



S.A. No.1118 of 2014

IN THE HIGH COURT OF JUDICATURE AT MADRAS

RESERVED ON : 16.02.2026
PRONOUNCED ON : 06.08.2026

CORAM:

THE HONOURABLE DR. JUSTICE A.D. MARIA CLETE

S.A. No.1118 of 2014

N.Kartheesan
S/o.Namakkani,
No.7, Nehru Street,
Razack Garden,
Arumbakkam, Chennai - 600 106.

..Appellant/Appellant/
1st Defendant

Vs

1.N.Durairaj
S/o.Nammakani,
17-A, Vallalar Street,
17th Main Road, Thirumoolai Colony,
Anna Nagar West,
Chennai-600 040.

2.Pradeep Kumar
G.H.Pharma

3.Sreedhar
Hot & Spicy Restaurant,

Respondents 2 &3 Situated
At No.7, Razack Garden,
Arumbakkam, Chennai - 600 106.

...1, 2 & 3 Respondents/
1, 2 & 3 Respondents/
Plaintiff, Defendants 2 & 3

PRAYER: This Second Appeal is filed under Section 100 of C.P.C., to set aside the judgment and decree passed in O.S.No.4063 of 2010 on the file of the VII



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Assistant Judge, City Civil Court, by his judgment and decree dated 16.10.2012 as confirmed in Appeal in A.S.No.365 of 2013 by the XIX Additional Judge, City Civil Court, by judgment and decree dated 15.04.2014.

For Appellant:

Mr.S.Sundaresan

For Respondents:

Mr.T.Sudhan Raj for R1.
R2 & R3 – Given up.

JUDGMENT

This Second Appeal is preferred by the first defendant against the judgment and decree dated 15.04.2014 made in A.S.No.365 of 2013 on the file of the XIX Additional City Civil Court, Chennai, confirming the judgment and decree dated 16.10.2012 made in O.S.No.4063 of 2010 on the file of the VII Assistant City Civil Court, Chennai.

2. For convenience, the parties are referred to by their ranks in O.S. No. 4063 of 2010. The appellant is referred to as the first defendant; the first respondent as the plaintiff; and respondents 2 and 3 as the second and third defendants.



3. The plaintiff pleaded that he, the first defendant, and their elder brother, N. Jayaraman, were the three sons of Namakkani Nadar. The suit property originally belonged to Namakkani Nadar. By a registered settlement deed dated 07.03.1988, registered as Document No. 876 of 1988 on the file of the Sub-Registrar, Kodambakkam, Namakkani Nadar settled the suit property in equal shares among his three sons.

4. According to the plaintiff, at the time of settlement there was only a small tiled structure. The three brothers demolished it and jointly built the existing building and the first-floor sheds. They therefore continued in possession and enjoyment as co-owners of the site and superstructure.

5. Jayaraman died on 24.10.1999, leaving his widow and children. The plaintiff subsequently learnt that Jayaraman's legal heirs had conveyed their undivided one-third share to the first defendant under a registered sale deed dated 01.12.2009, marked Ex.A7. The plaintiff accordingly pleaded that the first defendant held two-thirds, while the plaintiff held the remaining one-third.



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6. Defendants 2 and 3 were stated to be tenants of two ground-floor shops.

The plaintiff alleged that the first defendant collected the rents and remitted only small amounts to him at irregular intervals. Although the plaintiff estimated his share of income at Rs.9,000 per month, he gave up the claim for past profits and sought an enquiry only into future mesne profits.

7. The plaintiff issued a legal notice dated 10.03.2010, calling upon the first defendant to effect partition and to account for the plaintiff's share of income. The first defendant received the notice but neither replied nor complied. The plaintiff therefore prayed for a preliminary decree for partition and separate possession of his one-third share by metes and bounds; an enquiry into future mesne profits from the date of the suit until delivery of separate possession; and costs.

8. The first defendant, in his written statement, admitted the relationship between the parties and the execution of the registered settlement deed dated 07.03.1988. He, however, denied the plaintiff's contribution to the construction and that the plaintiff continued to possess any subsisting share in the suit property.



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9. The specific defence was that Namakkani Nadar had acquired two properties: the suit property and another property at Rani Anna Nagar, measuring about 1,320 sq.ft. It was pleaded that, after Jayaraman's death, the plaintiff, the first defendant and Jayaraman's legal heirs entered into a family arrangement dated 24.08.2005, in the presence of Namakkani Nadar.

