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IN THE HIGH COURT OF JUDICATURE AT MADRAS

RESERVED ON : 22.02.2021

PRONOUNCED ON : 04.03.2021

CORAM

THE HONOURABLE MR.JUSTICE T.RAVINDRAN

S.A.No.1450 of 2008

Jayasudha ... Appellant/3rd Defendant

Vs.

1.Karpagam
2.Kasturi ... Respondents 1 & 2/Plaintiffs
3.Chockalingam
4.Inbanila ... Respondents 3 & 4/Defendant 1 & 2

Prayer :- Second Appeal has been filed under Section 100 of CPC against the Judgement and Decree dated 27.08.2008 passed in A.S.No.5 of 2008 on the file of the Principal Subordinate Court, Virdhachalam, confirming the Judgment and Decree dated 27.11.2007 passed in O.S.No.102 of 2001 on the file of the Principal District Munsif Court, Vridhachalam.

For Appellant : Mr.V.Raghavachari

For Respondents : No appearance
set exparte vide order
dated 22.02.2021

JUDGMENT

Challenge in this second appeal is made to the Judgement and Decree dated 27.08.2008 passed in A.S.No.5 of 2008 on the file of the Principal Subordinate Court, Virdhachalam, confirming the Judgment and Decree dated 27.11.2007 passed in O.S.No.102 of 2001 on the file of the Principal District Munsif Court, Vridhachalam.

2.For the sake of convenience, the parties are referred to as per their rankings in the trial Court.

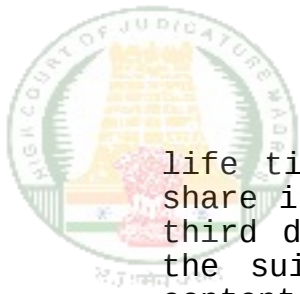
3.The third defendant is the appellant in this second appeal.



4. Suit for partition.

5. The case of the plaintiffs in brief is that the suit properties are the ancestral properties of the first defendant and the plaintiffs are the daughters of the defendants 1 & 2. The third defendant's husband, the deceased Vaithilingam is the son of the defendants 1 & 2 and the plaintiffs are each entitled to 1/4 share in the suit properties. As regards the first item of the suit properties, the plaintiffs' parents obtained the signature of the plaintiffs on the pretext that they intend to mortgage the first item of the suit properties and without reading the contents of the deed and the contents of the deed also not having been disclosed to the plaintiffs, their signatures had been obtained in the deed and the plaintiffs came to understand that by way of the deed, the first item of the suit properties had been alienated in favour of the deceased Vaithilingam and his wife viz., the third defendant and the said deed is not binding upon the plaintiffs and till date, the suit properties are in the possession and enjoyment of the first defendant as the family manager and therefore, the plaintiffs are deemed to be in the possession and enjoyment of the suit properties and after the demise of Vaithilingam, the defendants 2 & 3 are entitled to succeed to his share in the suit properties and the deceased Vaithilingam during his life time had also relinquished his share in the suit properties by way of the deed dated 28.09.2000 and therefore, the third defendant is not entitled to claim any share in the suit properties and despite several requests, the plaintiffs had not been allotted their due shares in the suit properties and at the instance of the third defendant, the third item of the suit properties had also been included and hence, according to the plaintiffs, the suit has been laid by them for obtaining their shares in the suit properties.

6. The defendants 1 & 2 resisted the plaintiffs' suit contending that it is true that in respect of the first item of the suit properties, the sale deed had been executed in favour of the deceased Vaithilingam and his wife viz., the third defendant, however, no consideration was paid for the same both by the deceased Vaithilingam and his wife, the third defendant and the third defendant's family members did not allow the deceased Vaithilingam and the third defendant to live together and been insisting that the properties should be sold to the deceased Vaithilingam and the third defendant and left with no other alternative, the sale deed had come to be effected qua the first item of the suit properties in favour of the deceased Vaithilingam and the third defendant. However, pursuant to the abovesaid sale deed, neither the deceased Vaithilingam nor the third defendant had enjoyed the first item of the suit properties and further, the deceased Vaithilingam during his



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life time had executed a Will dated 28.09.2000 bequeathing his share in the suit properties and in such view of the matter, the third defendant is not entitled to claim any share or right in the suit properties and the plaintiffs are not aware of the contents of the sale deed executed in favour of the deceased Vaithilingam and the third defendant and the defendants 1 & 2 have not refused to allot the due share to the plaintiffs in the suit properties and accordingly, prayed to dispose of the suit laid by the plaintiffs.

