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IN THE HIGH COURT OF JUDICATURE AT MADRAS

RESERVED ON : 26.03.2021

PRONOUNCED ON : 26.04.2021

CORAM

THE HONOURABLE MR.JUSTICE T.RAVINDRAN

S.A.No.151 of 2008

1. T. Devaraj

2. T. Tamilarasan

3. T. Bhuvanendran

...Appellants /Defendants 2 to 4

Vs.

1. V. Krishnan

2. Tirupatti Gounder (deceased)

S/o. Venkatesa Gounder

...Respondents /Plaintiffs &
1st Defendants

Memo recorded vide order of Court dated
24.10.2017 that appellants 1 to 3 are recorded
as Lrs of the deceased R2.

Prayer :- Second Appeal has been filed under Section 100 of CPC against the Judgement and Decree in A.S. No.34/1984 on the file of the Subordinate Judge, Tirupattur dated 29.06.2001 in confirming the judgment and decree in O.S.No.199/1977 on the file of the Principal District Munsif, Tirupattur and dated 10.01.1984.

For Appellants : Mr. V. Raghavachari

For Respondents

For R1 : Mr. Krishna Ravindran

R2 : Died (steps taken)

JUDGMENT

Challenge in this second appeal is made to the Judgement and Decree dated 29.06.2001 passed in A.S. No.34/1984 on the file of the Subordinate Court, Tirupattur, confirming the judgment and decree dated 10.01.1984 passed in O.S.No.199/1977 on the file of the Principal District Munsif Court, Tirupattur.



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

3. The defendants 2 to 4 in O.S.No.199 of 1997 are the appellants in this second appeal.

4. Suit for declaration and permanent injunction.

5. The case of the plaintiff, in brief, is that the plaintiff, the first defendant and one Govindasamy are the sons of the deceased Venkatesa Gounder and they constituted a Hindu Joint family and there was a partition in the year 1964 and in that partition 1.79 acre in Survey No.178/3 and 0.23 1/2 cents in Survey No.88/7 of the suit village were allotted to the share of the plaintiff beside the other properties and subsequent to the same, the plaintiff has been in the possession and enjoyment of the abovesaid allotted properties and as the abovesaid properties had been purchased in the name of the plaintiff's father and mother out of the income derived from the ancestral properties and accordingly the abovesaid properties had been treated as the joint family properties along with the other properties and therefore, been the subject matter of the partition effected in 1964. The plaintiff issued a notice to the first defendant, Venkatesan and Govindasamy on 08.01.1974 and on 15.10.1974 the first defendant, Venkatesa Gounder and Govindasamy sent a reply setting forth that the entire extent in Survey No.178/3 and 88/7 were allotted to the share of the first defendant Tirupatti Gounder. On account of the family disputes regarding the construction of the rice mill by the plaintiff alone, Venkatesa Gounder and Mangai Ammal had created a false settlement deed qua the abovesaid survey numbers in favour of the defendants 2 to 4 and accordingly they had attempted to interfere with the plaintiff's possession and enjoyment of the allotted properties and hence the plaintiff had laid a suit in O.S.No.556/75 against the defendants Venkatesa Gounder, Mangai Ammal and Govindasamy on the file of the District Munsif Court, Tirupattur for declaration and permanent injunction. In that suit, all the defendants engaged a lawyer and filed the written statement. The written statement of the third respondent, i.e. Tirupati Gounder, had been adopted by the other defendants. In the written statement it has been categorically stated that Survey Nos.178/3 and 88/7 have been allotted to the share of the first defendant in the family partition and thereafter Venkatesa Gounder and Mangai Ammal had no right to execute the settlement deed in respect of the abovesaid survey numbers in favour of the defendants 2 to 4. The plaintiff and the defendants in O.S. No.556/75 had accepted the panchayat decision to allot 1.89 acres in survey No.178/3 to the plaintiff and accordingly the parties had chosen to compromise the abovesaid suit and following the same, both the plaintiff and the first defendant



herein had filed the compromise petition praying that the suit may be decreed in terms of the compromise and accordingly an extent of 1.89 acres in survey No.178/3 had been given to the plaintiff and the compromise decree was passed on 10.12.1976. Venkatesa Gounder died on 11.04.1977. The defendants are living as joint family and the compromise effected in O.S. No.556/75 had been signed by the first defendant as the manager of the joint family and therefore, the same is binding on the defendant 2 to 4 and therefore, the defendant 2 to 4 are estopped to contend that they are not bound by the compromise recorded in O.S. No.556/75. After the demise of Venkatesa Gounder, the plaintiff demanded a share in the cash as well as promissory notes left by Venkatesa Gounder and also with reference to the mid portion of the coconut garden in survey No.141/5 which was allotted to Venkatesa Gounder to be enjoyed till his life time and due to the same, the defendants have now joined together and endeavouring to disturb the plaintiff's possession and enjoyment of the suit property by committing trespass and hence according to the plaintiff, he has been necessitated to lay the suit against the defendants for appropriate reliefs.

