



IN THE HIGH COURT OF JUDICATURE AT MADRAS

RESERVED ON : 25.03.2024

PRONOUNCED ON : 13.09.2024

CORAM:

THE HON'BLE MR.JUSTICE A.A.NAKKIRAN

C.S. No. 182 of 2017

1.K. Vijayasimhan
2.Koka Bhargav Krishna
3.Koka Rohit Kishore

....Plaintiffs

...Vs....

1.Mr.Koka Jayasimhulu (Deceased)
(First Plaintiff is the only legal heir of
the Deceased first Defendant as per order
dated 08.09.2021 in Application No. 2609 of 2021.)

2. Mrs. Dr. Koka Ndidiamaka Nkiruka

....Defendants

Prayer: Plaint filed under order IV, rule 1 of O.S. rules r/w order VII, rule 1
C.P.C.

(a).For a declaration that the suit A-Schedule mentioned property is
the ancestral joint family property of the Plaintiffs and the 1st defendant
along with B to D Schedule properties, and consequently the Settlement
Deed dated 26.8.2015 executed by the 1st defendant in favour of the 2nd



defendant is illegal, null and void and not binding on the Plaintiffs;

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(b). To pass a preliminary decree for partition and separate possession of the Schedules A, B, C and D mentioned properties, declaring that the Plaintiffs and 1st defendant are entitled to 1/4th share each.

(c). To appoint an Advocate Commissioner to divide the suit properties by metes and bounds and to allot 1/4th share to the Plaintiffs and 1st defendant each.

(d). To pass a final decree in terms thereof clause [b] and [c];

(e). For a permanent injunction restraining the defendants from in any manner interfering with the Plaintiffs right, possession and enjoyment of the A-Schedule mentioned property as co-parceners

(f). Directing the defendants to pay the cost; and (g). pass such further or other orders as this Hon'ble Court may deem it fit and proper in the facts and circumstances of the case and thus render justice.

For Plaintiffs	: Mr. P. Seshadri (For Mr. Rahul Balaji)
For Defendants	: D1 - Deceased D2 - set exparte on 01/06/2023 ***



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JUDGMENT

This Civil Suit is filed seeking the relief as stated above.

2. The case of the Plaintiff, as set out, in the plaint, is as follows:-

(i). The present suit is being filed for declaration to declare that the suit properties are the joint family ancestral properties and consequently to declare the Gift Settlement dated 26.8.2015 executed by the 1st defendant in favour of the 2nd defendant as illegal, invalid and void, for partition and separate possession.

(ii). There was a partition of the ancestral properties under a Kurchit dated 15.8.1919 and 24.8.1919 entered into between Sri Chinna Rajarathinam Naidu, claiming through Koka Chinnaswamy Naidu and the other co-parceners in the family, who are brothers of Koka Chinnasamy Naidu wherein Koka Chinna Rajarathinam Naidu was allotted certain ancestral lands as is evident from the aforesaid Kurchits which are filed herewith. Pursuant to this, he obtained patta in respect of the lands allotted to him. Chinna Rajarathinam Naidu got married and he had two sons and a daughter. A mortgage deed was executed by Chinna Rajarathinam Naidu along with his two sons namely Devarajulu Naidu and minor son Sri



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Jayasimhalu Naidu duly represented by father Koka Chinna Rajarathinam Naidu, in favour of Sri Balasubramaniam Chettiar (minor) represented by his mother and guardian Smt. Pattammal under a Registered Mortgage deed dated 27.12.1942. The said mortgage was completely discharged. The joint family was consisted of the following co- parceners.

i) Koka Chinna Rajarathinam Naidu-, ii) Koka Devarajulu Naidu, iii) Koka Jayasimhalu Naidu, iv.K. Vijayasimhan, and v.K. Rajendran.

(iii). The 1st plaintiff brother, K. Rajendran died on 6.10.2005 leaving behind his only son Sri Rohit Kishore. Therefore, by virtue of their birth the 2nd and 3rd plaintiffs have also became members of the Hindu Undivided Joint Family. Thus, after the death of Koka Chinna Rajarathinam Naidu in 1961, the joint family consisted of the following members:

i. Koka Devarajulu Naidu - Kartha, ii. Koka Jayasimhalu Naidu, iii. Koka Rajendran (deceased), iv. Koka Vijayasimhan, v. Venkata Kishore, vi. Koka Rohit Kishore, vii. Koka Bhargav Krishna.

