

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Date : 18.02.2021

CORAM:

THE HON'BLE MR.JUSTICE R. PONGIAPPAN

C.S.No.367 of 2019

Dr.C.P.Karpagam

.. Plaintiff

vs.

Mrs.Nithiya Priya Krishnan

.. Defendant

Prayer: Civil Suit filed under Order IV Rule 1 of Original Side Rules read with Order VII Rule 1 CPC praying for the following judgment and decree against the defendant.

a) To cancel the Settlement Deed dated 19.12.2013 registered as Document No.5149 of 2013, SRO Anna Nagar executed by the plaintiff in favour of the defendant;

b) To grant Permanent injunction by restraining the defendant from alienating or encumbering the suit property;

c) costs of the suit;

For Plaintiff : Mr.S.Selvakumari

For defendant : No appearance

JUDGMENT

The suit is filed for cancel the settlement deed dated 19.12.2013 executed by the plaintiff in favour of the defendant, for permanent injunction and for costs.

2.The brief facts of the case of the plaintiffs are as follows:

The case of the plaintiff is that that plaintiff is the absolute owner of the property being House, ground and premises bearing Door No.S-59, 20th Street, Anna Nagar, Chennai – 600 040, land measuring to an extent of 1362 sq.ft. She purchased the above property out of her hard earned money and sources. The plaintiff is a doctor by profession and widowed at an earlier age of 31 and she took the burden of bringing up her two female children from their young age and they were put into a comfortable and sophisticated life. The defendant is the younger daughter of the plaintiff and she is settled

USA along with her husband and daughter. The defendant promised to take care of the plaintiff personally and let her child, i.e., the granddaughter of the plaintiff, to visit the plaintiff for every holiday. In such circumstances, the plaintiff believing upon the representation and promise of the defendant that she will take care of the plaintiff during her old age, by a settlement deed dated 19.12.2013 in consideration of love and affection the plaintiff had towards the defendant reserving the plaintiff's life interest for enjoying the suit property by collecting rent etc, the plaintiff had settled the above property in favour of the plaintiff under a settlement deed. That being so, after the settlement, the defendant evaded to attend the call of the plaintiff and neither called back. Despite several requests the defendant did not come to India to visit the plaintiff and even though visited India for other purposes, neither spent time with the plaintiff nor showed any love or affection. As the plaintiff has become old and living alone without any additional income, all her requirements and medical needs exceeds more than the present income from rent and plaintiff was not at all taken care in any means directly or indirectly by love or care with money or source by help or support from the defendant which driven the old aged plaintiff

economically weaken, she has no other option except to revoke the settlement deed dated 19.12.2013. Further the settlement deed was not acted upon and all the revenue records stand in the name of the plaintiff. Hence, the suit.

3. Though suit summons were served on the defendant, the defendant had not represented either in person or through counsel and hence, the defendant was set exparte by this Court on 31.07.2020.

4. On the side of the plaintiffs, the plaintiff was examined herself as P.W.1 and Ex.P.1 to Ex.P.6 were marked.

Exhibits produced on the side of the plaintiffs:

S.No.	Exhibits	Date	Description
1.	P-1	03.05.1991	Copy of sale deed executed in favour of the plaintiff
2.	P-2	29.11.1993	Copy of the reconstruction permit issued by Corporation of Madras
3.	P-3	19.12.2013	Settlement Deed executed by the plaintiff in favour of the defendant
4.	P-4	--	Copy of the Property Tax Card standing in the name of the plaintiff

S.No.	Exhibits	Date	Description
5.	P-5	04.02.2019	Computer generated copy of Property Tax receipt
6.	P-6	25.04.2019	Online print out copy of the Encumbrance Certificate

Witnesses examined on the side of the plaintiffs:

P.W.1. - Dr.C.P.Karpagam

5. Heard the learned counsel for the plaintiff and perused the records.

6. P.W.1, in her evidence has spoken about the purchase of the property. Ex.P.1 Sale Deed has been marked to show that the property has been purchased by the plaintiff. Ex.P.3 is the settlement deed executed by the plaintiff in favour of the defendant. Ex.P.4, Ex.P.5 and Ex.P.6 have been filed to show that the above settlement deed has not been acted upon and all the property documents stand in the name of the plaintiff.

7. From the evidence of P.W.1 and the documents filed, it is proved that the suit property is the absolute property of the plaintiff and that suit property has been settled in favour of defendant as per Ex.P.3 settlement

deed executed by the plaintiff. Ex.P.4 to Ex.P.6 prove the fact that the above settlement deed has not been acted upon and property documents stand in the name of plaintiff. The evidence of P.W.1 and documents filed on behalf of the plaintiff remain unchallenged and there is no rebuttable evidence against the case of the plaintiff. Hence, the plaintiff has proved her case.

8. In the result, the suit is decreed as prayed for with costs.

18.02.2021

Index : Yes/No
Internet : Yes
Speaking/Non-speaking order
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