10. He further states that, under the alleged arrangement, the suit property was allotted exclusively to the first defendant. The plaintiff and Jayaraman's branch were said to have relinquished their rights in it, while portions of the Rani Anna Nagar property were allotted on the other side. It is further alleged that Rs.3,50,000 each had been paid towards relinquishment of the shares in the suit property, and that the first defendant thereafter remained in exclusive possession, paying property tax and collecting rent in his own right.

11. On that basis, the first defendant denied any obligation to share rental income or to pay mesne profits and sought dismissal of the suit.



12. Upon the above pleadings, the trial Court framed the following issues:

1. Whether the plaintiff is entitled for partition and 1/3rd share in the suit property?
2. Whether the plaintiff is entitled for mesne profits?
3. To what other reliefs?

13. On the plaintiff's side, the plaintiff examined himself as PW1 and marked Ex.A1 to A7. Ex.A1 is the registration copy of the settlement deed dated 07.03.1988, executed by Namakkani Nadar in favour of his three sons; Ex.A2 is a copy of the pre-suit legal notice dated 10.03.2010, along with postal receipts; Ex.A3 is the acknowledgement card dated 18.03.2010, evidencing service of notice on the first defendant; Ex.A4 comprises the returned postal covers relating to defendants 1 to 3; Ex.A5 is the encumbrance certificate dated 17.12.2009 concerning the suit property; Ex.A6 is the telegram dated 01.08.2011, sent by the first defendant to the plaintiff in respect of the Rani Anna Nagar property; and Ex.A7 is the certified copy of the sale deed dated 01.12.2009, executed by the legal heirs of Jayaraman in favour of the first defendant.

14. On the side of the first defendant, three witnesses were examined. DW1 was N. Kartheesan, the first defendant. DW2 was R. Katheerkamavalli, the



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sister of the plaintiff, the first defendant, and Jayaraman. DW3 was J. Thanga Ananthi, the widow of Jayaraman. Ex.B1 to Ex.B8 were marked. Ex.B1 is a copy of the agreement/family arrangement dated 24.08.2005; Ex.B2 is the plaintiff's signature on the said document; Ex.B3 is the affidavit/acknowledgment dated 27.09.2010, relied upon to prove payment to Jayaraman's branch; Ex.B4 is the rental agreement dated 05.06.2006; Ex.B5 is the shop rental agreement dated 01.04.2010; Ex.B6 is the house lease deed dated 01.03.2008; Ex.B7 is the letter dated 10.08.2011 issued by the Chennai Metropolitan Water Supply and Sewerage Board to the first defendant; and Ex.B8 is the letter dated 11.08.2011 issued by the Tamil Nadu Electricity Board to the first defendant.

15. The trial Court held that Ex.A1 established the plaintiff's registered one-third title. Ex.A5 disclosed the relevant transactions relating to the suit property, and Ex.A7 established that the first defendant subsequently purchased only Jayaraman's one-third share. Unless the defence of relinquishment under the disputed agreement was proved, the plaintiff remained entitled to one-third.

16. The trial Court examined the recitals of the disputed agreement. It noted that the writing allotted the suit property to the first defendant, dealt with the



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Rani Anna Nagar property, stipulated payments to various family members, and expressly contemplated the registration of a partition deed on 01.12.2005. The original was not produced; only a copy on Rs. 20 stamp paper was relied upon. The contemplated registered partition deed was never executed.

17. The trial Court further found that no receipt or independent record proved payment of Rs.3,50,000 to the plaintiff. The evidence of DW2 and DW3 regarding the timing and manner of payment was found inconsistent and unsupported. The evidence that certain amounts had been paid to other members did not prove that the plaintiff had received consideration or had relinquished his registered share.

18. A significant circumstance noted by the trial Court was Ex.A7. In 2009, four years after the alleged arrangement, the first defendant obtained a registered sale deed from Jayaraman's legal heirs. Ex.A7 contained no recital of the 2005 arrangement. The Court held that this subsequent transaction was inconsistent with the plea that the suit property had already stood absolutely allotted to the first defendant and that Jayaraman's branch had already relinquished its share. Ex.B4 to Ex.B6 were treated only as documents concerning the tenancy and management of the suit property. Ex. B7 and Ex. B8



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showed utility connections in the plaintiff's name at Rani Anna Nagar. However, they did not prove title to the property or establish that the disputed agreement had been fully performed. Ex.A6, on the other hand, contained the first defendant's own assertion that the Rani Anna Nagar property originally belonged to the parties' mother, which undermined the plea that it formed part of the father's common estate covered by the alleged family arrangement.

