



A.S.(MD)No.91 of 2012

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

**RESERVED ON : 20.12.2022**

**PRONOUNCED ON : .01.2023**

**CORAM**

**THE HONOURABLE MRS.JUSTICE N.MALA**

**A.S.(MD)No.91 of 2012**

1.K.N.Ravindran

2.K.N.Manoharan ... Appellants/Defendants 1 and 2

**Vs**

1.G.Venkatesh Suresh ...1<sup>st</sup> Respondent/Plaintiff

2.K.N.Radhakrishnan ...2<sup>nd</sup> Respondent/3<sup>rd</sup> defendant

3.M.Bagyalakshmi

4.G.Rajeshkumar

5.V.Vijayalakshmi ... Respondents 3 and 4/  
Defendants 4 and 5

6.V.Joshnika

7.V.Jeshwanth ...Respondents

*(R5 to R7 are brought on record a legal heirs of the deceased 1<sup>st</sup> respondent vide Court order dated 25.08.2022 in C.M.P(MD)No.7595 of 2022 in A.S(MD)No.91 of 2012)*



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**PRAYER:** Appeal Suit filed under Section 96 read with Order 41 of Code of Civil Procedure, to call for the records and to set aside the judgment and decree dated 26.04.2012 passed in O.S.No.71 of 2009 on the file of Additional District Cum Fast Track Court, Dindigul.

For Appellant : Mr.H.Lakshmi Shankar  
For R1 : Died  
For R2 : No Appearance  
For R3 to R7 : Mr.M.R.Srinivasan

### **JUDGMENT**

The unsuccessful defendants 1 and 2 are the appellants in the appeal.

#### **Facts:**

2. The plaintiff and the 5<sup>th</sup> defendant are the sons of one Ganalakshmi, who is the sister of defendants 1 to 4. The suit property was purchased by the plaintiff and the defendants 1 to 5 under two different sale deeds, dated 12.12.1996 from one Thirumalaikolunthu Pillai and others. According to the plaintiff as the joint purchaser of the suit property, the plaintiff was entitled to 1/6 share in the suit property.

3. The case of the plaintiff is that the defendants 1 to 3 being maternal uncle of the plaintiff wanted to start a business in the suit property, which was purchased as cited supra for the purpose of running a Ginning Factory in the



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name and style of Sri Rathina Kalyana Vinayagar Ginning Factory. The factory was run in partnership by the plaintiff and defendants. The defendants 1 to 3 were in charge of the business and near about the year 1997 when differences arose between the parties, the defendants 1 to 3 expressed their desire to run the business by themselves. Accordingly the plaintiff, defendants 3 to 5 executed a deed of retirement from the partnership business alone in favour of the defendants 1 and 2 on 31.01.2003. According to the plaintiff, the retirement deed was effected only with regard to the partnership business and not with respect to the suit property. The plaintiff was pressing the defendants to amicably divide the suit property but the defendants 1 and 2 were evading the same. The plaintiff as the co-sharer of the suit property entered into an agreement of sale in favour of one K.Rajaram on 02.05.2007 for which the defendants sent a notice on 07.07.2008 to the plaintiff directing him to cancel the sale agreement as according to them, the plaintiff had released his right in the suit property in their favour. The plaintiff issued a reply notice on 28.07.2008 to the said notice. As the defendants did not come forward to divide the properties, the plaintiff filed the suit for partition of his 1/6<sup>th</sup> share in the suit property.

4. The defendants 1 and 2 filed a written statement admitting that the suit properties were purchased jointly by the plaintiff and the defendants 1 to



4. The defendants further submitted that the plaintiff had 1/10 share under the sale deed and not 1/5<sup>th</sup> share as claimed because the sale consideration of Rs.29,400/- was paid by the plaintiff and the fifth defendant jointly. According to the defendant, as the partnership business was running in loss and as the plaintiff and defendants 3 to 5 did not want to share the liabilities of the business, they wanted to retire from the partnership business. Therefore, on 31.01.2003, the plaintiff and the defendants 3 to 5 executed relinquishment deed relinquishing their right in the partnership business and as such, the plaintiff had no right in the suit property. According to the defendants 1 and 2, at the time of retirement of the plaintiff from the partnership business, the accounts were settled and the retired partners were settled their share. The defendants further submitted that as a consequence of the retirement deed, the plaintiff and the defendants 3 to 5 relinquished their shares in favour of the defendants 1 and 2 and received some other properties for their share. According to the defendants, the plaintiff and the defendants entered into a family arrangement on 12.02.2003 in the presence of witnesses, whereunder, the plaintiff and the defendants 3 to 5 relinquished their right in the suit property in favour of defendants 1 and 2 and the defendants 1 and 2, in pursuance of the said family arrangement on 12.02.2003 executed a Will in favour of their wives on 20.02.2003. As far as the agreement of sale executed by the plaintiff was concerned, the defendants' case was that the agreement



was sham and nominal in nature executed in favour of the plaintiff's father-in-law with a view to create a semblance of right in the suit property. In short, it was the case of the defendants 1 and 2 that the suit property absolutely belonged to them and plaintiff had no right to claim partition of the same.

