title on 06.10.2009, question of passing on title on the plaintiff does not arise.

3.5 The 1st defendant, for himself and on behalf of the defendants 2 to 4, has been in possession of the suit properties, including the factories situated therein, since the date of Hiba, i.e., from 03.08.2007 onwards. The income from the factories alone was being managed by Abdul Razak @ Asmath Basha Saheb till his lifetime i.e., till the date of his death. Since August 2007, the defendants 1 to 4 are in possession and enjoyment of the suit properties by paying tax to the panchayat, tax to the Tamil Nadu Pollution Control Board etc., The factory license fee and electricity consumption charges are also being paid only by the first defendant for himself and on behalf of the defendants 2 to 4, for both the tanneries running the name and style "Naser Traders " in items 1 of the suit properties. Similarly, Aiysha Glue factory situated in item No.2 has also been taken possession by the defendants 1 to 4

through the first defendant and the said factory is also being managed only by the first defendant. For this property also, the tax payable to the panchayat, tax payable to the pollution control board, fee payable for factory license, electricity consumption charges etc., are being paid by the first defendant.

3.6 The plaintiff not in possession of the suit properties in pursuance of the alleged gift deeds dated 06.10.2009. No possession was given to her as Abdul Razak @ Asmath Basha Saheb himself was not in possession of these properties on 06.10.2009. He had already parted with the possession of the properties on 03.08.2007 itself. The said Hiba / oral gift has been confirmed by Abdul Razak @ Asmath Basha Saheb by this Hibanama dated 10.08.2007. The defendants undertake to produce the said letter at the appropriate time or at the time of the trial. The defendants 1 to 4 are not in wrongful possession, their possession is legal and they are in possession of the same in pursuance of the Hiba / oral gift made on 03.08.2007. Under these circumstances, the plaintiff is not entitled to ask for a decree for possession. The further claim of the plaintiff for damages for the alleged wrongful use and occupation from the date of death of the donor till the plaintiff is put to possession of the suit properties is also not tenable. She is not entitled to the possession of the suit properties which has already been gifted to the defendants 1 to 4 by their father on 03.08.2007. The recitals made under the document dated 06.10.2009 itself will prove that no physical or constructive possession was given to the

plaintiff. The very fact that the plaintiff makes a claim for possession of the suit properties will prove that she was not given possession of the suit properties by Abdul Razak @ Asmath Basha Saheb. That itself invalidates the alleged gift deed to be dated 06.10.2009. Even if the said execution and registration of those documents are true, as there was no delivery of possession to the plaintiff by Abdul Razak @ Asmath Basha Saheb, there is no completion of gift and the plaintiff cannot claim any right or title over the suit properties. Further, she cannot claim possession of the properties also on the basis of the alleged gift deeds. Merely because the documents dated 06.10.2009 are registered documents that does not mean that they are valid and enforceable. The said alleged gift is a imaginary one and even if true is not a complete one. When there is no delivery of possession of the properties to the plaintiff, question of claiming title and possession on the basis of the alleged gift does not arise.

3.7 The plaintiff came to the house of the defendants 1 to 4 as a servant and subsequently Lured Abdul Razak @ Asmath Basha Saheb and married him only under the guise of taking care of him. In fact she was married twice previously and married Abdul Razak only to grab properties from him. Taking advantage of the fact that she had become the second wife of Abdul Razak @ Asmath Basha Saheb, he himself has given sufficient properties for her maintenance . She has been given properties worth more than Rs.3 crores.

Under these circumstances, in order to avoid any future complications, Abdul Razak @ Asmath Basha Saheb made the oral gift dated 03.08.2007 and executed Hibanama dated 10.08.2007, confirming the earlier oral gift in favour of the defendants 1 to 4.

3.8 The further allegations regarding cancellation of the gift deeds are also not correct. The gift deeds said to be dated 06.10.2009 themselves are not a valid documents. Whether they are revoked or not, those documents are invalid documents and are not enforceable, as the gift was not complete eve as per the plaint averments. Under these circumstances, the allegation that revocation deed is non-est in law is not correct. Whatever it may be Abdul Razak @ Asmath Basha Saheb has parted with the property even on 03.08.2007 by way of Hiba. The computerized chitta and adangal extracts have been manipulated with the help of the VAO, those documents are not documents of title. As the plaintiff has no title over the suit properties, she is not entitled to claim a decree for declaration of her right and title over the suit properties. The plaintiff has not come with clean hands and there are no bonafides on the part of the plaintiff.

4. The averments of the written statement filed by the 2nd Defendant are as follows:-

4.1 The suit for partition as such filed by the plaintiff is not at all sustainable either in law or on facts. The plaintiff was the 2nd wife of

Late. Abdul Razack was false that there was no valid marriage between them. She being the daughter of Abdul Razack and was aware of his deep affection for his first wife Zahida Begum that he would not have remarried after her death with the plaintiff. That Abdul Razack had voluntarily gifted the suit properties to the plaintiff out of love and affection was false. After the death of Zahida Begum he had settled the suit properties in favour of defendants 1 to 4 who are his children through his 1st wife by way of an oral gift (Hiba) on 03.08.2007 in the presence of witnesses. The gift was accepted and acted upon by all concerned.