(iv). The entire ancestral properties was managed and administered by late Devarajulu Naidu as the Kartha of the Hindu Undivided Joint Family. The joint family also availed mortgage loans from the



Thiruvallur Co- operative Land Development Bank.

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(v). The 1st defendant is fully aware that his mother Smt. Mangamma died when he was only about 10 years old and thereafter it was only his elder brother Devarajulu Naidu the father of the 1st plaintiff and the elder sister Smt. Lakshmi Narasamma alone brought him up and provided him with good education to enable the 1st defendant to secure B.Sc. Tech. Degree. Even after acquiring the degree, the 1st defendant was not able to secure a good job for long time and thereafter, the 1st defendant secured a job as a Warden in I.I.T. Guindy and was working as an associated demonstrator on a meager salary of Rs.355/- per month.

(vi). During 1962-1963, Devarajulu Naidu who was the kartha of the joint family applied an application in the name of the 1st defendant, in Tamil Nadu Housing Board for purchasing a plot for the benefit of all the joint family members. Thereafter, late Devarajulu Naidu paid the entire bid cost of plot No.17 which was allotted in the name of the 1st defendant and the 1st defendant had not contributed anything for the purchase of the plot allotted by Tamil Nadu Housing Board. The original of the said receipts are filed. The said plot was purchased in the name of the 1st defendant as a co-



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parcener of the Joint Hindu Undivided family as aforesaid for the benefit of all the other co-parceners of the joint family from the surplus income for the vast agricultural lands inherited by Devarajulu Naidu and other members of the co-parcenary. A Certified copy of the said Sale Deed dated 5.9.1964 is filed. The 1st defendant was fully aware that there was a condition imposed to put up construction within a mandatory period as evidenced from the Lease-cum-Sale Agreement issued by Tamil Nadu Housing Board. Then, the 1st defendant had moved to U.S. in 1966 and at that time the 1st defendant had executed a General Power of Attorney dated 9.9.1966 empowering Sri Devarajulu Naidu to manage and administer the plot allotted and to do all further acts, deeds and things as are generally required for looking after the entire properties of the joint family including agricultural lands and other properties more fully set out in Schedule A, B, C, and D. Subsequently, Devarajulu Naidu filed Urban Land Tax return dated 25.4.1972. and got planning permission from the statutory authorities and put up super structure in the year 1980-1981. The books of account for construction was maintained by Devarajulu Naidu. As the A-Schedule mentioned property was all along been treated and enjoyed by all the co-



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parceners for the benefit of all the co-parceners, the 1st defendant cannot claim that the A-Schedule property is his absolute and exclusive property and on the other hand it is a joint family property amenable for partition among the co-parceners.

(vii) The 1st plaintiff and his elder brother late Rajendran executed a General Power of Attorney dated 9.7.1986 in favour of Devarajulu Naidu, giving power to deal with the joint family properties, as the Kartha. Further, the 1st defendant had executed an affidavit dated 15.1.1992 confirming the subsistence of the General Power given in 9.9.1966 and General Power dated 13.2.1998 in favour of Devarajulu Naidu executed by the 1st defendant. Further, the entire original documents of title including patta etc. in relation to the A-Schedule mentioned properties were all with late Devarajulu Naidu as the Kartha of the Hindu Undivided Family. Therefore, the 1st defendant never whispered or claimed any absolute right during the life time of Devarajulu Naidu.

(viii).After the death of Devarajulu Naidu, the following members constituted as co-parceners of the Joint Hindu Undivided Family. ie.a. The 1st plaintiff, b. The 2nd plaintiff, c. Late K. Rajendran, d. Rohit



Kishore, e. The 1st defendant.

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(ix) After the death of Rajendran, the joint family consisted of the following persons. ie. a. 1st defendant, b. 1st plaintiff, c. 2nd plaintiff, d. K. Venkat Kishore, e. 3rd plaintiff. While so, Venkat Kishore the first son of late K. Rajendran also died on 17.3.2011. Thereafter the Plaintiffs and the 1st defendant and all the four persons constituted themselves as Hindu Undivided Joint Family. There is no division of all the ancestral properties at any point of time as between the co-parceners including the A- Schedule mentioned property.