6. The first defendant resisted the plaintiff's suit contending that the suit is not maintainable either in law or on facts and according to him, the alleged compromise in O.S. No.556/75 dated 10.12.1976 was obtained fraudulently by the plaintiff and that the said compromise would not bind on the defendants 2 to 4, who are not parties to the same and that the first defendant has no competency to enter into the compromise on behalf of the defendants 2 to 4 and therefore according to the first defendant, the plaintiff is not entitled to claim any right over the suit property based on the compromise decree passed in O.S.No.556/75 and further put forth the case that the survey Nos.178/3 and 88/7 are not ancestral properties and contended that it is false to state that Venkatesa Gounder and Mangai Ammal had no right to execute the settlement deed in respect of the abovesaid survey numbers in favour of the defendant 2 to 4 and according to the first defendant, survey Nos. 178/3 and 88/7 were allotted to his share in the family partition in the year 1964 and as the first defendant was incapable of managing the properties independently as he had been the weak intellectual and have mental infirmity, the same had been taken advantage by the plaintiff and accordingly forced to sail along with the plaintiff in O.S.No.556/75 and there was no panchayat and the compromise was not effected based on the alleged panchayat decision. The first defendant is not the family manager and after the demise of Venkatesa Gounder, the plaintiff is not entitled to any of the properties left behind by Venkatesa Gounder and the plea of trespass put forth by the plaintiff is false and therefore, prayed for dismissal of the plaintiff's suit.



7. The defendants 2 to 4 resisted the plaintiff's suit by contending that they are not the parties to the alleged compromise deed dated 10.12.1976 filed in O.S. No.556/75 and the plaintiff had fraudulently obtained the compromise petition from the first defendant and the first defendant is not competent to sign the compromise on behalf of the defendants 2 to 4. The defendants are not aware of the alleged partition effected in 1964. The survey Nos. 178/3 and 88/7 are not the ancestral properties and the defendants are not aware of the notice dated 15.10.1974 said to have been given by the first defendant, Venkatesa Gounder and Govindasamy Gounder. The defendants after denying all the averments contained in the plaint would put forth the case that, it is only the defendants who have right, title and interest over the survey Nos. 178/3 and 88/7 based on the settlement deed executed in their favour by Venkatesa Gounder and Mangai Ammal and it is false to state that the defendants are estopped from questioning the compromise decree and on the other hand, the plaintiff is not entitled to challenge the settlement deed in favour of the defendants 2 to 4 effected by Venkatesa Gounder and Mangai Ammal and the suit properties are only in the possession and enjoyment of the defendants based on the settlement deed and in that connection the defendants have filed O.S. No.281/77 against the plaintiff and the first defendant for declaration and permanent injunction in respect of the suit property based on the settlement deed dated 17.10.1975 and the registered Will dated 10.09.1976 and the plaintiff has no cause of action to lay the suit and therefore, the suit is liable to be dismissed.

8. In support of the plaintiff's case, PWs.1 to 3 were examined and Exs.A1 to A17 were marked. On the side of the defendants, DWs.1 to 3 were examined and Exs. B1 to B3 were marked.

9. On an appreciation of the oral and documentary evidence adduced by the respective parties and the submissions made, the trial court was pleased to decree the suit in favour of the plaintiff and as against the judgment and decree of the trial court, the defendants 2 to 4 had preferred the first appeal and in the first appellate court, two additional documents had been produced on the side of the defendants and the first appellate court, on an appreciation of the oral and documentary evidence adduced in the matter and the submissions put forth by the respective parties, was pleased to confirm the judgment and decree of the trial court and resultantly dismissed the appeal preferred by the defendants 2 to 4. Impugning the same, the present second appeal has been preferred by the defendants 2 to 4.

10. At the time of admission of the second appeal, the



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following substantial questions of law were formulated for consideration.