5. The third defendant filed a written statement stating that he had retired from the partnership business on 31.01.2003 by receiving the money due to him under the partnership business and as such he had no right to the suit property. The third defendant further submitted that he received a property in Jeyalakshmi Nagar, Dindigul and also another vacant site near Dindigul District Collector Office in lieu of his share and relinquished all his rights in the suit property in favour of the defendants 1 and 2. The third defendant further submitted that the plaintiff and the defendants had entered into a family arrangement and that the plaintiff had suppressed the family arrangement and further suppressed the amounts received by him and also the property received by him under the family arrangement. Therefore, the third defendant submitted that the suit was liable to be dismissed.

6. The defendants 4 and 5 filed a written statement, wherein, the defendants 4 and 5 submitted that the retirement deed, dated 31.01.2003 was



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with reference to the partnership business alone and there was no relinquishment of their share in the suit properties. They further stated that the defendants 1 and 2 had no exclusive right to the suit property or title to the same. The defendants 4 and 5 supported the plaintiff and submitted that along with the plaintiff, they were also entitled to 1/6 share in the suit properties.

7. In the additional written statement, the defendants 4 and 5 submitted that they had not released their right, interest and share in the suit properties in which the Ginning factory was run. The defendants 4 and 5 denied the receipt of any amounts from the defendants 1 and 2 towards their share in the partnership business. The defendants 4 and 5 further submitted that even the cheque given by the defendants 1 and 2 to the 4<sup>th</sup> defendant was returned and criminal compliant was also lodged against them. The defendants denied the allegations of the defendants 1 and 2 that other properties were given to them and the plaintiff in lieu of the suit property. The defendants 4 and 5 further submitted that the defendants 1 and 2 had taken inconsistent stand as regards the availability of other properties in the family.

8. The plaintiff filed a reply statement in which the plaintiff denied the validity of the alleged family arrangement and further stated that the same could not convey right, title or interest over the suit property in favour of the



defendants 1 and 2. The plaintiff further submitted that the document was invalid in law for want of proper stamp and registration. The plaintiff further referred to the document dated 13.02.2003 executed by the defendants 1 and 2 in favour of the plaintiff and 5<sup>th</sup> defendant promising to pay a sum of Rs. 12,00,000/- to the plaintiff and the 5<sup>th</sup> defendant in lieu of their share in the partnership business and hence the plaintiff contended that the said document would clearly establish that family arrangement was never intended to be given effect to nor given effect to at all.

9. On the basis of the pleadings and the evidence on record, the Trial Court framed the following issues:

- “1. thjpf;F jhthr; nrhj;jp;y; ghfk; ,y;iyah?
2. thjp> 3 Kjy; 5 gpupthjpf; 31.012003k; Njjpa tpyfy; gj;jpuk; %yk; jq;fsJ \$l;Lhpikia tpl;Lf;nfhLj;Js;shh;fsh?
3. 12.02.2003k; Njjp thjp> 3 Kjy; 5 gpupthjpf; kw;Wk; 1> 2 gpupthjpfSf;fpilNa FLk;g Vw;ghL Vw;gl;ls;sjh?
4. jhthr; nrhj;Jf;fs; nghWj;J 20.02.2003k; Njjp 1> 2 gpupthjpf; jq;fsJ kidtpaUf;F capy; vOjpf;nfhLj;Js;shh;fsh?
5. thjp \$Ljy; ePjpkd;wf; fl;lzkhf &.1>11>750/- nrYj;j Ntz;Lkh?
6. jhthr; nrhj;Jf;fs; thjp> 3 Kjy; 5 gpupthjpfSf;Fg; ghj;jpag;gl;l \$l;Lr;nrhj;Jf;fsh?
7. thjpf;F jhthr;nrhj;Jf;fs;py; 1/6 ghfk; jtpj;j RthjPdk;



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*nghWj;J Kjy; epiyj; jPh;g;ghid fpilf;fj;jf;fjh?*

*8. thjpf;F fpilf;fj;jf;f NtW ghpfhuk; vd;d?"*

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10. The plaintiff marked Exhibit A1 to A6 and examined himself and the defendants marked Exhibit B.1 to B.9 and examined 5 witnesses on their side before the trial Court.

