

IN THE HIGH COURT OF JUDICATURE AT MADRAS
RESERVED ON : 30.10.2019

DELIVERED ON : 05.11.2019

CORAM

THE HONOURABLE MR.JUSTICE ABDUL QUDDHOSE

S.A. No.666 of 2007

- 1.K.R.Arumugam (Died)
- 2.A.Pappathi
- 3.Kalpana
- 4.Prakash

... Appellants

(Appellants 2 to 4 brought on record as LRs of the deceased sole Appellant viz., K.R.Arumugam vide order of Court dated 26.07.2019 made in CMP.No.1570 to 1572 of 2018)

Vs

- 1.P.Semmalar
- 2.S.Periyasamy
- 3.P.Parimaladevi
- 4.C.Kuttiappan

... Respondents

PRAYER: Second Appeal filed under Section 100 C.P.C. against the judgment and decree of the Principal District Judge at Erode in A.S.No.45 of 2006 dated 04.12.2006 modifying the decree and Judgment of the 1st Additional Subordinate Judge, Erode in O.S.No.482 of 1998 dated 16.07.2004.

For Appellants 2 to 4 : Mr.R.Sivaprakasam

For Respondents 1 to 3 : Mr.A.Sundaravadanan

JUDGMENT

This second appeal has been filed challenging the Judgement and decree dated 04.12.2006 passed by the learned Principal District Judge, Erode in A.S.No.45 of 2006 modifying the judgement and decree dated 16.07.2004 passed by the learned First Additional Subordinate Judge, Erode in O.S.No.482 of 1998.

2. This Court had admitted this second appeal on 16.07.2007 on the following substantial question of law:

"Whether the finding of the Lower Appellate Court that the agreement of sale entered into was not for the benefit of the third defendant - minor and

the same is not binding upon her, is erroneous and contrary to the evidence available on record."

Brief facts leading to the filing of this appeal:

3. The Appellants are the legal representatives of the plaintiff in the suit O.S.No.482 of 1998 filed against the respondents who are the defendants seeking specific performance of an agreement of sale dated 22.05.1998 entered into between the plaintiff and the defendants 1 to 3.

4. For the purpose of convenience, the parties are described as per their ranking before the Trial Court.

5. The plaintiff alleged that the defendants agreed to sell the suit schedule properties in his favour under an agreement for sale dated 22.05.1998. As seen from the plaint, it is the case of the plaintiff that he has paid an advance of Rs.60,000/- on the date of agreement and Rs.40,000/- thereafter, totally amounting to Rs.1,00,000/-, out of the total sale consideration of Rs.2,34,600/-. It is also pleaded in the plaint that the defendants 2 and 3 are unmarried daughters of the first defendant and that the first defendant has executed the sale agreement in favour of the plaintiff for himself and on behalf of his minor daughter, the third defendant, along with the second defendant. As seen from the plaint, it is his case that the suit schedule properties are owned only by the first defendant and the defendants 2 and 3 have been added as parties only by way of abundant caution. It is also the case of the plaintiff that the defendants 1 to 3 have illegally sold the suit schedule properties to the fourth defendant on 22.06.1998, despite the existence of prior sale agreement dated 22.05.1998 in favour of the plaintiff. It is also his case that he was always ready and willing to perform his part of the sale agreement dated 22.05.1998. But it is his case that since the defendants 1 to 3 failed to execute the sale deed, he was constrained to file a suit for specific performance.

6. However, it is the case of the first defendant as seen from his written statement that there was no sale agreement with the plaintiff. According to the first defendant, the attesor to the alleged sale agreement had lent money to the first defendant and as a security for the same, the first defendant has signed in blank papers which were misused by the plaintiff.