7.The third defendant resisted the plaintiffs' suit contending that the plaintiffs have failed to include the third item of the suit properties belonging to the family and on that ground, the suit is bad for partial partition and the first defendant incurred huge debts towards the marriage of the plaintiffs and to settle the debts as the family manager, with the consent of the plaintiffs, he had alienated the first item of the suit properties in favour of the deceased Vaithilingam and the third defendant by way of the sale deed dated 27.09.2000 for a valid consideration and since then it is only the deceased Vaithilingam and the third defendant, who has been in the possession and enjoyment of the first item of the suit properties and the plaintiffs knowing the contents of the sale deed had attested the same and therefore, neither the plaintiffs nor the defendants 1 & 2 are entitled to claim any share or right in respect of the first item of the suit properties. The second item of the suit properties is the house property and therefore, the plaintiffs are not entitled to claim any share in the same as per Section 23 of the Hindu Succession Act. The Court fee paid is incorrect and hence, prayed for the dismissal of the plaintiff's suit.

8.In support of the plaintiffs' case, PWs 1 & 2 were examined and Ex.A1 was marked. On the side of the defendants' Dws1 to 5 were examined and Exs.B1 to B4 were marked.

9.At the time of admission of the second appeal, the following substantial questions of law were formulated for consideration:

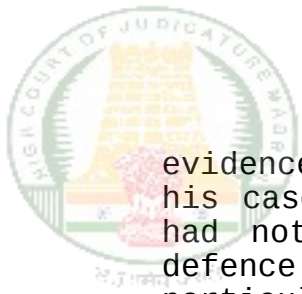
"(1).In the absence of prayer for declaration of title, are the courts below justified in annulling a registered instrument under Ex.A1?

(2).When the rights of the appellant is traceable to a registered instrument, are the courts below right in decreeing the suit in the absence of a positive relief seeking for its annulment?"



10. The suit has been laid by the plaintiffs for partition. The Courts below had held that the suit properties are the joint family properties of the plaintiffs and the defendants. The relationship between the parties is not in dispute. The plaintiffs are the daughters and the third defendant's husband, the deceased Vaithilingam is the son of the defendants 1 & 2. Accordingly, it is the case of the plaintiffs that they are each entitled to 1/4 share in the suit properties.

11. From the pleas and the materials placed on record, it is found that as regards the first item of the suit properties, the same had been already alienated in favour of the deceased Vaithilingam and the third defendant by way of the sale deed dated 27.09.2000. It is the specific case of the plaintiffs that the suit properties are the ancestral properties of the first defendant. The plaintiffs as the daughters of the first defendant claim shares in the same by virtue of the Amended Hindu Succession Act. The first defendant has not disputed the execution of the sale deed dated 27.09.2000 in favour of the deceased Vaithilingam and the third defendant. However, according to the first defendant, as the family members of the third defendant insisted for the alienation of the properties in favour of the deceased Vaithilingam and the third defendant for enabling them live together, left with no other alternative, according to him, the sale deed dated 27.09.2000 marked as Ex.B2 had been executed. Further, according to the first defendant, no consideration had been given by the deceased Vaithilingam and the third defendant for Ex.B2 sale deed and further, it is also put forth that following Ex.B2 sale deed, the deceased Vaithilingam and the third defendant had not enjoyed the first item of the suit properties. The abovesaid defence version projected by the first defendant has been challenged by the third defendant. When from Ex.B2, it is found that the first item of the suit properties had been alienated long prior to the institution of the suit and the suit having come to be laid by the plaintiffs on 01.06.2001 and considering the recitals found in Ex.B2 sale deed, when it is noted that admittedly the suit properties are in the enjoyment of the first defendant as the family manager and admittedly, the suit properties are the joint family properties of the parties, as held by the Courts below, in such view of the matter, it is seen that the first defendant is entitled to alienate the first item of the suit properties in favour of the deceased Vaithilingam and the third defendant and accordingly, he had executed Ex.B2 sale deed as the family manager and when it is seen that the plaintiffs have also attested the said sale deed, the case of the plaintiffs that they had attested the sale deed Ex.B2 without knowing the contents of the same or the contents of Ex.B2 sale deed not having been explained to them, as such, cannot be accepted. Particularly, when the first defendant has admitted the execution of Ex.B2 sale deed, he is not entitled to adduce



