



C.S.No.670 of 2016

WEB COPY **A.A.NAKKIRAN, J.**

When the matter came up for hearing, on perusal of the pleadings and other materials on record, the following issues are framed for consideration:

1. Whether the settlement deed dated 19.11.2009, registered as Document No.1872/2009 at the SRO Adyar executed by the defendant in favour of the plaintiff in respect of plaint Item 2 schedule mentioned property is valid and legally executed one and is binding upon the defendant?

2. Whether the defendant is entitled to seek (B) prayer of counter claim to declare the settlement deed dated 19.11.2009, registered as Document No.1872/2009 at the SRO Adyar executed by the defendant in favour of the plaintiff in respect of plaint Item-2 schedule mentioned property without seeking the relief of declaration of title in respect of plaint Item-2 schedule mentioned property?

3. Whether the plaintiff constructed the plaint Item-3 flat building out of his own money in pursuant to the agreement between the plaintiff and the defendant?

4. Whether the plaintiff is the absolute owner with absolute possession of plaint Item 2 and plaint Item-3 schedule property?

5. Whether the plaintiff is in lawful possession of the plaint Item-1, Item-2 and Item-3 schedule mentioned property?



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6. *Whether the defendant is entitled only to 37% of the rental income derived from plaint Item-3 schedule property, in pursuant to the oral agreement between the plaintiff and the defendant and for no other relief?*

7. *Whether plaint Item-5 schedule mentioned service apartment building over the plaint Item-4 schedule property was constructed by the plaintiff out of his own money and entire money for the said construction being Rs.2,50,00,000/- was provided by the plaintiff?*

8. *Whether the plaintiff is in lawful possession and enjoyment of the plaint Item-4 and Item-5 schedule property?*

9. *Whether the defendant is entitled only to 20% of the rental income deserved from Item-5 of the plaint schedule property and for no other relief?*

10. *Whether the plaintiff is entitled to permanent injunction restraining the defendant or her men or her agents from interfering with the plaintiff's peaceful possession and enjoyment of the plaint Item-1, Item-2, Item-3, Item-4 and Item-5 of the plaint schedule mentioned property?*

11. *Whether the defendant is entitled to seek for recovery of possession in respect of Item-5 plaint schedule property?*

12. *Whether the defendant is entitled to a sum of Rs.3,00,000/- per month towards damages for illegal use and occupation of the Item-5 plaint schedule property?*

13. *Whether the plaintiff is in illegal usage and occupation of the Item-5 schedule mentioned property?*



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14. Whether the defendant is entitled to claim any right, claim or interest over the Item-1, Item-2, Item-3, Item-4 and Item-5 of the plaint schedule when the defendant committed offences u/s.147,148, 427, 452, 307, 506(ii), 436 read with 120B IPC against the plaintiff with a motive to illegally grab all the items of plaint schedule mentioned property.

15. Whether the plaintiff obtained plaint Item-2 property by coercion and tricked the defendant in executing the settlement deed bearing Document No.1872 of 2009 dated 19.11.2009 as security for the loan of Rs.25,00,000/- as claimed by the defendant?

16. Whether the plaintiff has received the loan of Rs.25,00,000/- given by him voluntarily to the father of defendant while the suit Item-3 was being developed as claimed by the defendant and the settlement deed bearing document No.1872 of 2009 dated 19.11.2009 is to be declared as illegal, null and void as claimed by the defendant?

17. Whether the plaintiff's claim that the plaint Item-3 property was raised by his contribution of Rs.66 lakhs is established by the plaintiff?

18. Whether even constructive possession was with the plaintiff when admittedly even the rental agreements pertaining to suit Item 3 were executed by the defendant and tenants also handed over the possession back to the defendant?



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19. Whether the plaintiff is right in claiming that there was an oral agreement that the defendant was entitled only to receive 37% of rent from the plaint Item-3 property when the cost of construction of the plaint Item3 is far below the admitted cost of plaint Item 1 & 2 and also admittedly belongs to defendant?

20. Whether the plaintiff is entitled for the relief of declaration of ownership over plaint Item 3 property constructed over plaint Item-1 and 2?

21. Whether the plaintiff has engineered the story of assault and conduct of defendant as immoral women to usurp her property?

22. Whether the plaintiff has established that the suit Item-5 was raised by him as per the alleged oral arrangement of sharing the rent to get the relief as claimed by him?

23. Whether the plaintiff is entitled to resist the counter claim of the defendant when admittedly no response/defence to the same has been raised by the plaintiff?

24. To what relief the parties are entitled?

2. For filing affidavit of list of documents and for inspection and typed set of papers, by one week.



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3. After such compliance, post the suit before the Additional Master concerned, on 03.12.2024 for recording evidence.

26.11.2024

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