7. The third defendant who was a minor at the time of execution of the sale agreement by the first defendant in favour of the plaintiff in her written statement has denied that the first defendant has executed the sale agreement on her behalf with the plaintiff. The sale of suit schedule properties by the first defendant in favour of the fourth defendant on 22.06.1998

has also been denied by the third defendant. It is her case that the first defendant has fallen into bad company and become an addict to all vices like women, wine and cards and that he was wasting the entire family income for the said illegal and immoral purposes. It is the case of the third defendant, when the first defendant was questioned about his immoral activities, he drove away the third defendant along with her mother from their home and the third defendant along with her mother took asylum in the house of the parents of her mother. According to the third defendant, the suit schedule properties are worth Rs.10,00,000/- and the first defendant has colluded with the plaintiff depriving the legitimate rights over the suit schedule properties by the third defendant. It is also the case of the third defendant that a publication was also given on 16.08.1998 in 'Dinamalar' publishing the real state of affairs pertaining to the suit schedule properties and that a partition suit was also filed by them against the first defendant in O.S.No.647 of 1997. As seen from the written statement, the third defendant has categorically pleaded that the alleged sale agreement dated 22.05.1998 with the plaintiff is fraudulent, collusive and a fabricated document. A plea has also been taken that the first defendant has conspicuously failed to obtain permission from the competent court on behalf of the third defendant before entering into a sale agreement with the plaintiff and that the proposed sale was not for the benefit of the third defendant and it was against her interest.

8. The fourth defendant who is the subsequent purchaser under an alleged sale deed dated 22.06.1998 has filed his written statement stating that he is a bonafide purchaser for value. According to him, the registered sale deed dated 22.06.1998 is a duly executed document and the same is true, genuine and valid. It is his case that the defendants 1 to 3 have colluded together to nullify the valid sale in his favour and that the plaintiff has not approached the court with clean hands.

9. Before the Trial Court, the plaintiff filed eight documents which were marked as Ex.A1 to Ex.A8 and four witnesses were examined on his side viz., PW1-Arumugam, PW2-T.P.Rangasamy, PW3-Deivasigamani and PW4 - Karunakaran. On the side of the defendants, two documents were filed which were marked as Ex.B1 and Ex.B2 and four witnesses were examined viz., DW1 - Periyasamy, DW2 - Semmalar, DW3 - Pappathi and DW4 - Kuttiappan.

10. The Trial Court by its judgement and decree dated 16.07.2004 in O.S.No.482 of 1998 decreed the suit as prayed for by the plaintiff by directing the plaintiff to deposit the balance sale consideration within one month to the credit of the suit and on such deposit, directed the defendants to execute a

sale deed in favour of the plaintiff within two months thereafter. By a consequential direction, the trial Court also cancelled the sale deed dated 22.06.1998 executed in favour of the fourth defendant.

11. Aggrieved by the judgement and decree dated 16.07.2004 passed by the Additional Subordinate Judge, Erode in O.S.No.482 of 1998, the third defendant in the suit viz., Semmalar preferred an appeal before the learned Principal District Court, Erode in A.S.No.45 of 2006. The plaintiff aggrieved by the non-awarding of costs by the Trial Court, despite decreeing the suit, also filed an appeal before the learned Principal District Court, Erode in A.S.No.67 of 2006.

12. The learned Principal District Court, Erode by its common judgment and decree dated 04.12.2006 passed in A.S.No.45 of 2006 and A.S.No.67 of 2006, partly allowed the appeal A.S.No.45 of 2006 filed by the third defendant by modifying the judgment and decree dated 16.07.2004 passed by the Trial court in O.S.No.482 of 1998 by directing the plaintiff to deposit the balance sale consideration only in respect of 2/3rd share in the suit schedule properties belonging to the first and second defendants in the suit and on such deposit, the defendants 1 and 2 in the suit were directed to receive the same and the defendants 1, 2 and 4 in the suit were directed to execute the sale deed in favour of the plaintiff for 2/3rd share in the suit schedule properties. The Lower Appellate Court held that the plaintiff is entitled for specific performance only as against the defendants 1, 2 and 4 and as against the third defendant, the Lower Appellate Court held that the plaintiff was not entitled for specific performance against her 1/3rd share. The Lower Appellate Court also dismissed A.S.No.67 of 2006 filed by the plaintiff challenging the non-awarding of costs by the trial Court in the suit.

13. Aggrieved by the modification of the judgment and decree dated 16.07.2004 passed in O.S.No.482 of 1998 by the lower Appellate Court, this second appeal has been filed by the Appellants who are the legal representatives of the plaintiff in the suit.