(x). From the date of death of Devarajulu Naidu the Punja and Nanja lands as set out in the Schedules-B & C which were joint family properties were lying barren. Thus it is clear that all the schedule mentioned properties are the ancestral properties in which the plaintiffs 1 to 3 and the 1st defendant are entitled to 1/4th share each, by virtue of their birth in the joint family. A General Power dated 10.1.2002 executed by the 1st defendant in favour of the 1st plaintiff to deal with the suit A-Schedule mentioned property and to prosecute and attend to all Court proceedings. That apart, another General Power of Attorney dated 11.1.2002 executed by



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the 1st defendant in favour of the 1st plaintiff in respect of the agricultural lands at Thirur Village and other places as more fully set out in the Schedules B, C & D. The Schedule mentioned properties are possessed and enjoyed by all the co-parceners in the joint family as of today. However, on 21.2.2005 Deed of Cancellation of the General Power of Attorney Deed dated 10.1.2002 was executed and on the same date executed a fresh General Power empowering the 1st plaintiff to deal with the A-Schedule mentioned property only for limited purposes in respect of court and other proceedings.

(xi). The 1st plaintiff was managing and looking after the entire properties including A-Schedule mentioned property and was paying the Corporation Tax etc. On the basis of the Power of Attorney executed by the 1st defendant, the 1st Plaintiff filed various Rent control proceedings against the tenant. After securing possession from the tenant on 15.12.2015, the A-Schedule property made extensive repairs and renovation work.

(xii). Further, the original documents relating to the said property were handed over to one Mr. Saravanan by late Devarajulu for arranging a loan on the house property. The said Saravanan, committed act of misuse and brought into existence fraudulent mortgage over the property.



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On coming to know of the same the 1st plaintiff gave a complaint pursuant to which the title deeds were seized by the C.B.I. The 1st plaintiff also attended to all proceedings before the Debts Recovery Tribunal, Chennai in connection with the recovery proceedings initiated by the Bank in the light of the forged documents created by Saravanan and others.

(xiii). On 27.3.2009 a letter was addressed by the 1st defendant to the 1st Plaintiff asking to go over to US. After taking delivery of possession from the tenant, entire repairs, renovations improvements, whitewashing etc. to the A-Schedule mentioned property by the 1st Plaintiff, the 1st defendant issued a legal notice dated 16.12.2015 pointing out that the General Power dated 11.1.2002 has been revoked and cancelled by a Deed of Cancellation Dated 1.9.2015 registered as Document No.3298 of 2015 in the Office of the Sub Registrar, Mananavala Nagar. The notice dated 16.12.2015 has been issued by the 1st defendant. The 1st defendant again sent a reminder legal notice dated 29.2.2016. Subsequently, the 1st Plaintiff sent a detailed reply notice dated 12.03.2016 repudiating all the claims, allegations and contentions as contained in the legal notices of the 1st defendant dated 16.12.2015 and 29.02.2016.



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xiv).The 1st plaintiff came to know about the cancellation of power by a Deed of Cancellation dated 1.9.2015 and 7.9.2015 only through the legal notice dated 16.12.2015 issued by the 1st defendant. Only after getting back the original documents relating to the A-schedule mentioned property, the 1st defendant with oblique motive cancelled the power apparently with view to make further encumbrances over the A- Schedule mentioned property in order to deprive the rights of other co-parceners and settled the A-Schedule mentioned property in favour of the 2nd defendant claiming to be the daughter of the 1st defendant through his Foreign wife.

xv). As the 2nd defendant was born to the 1st defendant's wife through her first husband and at the time of marriage with the 1st defendant the 2nd defendant was only 7 years old and therefore there could have been no valid or legally acceptable evidence to claim the 2nd defendant as his daughter. The said Gift Settlement has been brought about by the 1st defendant only to deprive and defeat the legitimate rights of the Plaintiffs in relation to the joint family property including to the A-schedule mentioned property. The Plaintiffs state that A-schedule property and other properties in Schedules B, C and D are co-parcenary properties and in accordance with



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law and customs prevailed one of the co-parcener cannot make a gift of any co-parcenary property, not even his own interest thereof to any third party.

Since the superstructure over the A-Schedule property was constructed only through the surplus joint family nucleus and the other landed properties in Schedules B, C and D are also the joint family properties in which all the co-parceners namely the Plaintiffs and 1st defendant have equal shares. Hence, the Plaintiffs are constrained to file the present suit seeking the relief as stated therein.

3. On the side of the Plaintiffs, the 1st plaintiff examined himself as PW1 and Ex.P1 to Ex.P57 were marked. On the side of the defendants, neither evidence was examined nor documents were marked and there was no appearance even notice served on them. Hence, the 2nd defendant was set ex-parte and 1st defendant is reported as died.