evidence contrary to the recitals found therein and therefore, his case that no consideration flowed from Ex.B2 and that Ex.B2 had not been acted upon, as such, cannot be accepted. The defence taken by the first defendant with reference to the same, particularly, contrary to the recitals found in Ex.B2 are found to be not in consonance with the provisions of Section 92 of the Indian Evidence Act and therefore, on that score alone, the said defence version projected by the first defendant is liable to be rejected.

12. According to the plaintiffs, since their signatures had been obtained as the attestors of Ex.B2 sale deed without disclosing the contents of the same, the said sale deed is not binding upon them. However, as above pointed out, when Ex.B2 sale deed has been executed by the first defendant as the family manager and when the same has not been shown to be executed by the first defendant for any ulterior purpose or when it is not shown Ex.B2 sale deed is tainted with illegality or immorality, as rightly contended by the third defendant's counsel, Ex.B2 sale deed would be binding on the plaintiffs.

13. In this connection, in the decision reported in (2013) (5) CTC 49 (Mariammal & another Vs. Subbuthai & others), it has been held that the father of the Hindu Joint Family is entitled to alienate the joint family property and the transfer made by the father need not be for the legal necessity and the same is binding all the members of the family and when the sale deed executed by the father is not tainted with illegality or immorality, the daughters being the co-parceners as per the Amended Hindu Succession Act, would be bound by the sale deed executed by their father and accordingly, in that case, the suit laid by the daughter claiming share in the alienated property has come to be dismissed. The principles of law pertaining to the abovesaid issue have been outlined in the said decision as follows:

"Hindu Law - Joint Family Property -
Right of Father to alienate property -
Father of Hindu Joint Family entitled to
alienate Joint Family Property - Transfer
made by Father need not be for legal
necessity and will be binding on all
members of Family - In instant case, Sale
Deed executed by Father not tainted with
illegality or immorality - Said Sale Deed
to be presumed to be executed by Father as
Joint Family Manager - Plaintiff being
daughter, coparcener of Joint Family by
birth - Plaintiff, held, bound by Sale
Deed executed by Father - Suit filed by
Plaintiff for claiming half share in Joint



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Family Property, dismissed - Second Appeal allowed.

Facts: Suit for Partition and separate possession of her share filed by R1 herein. Suit dismissed by Trial Court. First Appellate Court reversed judgment of Trial Court and decreed Suit. Aggrieved, instant Second Appeal has been preferred by original Defendants.

Held: From a close reading of the said provision, it is made clear that a Hindu father can very well sell or mortgage ancestral property whether movable or immovable including interest of his sons, grandsons and great-grandsons for the payment of his own debt, provided, the debt is an antecedent debt and the same has not been incurred for immoral or illegal purposes. Further he can make such kind of disposal for the benefit of family. Further, power of alienation conferred upon Father Manager under Hindu Law cannot be meddled nor muddled by the Court.