Submissions of the learned counsels:

14. Heard Mr.R.Sivaprakasam, learned counsel for the Appellants and Mr.A.Sundaravadanan, learned counsel for the respondents 1 to 3.

15. The learned counsel for the Appellants submitted that the suit schedule properties are joint family properties belonging to the defendants 1 to 3 in the suit. According to him, since the first defendant is the father of the third defendant who was a minor on the date of the sale agreement

dated 22.05.1998, as a natural guardian, he is legally empowered to sell the suit schedule properties on behalf of his minor daughter without Court permission. According to him, being joint family properties, Section 8(1) and 8(2) of the Hindu Minority and Guardianship Act, 1956 (hereinafter referred to as 'the Act, 1956') is not applicable to the case on hand and hence, Court permission is not required as stipulated therein.

16. The learned counsel for the Appellants drew the attention of this Court to Section 6, Section 8 and Section 12 of the Act and submitted that the first defendant, being the father of the third defendant is a natural guardian for the third defendant and he has validly executed the sale agreement in favour of the plaintiff for sale of joint family properties. In support of his submission, the learned counsel for the Appellants has cited the following authorities:

(a) 1996 (1) CTC 360 (Supreme Court): Sri Narayan Bal & others vs. Sri Sridhar Sutar and others;

(b) 1997 (2) CTC 602 (MHC) (Division Bench): K.Logambal & others vs. V.V.Sakunthala & Others;

(c) 2004 (3) CTC 266 (MHC): Kaliammal @ Pappathi & others vs. T.G.Varadharajan & Others;

(d) 2010 (3) CTC 411 (MHC) (Division Bench): Manohara Kumari vs. Anitha & another;

Referring to the aforesaid decisions, the learned counsel for the Appellants would contend that as per Sections 6 and 12 of the Act, 1956, the previous permission of the Court under Section 8(2) for disposing of the undivided interest of a minor in a Joint Family Property is not required.

17. However, on the contrary, the learned counsel for the respondents 1 to 3 would submit that only for legal necessity of a minor, a father eventhough being a natural guardian can sell a joint family property without Court permission. He drew the attention of this Court to an extract from Mullah on Hindu Law (23rd Edition). He referred to the relevant portions from the said book, namely (a) Section 240 which deals with Alienation by manager of coparcenary property for legal necessity, (b) Section 241 - What is legal necessity, (c) Section 241A - Alienation by manager for 'the benefit of the estate' and (d) Section 242 - Burden of proof of necessity;

and submitted that only in case of legal necessity, the minor's share in a joint family property can be sold without Court Permission.

18. The learned counsel for the respondents 1 to 3 also cited the following authorities:

(a) 2016 AIR (SC) 1666: Narayan vs. Babasaheb & Ors.

(b) 2001 (5) Supreme 396: Mohamed Asgar Mohamed Mazhar and Anr. Vs. Arvind Raghunath Sawant and Anr;

(c) 1971 AIR (SC) 2228: Pandurang Mahadeo Kavade (dead) by

his legal representative and others vs. Annaji Balwant Bokil and others;

(d) 2007 AIR (SC) 1324: Subhodkumar & Ors. vs. Bhagwant Namdeorao Mehetre & Ors;

(e) 2018 AIR (SC) 3907: Kehar Singh (D) Thr. L.Rs. & Ors. vs. Nachittar Kaur & Ors.

(f) 1992 AIR (Madras) 214: Dhanasekaran vs. Manoranjithammal and others;

(g) (2013) 9 Supreme Court Cases 419: Rohit Chauhan vs. Surinder Singh and Others;

Referring to the aforesaid decisions, the learned counsel for the respondents 1 to 3 would submit that the relief of specific performance of a minor share in a joint family property cannot be granted without establishing that there was legal necessity for the guardian to sell the minor's share. According to him, legal necessity is sine qua non for sale of minor's share in a joint family property.

Discussion:

19. In the case on hand, admittedly the first respondent/third defendant was a minor when the sale agreement Ex.A1 was executed by the second respondent/first defendant on behalf of the first respondent/third defendant in favour of the Plaintiff. It is the case of the plaintiff, as seen from the plaint averments that the second respondent/first defendant is the absolute owner of the suit schedule property and only by way of abundant caution, the second and third defendants who are the unmarried daughters of the first defendant were made as parties to the suit.