19. The trial Court held that the disputed agreement was unregistered, insufficiently stamped, incomplete in performance and incapable of divesting the plaintiff of the title created by Ex.A1 and passed a preliminary decree declaring his entitlement to an undivided one-third share in the suit property, with a direction for separate possession by metes and bounds. It also ordered a separate enquiry into future mesne profits under Order XX Rule 12 CPC and directed the parties to bear their own costs

20. Aggrieved by the trial court's judgment and decree, the first defendant preferred A.S.No.365 of 2013. The first appellate court independently considered Ex.A1 and held that the plaintiff's one-third title under the registered settlement deed was admitted. It then examined the disputed agreement and found that its recitals did not merely record a past oral arrangement. The writing



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imposed terms and conditions for allotment, required reciprocal payments and contemplated registration on a future date. The document was therefore not shown to be a simple memorandum of an already completed oral partition.

21. The appellate Court also noted that only a photocopy was produced; the original was not accounted for; the document had not been registered; and it was written on insufficiently stamped paper. It held that the document could not form the basis of the first defendant's claim to exclusive title.

22. The admissions regarding the plaintiff's signature were not considered sufficient to establish performance of every term or payment of consideration. The appellate Court concurred with the trial Court that the evidence of DW2 and DW3 did not cure the lack of documentary proof of payment to the plaintiff or explain the later registered sale deed Ex.A7.

23. As regards partial partition, the first appellate Court relied upon Ex.A6, in which the first defendant had asserted that the Rani Anna Nagar property originally belonged to the parties' mother. It held that the first defendant could not, without proof of common title, contend in the suit that the same property



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belonged to the father and was necessarily available for partition along with the suit property.

24. The first appellate court dismissed the appeal, confirming the judgment and decree of the trial court.

25. Aggrieved by the judgment and decree of the First Appellate Court, the first defendant filed this second appeal. By order dated 26.11.2014, this Court admitted the Second Appeal only on the following two substantial questions of law.

"1. Whether the Courts below erred in holding that Ex.B1 Agreement requires registration when it does not confer any title on the parties under the Document?

2. Whether the Courts below were right in holding that the Suit is not suffered by partial partition?"

26. Learned counsel for the appellant/first defendant submitted that the Courts below erred in treating Ex.B1 as an instrument of partition requiring compulsory registration and payment of stamp duty. According to the appellant/first defendant, apart from the suit property, the family owned another property measuring 1,320 sq. ft. at No.33, Valluvar Nedumpathai, Rani Anna



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Nagar, Chennai-600 106. Under the family arrangement dated 24.08.2005, the Rani Anna Nagar property was allotted to the plaintiff and legal heirs of the deceased Jayaraman, while the suit property was allotted to the first defendant. Ex.B1 was executed solely as a memorandum recording a division that had already taken place and did not, by itself, create, convey or extinguish any right or title in the immovable properties. Since Ex.B1 did not operate to create, declare, assign, limit or extinguish any right in immovable property, Section 17 of the Registration Act was not attracted. The plaintiff suppressed the existence of the Rani Anna Nagar property in the plaint, though he was enjoying it pursuant to the family arrangement.

27. Learned counsel further submitted that, in his cross-examination on 20.09.2011, the plaintiff admitted that the signature on Ex.B1 was his and that he had signed the document after it was prepared. His admitted signature was separately marked as Ex.B2. The father and the other co-sharers had also signed Ex.B1. The other co-sharers had acted upon the arrangement, received the differential amount from the first defendant, executed Ex.B3, and conveyed their one-third share in the suit property to the first defendant under Ex.A7. The mutation entries relating to the Rani Anna Nagar property were also changed in favour of the plaintiff and other co-sharers while the suit property remained in



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the first defendant's name. According to the learned counsel, these circumstances established that the earlier family arrangement had been acted upon and that Ex.B1 was merely a record thereof.