On the basis of the decision referred to supra, it is easily discernible that if a transfer is made in respect of property of Hindu Joint Family by Brother Manager a legal necessity must be in existence, whereas, if a transfer is made by Father Manager, legal necessity need not be proved and at the same time, the said transfer is binding upon other members of the Joint Family. Therefore, it is quite clear that Father Manager is having vast power of alienation of Hindu Joint Family properties. The only limitation is that the so-called antecedent debt should not be tainted with immorality or illegality. In the instant case, such allegation have not been made against the father of the plaintiff in the plaint.

From the conjoint reading of the decisions referred to supra, it is made clear that a Kartha/Father Manager is having enormous powers of alienation with regard to Hindu Joint Family either for



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discharging his own debt or for the benefit of the estate and the same is binding upon other members of Hindu Joint Family. further even if a sale is effected by a Manager without legal necessity, the same is nothing but voidable and not void."

38. In Hindu Law Mulla 15th Edition, paragraph-256 it is stated as follows:

Alienation by father.- A Hindu father as such has special powers of alienating coparcenary property which no other coparcener has. In the exercise of these powers-

(1) he may make a gift of ancestral movable property to the extent mentioned in [Section 225](#), and even of ancestral immovable property to the extent mentioned in [Section 226](#);

(2) he may sell or mortgage ancestral property, whether movable or immovable, including the interest of his sons, grandsons and great-grandsons therein, for the payment of his own debt, provided the debt was an antecedent debt and was not incurred for immoral or illegal purposes (S.295).

Except as aforesaid, a father has no greater power over coparcenary property than any other manager (o), that is to say, he cannot alienate coparcenary property except for legal necessity or for the benefit of the family (S.242).

39. From a close reading of the said provision, it is made clear that a Hindu father can very well sell or mortgage ancestral property whether movable or immovable including interest of his sons, grandsons and great-grandsons for the payment of his own debt, provided, the debt is an antecedent debt and the same



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has not been incurred for immoral or illegal purposes. Further he can make such kind of disposal for the benefit of family. Further, power of alienation conferred upon father manager under Hindu Law cannot be meddled nor muddled by the Court.

40.....

45. At this juncture, it would be more useful to look into the decision reported in AIR 1992 Madras 203 ([Sarangapani V. K.V.Parthiban and others](#)), wherein this Court has held that "under Hindu Law, in case of alienation of Hindu undivided family properties for payment of debts, no doubt the debts incurred by brother manager will stand on a different footing from the debts incurred by a father manager, but only to this limited extent, namely, in the case of a brother manager, the debts have to be for the benefit of the family before they are said to be binding on the other members of the family. In case of a father manager, even if the debts are not for the benefit of the family, they are binding on the members of the family if they are antecedent debts, which are not tainted by illegality or immorality. But for that, there is no other difference between the two sets of debts.

46. On the basis of the decision referred to supra, it is easily discernible that if a transfer is made in respect of property of Hindu Joint Family by brother manager a legal necessity must be in existence, whereas, if a transfer is made by father manager, legal necessity need not be proved and at the same time, the said transfer is binding upon other members of the joint family. Therefore, it is quite clear that father manager is having vast power of alienation of Hindu joint family properties. The only limitation is that the so-called antecedent debt should not be tainted with immorality or illegality. In the instant case, such allegation have not



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been made against the father of the plaintiff in the plaint.

47.

47. In (2000) 7 Supreme Court Cases 409 (Thimmaiah and others V. Ningamma and another), the Hon'ble Apex Court has held as follows:

"Karta may dispose of suit property if (i) disposition is of a reasonable portion and is for a recognised "pious purpose"; or (ii) permission has been taken of other persons having an interest in the property, whether inchoate or otherwise."

48. The Hon'ble Apex Court has rendered its verdict on the basis of a gift executed by Kartha of Hindu Joint family. Under the said circumstances, the Hon'ble Apex Court has culled out the said positions of law. Even in paragraph 256 of Hindu Mulla, 15th Edition, it has been stated that father manager can make a gift of movable property to an extent mentioned in paragraph 225 and even of an ancestral immovable property to an extent mentioned in paragraph 226.