20. As seen from the plaint, there is inconsistency in the plaintiff's pleadings. In one of the paragraphs of the plaint, the plaintiff has pleaded that the suit schedule properties are owned by the defendants and in another paragraph, he has categorically pleaded that the suit properties are owned by the first defendant and only by way of abundant caution, the unmarried daughters of the first defendant viz., defendants 2 and 3 in the plaint were arrayed as parties. However, in the oral evidence let in by the plaintiff before the Trial Court, he has admitted that the suit schedule properties are joint family properties owned by the respondents 1 to 3 in this Appeal who are the defendants 3, 1 and 2 respectively in the suit. He has also deposed before the Trial Court that the suit schedule properties were agreed to be sold by the first defendant on behalf of the third defendant (minor) share also, only for the marriage expenses of his daughter. There is no averment in the plaint as regards the legal necessity for the first defendant to sell the suit schedule properties on behalf of the third defendant also.

21. Apart from inconsistencies in the pleadings, the oral evidence of the plaintiff (PW1) contradicts the pleadings and travels beyond the pleadings.

22. The sole purpose of pleadings is to bind the parties to a stand. When the plaintiff makes certain allegations, the defendant is supposed to disclose his defence to each and every allegations specifically and state true facts to the court and once the facts are stated by both the parties, the court has to frame issues and ask the parties to lead evidence. It is settled law that the parties can lead evidence limited to their pleadings and parties while leading evidence cannot travel beyond pleadings. If the parties are allowed to lead evidence beyond pleadings then the sacrosanctity of pleadings comes to an end and the entire purpose of filing pleadings also stand defeated. The other purpose behind this is that no party can be taken by surprise and new facts cannot be brought through evidence which have not been stated by the plaintiff in the plaint. The law provides a procedure for amendment of the pleadings and if there are any new facts which the party wanted to bring on record, the party can amend pleadings, but without amendment of pleadings, a party cannot be allowed to lead evidence beyond pleadings.

23. The Hon'ble Supreme Court in the case of Harihar Prasad Singh and Others vs. Balmiki Prasad Singh and others reported in 1975 (1) SCC 212 as well as in the decision rendered in the case of Ram Sarup Gupta (Dead) by LRs. vs. Bishun Narain Inter College and others reported in 1987 (2) SCC 555 held that the evidence adduced cannot travel beyond the pleadings. In the case on hand, the plaintiff has adduced evidence contrary to his own pleadings as found in the plaint by deposing that the suit schedule properties are joint family properties and have been agreed to be sold by the first defendant on behalf of the third defendant (minor), only for a legal necessity namely for the marriage of his unmarried daughters.

24. The Trial Court has erroneously decreed the suit against the third defendant, despite the inconsistent pleadings found in the plaint as well as the evidence adduced by the plaintiff in his oral evidence which has travelled beyond the pleadings. In view of the settled law that evidence cannot travel beyond the pleadings, the Trial Court ought not to have decreed the suit insofar as the 1/3rd share of the third defendant (minor) in the suit schedule properties are concerned.

25. The third defendant was admittedly a minor at the time of execution of sale agreement Ex.A1 by the first defendant on her behalf in favour of the plaintiff. She has also pleaded in

her written statement that her father, the first defendant has disowned her and her mother and both of them were living separately at the time of execution of sale agreement Ex.A1 by the first defendant. The third defendant has also categorically pleaded in her written statement that there was no cordial relationship between her and her father at the time of execution of sale agreement Ex.A1. The first defendant who is the father has also in his written statement disputed the execution of sale agreement Ex.A1 by him in favour of the plaintiff. According to him, the attesting witness to the sale agreement Ex.A1 had lent money to him for which he had signed in blank papers which were misused by the plaintiff in collusion with the attesting witness and the plaintiff has filed a false suit against the defendants.