4.2 The oral gift was confirmed by Abdul Razack through a later dated 10.08.2007 and that possession of the properties had also been handed over to the defendants jointly was also confirmed on the same day. The plaintiff had no right, title or interest over the suit properties. The defendant denied the claim that the 5th defendant was managing the properties under the direction of the plaintiff and stated that the 5th defendant had been acting only under the instructions of Abdul Razack and later under defendants 1 to 4. She asserted that the 5th defendant was merely a manager and not acting on behalf of the plaintiff.

4.3 The defendant denied the plaintiff's claims regarding entitlement to income from the properties and stated that after the gift, the income was used by Abdul Razack for his personal needs and family expenses as decided

by defendants 1 to 4 allowing him to enjoy the income during his lifetime. The defendant denied allegation of collusion and stated that the 5th defendant had no such involvement. That the suit was liable to be dismissed for misjoinder of parties, as the 5th defendant was not a necessary party and also claimed that there was no cause of action for the suit. The 5th defendant is no way answerable to the plaintiff he is answerable for the defendants 1 to 4 and he is under no obligation to render any accounts to the plaintiff.

4.4 The defendant asserts that the alleged gift deed is invalid because the plaintiff was never granted possession of the properties. They argue that the plaintiff's own request for possession proves the deed was never acted upon and therefore cannot be legally recognized as a settlement. The Late.Mr.Abdul Razak was justified in cancel ling the settlement deed because it was never completed or accepted by the plaintiff. The defendant claims that during 2009 Mr.Razak's physical and mental health were compromised. They alleged that the plaintiff exerted undue influence over him specifically through the use of "Black Magic" which cast doubt on the legitimacy of the deed's execution.

4.5 That Abdul Razak had already gifted the properties to his children defendants 1 to 4 who had already accepted and taken possession of the land. That Abdul Razak eventually realized the plaintiff had defrauded him while he was under her influence. Consequently, he chose to cancel the

settlement deed immediately upon regaining his independence.

5. Reply statement filed on behalf of the plaintiff:

5.1 The written statement filed the defendants as false save those that are specifically admitted herein and puts the defendants to prove them. The plaintiff reiterates that her husband had gifted the suit properties out of love and affection towards the plaintiff voluntarily on his own Will on 06.10.2009 by executing settlement deeds and duly attested by witnesses and he same was accepted and the properties were delivered possession to her and to the effect of it, mutation of names in revenue records were effected. The Hiba was completed and the plaintiff has become the absolute owner of the suit properties and none got any manner of right title and interest whatsoever in the suit properties. The 5th defendant was managing the suit properties on the direction of the plaintiff, as desired by the plaintiff's husband, the plaintiff also agreed that the income from the gifted properties be enjoyed till his life time. Thereafter the 5th defendant in collusion with the other defendants did not render proper account to the plaintiff and also in support of them stated that the gift was canceled and refused to hand over the possession of the suit properties and thus they are in wrongful possession from the date of death of plaintiff's husband. The plaintiff's husband died on 15.09.2011 due to Ischaemic heart disease and immediately the defendants 1 to 4 have ransacked the plaintiff's house by opening the door when she was in hospital and during

her absence took away her 500 grams of jewel and cash of Rupees 8 1/2 Lakh and the original settlement deeds and also other documents like passport, bank passbook to deprive the plaintiff of her rights to the properties, There have been complaint given to police. Thereafter the plaintiff sent notice to the defendants on 01.06.2012 which was received by the 1st defendant on 08.06.2012 and the 5th defendant on 07.06.2012 but they have neither replied nor complied with the requests. The marriage certificate between the plaintiff and the Abdul Razak @ Asmath Basha Saheb issued by the Muthavalli of Nawab Azeez Khan Bahadur Mosque of Vaniyambadi is filed hereunder. The allegations made in paras 5 to 12 are false.

5.2 In Para 13 to 16 in D1's written statement are denied. The oral gift setup by the defendants 1 to 4 are fictitious and imaginary. The alleged confirmation letter dated 10.08.2007 is not filed into court to avoid the same from the plaintiff's verification about its truth and validity and genuineness. The non filing of the confirmation letter along with the written statement shows that there is something wrong with the genuineness of the letter especially the letter is based upon oral Hiba and to avoid the proper security of the letter the 1st defendant has not chosen to file the letter into court. The defendants who are in wrongful possession is legally bound to pay damages to the plaintiff for the use and occupation and the defendants cannot escape from their liability.

5.3 The allegations to the effect that Abdul Razak @ Asmath Basha Saheb himself has given some properties for her maintenance is not correct since the suit properties are in wrongful possession and enjoyment of the defendants, the plaintiff is obliged to file the suit for declaration and for possession. The defendants are openly stating that the settlement deeds are canceled in order to justify their illegal possession.

6. The averments of the Additional written statement filed by the 1st defendant, and adopted by defendants 3 and 4 are as follows:-

6.1 The defendant denied the allegations made in the reply statement filed by the plaintiff. That Abdul Razak Saheb @ Asmath Basha Saheb had voluntarily executed two settlement deeds on 06.10.2009, out of love and affection for her. The possession of the suit properties was delivered to the plaintiff or that any mutation of names in the revenue records were effected are all absolutely false. It was asserted that the Late.Abdul Razak Saheb, father of defendants 1 to 4 had already gifted the properties to them via oral Hiba on 03.08.2007.