- 1) Whether the courts below are right in holding that the appellant are bound by Ex.A14 they are not parties to consent decree?
- 2) Whether the 1st defendant could enter into a compromise affecting the rights of the appellant to the suit property which was settled on them by their grand father Venkatesa Gounder under Ex.B3?
- 3) Can the Court recognise a compromise depriving the rights of appellant and contrary to the provision of Hindu Minority and Guardianship Act?
- 4) Could the court presume a joint family property in the absence of paucity proof?"

11. Considering the pleas and the materials placed on record, it is found that the plaintiff has laid the suit claiming title to the suit property based on the compromise decree passed in O.S. No.556/75 on the file of the District Munsif Court, Thirupattur.

12. Prior to this suit, the plaintiff has laid the suit in O.S. No.556/75 on the file of the District Munsif Court Titupattur, for declaration and permanent injunction in respect of 1.79 acre in survey No.178/3 and 0.23 1/2 cents in Survey No.88/7 against his parents Venkatesa Gounder and Mangai Ammal, the plaintiff's brothers Thirupati Gounder (the first defendant herein) and Govindasamy and the sons of Thirupathi Gounder (the defendants 2 to 4 herein). The certified copy of plaint filed in the abovesaid suit has been marked as Ex.A3 and the written statement filed by the defendants in the said suit has been marked as Ex.A4. It is seen that Govindasamy had submitted to the decree in the abovesaid suit. It is further noted that the first defendant had filed the written statement in the abovesaid suit and the same had been adopted by the other defendants as well as Venkatesa Gounder and Mangai Ammal.

13. From the pleas put forth by the respective parties and the materials placed on record, it is found that in the earlier suit i.e O.S. No.556/75 the plaintiff has pleaded that the oral partition has been effected in the family in the year 1964 . The properties comprised in O.S. No.556/75 are claimed to have been been allotted to the plaintiff's share and based on the same it is found that the plaintiff had laid the suit in O.S. No.556/75. However, in the abovesaid suit, the defendants had resisted the plaintiff's claim of title to the abovesaid properties and put forth that in the partition effected in the year 1964, the entire extent of 3.58 acre in Survey No.178/3



and 2.08 acre in Survey No.88/77 had been allotted to the first defendant and it is only the first defendant who has been in the possession and enjoyment of the same and also would put forth the case that apprehending that the first defendant may not give the abovesaid properties to his sons contended that, Venkatesa Gounder and Mangai Ammal had settled the abovesaid properties in favour of the defendants 2 to 4 by way of the settlement deed dated 17.10.1975 marked as Ex.B3 and therefore, contended that the plaintiff is not entitled to seek the reliefs as sought for in the earlier suit.

14. From the materials available on record, it is found that during the pendency of the earlier suit i.e. O.S. No.556/75, the plaintiff and the first defendant had entered into the compromise and filed the compromise petition, which has been marked as Ex.A14. It is also noted that in the earlier suit, as the counsel who had appeared for Venkatesa Gounder and Mangai Ammal and the defendants 2 to 4 having reported no instructions, they had been set exparte in the earlier suit and following the compromise petition filed by the plaintiff and the first defendant, the compromise decree had been passed in O.S. No.556/75, wherein an extent of 1.89 acre in Survey No.178/3 had been declared to be the property of the plaintiff and accordingly the compromise decree had been passed in O.S. No.556/75 and it is also noted that as regards the extent of 0.23 1/2 cents in Survey No.88/7, the suit laid by the plaintiff had been dismissed. The compromise decree passed in O.S. No.556/75 has been marked as Ex.A5 and the judgment rendered in O.S. No.556/75 has been marked as Ex.A6. Based on the abovesaid compromise decree and Judgment rendered in O.S. No.556/75 marked as Exs.A5 and A6, the present suit has been laid by the plaintiff contending that inasmuch as he had demanded the share of the properties belonging to Venkatesa Gounder after the demise of venkatesa Gounder, the defendants attempted to interfere with his possession and enjoyment qua the suit property and hence the suit has been laid by the plaintiff for appropriate reliefs. In the present suit the defendants 2 to 4 would put forth the case that they are not aware of the partition effected in the year 1964 and according to them, the extent of 3.58 acres in survey No.178/3 belonged to Venkatesa Gounder as his absolute property and he had effected the settlement qua the suit porperties in favour of the defendants 2 to 4 on 17.10.1975 by way of the settlement deed and thus contended that the abovesaid property exclusively belongs to the defendants 2 to 4 and as the defendants 2 to 4 had not signed the compromise petition filed in O.S. No.556/75, the compromise decree passed in the abovesaid suit is not binding upon the defendants 2 to 4 and further putforth that the plaintiff taking advantage of the weakness and mental infirmity of the first defendant, fraudulently obtained the compromise petition



from the first defendant and therefore, the compromise decree effected in O.S. No.556/75 is not binding upon the defendants and sought for the dismissal of the plaintiff's suit.