11. The trial Court on an appreciation of the entire evidence on record decreed the plaintiff's suit for partition and passed the preliminary decree for 1/10 share in favour of the plaintiff and 1/5 share to 4<sup>th</sup> defendant and 1/10 share to 5<sup>th</sup> defendant in the suit properties.

12. The defendants 1 and 2 aggrieved by the judgment and decree of the trial Court have filed the above appeal.

**Submissions:**

13. The learned counsel for the appellant submitted that the trial Court failed to note that under the retirement deed and the memorandum of family arrangement the plaintiff and the defendants 3 to 5 had relinquished their rights not only in the partnership business but also in the suit property and as such they were not entitled to the relief of partition. The learned counsel further submitted that the Trial Court erred in its finding that Exhibit B1, the



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family arrangement, dated 12.03.2003 was invalid for want of sufficient stamp and registration. The learned counsel further submitted that as the plaintiff and the defendants 4 and 5 stated that other properties were available, in the absence of any steps to bring the other properties for partition, the logical inference is that the family arrangement pleaded was comprehensive. The learned counsel therefore submitted that the suit for partition deserved to be dismissed.

14. The counsel for the respondents, on the other hand, submitted that the documents Exhibit A4 (ie) the retirement deed, dated 31.01.2003 and the family arrangement, dated 12.02.2003 marked as exhibit B1 and the evidence of D.W.5 would clearly establish that the defendants 1 to 3 were not the exclusive owners of the suit property. That the family arrangement was inadmissible in evidence as it was neither stamped nor registered. On these and other grounds pleaded in the pleadings, the learned counsel prayed for the dismissal of the appeal.

15. I have heard the learned counsels for both sides and I have perused the pleadings and materials on record.

16. The following points arise for consideration in the appeal:



1. Whether the plaintiff is entitled to 1/6<sup>th</sup> share in the suit property and
2. To what other relief is the plaintiff entitled to.

**Points for consideration:**

17. The plaintiff's case is that under the retirement deed Exhibit A4 he had retired from the partnership business alone and as far as the right to the suit property is concerned he had not relinquished his right either under the retirement deed Exhibit A4 or under the alleged family arrangement Exhibit B1. The plaintiff states that as a co-owner of the suit property he is entitled to share in the same. The defendants 1 and 2 on the other hand submit that the plaintiff relinquished his share in the suit property by executing the retirement deed (Exhibit A4) and the family arrangement deed (Exhibit B1). The defendant states that under the family arrangement, some other properties were allotted to the plaintiff and the defendants 3, 4 and 5 and so they relinquished their right, title and interest in favour of the defendants 1 and 2.

18. As the defendants 1 and 2 state that the plaintiff and defendants 3, 4 and 5 have relinquished their right in the suit property in their favour, the burden lies on the defendants to prove the same. On the aspect of relinquishment from the partnership business, the same is not disputed by the plaintiff. The plaintiff states under the retirement deed he had retired from the partnership business alone and had not relinquished his right, title and interest



in the suit property. The retirement deed Exhibit A4 is extracted hereunder:

“01.10.1998 Njjp Kjy; jpz;Lf;fy; jhYfh> ghyfpUcl;zhGuk;> khiyg;gl;b NuhL> rh];jphp efh; rh;Nt vz::839/2V-y; “= uj;dh fy;ahd tpehafh; [pd;dpq; Ngf;lhp” vd;w tpyhrj;jpy; gUj;jp mwitj; njhopy; rk;ke;jg;gl;l tpahghuk; elj;jp te;jjpy; il 1tJ kw;Wk; 2tJ egh;fSf;Fk; 3tJ> 4tJ> 5tJ. 6tJ egh;fshfpa vq;fSf;Fk; Vw;gl;l mgpg;gpuha Ngjk; fhuzkhfTk; vq;fspd; nrhe;j Njitia Kd;dpl;Lk; 3> 4> 5> 6tJ egh;fshfpa ehq;fs; il \$l;L tpahghuj;jpypUe;J 31.01.2003 NjjpAld; tpyfpf; nfhs;tjhfi; njhptpj;J mjw;F il 1tJ kw;Wk; 2tJ egh;fSk; rk;kjpj;J> Nkw;gb \$l;L tpahghu NgNuL tuT> nryT fzf;Ffis 31.01.2003k; Njjp Kba Kbj;J mJtiu cs;s ,yhgNyhgq;fis gphpj;J mtuth; fzf;Ffs;py; tuT> nryT nra;jgpd; ,j;njhif vLj;jjpy; 3tJ> 4tJ> 5tJ> 6tJ> egh;fshfpa vq;fsJ KjyPL fzf;fpy; tuthf cs;s njhif KOfijAk; ehsJ Njjpapy; nuhf;fkfh ngw;Wf; nfhz;L> Nkw;gb tpyhrKs;s tpahghuk; rk;ke;jkhf vq;fSf;fSs;;s rfy ghj;jpaj;ijfisAk; ,e;j gj;jpuj;jpd; %yk; il 1tJ kw;Wk; 2tJ egh;fSf;F tpLjiy nra;J nfhlj;Jtpl;l gbahy; ,dpNky; ,f;\$l;L tpahghuk; rk;ke;jg;gl;l gzgw;W tuT nryTfSk;> Mj;jp nghWg;GfSk; il 1tJ kw;Wk; 2tJ egh;fSf;F rhh;e;jJ vd;Wk;”

19. The plaintiff relies on the recitals in Exhibit A4 and also the evidence of D.W.5 (D3) in support of his case that the retirement deed relates to relinquishment from the partnership business alone. The evidence of D.W.5 in this regard is as follows:

“tpahghuj;jpy; ,Ue;J kl;Lk; jhd; vq;fSila ghh;ldh;rpg;ig tpl;L tpyfpNwhk;. Kjypy; ,Ue;j gj;jpuj;jpy; Ngf;lhpapy; ,Ue;j nrhj;J



Fwpj;J tpyfpajhf Fwpg;gpltpy;iy. Thjp kw;Wk; 4> 5  
 gpupthjpfSf;F jhthr; nrhj;jpypUe;J tpyfpf; nfhs;tjhf  
 tpLjiyg;gj;jpuk; gjpT nra;J nfhLf;ftpy;iy.”

20. Therefore from a reading of Exhibit A4 and the evidence of D.W.5, it is clear that the plaintiff had relinquished his right in the partnership business alone.

21. The defendants 1 and 2 rely on Exhibit B1 dated 12.02.2003, the family arrangement to submit that the plaintiff as well as the defendants 3, 4 and 5 relinquished their right, title and interest in the suit property in their favour. The plaintiff has objected to the admissibility of Exhibit B1 on the ground that it is unstamped and unregistered. Before embarking on the factual aspects of the matter, I feel that the legal position regarding family arrangements can be recapitulated.

22. The Hon'ble Supreme Court in the case of ***Kale and others Vs Deputy Director of Consolidation and others*** discussed the effect and value of family arrangement and held as follows:

*In other words to put the binding effect and the essentials of a family settlement in a concretised form, the matter may be reduced into the form of the following propositions:*



(1) *The family settlement must be a bona fide one so as to resolve family disputes and rival claims by a fair and equitable division or allotment of properties between the various members of the family;*

(2) *The said settlement must be voluntary and should not be induced by fraud, coercion or undue influence;*

(3) *The family arrangement may be even oral in which case no registration is necessary;*

(4) *It is well-settled that registration would be necessary only if the terms of the family arrangement are reduced into writing. Here also, a distinction should be made between a document containing the terms and recitals of a family arrangement made under the document and a mere memorandum prepared after the family arrangement had already been made either for the purpose of the record or for information of the court for making necessary mutation. In such a case the memorandum itself does not create or extinguish any rights in immovable properties and therefore does not fall within the mischief of Section 17(2) of the Registration Act and is, therefore, not compulsorily registrable;*

(5) *The members who may be parties to the family arrangement must have some antecedent title, claim or interest even a possible claim in the property in which it is acknowledged by the parties to the settlement. Even if one of the parties to the settlement has no title but under the arrangement the other party relinquishes all its claims or titles in favour of such a person and acknowledges him to be the sole owner, then the antecedent title must be assumed and the family arrangement will be upheld and the Courts will find no difficulty in giving assent to the same;*

(6) *Even if bona fide disputes, present or possible, which may not involve legal claims are settled by a bona fide family arrangement which is fair and equitable the family arrangement is final and binding on the parties to the settlement.*