26. As seen from the pleadings of the defendants 1 to 3 in the suit, they have categorically denied the execution of the sale agreement Ex.A1 in favour of the plaintiff. This being the case, the Trial Court ought to have been abundantly cautious before deciding a suit for specific performance in favour of the plaintiff as a relief of specific performance under section 20 of the Specific Relief Act, 1963 prior to amendment is only discretionary. Only when an alternate adequate relief cannot be granted, it is settled law that the specific performance for an agreement of sale can be granted by Courts.

27. Section 6 of the Act, 1956 deals with natural guardians of a Hindu minor. It states that the natural guardian of a Hindu minor in respect of the minor's person as well as in respect of the minor's property (excluding his or her undivided interest in joint family property) are the persons mentioned in Section 6 (a), 6(b) and 6(c) therein. As seen from section 6 of the Act, its applicability excludes a minor's undivided interest in a joint family property. It is the case of the plaintiff as per his deposition that the suit schedule properties are joint family properties. This being the case, section 6 of the Act is not applicable for the case on hand as the second respondent/first defendant who is the father of the first respondent/third defendant is not a natural guardian for the purpose of Section 6 of the Act, 1956. In view of non-applicability of Section 6 of the Act, 1956, to a minor's undivided interest in a joint family property, the powers of natural guardian as stipulated under Section 8 of the Act, 1956 are also not applicable to the case on hand.

28. The Hon'ble Supreme Court in the case of Sri Narayan Bal & others vs. Sri Sridhar Sutar and others reported in 1996 (1) CTC 390 which decision was followed by two Division Bench judgments of this Court in the case of K.Logambal & others vs. V.V.Sakunthala & Others reported in 1997 (2) CTC 602 and in the case of Manohara Kumari vs. Anitha & another reported in 2010

(3) CTC 411 has held by applying Section 6 of the Act that no court permission is required to sell a minor's undivided interest in a joint family property. There are no two opinions about the said settled proposition of law. However, in the case on hand, there is absolutely no pleading whatsoever in the plaint that the second respondent/first defendant has agreed to sell the suit schedule properties to the plaintiff under Ex.A1 as a Karta of an Hindu undivided family.

29. The joint Hindu family is a patriarchal organization and the head of the family is known as Karta. He is the senior most male member of the family and as a head/manager of the family, he is a representative of the family and acts for or on behalf of the family. A Karta is a person in whom, others in the family repose confidence, so between the Karta and the family members there is a fiduciary relationship because there is always a need for a manager to look after the welfare of minor members and females in a joint Hindu family. Such manager of the joint Hindu family is known as the Karta of family and he enjoys immense powers in respect of the management of the affairs of family and its property.

30. The position of Karta in a joint Hindu family is unique. He is that person who takes care of the whole family and its property and administers it and all the members of the family remain in discipline under his control and are bound by his decisions. A Karta incurs unlimited liability and is representative of the family in all the affairs.

31. In the case on hand, a categorical stand has been taken by the first respondent/third defendant that the second respondent/first defendant who is the father, has been acting against her interest and that she and her mother were thrown out from the house of the second respondent/first defendant and they are living separately ever thereafter. When this is the case, it is highly improbable that the second respondent/first defendant can act as a Karta for a Hindu undivided family in which the first respondent/third defendant is a part of the said family. There is also no pleading whatsoever in the plaint whether the second respondent/first defendant acted on behalf of the first respondent/third defendant while executing the agreement of sale Ex.A1 as Karta for a Hindu undivided family. The sale agreement Ex.A1 also does not reveal that the second respondent/first defendant acted as a Karta for the Hindu undivided family in which the first respondent/third defendant is a member.

32. Being a joint family property when section 8 of the Act, 1956 is not applicable, an undivided interest of a minor in a joint family property can be sold only by a Karta of a joint

Hindu undivided family. But in the case on hand, as seen from the pleadings as well as sale agreement Ex.A1, the second respondent/first defendant has not agreed to sell the minor's share as Karta of the Hindu undivided family.

33. As observed earlier, there are inconsistencies in the pleadings and the oral evidence adduced by the plaintiff also contradicts his own pleadings as seen from the plaint. Even though there is no requirement for Court permission to sell a minor's undivided interest in a joint family property, only as a Karta who is having confidence of all the members of the Hindu undivided family, a minor's undivided interest in the joint family property can be sold by him.