28. It was further contended that Ex.B1 had been admitted in evidence without any objection to its admissibility or the sufficiency of stamp duty, and had not been marked subject to objection. Therefore, in view of Section 36 of the Indian Stamp Act, its admissibility could not subsequently be questioned either before the Trial Court or on appeal. In support of these submissions, reliance was placed on **A.C. Lakshmipathy and another v. A.M. Chakrapani Reddiar and others**, AIR 2001 Mad 135, and **Kale and others v. Deputy Director of Consolidation and others**, AIR 1976 SC 807, for the proposition that a memorandum merely recording an earlier oral family arrangement does not require registration. Reliance was also placed on **Kaliya Perumal v. Dhandapani**, CDJ 2010 MHC 242, regarding the admissibility of an unregistered document for a collateral purpose; **Javer Chand and others v. Pukhraj Surana**, AIR 1961 SC 1655, and **Manoharan v. Rangabashyam and others**, CDJ 2008 MHC 4719, for the proposition that, once an instrument has been admitted in evidence without objection, its admission cannot subsequently be questioned on the ground of insufficiency of stamp duty; and **S.**



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Kaladevi v. V.R. Somasundaram and others, (2010) 5 SCC 401, regarding

the limited admissibility of an unregistered document under the proviso to Section 49 of the Registration Act.

29. On the question of partial partition, learned counsel submitted that the plaintiff had sought partition only of the suit property, excluding the Rani Anna Nagar property. However, the existence and allotment of that property were specifically pleaded in the written statement and admitted in evidence. The plaintiff had not explained the exclusion of that property. It was therefore argued that the suit was for partial partition and was not maintainable. The Courts below had neither framed a proper issue on partial partition nor considered the pleadings, mutation records and evidence relating to the other property. Reliance was placed on **Kenchegowda v. Siddegowda, (1994) 4 SCC 294**, wherein it was held that a suit for partial partition, without bringing all the joint family properties into the common hotchpot, is not maintainable. The appellant/first defendant therefore prayed that the concurrent judgments and decrees be set aside and the suit be dismissed.

30. Learned counsel for the first respondent/plaintiff submitted that the family arrangement dated 24.08.2005 was not merely a memorandum recording



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an earlier oral family arrangement. Its terms allotted specific portions of the Rani Anna Nagar property to different persons, allotted the entire suit property to the first defendant, and imposed obligations to pay specified amounts and to register the arrangement on a future date. The document therefore purported, by itself, to create, declare and extinguish rights in immovable property and consequently required proper stamping and compulsory registration under Section 35 of the Stamp Act and Section 17(1) of the Registration Act, 1908. Reliance was placed on **Tek Bahadur Bhujil v. Debi Singh Bhujil, AIR 1966 SC 292**, and **A.C. Lakshmipathy and another v. A.M. Chakrapani Reddiar and others, 2001 (1) CTC 112**, to distinguish between a memorandum recording an already completed oral family arrangement and an operative instrument intended to constitute the source of title. It was contended that, being unstamped and unregistered, the document could not be looked into for any purpose.

31. Learned counsel further submitted that the alleged arrangement had never been acted upon. Ex.A6, the telegram dated 01.08.2011 issued by the first defendant, showed that he disputed the plaintiff's claim over the Rani Anna Nagar property and asserted that the property originally belonged to their mother, which was inconsistent with the alleged allotment under the document.



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Likewise, Ex.A7, the sale deed executed by the legal heirs of Jayaraman conveying their one-third share in the suit property to the first defendant for consideration, would have been unnecessary had the suit property already been allotted exclusively to him under the alleged arrangement. The failure to produce the original document and to register it on the stipulated date also supported the finding that it had not been acted upon. In support of the objection regarding admissibility and proof, reliance was also placed on **Ammamuthu Ammal (Dead) and others v. Devaraj and others, 2011-1-L.W. 842; Avinash Kumar Chauhan v. Vijay Krishna Mishra, (2009) 2 SCC 532; and H. Siddiqui (Dead) by LRs v. A. Ramalingam, MANU/SC/0174/2011**. As regards partial partition, it was submitted that no such plea had been raised either in the written statement or in the grounds of the first appeal; that the suit property had been separately settled upon the plaintiff, the first defendant and Jayaraman under Ex.A1; and that the Rani Anna Nagar property stood in the name of their mother. The plea of partial partition was therefore untenable, and the concurrent decree granting the plaintiff an undivided one-third share called for no interference.