49. In paragraph - 226, it is stated like thus:

"Gift by father or other managing member of ancestral immovable property within reasonable limits.- A Hindu father or other managing member has power to make a gift within reasonable limits of ancestral immovable property for "pious purpose". But the alienation must be by an act inter vivos, and not by will."

50. As stated earlier, the Hon'ble Apex Court has decided its dictum only on the basis of restrictions imposed upon kartha of Hindu joint family in Hindu Law. The Hon'ble Apex Court has not culled out any legal position to the effect that a father manager cannot sell immovable property of joint family without expressed consent of other members. Therefore, the facts mentioned in the decision referred to supra are not similar to that of the present case.



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51. It has already been discussed in detail that Ex.B3, sale deed has been executed by the father of the plaintiff as manager of Hindu joint family consisted of the plaintiff and her father. At this juncture, the Court has to look into as to whether the sale effected under Ex.B3 is binding upon the plaintiff with regard to her half share in the suit property.

52. In 1997 L.W 217 ([Sampoorna Ammal V. Asokan and others](#)) the Division Bench of this Court has held as follows:

The manager or kartha of joint Hindu family has the power to alienate the joint family property for value so as to bind the interest of adult and minor coparceners in the property provided the alienation is made for legal necessity or for the benefit of the estate. A Hindu father has also the special power to sell or mortgage ancestral property including the interest of his sons to discharge a debt contracted by him for his own personal benefit and that such alienation will be binding on the sons provided the debt was antecedent to the alienation and it was not incurred for any immoral purposes.

53. In (1996) 8 Supreme Court Cases 54 (Sri Narayan Bal and others Vs. Sridhar Sutar and others), the Hon'ble Apex Court has held that "Kartha of Hindu joint family is having unfettered right of alienation of joint family property and the same is binding upon other members."

54. In 1971 Supreme Court 776 ([Raghubanchmani Prasad Narain Singh V. Ambica Prasad Singh](#) (dead) by his legal representatives and others) the Hon'ble Apex Court has held that "alienation by father manager of joint Hindu family even without legal necessity is voidable and not void."

55. From the conjoint reading of the decisions referred to supra, it is made



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clear that a kartha/father manager is having enormous powers of alienation with regard to Hindu Joint family either for discharging his own debt or for the benefit of the estate and the same is binding upon other members of Hindu joint family. Further even if a sale is effected by a Manager without legal necessity, the same is nothing but voidable and not void."

14. Considering the principles of law outlined in the abovesaid decision following the Division Bench Judgment of our High Court and the Apex Court, it is found that the Kartha/Manager is having enormous powers of alienation with regard to the Hindu Joint Family property and the same is binding upon the other members of the family and even if a sale is effected by the Manager without legal necessity, the said transaction is nothing but only a voidable transaction and not a void transaction.

15. The apex Court in the decision reported in (1997) 9 Supreme Court Cases 701 (Sunder Das and others Vs. Gajananrao and others) has also been reiterated the abovesaid position of law and held that the father /Karta of joint Hindu family is legally entitled to alienate the property of the joint family and also the interest of minor member of the family for his own requirement and unless and until, the said transaction is shown to be tainted with any immoral or illegal purpose, the same is binding upon the other members of the joint family and the position of law has been outlined in the abovesaid decision as follows:

"A. Hindu Law- Alienation - Legal necessity - Alienation by father as karta of joint Hindu family - Father-karta legally entitled to alienate the property of the joint family and interest of minor member of the family for his own requirement unless it is shown that the transaction was tainted by any immoral or illegal purpose - Recital contained in sale deed that sale of the ancestral house was for family necessity - No evidence led to rebut the clear recital - Seller who was presumed to be well acclimatised with court proceedings (as he was an Upper Division Clerk in Civil Court at the relevant time) standing by the transaction and the recitals in the sale deed - Evidence showing that the house sold as



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the house being in a dilapidated and ruinous condition found to be a dead burden to the family and that the seller was in debts - Father -karta not shown to be tainted by any immoral conduct - After purchase, substantial construction made by the purchaser at a huge cost - Eleven and a half years after the sale sons of the seller filing suit by joining their father as co-plaintiff on ground that the sale deed was not binding on them since the house being ancestral property in which they had equal interest, their father had no right to sell it - Held, the suit got filed by the father only with a view to knock out more money from the purchasers and was a collusive suit - Plaintiffs had made out no case for getting any relief from the Court in the present proceedings and their suit was, therefore, liable to be dismissed.