15. The first defendant has filed the written statement in the present suit contending that taking advantage of his weakness and mental infirmity, the compromise petition had been obtained by the plaintiff from him fraudulently, however, contended that the entire extent of 3.58 acres in Survey No.178/3 had been allotted to his share in the partition effected in the year 1964.

16. From the abovesaid pleas put forth by the respective parties in the earlier suit as well as the present suit and the materials available on record, it is found that the parties are not in dispute that the family properties of Venkatesa Gounder had been partitioned in the partition effected in the year 1964. Now according to the plaintiff, in the earlier suit, an extent of 1.89 acres in survey No.178/3 had been allotted to his share. However, according to the first defendant as well as the other defendants as well as Venkatesa Gounder and Managai Ammal in the earlier suit, the entire extent of 3.58 acres in Survey No. 178/3 had been allotted to the first defendant, however, would state that Venkatesa Gounder had settled the abovesaid property in favour of the defendants 2 to 4 by way of Ex.B3 settlement deed.

17. It is found that prior to the suit in O.S. No.556/75, the plaintiff has issued a legal notice marked as Ex.A1 to his father and brothers and to the same, the reply notice had been sent by the defendants as well as Venkatesa Gounder and Mangai Ammal marked as Ex.A2 and in the reply notice it has been averred that the entire extent of 3.58 acres in Survey No. 178/3 had been allotted to the first defendant. Considering the evidence of the first defendant examined as D.W.1, as rightly concluded by the courts below, it is found that instructions had been given to the Advocate by the first defendant as well as Venkatesa Gounder and others for sending the reply notice. Therefore, even in the reply notice, it has been only stated that the entire extent in Survey No.178/3 had been allotted to the first defendant. Per contra according to the plaintiff 1.79 acres in survey No.178/3 had been allotted to his share in the partition effected in 1964.

18. As above pointed out, in the written statement filed in O.S. No.556/75 on behalf of the defendant as well as Venkatesa Gounder and Mangai Ammal as could be seen from the evidence of D.W.1, the first defendant, they had met the advocate for giving instruction to file the written statement and further admitted that only based on the instruction given by him, the written statement has been filed in the earlier suit and accordingly, it



is found that in the earlier suit, the written statement filed by the first defendant had been adopted by his sons namely, the defendants 2 to 4 as well as his parents. It is also seen that the third defendant examined as D.W.2 has also admitted during the course of evidence that the signature had been obtained in the vakalat only by his father, the first defendant. It is found that in the reply notice Ex.A2, in the earlier suit in O.S. No.556/75 and in the present suit also the first defendant had pleaded that the entire extent in Survey No.178/3 had been allotted to his share. In such view of the matter, when according to the defendants as well as Venkatesa Gounder and Mangai Ammal in the earlier proceeding the entire extent in survey No.178/3 have been allotted to the first defendant, it does not stand to reason as to how thereafter Venkatesa Gounder and Mangai Ammal would be competent to settle the same in favour of the defendants 2 to 4 under Ex.B3. Therefore, the courts below are found to be justified in holding that the defendants are totally estopped in taking such inconsistent pleas, particularly, they having clearly admitted that the entire extent in survey No.178/3 had been allotted to the first defendant in 1964 partition.