6.2 The defendants maintained that Abdul Razak Saheb confirmed this gift through individual confirmation letters dated 10.08.2007. While he was permitted to manage the income from the tannery during his lifetime at the defendant's request, he had divested all rights and titles over the properties on 03.08.2007 in favour of the defendants 1 to 4. Consequently, the

defendants argued that the deceased had no remaining legal right to execute any settlement deeds in favour of the plaintiff on 06.10.2009. The plaintiff's documents were the product of fraud, coercion and undue influence. Even if the registration was genuine, they argued it could not supersede their prior rights.

6.3 The defendants disputed the plaintiff's claim of being in possession of the properties since 06.10.2009. They noted that the plaintiff's own prayer for "delivery of possession" in the lawsuit proved she was not actually in possession. While admitting that Abdul Razak Saheb died on 15.09.2011, the defendants denied he was suffering from serious ischemic heart disease. They expressed shock at his sudden death in Bangalore, he had been active in real estate business until his passing. The defendants alleged that the deceased had purchased several properties in the plaintiff's name for business purposes, but the plaintiff developed a desire to misappropriate them. They claimed she took him to Bangalore without their knowledge and consent of the defendants.

6.4 They characterized the plaintiff's 06.10.2009 settlement deeds as "spurious" and "concocted", pointing out a lack of a clear cause of action in her pleadings. The defendants flatly denied the plaintiff's allegations that they had ransacked her home and stolen 500 grams of gold, 8.5 lakh rupees in cash, and her original settlement deeds and other documents like bank

passbook, passport etc.,The plaintiff have to prove the possession of the jewels and cash of Rs.8,50,000/- and the original settlement deeds relied on by the plaintiff are not with the defendants. The plaintiff's marriage certificate issued by the Muthavalli of Vaniyambadi did not validate her claim to the suit properties. They reiterated that the prior oral Hiba rendered any subsequent settlement deeds legally void, regardless of whether they were registered.

6.5 The defendants referenced the confirmation letters from 10.08.2007 and undertook to produce the originals before the trial. Regarding the plaintiff's legal notices dated 01.06.2012 and 07.06.2012 was incorrect. The first defendant claimed to have sent a reply dated 14.06.2012 and denying the allegations but noted that a detailed response was delayed due to his daughter's wedding. They also noted that some notices were sent to incorrect addresses for defendants 2 to 4. That the delay in providing a detailed reply and the plaintiff's delay in re-presenting her suit were due to the plaintiff's own out of court settlement overtures. They reaffirmed that the plaintiff derived no title from the 2009 settlement deeds. They reiterated that the lack of physical delivery of possession made the alleged gift to the plaintiff invalid under law.

6.6 The defendants accused the plaintiff of failing to produce original settlement deeds to avoid scrutiny, instead filing only registration copies. The allegations of theft and ransacking were fabricated only after the

plaintiff saw the defendants initial written statement. The oral gift followed the requirements of Mohammedan Law and was fully supported by the 10.08.2007 confirmation letters. They dismissed claims against the 5th defendant regarding account rendering that the 1st defendant holds possession on behalf of the family. Therefore, they prayed to dismiss the suit with costs.

7. On perusal of pleadings following issues were framed by my learned predecessor:-

1. *Whether the plaintiff is entitled for declaration of title as prayed in suit?*
2. *Whether it is true the deceased Abdul Razad @ Asmath Basha Saheb, settled the suit properties in favour of plaintiff through settlement deeds dated 06.10.2009?*
3. *Whether it is correct that the deceased Abdul Razad as no right and title to the suit property on 06.10.2009 to execute settlement deeds?*
4. *Whether it is correct the settlement deeds dt.06.10.2009 obtained by plaintiff under undue influence, coercion and fraud?*
5. *Whether it is correct the deceased Abdul Razad made oral Hiba to the defendants on 03.08.2007 and executed confirmation deed on 10.08.2007 and the oral Hiba was accepted and acted upon?*
6. *Whether the plaintiff is entitled for consequential relief of delivery of possession?*
7. *To what other relief?*

On perusal of reply and additional written statement the additional

Issue was framed by my learned predecessor:-

Whether it is true that the defendants 1 to 4 have ransacked the

plaintiff's house in her absence immediately after the demise of Abdul Razack @ Asmath Basha Saheb and taken away her belongings including the original settlement deeds dt.06.10.2009?

8. On the side of the plaintiff, Tmt.Shamshed Begum was examined herself as PW1 and Ex.A1 to Ex.A10 were marked and one another witness Tr.Riyaz Ahmed was examined as PW2. On the side of the defendants, Tr.Abrar Ahmed was examined himself as DW1 and Ex.B1 to Ex.B13 were marked.

9. Arguments of both parties:

9.1. The learned counsel appearing for the plaintiff, in addition to the written argument, contended that the plaintiff's husband, late Abdul Razack @ Asmath Basha, executed two registered settlement deeds dated 06.10.2009 in respect of the suit properties. Pursuant to the execution of the settlement deeds, possession of the properties was delivered to the plaintiff, who accepted the gift and it acted upon. It was further contended that the fifth defendant continued to manage the suit properties under the direction of the plaintiff, as he had been doing during the life time of her husband. After the demise of the plaintiff's husband, the fifth defendant failed to render proper accounts and falsely claimed that settlement deeds had been cancelled by the settlor. The plaintiff has proved the due execution of the settlement deed through PW2, one of the attesting witnesses. On the other hand, the defendants have failed to establish the alleged oral Hiba. According to the