4. The learned counsel for the plaintiffs submits that the A-Schedule mentioned property was purchased in the name of the 1st defendant from and out of the surplus income from Joint family nucleus for the benefit of all co-parceners in the Joint Hindu Undivided Family. Further, the



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superstructure over the A-Schedule property was constructed only through the surplus joint family nucleus. The other landed properties in Schedules B, C and D are also the joint family properties in which all the co- parceners namely the Plaintiffs and 1st defendant have equal shares.

5.It has been further submitted that there was a power executed by the 1st defendant in 1996 in favour of late Devarajulu Naidu who managed the properties till he died in 2001 and thereafter the 1st defendant executed two powers of attorney in favour of the 1st Plaintiff dated 10.1.2002 and 11.1.2002 pursuant to which entire proceedings against the tenant and also the CBI investigations were looked after by the 1st Plaintiff spending huge amount for payment of compensation, litigation expenses etc. by the sale of certain joint family properties with the consent and acceptance of the 1st defendant. In the General Power of Attorney dated 9.9.1996 has been confirmed by a declaratory affidavit by the 1st defendant dated 15.1.1992 confirming the subsistence of the said power which was followed by another power in favour of late Devarajulu Naidu in the year 1988.

6.The learned counsel for the plaintiffs further submits that the



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1st defendant went to USA in 1966 and thereafter the entire properties are managed by Devarajulu Naidu as a Kartha and by the 1st Plaintiff pursuant to the powers given by the 1st defendant. While so, after taking delivery of the original documents relating to the A-schedule mentioned property from the CBI, the 1st defendant turned hostile and ignoring the lawful claims of other co-parceners, started claiming absolute right over the A-schedule mentioned property even by going to the extent of saying that the 1st Plaintiff has misused his powers and authority under the power and came forward with legal notices. The 1st Plaintiff had acted only in terms of the power given to him in good faith reposing full faith in the 1st defendant that as the eldest member of the co-parcenary, the 1st defendant would protect and provide the legitimate share of the Plaintiffs. The Plaintiffs reposed trust and confidence in the 1st defendant that as eldest member of the co-parcenary after the demise of Devarajulu Naidu that the 1st defendant will provide them their due share in the co-parcenary property including A-Schedule mentioned property. But contrary to their belief and committed breach of trust in claiming absolute right over the A-Schedule mentioned property and settling the A-Schedule mentioned property in favour of his



alleged daughter.

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7. It has been further submitted that the 1st defendant cannot claim any exclusive right over the A-Schedule mentioned property nor seek to question the acts done by the father of the plaintiff and later by the 1st Plaintiff. While being so, being the eldest member of the family and a co-parcener, the 1st defendant who would take care of the interest of other co-parceners, has settled the entire property of the A-Schedule property in favour of the 2nd defendant. Therefore, the very execution of the settlement deed in favour of the 2nd defendant is illegal, null and void and unenforceable in law. Hence, the plaintiffs seek equal shares in the A schedule property as Co-parcener as in the B,C, and D schedule property.

8. Heard the learned counsel for the plaintiffs and as there is no appearance on the side of the defendants and no written statement was filed even after notice was served on them, they were set exparte.

9. On a perusal of records, it is seen that the plaintiffs are claiming their respective shares in A,B,C and D schedule properties as co-parcener in the Hindu Undivided Family, whereas the A Schedule property is executed



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in the name of the 1st defendant by the Madras State Housing Board. There is no dispute in so far as the B,C and D schedule properties is concerned that they are derived from the Ancestor. However, in so far as the “A” Schedule property, the plaintiffs claim that the said suit property was purchased and construction was made therein out of the surplus income from Joint Family Nucleus in the name of the 1st defendant.

10. In support of their argument, the plaintiffs have filed Ex.P9- Application of Madras State Housing Board, Ex.P10- Auction bid letter and Ex.P14-Sale Deed executed by the Madras State Housing Board, these documents show that K.Jayasimhulu has made an application to the Madras State Housing Board seeking for House site wherein the A schedule property was allotted in his name and sale deed executed in his favour. Even though the plaintiffs have marked almost 57 exhibits to deny the title, right and interest of the 1st defendant, they have not produced any single document to prove from what source of income, the Joint Family has purchased the said property and they have failed to prove that the auction amount was paid to the Madras State Housing Board by the Joint Family Nuclues. Hence, it is



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made clear that the “A” schedule property was not purchased out of income from Joint Family Nucleus.