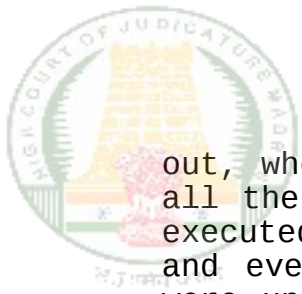
"10.Once it is held that the suit house was an ancestral property in the hands of plaintiffs' father, defendant no.6, the plaintiffs could naturally have right by birth in the suit house. However the moot question is whether the alienation of the suit house by the impugned Sale Deed by the plaintiffs' father, defendant no.6 to the contesting defendants was binding on the plaintiffs. So far as this question is concerned it must be kept in view that plaintiffs' father was the 'karta' of the joint Hindu family.. . . . It has to be kept in view that defendant no.6 being the father of the plaintiffs and 'karta' of the joint Hindu family was legally entitled to alienate the suit house also the interest of the minor plaintiffs in the said house even for his own requirements unless it was shown that the transaction was tainted by any immoral or illegal purpose. That is not the case of the plaintiffs. Nor have they suggested that their father was addicted to any immoral conduct. Their only case is that their father had no right to alienate their undivided interest in the suit house. We must keep in view the fact that defendant



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no.6 father of the plaintiffs was a worldly person who was presumed to know the ways of the world as he was attached to the Civil Court as Upper Division Clerk at the relevant time. His evidence shows that upto 1954 he had worked in the Civil Court as a Lower Division Clerk. Then he was promoted by the High Court to the post of Upper Division Clerk in the year 1954 and he was transferred to Panna and from Panna he was transferred to Chhatarpur. He also deposed that he used to visit Datia in connection with supervision of the suit house. Therefore, defendant no.6, father of the plaintiffs apart from being the 'karta' of the joint Hindu family was well versed in the ways of the world and was not a novice or a layman. With his open eyes he disposed of the suit house which appeared to be almost a ruin for Rs.1800/-. It is easy to visualize that when defendant no.6 the vendor, was staying with his family at Chhatarpur and when the ancestral house at Datia Village was in a ruinous condition and which would almost be a burden to them he thought it fit in his wisdom to dispose it of for Rs.1800/- in favour of the defendants and made an express recital in the Sale Deed that it was for family necessity that he was disposing it of. As a Hindu father and 'karta' of the family he had every right to do so and in the process could have legally disposed of the interest of his minor sons in the said property also for the benefit of the family and necessity of the family. The plaintiffs have not been able to lead any cogent evidence to rebut the clear recitals found in the Sale Deed to that effect. "

16.As above pointed out, when Ex.B2 sale deed has been admittedly executed by the first defendant as the manager in favour of the deceased Vaithilingam and the third defendant and though the plaintiffs would claim that their signatures had been obtained in the said document without disclosing the contents of the same, however considering the evidence of the plaintiffs, when they have clearly admitted that they have come to know about the sale deed dated 27.09.2000 as a pucca sale deed in favour of the deceased Vaithilingam and the third defendant one or two months after the execution of the same, as above pointed