34. As observed earlier and as seen from the evidence available on record, there is absolutely no cordial relationship between the first respondent/third defendant and her father the second respondent/first defendant at the time of execution of sale agreement Ex.A1. The first respondent/third defendant in his oral evidence has also deposed that her father has fallen into bad company and become an addict to all vices like women, wine and cards and that, he was wasting the entire family income for the said illegal and immoral purposes. She has also deposed that she along with her mother were thrown away by her father from their home and they are now living separately. The deposition of DW1 (first respondent/third defendant) is consistent with the pleadings of the third defendant as found in her written statement filed in the suit. This fact has also not been disproved by the plaintiff, as seen from the evidence available on record.

35. From the evidence available on record, it is absolutely clear that the relationship between the first respondent/third defendant and the second respondent/first defendant is strained and the first respondent/third defendant does not have any confidence on her father, the second respondent/first defendant. This being the case, it can be conclusively inferred that the second respondent/first defendant can never act as a Karta for the Hindu undivided family in which the first respondent/third defendant is a member. Unless and until, there is mutual trust and confidence between the members of the Hindu undivided family, a head of the family cannot act as a Karta. The Trial Court has not taken note of this crucial factor before decreeing the suit against the first respondent/third defendant also who was a minor at the time of execution of the sale agreement Ex.A1.

36. Section 12 of the Act, 1956 stipulates that where the minor has an undivided interest in joint family property and the

property is under the management of an adult member of the family, no guardian shall be appointed for the minor in respect of such undivided interest. From the evidence available on record, it is absolutely clear that the second respondent/first defendant who is the father of the first respondent/third defendant was not managing the suit schedule properties as an adult member of the family. The evidence available on record clearly reveals that there is no cordial relationship between the first respondent/third defendant and her father, the second respondent/first defendant and she never had confidence and trust with her father. There is no pleading found in the plaint that the second respondent/first defendant was an adult member of the family and was managing the suit schedule properties on behalf of the first respondent/third defendant at the time of execution of the sale agreement Ex.A1. The sale agreement Ex.A1 also does not contain any such recitals as required under Section 12 of the Act, 1956. The Trial Court failed to apply section 12 of the Act, 1956 in the proper perspective and has erroneously decreed the specific performance suit as against the first respondent/third defendant also.

37. Eventhough the Lower Appellate Court in its judgment and decree dated 04.12.2006 passed in A.S.No.45 of 2006 has reversed the findings of the Trial Court insofar as the first respondent/third defendant is concerned and rightly held that a specific performance decree cannot be passed against the first respondent/third defendant, the reasoning given by the Lower Appellate Court for coming to the said conclusion is not correct. The Lower Appellate Court rejected the relief of specific performance against the first respondent/third defendant on the ground that as per the evidence of DW1 to DW3, the advance amount received by the first and second defendants were not utilised for the benefit of third defendant (minor). The Lower Appellate Court ought to have rejected the relief sought for against the first respondent/third defendant only on the ground that (a) there are inconsistencies in the pleadings, (b) oral evidence of the plaintiff contradicts the pleadings and (c) the second respondent/first defendant cannot act as a Karta for the first respondent/third defendant as the members of the Hindu undivided family were having a strained relationship which fact has also not been disproved by the plaintiff. Excepting for the wrong reasoning given by the Lower Appellate Court, the final outcome is correct and cannot be interfered with by this Court.

38. As observed earlier, if the plaintiff is able to establish conclusively through his pleadings, oral and documentary evidence that the suit schedule properties are the joint family properties and the properties were sold by a Karta of a Hindu undivided family and the members of the Hindu undivided family have utmost confidence in him acting as a

Karta, obtaining Court permission under Section 8 of the Act will not arise. But in the case on hand, the plaintiff has miserably failed to satisfy the well settled legal requirements to sell a minor's interest in a joint family property. Even though, the reasons given by the Lower Appellate Court for arriving at the conclusion is not correct, the final decision of the Lower Appellate Court holding that the plaintiff is not entitled for specific performance decree as against the first respondent/third defendant is absolutely correct in view of the fact that there is inconsistencies in the pleadings and the evidence adduced by the plaintiff contradicts his pleadings and there is no cordial relationship between the first respondent/third defendant and the second respondent/first defendant and therefore, the second respondent/first defendant could never had acted as a guardian for the minor /third defendant.