23. The Division Bench of this Court in the case of ***A.C.Lakshmipathy***



***and others Vs A.M.Chakrapani Reddiar and others*** reported in ***AIR 2001***

***Mad 135*** elaborately dealt with the issue by referring to several judgments including the above said judgment of the Hon'ble Supreme Court and summed up the legal position as follows:

*“42. To sum up the legal position*

*(I) A family arrangement can be made orally.*

*(II) If made orally, there being no document, no question of registration arises.*

*(III) If the family arrangement is reduced to writing and it purports to create, declare, assign, limit or extinguish any right, title or interest of any immovable property, it must be properly stamped and duly registered as per the Indian Stamp Act and Indian Registration Act.*

*(IV) Whether the terms have been reduced to the form of a document is a question of fact in each case to be determined upon a consideration of the nature of phraseology of the writing and the circumstances in which and the purpose with which it was written.*

*(V) However, a document in the nature of a Memorandum, evidencing a family arrangement already entered into and had been prepared as a record of what had been agreed upon, in order that there are no hazy notions in future, it need not be stamped or registered.*

*(VI) Only when the parties reduce the family arrangement in writing with the purpose of using that writing as proof of what they had arranged and, where the arrangement is brought about by the document as such, that the document would require registration as it is then that it would be a document of title declaring for future what rights in what properties the parties possess.*

*(VII) If the family arrangement is stamped but not registered, it can be looked into for collateral purposes.*

*(VIII) Whether the purpose is a collateral purpose, is a question of fact depends upon facts and circumstances of each case. A person can not claim a right or title to a property under the said document, which is being looked into only for collateral purposes.*



(IX) *A family arrangement which is not stamped and not registered cannot be looked into for any purpose in view of the specific bar in Section 35 of the Indian Stamp Act.*”

24. I would not like to multiply the authorities but would refer to the latest judgment of the Hon'ble Supreme Court in the case of ***Korukonda Chalapathi Rao and others Vs Korukonda Annapurna Sampath Kumar*** in Civil Appeal No.6141 of 2021, dated 01.10.2021 only to show that the legal position laid down in ***Kale***'s case as also the above Division Bench Judgment of this Court is followed till date.

25. In the light of the legal position, it is to be seen on facts if the document Exhibit B1 creates a right in praesenti or is a memorandum of past transaction. If it is a memorandum of past transaction then it need not be registered and the bar under Section 17(1)(b) and 49 of the Registration Act and Section 35 of the Stamp Act will not be attracted. To appreciate the above Exhibit B1, dated 12.02.2003 is extracted hereunder:

“Nkw;gb A, B nc\ba+y; nrhj;Jf;fis fpiuak; ngw;w gpd;  
Nkw;gb ,lj;jpy; ek;kpy; 1> 2 egh;fs; Nrh;e;J 3 to 6 egh;fisAk;  
gq;Fjuhh;fshf Nrh;j;J = uj;dh fy;ahz tpehafh; vd;w ngahpy; xU  
[pd;dpq; ghf;lhp fl;b mjpg; midthpd; rk;kjj;jpd; Nghpy; ntspapy;  
fld; ngw;W tuT nryT nra;J te;jjpy; Nkw;gb njhopypy; Vw;gl;l  
gpd;dilT fhuzkhfTk; ekf;Fs; FLk;gj;jpy; Vw;gl;l xw;Wik FiwT  
fhuzkhfTk; Nkw;gb njhopw;rhyyia nghWj;J ehk; ekf;Fs;  
Vw;fdNt Ngrp nra;J nfhz;l KbTg;gb njhopw;rhyyia 1> 2 egh;fs;  
elj;jp;f; nfhs;s Ntz;baJ vd;Wk; mjpg; cs;s tuT nryT kw;Wk;  
fld;fis 1> 2 egh;fNs nghWg;Ngw;W jPh;j;Jf; nfhs;s Ntz;baJ



vd;Wk; ,ju nrhj;Jf;fis nghWj;J ehk; Ngrp KbT nra;J nfhz;lgb  
ele;J nfhs;s Ntz;baJ vd;Wk; ,dp njhopw;rhiyia nghWj;J 1> 2  
egh;fNs rh;t Rje;jpu ghj;jpaj;Jld; mDgtpj;J nray;gl;Lf; nfhs;s  
Ntz;baJ vd;Wk; mjpy; tUk; yhg ecl;lk; VJk; kw;w egh;fis  
fl;Lg;gLj;jhJ vd;Wk; Kbthapw;W.