out, when the sale deed executed by the Manager is binding upon all the adult members of the family and as such Ex.B2 sale deed executed by the first defendant is binding upon the plaintiffs and even assuming for the sake of arguments, the plaintiffs were unaware of the contents of Ex.B2 sale deed at the time when they had attested the same, however, they having come to know about the true nature of the said sale deed two months after the execution of the same, as rightly contended by the third defendant's counsel, the plaintiffs should have endeavoured to take appropriate steps in accordance with the law to annul the said document in the manner known to law and when the plaintiffs have not initiated any action pertaining to the same by issuing a complaint or notice and furthermore, in the plaint, they having also not claimed any relief for setting aside the sale deed Ex.B2 as per law, their claim of share in the first item of the suit properties by way of the present suit on the only footing that their signatures had been obtained in the sale deed Ex.B2 without disclosing the contents of the same, as such, cannot be countenanced. When the sale effected by the father equally is binding upon the plaintiffs as above pointed out and when there is no material to hold that on the part of the plaintiffs or on the part of the defendants 1 & 2 that they still continue to exercise right over the first item of the suit properties, after Ex.B2 sale transaction, to say that even after the execution of Ex.B2 sale deed, the first defendant has been enjoying the suit properties as the family manager, as such, cannot be accepted in any manner. When as above pointed out, the sale transaction effected by the family manager, even assuming that the same had been executed without the knowledge of the other family members, the same would only be a voidable transaction and not a void transaction and when it is noted that till date, the said sale deed had not been set aside or cancelled as per law, it is deemed to be valid and binding upon the plaintiffs as well as the defendants 1 & 2 and therefore, the abovesaid aspects having not been taken into consideration by the Courts below, the judgment and decree of the Courts below granting shares to the plaintiffs qua the first item of the suit properties cannot be sustained as per law. Therefore, the judgment and decree of the Courts below allotting the share of the plaintiffs in the first item of the suit properties are liable to be set aside.

17.As regards the second item of the suit properties, the same being the house property, as rightly concluded by the Courts below, as per the Amended Hindu Succession Act, the plaintiffs are entitled to claim share in the same as projected by them. Similarly, when the third item of the suit properties has also been held to be the joint family properties, accordingly, it is found that the Courts below are found to be justified in granting the due share of the plaintiffs in the same. The Courts below had also rightly disbelieved that a Will



had been executed by the deceased Vaithilingam giving up his lawful share. As regards the second and third items of the suit properties, no case has been projected by the appellant / third defendant in the grounds of appeal and accordingly, it is found that the reasonings and conclusions of the Courts below upholding the plaintiffs' share in respect of the items 2 & 3 of the suit properties are not liable to be set aside.

18. When as above discussed, the sale deed Ex.B2 is binding upon the plaintiffs and the same has not been annulled till date in the manner known to law and when the plaintiffs had also not endeavoured to cancel the same within the time allowed by law after coming to know of the true nature of the said transaction and when the plaintiffs had also not prayed for the cancellation of the sale deed Ex.B2 dated 25.07.2000, in such view of the matter, the plaintiffs are held to be not entitled to secure any share in the first item of the suit properties. The substantial questions of law formulated in the second appeal are accordingly answered in favour of the third defendant and against the plaintiffs and the defendants 1 & 2.

19. For the reasons aforesaid, the Judgement and Decree dated 27.08.2008 passed in A.S.No.5 of 2008 on the file of the Principal Subordinate Court, Virdhachalam, confirming the Judgment and Decree dated 27.11.2007 passed in O.S.No.102 of 2001 on the file of the Principal District Munsif Court, Vridhachalam, are set aside only in respect of the first item of the suit property and confirmed in respect of the items 2 & 3 of the suit properties and resultantly the suit laid by the plaintiffs in O.S.No.102 of 2001 is dismissed only as regards the first item of the suit properties. Accordingly, the second appeal is allowed with costs. Consequently, connected miscellaneous petition, if any, is closed.

SD/-

ASSISTANT REGISTRAR

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SUB ASSISTANT REGISTRAR

To:

1. The Principal Sub Judge,
Principal Subordinate Court,
Virdhachalam.
2. The Principal District Munsif,
Principal District Munsif Court,
Vridhachalam.



3.The Section Officer,
V.R.Section,
High Court, Madras.

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+1cc to Mr.V.Raghavachari, Advocate Sr.13447

S.A.No.1450 of 2008

br[co]
srg 25/11/2021