learned counsel, the plea of Hiba is only an afterthought, invented solely to defeat the lawful claim of the plaintiff. The plaintiff has successfully established that the settlement deeds were validly executed by her husband, possession was delivered pursuant thereto, and the revenue records were duly mutated in her favour, thereby evidencing her possession. Taking advantage of the demise of the plaintiff's husband, the defendants ransacked the plaintiff's house by taking custody of original settlement deeds along with the parent title deeds relating to the suit properties. The defendants have failed to prove the alleged oral Hiba. The so called confirmation Hibinama was suppressed for several years and was produced only after 14 years. The essential ingredients of oral Hiba have not been established by examining witnesses. Hence it was prayed that the suit be decreed as prayed for and in support of his contention the learned counsel relied upon the decisions of *The Hon'ble Supreme Court of India in Abdul Rahim & Others Vs. SK. Abdul Zabbar & Others reported in [2009] 4 S.C.R. 32*, *The Hon'ble Supreme Court of India in the case of Dharmrao Sharanappa Shabadi and Others Vs. Syeda Arifa Parveen reported in 2025 LiveLaw (SC) 973* and *Judgment of the Hon'ble High Court of Madras in S.G.Mahaboob Basha (Died) Vs Tmt.Najumunnisha in A.S.580/2002 and CMP.No.665/2002 dated 30.12.2009.*

9.2 Per contra, the learned counsel appearing for the defendants, in addition to the written argument, vehemently contended that defendants 1 to 4

are the children of late Abdul Razack @ Asmath Basha through his first wife. While he was in a sound and disposing state of mind, he made a valid oral gift (Hiba) of the suit properties in favour of the defendants 1 to 4 on 03.08.2007. The donees accepted the gift and possession of the suit properties was simultaneously delivered to them. It was further argued that in order to confirm the earlier oral Hiba, the donor executed a written confirmation letter Hibinama dated 10.08.2007 in the presence of the defendant and one Sujauddin, an Advocate practising at Bangalore, who is a friend of Abdul Razack @ Asmath Basha.

9.3 The learned counsel further argued that the suit properties comprise two tannery units together with the lands and buildings, continuously maintained by the first defendant. The first defendant has been paying the electricity consumption charges payable to the Tamil Nadu Pollution Control Board and factory license fees. The principal contention of the defendants is that the oral Hiba was completed in the year 2007. Consequently after making oral Hiba the donor was divested all of his rights, title and therefore had no legal right to execute the settlement deed dated 06.10.2009 in favour of the plaintiff. It was further contended that the plaintiff must succeed or fail on the strength of her own case and cannot derive any advantage by pointing out alleged weakness of the defendant case. According to the defendants, the alleged settlement deed were never acted upon and possession of the suit

properties was never delivered to the plaintiff. The prayer seeking recovery of possession establishes that the defendants have been in possession of the suit properties and have been operating the tannery units. Therefore the plaintiff has acquired no valid legal right, interest, title over the suit properties on the basis of the alleged settlement deed and prayed to dismiss the suit with exemplary costs and relied the citations reported in *2018 (2) MWN (Civil) 732 Radha Krishnan & Others Vs. Tamilarasi and Others, 2001 Supreme (Mad) 955 Manavalan Vs. Chennammal and Others, Hon'ble High Court of Madras in the case of P.Venkataraj Rao Vs.R.N.Krishnaveni & Others in C.S.475/2009, 2019 5 LW 128 in the case C.Kumarasamy Vs. P.Thamayandhi & Others, and 2025 Supreme (online) (Mad) 742 2001 3 LW 70433.*

10. Issues Nos.1 to 5 & Additional Issue :

10.1 Since Issues 1 to 5 and the additional issues are interconnected, they are taken up together for consideration. It is admitted that the plaintiff is the second wife of Abdul Razack @ Asmath Basha and that the defendants 1 to 4 are children of Abdul Razack @ Asmath Basha through his first wife. The marriage between the plaintiff and the said Abdul Razack @ Asmath Basha was celebrated in the year of 2008. The second defendant denied the relationship of the plaintiff however the other defendants admitted that plaintiff is the wife of Abdul Razack @ Asmath Basha. Therefore the relationship of the parties except the fifth defendant who was the manager of

the tannery units in the suit properties, was admitted.

10.2 It is the specific case of the plaintiff, that out of love and affection her husband voluntarily executed two registered settlement deeds dated 06.10.2009 bearing Doc.No.1936/2009 and Doc.No.1937/2009, in respect of the suit schedule properties. Registration copies of the said settlement deeds have been marked as Ex.A1 and A2. PW2 one of the attesting witness has categorically deposed that Abdul Razack @ Asmath Basha executed the settlement deeds voluntarily in a sound disposing state of mind without any coercion or undue influence. The PW1 / plaintiff has deposed that possession of the suit properties was delivered to her, she accepted the gifts and that the gifts were acted upon. In support of her possession of the suit property the plaintiff has marked Exs.A6 to A9 namely the Chitta and Adangal for the years 2011 and 2012. Though as alleged by the defendant's counsel these revenue records are not documents of title, they indicate that the revenue authorities mutated the records in favour of the plaintiff pursuant to the registered settlement deeds Ex.A1 and A2 and thereby lend support to her claim of possession. In order to prove possession based on oral Hiba dated 03.08.2007, no such documents produced by the defendant to prove that the defendants are in possession based on oral Hiba, it also strengthen the case of the plaintiff.