mt;tpjk; NkNy fz;lthW Vw;fdNt KbT nra;jij itj;Jk; 1> 2  
egh;fs; mDgtpj;J tUtijg; nghWj;Jk; NtW vt;tpj tpy;yq;f tptfhuk;  
tuhky; ,Uf;f Xh; vOj;J %yk; hpf;fhh;L Vw;gLj;jpf; nfhs;s Ntz;Lk;  
vd;W fUjp ehk; midtUk; xUq;Nf rk;kjpj;J ,e;jf; FLk;g Vw;ghL  
gj;jpuk; vOjpf; nfhz;bUf;fpNwhk;. mjd;gb fPNo Fwpg;gpl;Ls;s  
A, B nclbA+y; nrhj;Jf;fis 1> 2 egh;fshfpa Nf.vd;.utPe;jpuDk;>  
Nf.vd;.kNdhfuDk; mDgtpj;J tUtjpy; mitfis rh;t Rje;jpu  
ghj;jpakhf mile;J nfhs;s Ntz;baJ vd;W vq;fs; G+h;t  
kdr;rk;kjpapy; ,e;j FLk;g Vw;ghL gj;jpuk; vOjpf;  
nfhz;bUf;fpNwhk;.”

26. The following recitals in the document are pointers to its true nature:

1. The use of the word “,dp” when translated in English would mean “Now on”. The recitals read that from now on the defendants 1 and 2 shall exclusively enjoy the gining factory.

2. It is recorded that the property already in possession of the defendants 1 and 2 will be continued to be enjoyed by them exclusively. The word “Ntz;baJ” is crucial as it has the effect of creating a right under the document.

3. In the absence of any allotment of properties in favour of the other members of the family, the document cannot be construed as a fair and equitable settlement of rival claims.

4. The document recites that as per the decision taken, the parties shall



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act accordingly with regard to other properties. No particulars of the other properties or allotment to other members is referred to.

27. From the recitals of the document, I am of the view that the document Exhibit B1 is not a mere memorandum of past transaction but a document creating right, title and interest in praesenti and hence it requires stamping and registration. In my view, the documents only speaks of the relinquishment of rights of the plaintiff and other defendants in favour of the defendants 1 and 2 but no reciprocal right is created in favour of the others. In other words, the document does not have the effect of settling competing rights by allotting different properties to the members, but it only transfers the right of the plaintiff and defendants 3 to 5 in favour of defendants 1 and 2. As the arrangement relates to creating absolute right in the suit property in favour of the defendants 1 and 2 through the transferors, who have 1/6 and 1/10<sup>th</sup> share in the property, the documents has to comply with all the formalities prescribed by law for transfer.

28. At this juncture, the evidence of D.W.2 is relevant. D.W.2 states “NtW nrhj;Jf;fis nfhLj;jjh FLk;g Vw;ghL gj;jpuj;jpy; Fwpg;gpltpy;iy” D.W.2 further states as follows:

*“3 Kjy; 5 gpupthjpfs; jq;fsJ chpikiatpl;Lf; nfhLg;gjhf me;j*



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*gj;jpuj;jpy; vOjg;gl;IJ. me;jg;gj;jpuj;ij gjpT nra;J nfhs;s  
Ntz;Lnkd ehq;fs; ahUk; KbTnra;atpy;iy. me;jg;gj;jpuj;jpd;  
%ykhfNth gphpj;Jf; nfhz;ljhfhq;fs; md;Nw vOjpNdhk;.”*

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29. From the pleadings and evidence, it is clear that the defendants 1 and 2 have miserably failed to prove their case. Absolutely, no evidence is filed to prove the case of the defendants that some other properties were given to the plaintiff in lieu of the release of his right in the suit property. Even the amount of Rs.12,00,000/- which the defendant stated was demanded by the plaintiff was not proved. On the contrary, D.W.2 admits that no amount was paid and hence disputes arose. From the evidence of D.W.3, it is clear that there was an internal arrangement between the defendants 1 to 4, who were siblings but absolutely no arrangement with the plaintiff and the 5<sup>th</sup> defendant, who are their nephews.

30. Therefore, on a conspectus of the entire evidence on record, I am of view that the appeal fails and the judgement and decree of the trial Court is confirmed. The appeal is dismissed. There shall be no order as to costs.

**.01.2023**

Index : Yes / No  
Internet : Yes / No  
sn

To



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1. The Additional District Cum Fast Track Court,  
Dindigul.
2. The Record Keeper, Vernacular Records,  
Madurai Bench of Madras High Court, Madurai.



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**N.MALA, J**

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