11. On perusal of the Power of Attorney vide Ex.P23 and Ex.P26, executed in favour of Devarajulu Naidu and 1st plaintiff, it is clearly mentioned that the 1st defendant is absolute owner of A schedule property. If it is Joint Family Property, there is no necessity to execute the Power of Attorney in favour of them. By virtue of Ex.P.28, the 1st defendant cancelled the Power of Attorney vide Ex.P26 and Ex.P48 reflects the intention of the 1st defendant. In the proof affidavit, the plaintiffs averred that after completion of CBI investigation, the 1st defendant obtained the original documents of A Schedule property. Thereafter, the 1st defendant has executed a settlement deed in favour of the 2nd defendant. Hence, the 1st plaintiff cannot question for executing the settlement in favour of the 2nd defendant. Even though there are so many contentions raised on the side of the plaintiffs for claiming the A schedule property, they have failed to examine any independent witness and file any documents to substantiate their contentions.



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12. In so far as B,C and D schedule properties, it is seen that they are ancestral properties and hence, the plaintiffs being the Clause-II legal heirs, are entitled to claim over in the aforesaid properties. Hence, the plaintiffs 1 and 2 are jointly entitled to 1/6th share and the 3rd plaintiff is entitled 1/6th share in B,C and D schedule properties.

13. In the result, the preliminary decree is passed in terms of the above. No costs.

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Index: Yes/No
Web: Yes/No
Speaking/Non Speaking

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Witnesses examined on the side of the plaintiff and defendant:-

P.W.1. - K. Vijayasimhan

Exhibits produced on the side of the plaintiff:-

18/23



S.No.	Exhibits	Description of Documents	Date
1.	EX.P1	The original Kurchit between Koka ChinnaRajarathinam Naidu and other Co-parceners.	15.08.1919
2.	EX.P2	The original Kurchit between Kika Chinna Rajarathinam Naidu and other co-parceners.	24.08.1919
3.	EX.P3	The xerox copy of the revenue patta in favour of Koka Chinna Rajarathinam Naidu. (Subject with proof and relevance)	-
4.	EX.P4	The original mortgage by Koka Chinna Rajarathinam Naidu and other in favour of Balasubramaniam.	27.12.1942
5.	EX.P5	The xerox copy of the death certificate of Koka Chinna Rajarathinam Naidu. (Subject with proof and relevance)	23.08.1961
6.	EX.P6	The original death certificate of K.Rajendran.	06.10.2005
7.	EX.P7	The certified copy of the mortgage deed in favour of Thiruvallur Co-operative Land Development Bank by joint family with typed copy.	07.03.1996
8.	EX.P8	The xerox copy of the school certificate of 1 st defendant. (Subject with proof and relevance)	16.08.1948
9.	EX.P9	The original application-um-Lease-cum-Sale Agreement by Housing Board.	03.04.1963
10.	EX.P10	The xerox copy of the receipt issued by Housing Board. (Subject with proof and relevance)	26.04.1963
11.	EX.P11	The original receipt issued by Housing Board.	04.05.1963
12.	EX.P12	The original receipt issued by Housing Board.	05.07.1963
13.	EX.P13	the original receipt issued by Housing Board.	09.10.1963
14.	EX.P14	The certified copy of the sale deed by Housing Board in favour of the 1 st defendant.	05.09.1964
15.	EX.P15	The original General Power of Attorney by 1 st defendant in favour of Devarajulu Naidu.	07.09.1966
16.	EX.P16	The original return under Section 7-A of U.L.T. Act for the plot allotted by Housing Board.	25.04.1972
17.	EX.P17	The xerox copy of the sanction plan by the corporation. (Subject with proof and relevance)	29.11.1979
18.	EX.P18	The xerox copy of the account book maintained by Devarajulu Naidu for purchase and construction of A-	-