19. Considering the oral and documentary evidence adduced in the matter, it is found that the plaintiff had been allotted the properties comprised in 145/30, 145/28, 145/19, 141/1, 205/1, 145/26, and 142/2 and considering the chitta extract marked as Ex.A.15, it is found that in respect of the abovesaid properties, the patta stood in the name of the plaintiff and therefore, as rightly concluded by the courts below, it is seen that the abovesaid properties had been allotted to the plaintiff in 1964 partition. Further from the materials available on record, it is found that the properties comprised in survey Nos.141/5, 157/2, 160/3 had been allotted to the share of Venkatesa Gounder and accordingly, it is seen that the abovesaid properties had been dealt with by Venkatesa Gounder by way of the Will dated 10.09.1976 and the sale deeds dated 10.04.1972 and 06.08.1975, which had been exhibited in the first appeal. Therefore, as rightly concluded by the courts below it is not at all pleaded by the defendants in any of the proceedings that the total extent in Survey No.178/3 had been allotted to Venkatesa Gounder in 1964 partition. Furthermore, it is found that, as rightly concluded by the courts below, in 1964 partition, the extent covered in Survey No.178/3 had been allotted only to the first defendant. P.W.3 has also deposed that no property comprised in survey No.178/3 had been allotted to Venkatesa Gounder. The same could also be gathered from the chitta extract marked as exhibit. It is also not established by the defendants that despite the partition effected in 1964, Venkatesa Gounder had been in the possession and enjoyment of the property comprised in Survey No.178/3.



20. In view of the abovesaid factors, when the property comprised in survey No.178/3 are found to be allotted only to the first defendant in 1964 partition, it does not stand to reason as to how come Venkatesa Gounder would be entitled to settle the same in favour of the defendants 2 to 4 under Ex.B3 deed. For the same, the defendants would only put forth the plea that the abovesaid properties are the separate properties of the Venkatesa Gounder and in this connection, they would rely upon Ex.B1 sale deed. However, when it is noted that the properties acquired by Venkatesa Gounder and Mangai Ammal had also been treated and enjoyed as the joint family properties and accordingly the same had also been made as the subject matter in 1964 partition, in such view of the matter, when the parties had accepted that the extent covered in survey No.178/3 had been the subject matter of the partition effected in 1964 and also put forth the case that the same had been allotted to the share of the first defendant, subsequent thereto, as rightly concluded by the courts below, Venkatesa Gounder would be dis-entitled and incompetent to settle the suit property in favour of the defendants 2 to 4. In such view of the matter, the courts below are found to be wholly justified in holding that the settlement deed Ex.B3 effected by Venkatesa Gounder in favour of the defendants 2 to 4 is an invalid document and considering the reasonings and the conclusions of the court below with regard to the same, I do not find any reason warranting interference to the same.

21. As above pointed out, the present suit has been laid by the plaintiff claiming title to the suit property based on the compromise decree passed in 556/75. The present defendants as well as Venkatesa Gounder and Mangai Ammal are all parties to O.S. No.556/75. As earlier pointed out, Govindasamy had submitted to the decree in O.S. No.556/75. Barring the first defendant, the other defendants, namely, the present defendants 2 to 4, Venkatesa Gounder and Mangai Ammal had remained exparte in the earlier suit. Accordingly it is found that at the intervention of the panchayatars, the plaintiff and the first defendant had reached a settlement in the earlier suit and filed the compromise petition marked as Ex.A14. Considering the evidence of D.W.1, the first defendant, it is found that the compromise petition had been effected only on the intervention of the panchayatars as well as as per the advise of the father Venkatesa Gounder, accordingly, the plaintiff and the first defendant had agreed to settle the issues between them in O.S. No.556/75 and following the same, the decree had also come to be passed in the said suit. It is found that particularly considering the compromise decree recorded in O.S. No.556/75, the terms of compromise had been read over to the parties and admitted by them to be correct. Absolutely there is no material



placed on record worth acceptance to show that the first defendant was mentally weak and suffering from infirmity and the same had been taken advantage by the plaintiff to obtain the compromise petition filed in O.S. No.556/75. Considering the evidence of the first defendant as D.W.1 and the evidence of P.W.2, who has been the panchayat president, as rightly held by the courts below, the compromise petition filed in O.S. No.556/75 had been voluntarily effected by the plaintiff and the first defendant as per the advise of the panchayatars and Venkatesa Gounder with a view to solve the problems persisting between the plaintiff and the first defendant and in such view of the matter, the contention put forth by the defendants 2 to 4 as well as the first defendant that the plaintiff had taken advantage of the mental infirmity of the first defendant for obtaining the compromise petition, as such, cannot be believed and accepted and the same had been rightly dis believed by the courts below.