10.3 The learned counsel for the defendants argued that

the plaintiff has not produced the original settlement deeds dated 06.10.2009 and has relied only upon the registration copies marked as Ex.A1 and A2. It was further argued that the plaintiff had filed an petition under Order XI Rule 14 of CPC seeking production of the originals from the defendants on the allegation that the defendants had ransacked the plaintiff's house and taken away the originals, but the said petition was dismissed by this court. According to the defendants in a suit for declaration, the burden entirely lies upon the plaintiff has to prove her title and non production of the original settlement deeds Ex.A1 and A2 is fatal to her case. However the defendants content that possession of the suit properties had already being delivered to them by the donor under the oral Hiba, dated 03.08.2007 and original deeds along with parent title deeds were also handed over by the donor to the donees. In support of the said contention the donees have produced the original sale deed Ex.B1 to B4, the original sale deeds standing in the name of Abdul Razack @ Asmath Basha and his predecessor-in-title.

10.4 The plaintiff has specifically pleaded in the reply statement that immediately after the death of her husband, the defendants ransacked her house and taken away the original settlement deeds, cash, jewels and valuable documents. Admittedly there is no police complaint was lodged for the above allegation. However, the DW1 / first defendant during his cross examination made the following admissions, the original settlement deeds are in my

custody.

"என்னுடைய முதல் விசாரணைக்கான பிரமாண வாக்குமூலத்தில் பத்தி 2ல் வாதி பெயரில் தாவா சொத்து நாமகார்த்தமாக பெயரளவில் எழுதப்பட்டுள்ளதாக கூறியுள்ளேன் என்றால் சரிதான்."

"அசல் ஆவணம் வருவாய்த்துறையினரிடம் வாதி சமர்ப்பிக்கவில்லை என்று யார் என்னிடம் சொன்னார்கள் என்றால், அசல் ஆவணம் என்னிடம் தான் உள்ளது அதனால் தான் அவ்வாறு சொல்கிறேன்"

10.5 This admission of DW1 assumes considerable significance. The defendants have not offered any satisfactory explanation as to how the original settlement deeds admittedly executed in favour of the plaintiff came in to custody of first defendant. Though no police complaint was lodged by the plaintiff for the allegation of ransacking the house by the defendants, the admission of original settlement deeds is with the defendants probablise the allegation of ransacking the plaintiff's house immediately after the death of her husband.

10.6 DW1 has further admitted that he was not personally aware of the circumstances under which Ex.A1 and A2 settlement deeds were executed. He has also admitted that his father was a devout Muslim who always acted in accordance with Islamic religious principles and would never

lie or Usurp the property of others. Further admitted that the defendants on 08.06.2012 received the legal notice issued by the plaintiff. The first defendant challenged the alleged settlement deed Ex.A1 and A2 however in his evidence stated that he was not aware of Exs.A1 and A2 settlement deeds. Though the defendants challenged the validity of Exs.A1 and A2, DW1 simultaneously admitted that the original settlement deeds were in his possession. Such contradictory stands materially weaken the defendants. Materially because the plaintiff did not lodge a police complaint about the ransacking of her house, her entire case cannot be disbelieved in view of admission of DW1 regarding the custody of the originals. The burden was upon the defendants to explain the circumstances under which they obtained possession of those documents but no such explanation has been adduced by them. Consequently this court finds that the plaintiff has satisfactorily established the due execution of the settlement deeds, their acceptance, delivery of possession by the settlor and the subsequent mutation of the revenue records in her favour.

10.7 Though Exs.A6 to A9 Patta, Chitta and Adangal are not a document of title, it being a revenue records to establish possession. These documents Exs.A6 to A9 together with Exs.A1 and A2 and the oral evidence of PW1 and PW2 substantially strengthen the plaintiff's case that possession had been delivered pursuant to the settlement deeds.

10.8 The specific case of the defendant is that even prior to the alleged execution of settlement deeds, Abdul Razack @ Asmath Basha had already made an oral Hiba in favour of the defendants 1 to 4 on 03.08.2007 and which was confirmed through written Hibanama dated 10.08.2007, marked as Ex.B8, in the presence of defendants and one Sujauddin of Bangalore his Advocate friend. Based on the Hiba on 03.08.2007 the defendants 1 to 4 / donees accepted the gift and possession was delivered to them. Therefore the defendants contended that Hiba 03.08.2007 was long before the alleged settlement deeds of 06.10.2009, thereafter the defendants were in continuous possession of the suit properties running the tanneries in the name of Naser Traders and Ayisha Glue paying property tax, charges to the Tamil Nadu Pollution Control Board, Factory License Fee and Electricity Charges which proved by Ex.B9 to Ex.B13, therefore the plaintiff have no right, title over the suit property based on the settlement deeds. The Abdul Razack @ Asmath Basha/ the donor gifted the suit properties by way of Hiba on 03.08.2007 to the donees and they accepted the gift, in that circumstances the donor had no right, interest, title over the suit properties to execute the subsequent settlement deeds dated 06.10.2009 in favour of the plaintiff.

10.9 The defendants at one stage contend that the alleged the settlement deeds were obtained by fraud, coercion and undue influence. At another stage

they admit the execution of the settlement deeds but contend that they were subsequently cancelled by the settlor. Simultaneously the defendants rely upon an earlier oral Hiba said to have been effected in the year 2007. The defendants pleaded the oral Hiba in their written statement, they did not produced the alleged Hiba confirmation letter Ex.B8 before the court at the earliest point of time. The document Ex.B8 was brought on record only after a considerable lapse of time. More importantly despite asserting that possession had been delivered under the oral Hiba in 2007, the defendants admittedly did not take any steps to mutate the revenue records in their favour. This omission assumes considerable importance and casts serious doubt on the genuineness of the alleged oral Hiba.

