

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 26.11.2019

CORAM

THE HONOURABLE MR.JUSTICE K.KALYANASUNDARAM

C.S.No.951 of 2017

Krishnammal

... Plaintiff

Vs

1.Sushil Lalwani
2.Susil Adam Seelan

... Defendants

Plaint filed under Order IV Rule 1 of Original Side Rules r/w Order VII Rule 1 of CPC, praying for judgment and decree as follows:

- a) to declare that the plaintiff is the absolute owner in respect of the suit schedule property being Plot No.4, present No.107, in the Corporation Layout plan comprised in a portion of Old Survey No.32, Resurvey No.32/1, Paimash No.488 situate No.29, Padmanapha Chetty Street, Thiyagaraya Nagar, Chennai bounded on the North: Pond already belonging to Sholayappa Naicker part of R.S.No.32/1, East By: Plot No.5 Part of Resurvey No.32/1, South by: Padmanabha Chetty Street part of R.S.No.32/1 and west by: Plot No.3, part of Resurvey No.32/1 measuring east to west on the northern and southern sides 46 feet, North to South on the Eastern side 87 ft and North to South on the western side 85 ft, while Plot measuring 1 ground and 1536 sq.ft situated within the Sub Registration District of Mylapore in the Registration District of Madras, Chingleput was

belongs to Tmt.Rukmaniammal wife of T.A.Ganesan she having purchased the same by virtue of a Registered Deed of Sale dated 02.03.1942, Registered as Document No.359 of 1942 on the file of Office of the Sub Registrar, Mylapore.

b) To declare that the sale deed executed by the 2nd defendant in favour of the 1st defendant vide Registered Deed of Sale dated 14.05.2008 bearing Document No.1025 of 2008 on the file of SRO, Thiyagarayanagar as null and void.

c) To direct the defendants to quit and deliver Vacant possession of the suit schedule property to the plaintiff.

d) directing the defendants to pay the cost of this suit.

For Plaintiff : Mr.M.Sankar

For Defendants : set exparte

JUDGMENT

The suit in C.S.No.951 of 2017 has been filed to declare that the plaintiff is the absolute owner in respect of the suit scheduled property ; to declare that the sale deed executed by the 2nd defendant in favour of the 1st defendant vide Registered Deed of Sale dated 14.05.2008, bearing Document No.1025 of 2008 on the file of Sub Registrar Office, Thiyagarayanagar as null and void and for deliver the vacant possession of the suit scheduled property to the plaintiff.

2. It is the case of the plaintiff that the suit schedule property was originally owned by one Tmt.Rukmaniammal wife of T.A.Ganesan, by virtue of registered sale deed dated 02.03.1942. The said Rukmaniammal and T.A.Ganesan had no issues out of their wedlock. The original owner died on 15.7.1986 and after her demise, the suit property devolved upon her husband T.A.Ganesan. After he died on 06.12.1991, the plaintiff's husband N.Murugesu Perumal, who is the brother of T.A.Ganesan inherited the suit property by way of succession. As such he was in possession and enjoyment of the property.

3. The plaintiff would further submit that though her husband had given a power of attorney in favour of the second defendant on 14.5.2008, the Power Agent did not deal the suit property, hence, it was cancelled on 31.1.2013. It is further stated that the plaintiff's husband settled the suit property in favour of the plaintiff by way of deed of settlement dated 31.01.2013, registered as Document No.213 of 2013 on the file of the Sub Registrar Office, Thiyagarayanagar and thereby, she became the absolute owner of the suit property. It is alleged that an encumbrance was created at the instance of the second defendant in favour of the first defendant by way of registered sale deed dated 14.5.2008 and hence, the suit.

4. Though, the defendants were served with suit summons in the month of September 2019, no written statement was filed by them. Therefore, they were set ex-parte on 06.11.2019.

5. The plaintiff examined herself as P.W.1 and marked Exs.P1 to 10. Exs.P1 and P7 are certified copies of the sale deeds, Ex.P9 is the settlement deed executed in favour of the plaintiff and Ex.P10 is Encumbrance Certificate. A perusal of the oral and documentary evidence would prove that the plaintiff is the absolute owner of the suit schedule property. Therefore, this Court is of the considered opinion that the plaintiff is entitled to succeed in the suit. Accordingly, the suit is decreed as prayed for. No costs.