22. In view of the abovesaid factors, the only point that needs to be answered is whether the compromise petition filed by the plaintiff and the first defendant in O.S. No.556/75 would also bind on the defendants 2 to 4, who are the sons of the first defendant. As rightly held by the courts below, considering the evidence of the first defendant and P.W.2, it is seen that the panchayatars had intervened in the matter as per the advise of the father Venkatesa Gounder with a view to solve the dispute between the plaintiff and the first defendant, thus it has been decided to allot 1.89 acres in Survey No.178/3 to the plaintiff and accordingly agreeing to the abovesaid proposals made by the panchayatars as well as Venkatesa Gounder, it is evident that the compromise petition had been filed by the plaintiff and the first defendant in O.S. No.556/75 and accordingly when the terms of the compromise petition had been read over to them, they had admitted them to be correct and on that basis the compromise decree had come to be passed in O.S. No.556/75. As above pointed out, the written statement filed by the first defendant in O.S. No.556/75 had been adopted by the defendants 2 to 4 herein as well as the parents of the first defendant. The claim had been made by the defendants 2 to 4 that they are living separately and not living jointly with the first defendant, their father and put forth the case that the compromise petition signed by the first defendant is not binding upon them. Considering the evidence available on record, it is found that, at the time when the compromise petition was effected, the defendants 2 to 4 were not married and they had got married only after 1976. It is also noted that no material has been placed on record to evidence that when the compromise was effected, the defendants 2 to 4 had been living separately without any connection with the first defendant, their father. On the other hand, as per the evidence brought on record, it is



seen that the panchayatars had intervened and effected the compromise between them only in the presence of Venkatesa Gounder, the plaintiff, the first defendant and his sons, the defendants 2 to 4 and accordingly they had consented to the compromise effected. In such view of the matter, when as above pointed out, D.W.2 having admitted that the signature had been obtained only by his father in the earlier suit and also further admitted that the earlier suit in O.S. No.556/75 had been conducted on their behalf by their father, all put together, it is seen that the claim now put forth by the defendants 2 to 4 that they had been living independently and not jointly with the first defendant, their father, has been rightly disbelieved and rejected by the Courts below. As rightly held by the courts below, when the compromise had been effected between the parties at the intervention of the elders, particularly on the advise of the father Venkatesa Gounder and when it is noted that only to solve the disputes between the brothers one way or the other and for effecting peace in the family, resultantly, the compromise having been effected in the matter, the courts below are justified in holding that the first defendant had effected the compromise as the family manager only for the benefit of the family and accordingly he having also admitted the terms of the compromise before the court, in such view of the matter, the compromise decree recorded in O.S. No.556/75 had been rightly held to be effected by the first defendant as the family manager of the defendants 2 to 4 for family necessity and benefit and in such view of the matter, the compromise decree passed in O.S.No.556/75 is found to be wholly binding upon the defendants 2 to 4 as determined by the court below.

23. In the light of the abovesaid determination, the courts below are right in holding that the defendants 2 to 4 are bound by the compromise petition marked as Ex.A14 and when Venkatesa Gounder is incompetent to settle the suit property in favour of the defendants 2 to 4 under Ex.B3 settlement deed, Ex.B3 had been rightly declared to be an invalid document by the courts below and when the compromise effected in O.S. No.556/75 had been brought about by the first defendant as the family manager and for the benefit of the family and for solving the disputes between the family members and when the materials would go to show that, at the relevant point of time, the first defendant and the defendants 2 to 4 remained as joint family members and that the first defendant was the manager of the said joint family, in all, the reasonings and conclusions of the courts below for upholding the plaintiff's case are found to be on a proper appreciation of the pleas and the materials placed on records, both oral and documentary and on factual matrix as well as on the point of law, and when they are not shown to be in any manner perverse, illogical and irrational, resultantly, the substantial questions of law formulated are accordingly answered



infavour of the plaintiff and against the defendants.

24. For the reasons aforestated, the Judgement and Decree dated 29.06.2001 passed in A.S. No.34/1984 on the file of the Subordinate Court, Tirupattur, confirming the judgment and decree dated 10.01.1984 passed in O.S.No.199/1977 on the file of the Principal District Munsif Court, Tirupattur, are confirmed. Resultantly, the Second Appeal is dismissed with costs. Consequently, connected miscellaneous petition, if any, is closed.

Sd/-

Assistant Registrar (SSA)

//True Copy//

Sub Assistant Registrar

bga/sms

To:

1. The Subordinate Judge, Tirupattur.
2. The Principal District Munsif, Tirupattur.

Copy to

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

+1cc to Mr.Krishna Ravindran, Advocate, S.R.No.25403

+1cc to Mr.V.Raghavachari, Advocate, S.R.No. 25161

S.A.No.151 of 2008

BS (CO)
GN(20/10/2021)