S.No.	Exhibits	Description of Documents	Date
		Schedule property. (Subject with proof and relevance)	
19.	EX.P19	The original letter by the 1st defendant to Devarajulu Naidu in the period of 1980-1981.	-
20.	EX.P20	The original letter by the 1st defendant to Devarajulu Naidu.	12.04.1979
21.	EX.P21	The original General Power of Attorney by 1st plaintiff and 1st defendant in favour of Devarajulu Naidu.	09.07.1986
22.	EX.P22	The original declaratory affidavit by 1st defendant attested by the Notary at U.S.	15.01.1992
23.	EX.P23	The certified copy of the General Power of Attorney by 1st defendant in favour of Devarajulu Naidu.	17.02.1998
24.	EX.P24	The original Revenue patta in favour of Devarajulu Naidu.	17.01.2001
25.	EX.P25	The original death certificate of Devarajulu Naidu with typed copy.	20.12.2001
26.	EX.P26	The certified copy of the General Power of Attorney by 1st defendant in favour of 1st plaintiff relating to A-Schedule property.	17.01.2002
27.	EX.P27	The certified copy of the General Power of Attorney by 1st defendant in favour of 1st plaintiff relating to B & C Schedule property.	11.01.2002
28.	EX.P28	The original cancellation of General Power of Attorney in respect of A schedule property.	21.02.2005
29.	EX.P29	The certified copy of the General Power of Attorney executed afresh by 1st defendant in favour of 1st plaintiff.	21.02.2005
30.	EX.P30	The original xerox copy of the corporation tax receipts paid by 1st plaintiff in the year of 2005.	-
31.	EX.P31	The certified copy of the C.R.P. Order in CRP Nos.320/2007 and 321/2007.	19.08.2011
32.	EX.P32	The xerox copy of the decree order in RCOP No.2065/2013. (Subject with proof and relevance)	26.06.2014
33.	EX.P33	The xerox copy of the demolition plan. (Subject with proof and relevance)	11.02.2008



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34.	EX.P34	The original order of demolition issued by the corporation of Chennai.	29.02.2008
35.	EX.P35	The original receipt for payment made to demolition charges to corporation of Chennai.	17.03.2008
36.	EX.P36	The certified copy of the Judgment and Decreetal order passed in RCA No.89/2014.	14.08.2014
37.	EX.P37	The certified copy of the Judgment and Judgment Decreetal order passed in RCOP No.216 of 2009.	29.11.2013
38.	EX.P38	The certified copy of the sale deed.	07.10.2010
39.	EX.P39	The certified copy of the sale deed.	18.10.2010
40.	EX.P40	The certified copy of the sale deed.	21.10.2010
41.	EX.P41	The original receipts evidencing the payment made to the contractor with translation.	30.01.2015
42.	EX.P42	The original salary bill for security guard provided by the plaintiffs.	23.01.2017
43.	EX.P43	The certified copy of the order passed by the D.R.T.-II, Chennai in I.A.No.455/2004 in O.A.No.366/2000.	08.09.2006
44.	EX.P44	The certified copy of the order passed by the D.R.T.-III, Chennai in O.A.NO.179/2007.	20.12.2012
45.	EX.P45	The xerox copy of the letter issued by the 1st defendant to the 1st plaintiff. (Subject with proof and relevance)	27.03.2009
46.	EX.P46	The certified copy of the General Power of Attorney Cancellation deed by the 1st defendant (Agricultural Land).	31.08.2015
47.	EX.P47	The certified copy of the General Power of Attorney Cancellation deed by the 1st defendant. (A-schedule property)	07.09.2015
48.	EX.P48	The original legal notice by the 1st defendant to the 1st plaintiff.	16.12.2015
49.	EX.P49	The original legal notice by the 1st defendant to the 1st plaintiff.	29.02.2016
50.	EX.P50	The office copy of the reply notice by the 1st plaintiff to the 1st defendant's counsel.	12.03.2016
51.	EX.P51	The original encumbrance certificate relating to A schedule property.	12.01.2017
52.	EX.P52	The certified copy of the Gift settlement by 1st defendant	26.08.2015



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34.	EX.P34	The original order of demolition issued by the corporation of Chennai.	29.02.2008
		in favour of 2nd defendant.	
53.	EX.P53	The xerox copy of the Form-6 for inclusion of the 1st plaintiff name in the Voter list. (Subject with proof and relevance)	20.01.2016
54.	EX.P54	The xerox copy of the BSNL Telephone Bill of the 1st plaintiff. (Subject with proof and relevance)	06.06.2016
55.	EX.P55	The xerox copy of the vodafone mobile bill of 1st plaintiff. (Subject with proof and relevance)	01.11.2016
56.	EX.P56	The xerox copy of the State Bank of India pass book first page of the 1st plaintiff. (Subject with proof and relevance)	-
57.	EX.P57	The xerox copy of the premier gas agency pass book of the 1st plaintiff. (Subject with proof and relevance)	-

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A.A. NAKKIRAN, J.

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