10.10 Though the gift by an Mohammedan Law is not required to be in writing and need not be registered under the registration act. Hiba be complete when there should be a declaration of the gift by the donor Abdul Razack @ Asmath Basha, acceptance of the gift by or on behalf of the donees and delivery of possession of the property by the doner. When these essential conditions are fulfilled then only the Hiba becomes complete and valid. The plaintiff on 06.01.2012 itself issued a notice Ex.A3 to the defendants and it was also received by the first and fifth defendant evident by Ex.A4 and A5. The defendants though pleaded challenging the settlement deed, contenting the Hiba in the written statement, denying the relationship failed to state what

prevented the defendant to issue a reply notice by declaring that the suit properties were gifted by their father by way of Hiba on 03.08.2007 and confirmation letter Hibanama on 10.08.2007 executed before the witnesses. No such declaration of Hibanama in the reply notice, for the first time in written statement for a very long period of years creates reasonable suspicion about the Hiba which was an after thought for this suit.

10.11 The burden of proving about a valid oral Hiba rest upon the defendants who claim title thereunder. There is no averments in the pleadings that the Hiba was fully explained to the donor by the donees or donor's friend who is an advocate at Bangalore. Also there is no pleadings that the donor acting independently without any influence from the donees. The defendants have failed to examine any independent witnesses to establish the essential ingredients of a valid Hiba

10.12 It is alleged in the written confirmation letter Hibanama in Ex.B8 apart from the defendants, one Mr.Sujauddin an Advocate practicing at Bangalore and another witnesses were present at the time of execution of the confirmation letter. Admittedly both the said witnesses are alive. However the defendants have choosen not to examine either of them and in his evidence also admitted that he did not consider it necessary to examine either of them. Even the other donees/namely defendant 2 to 4, have not entered the witness box. The failure to examine the material witnesses available to the

defendants gives rise to an adverse inference under section 114(g) of the Indian Evidence Act. DW1 admitted in his evidence that until filing of the written statement the defendants had never disclosed the existence of Ex.P8 or the alleged oral Hiba, these admissions by DW1 weaken the defense and casts serious doubt upon the genuineness of the plea of oral Hiba.

10.13 In this regard, the plaintiff relied, the Hon'ble Supreme Court citation reported in

2025 Live Law (SC) 973 in the case of Dharmrao Sharanappa Shabadi and Others Vs. Syeda Arifa Parveen held that

Mohammedan Law - validity of an oral gift (Hiba) - Succession rights - Limitation Pertaining to declaratory suits regarding immovable property - Held, an oral gift (hiba) under the Muslim Law cannot be projected as a surprise instrument to stake claims over a property - To constitute, a valid Hiba, all its necessary ingredients - i. declaration by donor, ii. acceptance by donee, iii. taking possession of land - are done publicly rather than secretly - Oral gift (hiba) is permissible in Mohammedan Law, the evidence of acting under the gift - Such as collecting rent, holding title, or effecting mutation is essential to substantiate the claim of possession - Oral gift was not proved by contemporaneous delivery of possession - The registered sale deeds and mutations carry presumption of validity and unchallenged possession by the defendants - Lack of effecting mutation in revenue records can be a crucial factor invalidating such a claim of gift, in the absence of other evidence of possession - Set aside order - Appeal allowed.

10.14 DW1, in his cross examination,

எங்களுக்கு எழுதிக் கொடுக்கப்பட்ட Hiba confirmation letter பி.வா.சா.ஆ.8ஐ நான் சாட்சி சொல்ல வருவதற்கு முன்பு மனு தாக்கல் செய்து முதன்முதலாக இந்நீதிமன்றத்தில் தாக்கல் செய்தேன். 2007ல் எழுதப்பட்டதாக சொல்லப்படும் பி.வா.சா.ஆ.8ஐ ஏன் 2023 வரை தாக்கல் செய்யவில்லையென்றால் அதைப்பற்றி எனது பதிலுரையில் முன்னரே குறிப்பிட்டுள்ளேன். எனது இரண்டாவது பதிலுரையில் 2 பி.வா.சா.ஆ.8 போல மற்றொரு ஆவணமும் உள்ளது என்று சொல்லியுள்ளேன் என்றால் சரிதான். பி.வா.சா.ஆ.8ஐ யார் தயார் செய்தார்கள் என்று அதில் குறிப்பிட்டு சொல்லப்படவில்லை என்றால் சரிதான். அதை என் தகப்பனார் வழக்கறிஞர் சுஜாவுதின் என்பவர் மூலம் தயார் செய்தார்.

பி.வா.சா.ஆ.8ல் சாட்சிகளாக பெங்களூரு வழக்கறிஞர் சுஜாவுதின், எனது மைத்துனர் பஸ்தூர் ரகுமான் கையொப்பம் செய்தார்கள். அவர்கள் இருவரும் உயிருடன் இருக்கிறார்கள் அவர்களை கேட்டால் தான் பி.வா.சா.ஆ.8ல் எந்த தேதியில் எங்கு வைத்து அவர்கள் அதில் கையொப்பம் செய்தார்கள் என்று தெரியவரும் என்றால் சரிதான்.