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Substantial question of Law No. 1 :

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32. The plaintiff's one-third title in the suit property is founded on the registered settlement deed dated 07.03.1988 (Ex.A1). The first defendant admitted that settlement. The later registered sale deed dated 01.12.2009 (Ex.A7) conveyed to the first defendant the undivided one-third share of Jayaraman's branch. Unless a legally effective transaction thereafter extinguished the plaintiff's one-third share, the first defendant could claim only two-thirds, and the plaintiff continued to own the remaining one-third.

33. The distinction governing family arrangements is set out in **Tek Bahadur Bhujil v. Debi Singh Bhujil and others, AIR 1966 SC 292**. A family arrangement may be oral. Where an oral arrangement has already been completed, and a writing is subsequently prepared merely as a memorandum or record of what has taken place, the memorandum does not itself require registration. However, where the writing is intended to be the instrument by which rights in immovable property are created, declared, assigned, limited or extinguished, it attracts Section 17(1)(b) of the Registration Act, 1908.

34. **A.C. Lakshmipathy and another v. A.M. Chakrapani Reddiar and five others, AIR 2001 Mad 135 : (2001) 1 MLJ 1 : (2001) 1 LW 257**, applies



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the same distinction and emphasises that the question depends on the language of the writing, the surrounding circumstances, and the purpose for which it was prepared. *Ammamuthu Ammal (Died) and others v. Devaraj and others*, 2011-1-L.W. 842 : (2011) 5 MLJ 15: 2011 (1) MWN (Civil) 297, likewise holds that a document whose recitals themselves effect a transfer of rights in immovable property cannot be used to accomplish that transfer under the guise of a collateral purpose.

35. On the pleadings and evidence in the present case, no completed oral partition anterior to 24.08.2005 was proved. The written statement itself describes the family arrangement as having been entered into on 24.08.2005. The disputed writing allocates the suit property to the first defendant, addresses the Rani Anna Nagar property, stipulates payments to various family members, apportions litigation expenses, and contemplates the registration of a partition deed on 01.12.2005. These recitals do not merely narrate a past and completed oral arrangement; they set out reciprocal obligations and a proposed future act of registration.

36. The first substantial question contains its own answer. If Ex.B1 did not create, declare, limit or extinguish any title, it could not divest the plaintiff of



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the one-third share already vested in him under Ex.A1. If, on the other hand, Ex.B1 is relied upon as the transaction by which the plaintiff relinquished that share and the first defendant became the exclusive owner, the document necessarily affects rights in immovable property and requires registration. The first defendant cannot simultaneously deny that the document affects title to registration and rely upon it to extinguish the plaintiff's registered title.

37. Although an unregistered document that is compulsorily registrable may, in appropriate circumstances, be received for a collateral purpose under the proviso to Section 49 of the Registration Act, an instrument that is insufficiently stamped cannot be admitted in evidence or acted upon for any purpose unless it is first impounded under Section 33 of the Indian Stamp Act and the requisite stamp duty and penalty are paid in terms of Section 35. Further, Section 36 merely prevents a subsequent challenge to the admission of a document already marked in evidence; it does not cure the defect of insufficient stamping or authorise the Court to rely upon such a document. Therefore, merely marking an insufficiently stamped instrument as an exhibit does not make it legally capable of being acted upon to determine the rights of the parties.



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38. Indeed, the document has already been admitted into evidence and marked as Ex. B1. Therefore, in view of Section 36 of the Indian Stamp Act, its admission cannot now be called in question on the ground that it is insufficiently stamped. However, Section 36 only prohibits reopening the order admitting the instrument; it does not authorise the Court to act upon an instrument which is insufficiently stamped. The opening portion of Section 35 expressly provides that an instrument chargeable with duty shall neither be admitted in evidence “for any purpose” nor “acted upon” unless it is duly stamped. Hence, although Ex.B1 cannot now be de-marked merely on the ground of insufficient stamping, it cannot be acted upon or relied upon for adjudication of the rights of the parties. This position is supported by **D. Balachandran v. T.C. Shanmugam, 2013 (2) CTC 832: 2013 (3) LW 99**, particularly paragraph 10.

39. The plaintiff's admission that the signature marked Ex.B2 is his own does not establish the legal effect asserted by the first defendant. An admitted signature may prove that the plaintiff signed the writing. It does not, by itself, prove that the reciprocal terms were performed, that Rs.3,50,000 was paid to the plaintiff, that the contemplated registered partition was abandoned by mutual consent, or that the plaintiff's vested share was extinguished.