26.11.2019

Index : Yes/No
Internet: Yes/No
Speaking Order/Non Speaking Order
ms

To

The Sub Assistant Registrar,
Original Side,
High Court, Madras.

List of the witnesses examined on the side of the plaintiff:

P.W.1 - Tmt.Krishnammal

List of Exhibits marked on the side of the plaintiff:

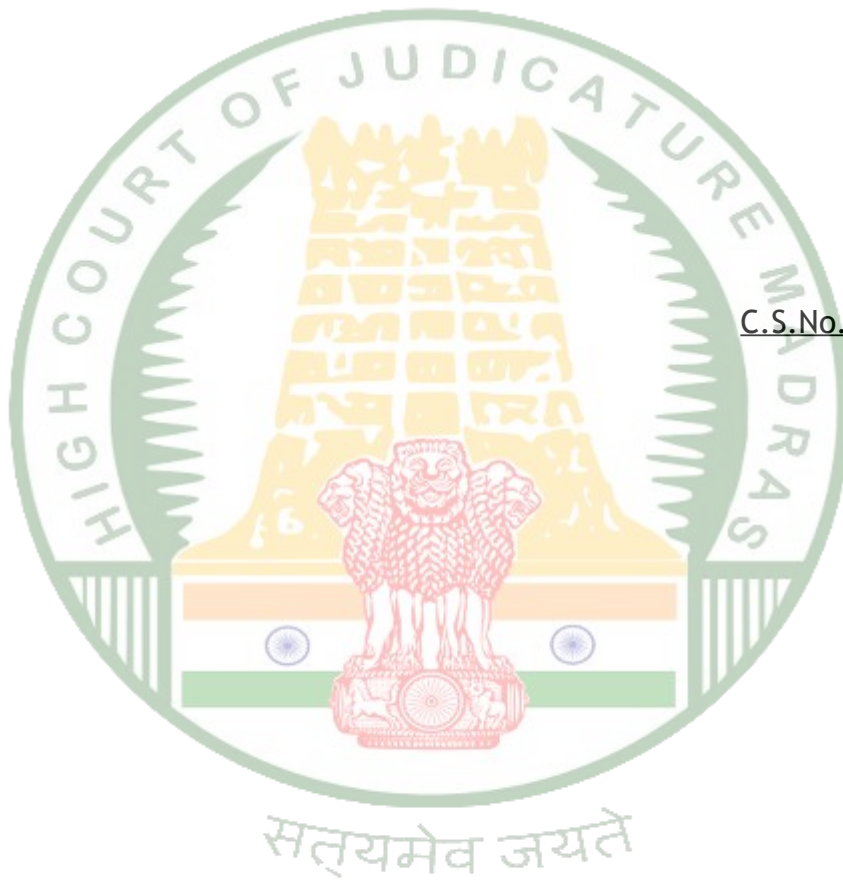
<i>Sl. No.</i>	<i>Exhibits</i>	<i>Description</i>	<i>Dated</i>
1	Ex.P1	Sale Deed Registered as Document No.359 of 1942 in favour of K.T.Rukmaniammal	02.03.1942
2	Ex.P2	Death Certificate of K.T.Rukmaniammal	15.07.1986
3	Ex.P3	Legal Heir Ship certificate of K.T.Rukmaniammal	25.8.1988
4	Ex.P4	Death Certificate of T.A.Ganesan	06.12.1991
5	Ex.P5	Legal Heir Ship Certificate	01.06.1999
6	Ex.P6	General Power of Attorney executed by Murugesu Perumal in favour of the 2 nd defendant	14.5.2008
7	Ex.P7	Sale Deed executed by 2 nd defendant in favour of 1 st defendant	14.5.2008
8	Ex.P8	Cancellation of General Power of Attorney executed by Murugesu Perumal in favour of the 2 nd defendant	31.1.2013
9	Ex.P9	Settlement Deed executed by the husband of the Plaintiff in favour of the Plaintiff	31.01.2013
10	Ex.P10	Encumbrance Certificate	-

WEB COPY

C.S.No.951 of 2017

K.KALYANASUNDARAM, J.

ms



C.S.No.951 of 2017

26.11.2019

WEB COPY