பெங்களூர் வழக்கறிஞர் சுஜாவுதின் எனது மைத்துனர் பஸ்தூர் ரகுமான் ஆகியோர்களை நான் சாட்சியாக விசாரிக்கப்போகிறேனா என்றால் அதற்கு என் தரப்பில் அவசியமில்லை.

வாதி 2012ல் கொடுத்த இரண்டு வழக்கறிஞர் அறிவிப்பை பெற்றுக்கொண்டு

பி.வா.சா.ஆ.8 பற்றி குறிப்பிட்டு சொல்லவில்லை என்றால் அந்த பதில் கடிதங்களை நான் அறிவிப்பை பெற்றுக்கொண்டதற்கு ஒப்புகை விவரம் மற்றும் அவற்றில் சொல்லியுள்ளேன்.

நான் பதிலுரை தாக்கல் செய்யும்வரை பி.வா.சா.ஆ.8ஐ பற்றி எங்கும் சொல்லவில்லையென்றால் சரிதான். வக்கிலிடம் சென்ற பிறகு தான் பி.வா.சா.ஆ.8யை தயார் செய்யவேண்டும் என்ற எண்ணம் எங்களுக்கு தோன்றியது என்றாலும் அதனால் தான் அதை மறைத்துவிட்டோம் என்றால் சரியல்ல.

10.15 The plaintiff has satisfactorily proved the execution of the registered settlement deeds by examining PW2 one of the attesting witnesses. The registered settlement deeds carries with it a presumption of the due execution, except for making **bald** allegations of fraud coercion and undue influence the defendants have not produced any acceptable evidence to rebut the presumption attach to the settlement deeds.

10.16 The defendant contend that the donor had already divested himself of title under the oral Hiba in the year 2007, they simultaneously plead that the settlement deeds executed in favour of the plaintiff were subsequently cancelled by the donor. The alleged cancellation of settlement deed is unilateral. A Unilateral cancellation of the settlement deeds in the absence of any power of revocation is void and has no legal effect.

10.17 Upon an overall appreciation of the evidence this court of the

view that the plaintiff has established the due execution of the settlement deeds, Exs.A1 and A2, on the other hand the defendants have failed to prove the oral Hiba. Therefore issues 1 to 5 and additional issue are answered in favour of the plaintiff and against the defendants.

11. Issue No.6:

11.1 In the above issues this court decided that the plaintiff has successfully proved the settlement deeds and that the gifts were acted and accepted in accordance with law. After the demise of the plaintiff's husband Abdul Razack @ Asmath Basha, the 5th defendant as per the direction of the defendants 1 to 4, refused to render proper accounts to the plaintiff and denied her title contenting that the settlement deeds had been cancelled. The plaintiff in order to prove her possession produce Ex.A6 to A9 the revenue records, Chitta, Adangal standing in her name. The DW1 in his evidence,

பி.வா.சா.ஆ.8 தட்டச்சு செய்யப்பட்டுள்ள லெட்டர் பேட் பேப்பரை பயன்படுத்தி சொத்து வரி மாற்றம் கோரி சென்னை மாநகராட்சிக்கு மற்றும் மின்சார வாரியத்திற்கு நாங்கள் ஏதும் மனு கொடுத்தோமா என்றால் அவ்வாறு அந்த லெட்டர் பேடை நாங்கள் பயன்படுத்தவில்லை. 2017 வரை யாரும் கேட்காததால் பி.வா.சா.ஆ.8யை நாங்கள் காட்டவில்லை.

2011க்கு பிறகாவது நாங்கள் தாவா சொத்துக்களை அனுபவிப்பதை காட்ட ஆவணங்கள் தாக்கல் செய்யவில்லை என்றால் சரியல்ல. பேக்டரி லைசன்ஸ், சுற்றுப்புற சூழல் அறிக்கையை தாக்கல் செய்துள்ளேன்.

வருவாய் ஆவணங்கள் வாதியின் பெயரில் உள்ளன. பி.வா.சா.ஆ.9 சொத்து வரி ரசீது இன்றுவரை என் தகப்பனார் பெயரிலேயே இருந்து வருகிறது.

தமிழ் நாடு சுற்றுச்சூழல் வாரியத்திற்கு வாதி 10 லட்சம் வீதம் இரண்டு முறை மொத்தம் ரூ.20 லட்சம் செலுத்தியுள்ளார் என்றால் அதுபற்றி எனக்கு தெரியாது.

சொத்து யாரின் சுவாதீனத்தில் உள்ளதோ அவரின் பெயரில் தான் வருவாய்த்துறை அதிகாரிகள் பட்டா வழங்குவார்கள் என்ற விவரம் எனக்கு தெரியுமா என்றால் தெரியும் அதன் அடிப்படையில் தான் வா.சா.ஆ.6 முதல் வா.சா.ஆ.8 ஆவணங்களை வாதி பெயருக்கு வழங்கியுள்ளார்கள் என்றால் சரியல்ல.