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40. The record supports the concurrent findings on performance. The original agreement was neither produced nor satisfactorily accounted for. No receipt, bank record, or independent document establishes payment of Rs. 3,50,000 to the plaintiff. The Courts below found material inconsistencies in the evidence of DW2 and DW3 regarding the alleged payments. Ex.B7 and Ex.B8 are utility-service records relating to the Rani Anna Nagar property; they may evidence use or occupation, but they do not prove title or acceptance of that property in complete satisfaction of the plaintiff's registered interest in the suit property. The rental records similarly show that the first defendant managed the suit property and do not establish the extinguishment of a co-owner's title.

41. Ex.A7 is a further circumstance against the defence. In December 2009, the first defendant obtained a registered conveyance from Jayaraman's legal heirs in respect of their undivided share in the suit property. Ex.A7 contains no recital that their share had already been relinquished under the alleged arrangement of 24.08.2005. If the first defendant had already become the exclusive owner under that arrangement, the necessity for the later registered purchase would have required a satisfactory explanation. The Courts below



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were entitled to regard Ex.A7 as inconsistent with the plea that the disputed agreement had already been fully acted upon.

42. The Courts below also noted that only a copy of the disputed writing was produced and that the document was insufficiently stamped. It is unnecessary to base the decision in this Second Appeal solely on the stamp objection. Even setting that objection aside, the first defendant failed to prove a completed antecedent oral arrangement, of which Ex.B1 was merely a memorandum, failed to prove performance of the reciprocal obligations, and could not use the unregistered writing to establish relinquishment of the plaintiff's registered one-third share.

43. The Courts below therefore applied the correct legal distinction. They committed no error in holding that Ex.B1 could not be relied upon as the basis of the first defendant's exclusive title. Substantial question of law No.1 is answered against the appellant/first defendant and in favour of the first respondent.



Substantial question of law No.2 :

44. A suit for partition should ordinarily include all properties jointly owned by the same co-sharers and available for division, so that the parties' rights may be determined in one proceeding. The objection to partial partition nevertheless requires proof that the omitted property forms part of the same joint estate, belongs to the same co-sharers and is legally available for partition among them. A bare assertion that another property exists is insufficient.

45. The suit property stands on a different and established footing. Ex. A1 created defined one-third shares in favour of the three brothers. After Ex. A7, the first defendant held two-thirds, and the plaintiff held one-third. The first defendant, who invoked the Rani Anna Nagar property to defeat the suit, was required to establish, by title evidence, that it was jointly owned by the same parties and formed part of a common pool available for partition.

46. No title deed was produced to show that the Rani Anna Nagar property belonged to Namakkani Nadar or that the plaintiff jointly held it, the first defendant and Jayaraman's branch, in the same character as the suit property. Ex.B7 and Ex.B8 do not prove ownership. Further, Ex.A6 contains the first



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defendant's own assertion that the Rani Anna Nagar property originally belonged to the parties' mother and had been transferred to the plaintiff. That assertion is inconsistent with the defence that the property belonged to the father and necessarily had to be included in the present suit.

47. In the absence of proof that the omitted property was jointly owned by the same co-sharers and available for division in this suit, the plea of partial partition was rightly rejected. Substantial question of law No. 2 is answered against the appellant/first defendant and in favour of the first respondent.

48. In the result, the judgment and decree dated 15.04.2014 made in A.S.No.365 of 2013 on the file of the XIX Additional City Civil Court, Chennai, confirming the judgment and decree dated 16.10.2012 made in O.S.No.4063 of 2010 on the file of the VII Assistant City Civil Court, Chennai are confirmed.



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49. Accordingly, the Second Appeal is dismissed. In light of the relationship between the parties, no order as to costs is made in the Second Appeal. The connected miscellaneous petition, if any, is closed.

06.08.2026

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Index: Yes/No

Speaking Order /Non-speaking order

Neutral citation: Yes/No

To

1. XIX Additional Judge, City Civil Court, Chennai.

2. VII Assistant Judge, City Civil Court, Chennai.

3. The Section Officer,
VR Section,
High Court, Chennai.



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DR. A.D. MARIA CLETE, J

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**PRE DELIVERY JUDGMENT
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