39. Since this Court does not find any infirmity in the decision of the Lower Appellate Court, the substantial question of law formulated by this Court at the time of admission of this Appeal is answered against the Appellants who are the legal representatives of the plaintiff and this Court holds that even though no Court permission is required to sell a minor's undivided interest in a joint family property as stipulated under section 8 of the Act, 1956, a father cannot act as a guardian for a minor, unless and until, there is consensus amongst the family members that the father can act as a Karta for the Hindu undivided family and they have utmost confidence and trust in him.

40. In the case on hand, as seen from the evidence available on record, there is absolutely no confidence and trust on the second respondent/first defendant amongst the family members of the Hindu undivided family in which the second respondent/first defendant is a male head. Since the second respondent/ second defendant did not have the legal authority to sell the first respondent/third defendant(minor's share) in the joint family property, as seen from the evidence and materials available on record, the substantial question of law formulated by this Court at the time of admission of this second appeal is answered against the plaintiff.

Conclusion:

41. This Court does not find any merit in this Second Appeal. In view of the above reasons, the Second Appeal is dismissed. No costs.

Sd/-

Assistant Registrar(CS)

//True Copy//

Sub Assistant Registrar

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To

1. The Principal District Judge at Erode
2. The Ist Additional Subordinate Judge, Erode

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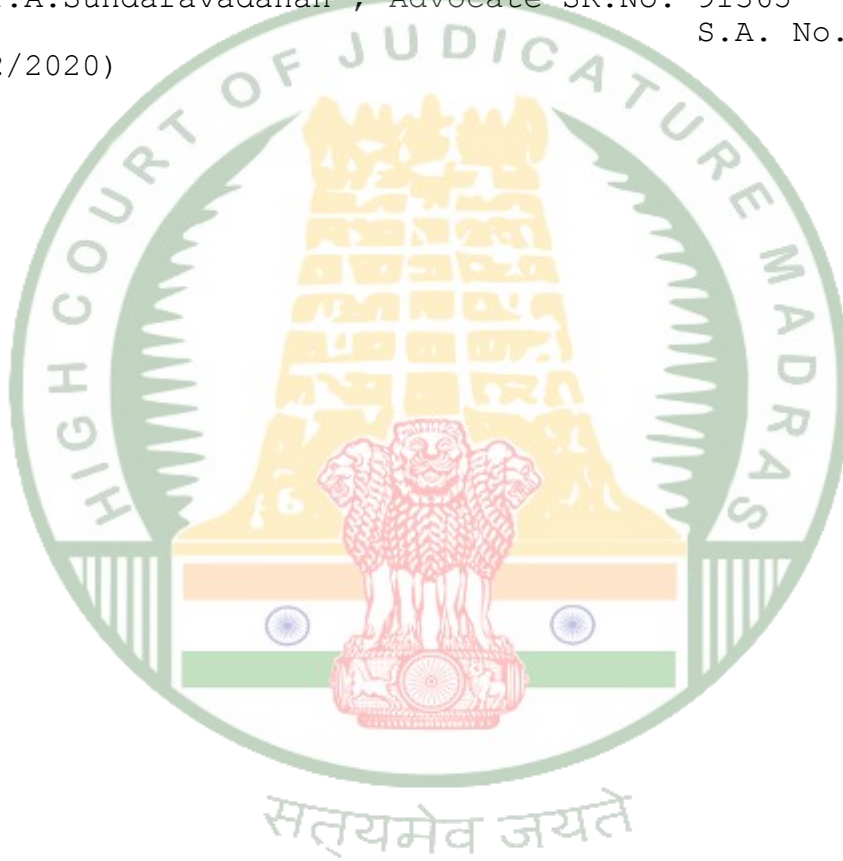
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+1cc to Mr.R.Sivaprakasam , Advocate SR.No. 91360

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S.A. No.666 of 2007

A.SK(12/02/2020)



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