11.2 During the course of cross examination of DW1, admitted that the revenue records continue to stand in the name of the plaintiff. He further admitted that no application was submitted to the revenue authorities on the strength of Ex.B8 seeking mutation of revenue records. DW1 also admitted that the defendants had not relied upon Ex.B8 before any authority until the institution of the present suit, these material admissions weakens the defendants case. In Exs.A1 and A2 settlement deed the settlor delivered possession of the property but stated till his life time entitled for the income of

the property. The defendant in his evidence not disputed that the plaintiff paid Rs.20 lakhs in installments to the Tamil Nadu Pollution Control Board for running the business in the suit property, except Ex.B10, B11, B12 and B13, GST registration certificate, factory license, renewal of consent order by TNPC Board which are all of the years 2017, 2023 and 2022, long after the suit. Therefore those Ex.B10 to B13 do not establish that the defendants obtained possession of the suit properties in view of oral Hiba dated 03.08.2007.

11.3 It is admitted by the Abdul Rasazk during his life time running the tanneries in the suit properties and after his death the defendants 1 to 4 had retained possession by relying upon the alleged unilateral cancellation of the settlement deeds and the unproved plea of Hiba.

11.4 Since this court has already held that the plaintiff acquired title under the settlement deeds and the defendants have failed to establish the alleged oral Hiba, the continued possession of the defendants 1 to 4 cannot be treated as lawful. Therefore the plaintiff is entitled to recover possession of the suit properties from the defendants and this issue is answered in favour of the plaintiff.

12. Issue No.7:

In view of the findings recorded on issues No.1 to 6 and additional issue, this court holds that the plaintiff has established her title, interest and

right over the suit property by virtue of the registered settlement deeds Ex.A1 and A2 and she is also entitled to the relief of declaration of the title and recovery of possession as prayed for.

In the result, the suit is decreed as prayed for by declaring that the plaintiff having valid right, interest, title over the suit properties and directing the defendants to deliver the possession of the suit properties to the plaintiff within a period of 3 months from the date of judgment. In the event of default the plaintiff is at liberty to recover the possession of the suit properties through due process of law. Considering the relationship of the parties, there shall be no order as to costs and each party shall bear its own costs.

Dictated to Steno-typist directly, typed by her through computer, corrected and pronounced by me in open court, this the 24th day of June 2026.

**Additional District Judge (FTC),
Vellore.**

List of Witnesses examined on the side of the Plaintiff:-

PW1 - Tmt.Shamshad Begum

PW2 - Tr.Riyaz Ahmed

List of Exhibits marked on the side of the Plaintiff:-

Ex.A1	06.10.2009	Registration copy of settlement deed No.1936/2009 executed by Abdul Razak favour of plaintiff.
Ex.A2	06.10.2009	Registration copy of settlement deed No.1937/2009 executed by Abdul Razak in favour of plaintiff.
Ex.A3	01.06.2012	Copy of Notice sent by plaintiff's counsel to the defendants.
Ex.A4	07.06.2012	Postal Acknowledgment card of 5th defendant.
Ex.A5	08.06.2012	Postal Acknowledgment card of 1st defendant.
Ex.A6	19.12.2011	Copy of chitta for patta No.1847 in favour of the plaintiff issued by Deputy Tahsildar Gudiyattam.
Ex.A7	19.01.2012	Computerized copy of chitta for Pasali No.458 in favour of plaintiff issued by Tahsildar Gudiyattam.
Ex.A8	20.12.2011	Copy of Adangal for Pasali No.142 for Patta No.1847 issued by VAO.
Ex.A9	19.12.2011	Copy of Adangal for Pasali No.1421 for Patta No.458 issued by VAO.
Ex.A10	08.12.2011	Death certificate of Abdul razak issued by Deputy Health Officer Gandhi Nagar Range Bangalore.

List of Witnesses examined on the side of the Defendants:-

DW1 - Tr.Abrar Ahmed

List of Exhibits marked on the side of the Defendants:-

- Ex.B1 14.12.2004 Original sale deed executed by Haji N.Tahir Ahamed in favour of Abdul Razak (Doc.No.1155/2004).
- Ex.B2 25.11.1999 Original sale deed executed by Mohammed Iqbal in favour of Haji N.Tahir Ahamed (Doc.No.918/1999) in respect of the first item of the suit property.

- Ex.B3 15.12.2004 Original sale deed executed by Haji N.Tahir Ahamed in favour of Abdul Razak (Doc.No.1176/2004) in respect of the second item of the suit property.
- Ex.B4 06.11.1982 Original sale deed executed in favour of Haji N.Tahir Ahamed (Doc.No.43421/1982).
- Ex.B5 11.01.2005 Valuation report by a Chartered Engineer.
- Ex.B6 - Patta Passbook in the name of Abdul Razak in respect of the first item of the suit property.
- Ex.B7 - Patta Passbook in the name of Abdul Razak in respect of the Second item of the suit property.
- Ex.B8 10.08.2007 Original confirmation letter executed by Abdul Razak in respect of the first and second item of the suit property, confirming the oral gift made by him.
- Ex.B9 - Property tax receipt in respect of the second item of the suit property (3 Nos).
- Ex.B10 - Downloaded registration copy for the firm "Naser Traders" (Abrar Ahamed) issued by the Government of India (Form GST Reg - 06).
- Ex.B11 Downloaded Factory License with Annexure Nos.2 and 21 issued by the Directorate of Industrial Safety and Health Government of Tamil Nadu.
- Ex.B12 03.11.2022 Renewal of consent order for M/s.Naser Traders, issued by Tamil Nadu Pollution Control Board.
- Ex.B13 10.05.2022 Renewal of consent Order for M/s.Iysha Glue Factory, issued by Tamil Nadu Pollution Control Board.

**Additional District Judge (FTC),
Vellore.**