

IN THE HIGH COURT OF JUDICATURE AT MADRAS

JUDGMENT RESERVED ON :07.12.2017

JUDGMENT PRONOUNCED ON : 02.01.2018

CORAM

THE HONOURABLE MR.JUSTICE R.SUBRAMANIAN

C.S.Nos.1046 and 1047 of 2008

In CS No.1046 of 2008

S.Ramprasadh

... Plaintiff

Vs

S.Shivprasadh

... Defendant

Prayer : Complaint filed under Order VII Rule 1 of the Code of Civil Procedure, praying for the following judgment and decree:-

- (a) For partition of the schedule mentioned property into two equal shares and allot $\frac{1}{2}$ share to the plaintiff taking into account all the facts pertaining to the location and value of the schedule mentioned property by appointing an Advocate commissioner;
- (b) for permanent injunction restraining the defendant, his agents, servants and men and everyone claiming under them or acting on his behalf from in any way alienating or encumbering the schedule mentioned property without giving the plaintiffs their $\frac{1}{2}^{\text{nd}}$ share by metes and bounds;
- (c) directing the 1st defendant to pay costs of this suit.

For Plaintiff : Mr.T.V.Ramanujam Sr. Counsel
for Mr.N.C.Ashok Kumar

For Defendant : Mrs. Hema Sampath, Sr. Counsel
for Mrs.R.Meenal

In CS No.1047 of 2008

1. S.Rampprasadh
2. Jailakshmi Srinivasan ... Plaintiffs

Vs

1. S.Shivpprasadh
2. Ramraj
3. Padma Ramasubramaniam
4. Kamala Ramprasad ... Defendants

D3, D4 impleaded as per order dated 26.03.2010
and further extended by order
dated 05.07.2010 in Appln. No.615 of 2009.

Prayer : Complaint filed under Order VII Rule 1 of the Code of Civil Procedure read with Order IV Rule 1 of O.S.Rules, praying for the following judgment and decree:-

- (a) For partition of the 'A' Schedule mentioned property into nine equal shares and allot 4/9th share to the 1st plaintiff 1/9th share to the second shares and allot 5/9th share to the plaintiffs taking into account all the facts pertaining to the location and value of the 'A' Schedule-mentioned property by appointing an Advocate Commissioner;
- (b) For partition of the 'B' Schedule-mentioned businesses into three equal shares and allot 1/3rd share to the 1st plaintiff 1/3rd share to the second plaintiff (in all 2/3rd share to the plaintiffs) taking into

- account all the facts pertaining to the value of the "B' Schedule-mentioned businesses by appointing an Advocate Commissioner;
- (c) Directing the 1st first defendant to render proper accounts of the rental collections from ground floor portion of the 'A' Schedule property and the income from the 'B' Schedule businesses;
- (d) for permanent injunction restraining the first defendant, his agents, servants and men and everyone claiming under them or acting on his behalf from in any way alienating or encumbering the 'A' Schedule mentioned property without giving the plaintiffs their 5/9th share by metes and bounds;
- (e) For a mandatory injunction directing the second defendant to deposit the monthly rent into the credit of the suit subject to further orders of the Court;
- (f) directing the 1st first defendant to pay costs of this suit.

For Plaintiffs : Mr.T.V.Ramanujam Sr. Counsel
for Mr.N.C.Ashok Kumar

For Defendants : Mrs. Hema Sampath, Sr. Counsel
for Mrs.R.Meenal

COMMON JUDGMENT

The suit for partition and separate possession of the plaintiff's 1/2 share in the suit property.

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The case of the plaintiff in CS No.1046 of 2008 is as follows:

2. The plaintiff and the defendant are brothers. According to the plaintiff, property situate at Old No.22 New No.42 Bagirathiammal Street,

T.Nagar, Chennai 17, an extent of 2 grounds 1112 sq.ft. belonged to the grandfather of the plaintiff and the defendant, viz. late R.Subramania Iyer. By a partition deed dated 23.12.1976, the legal heirs of the deceased R.Subramania Iyer, had divided the properties among themselves. In the said partition the property subject matter of the present suit was allotted to the paternal uncle of the plaintiff and the defendant by name R.S.Lakshminarasimhan @ R.S.Manohar and the property at Old Door No.21, Ne Door No.44 in Bhagirathiammal Street, T.Nagar, Chennai 600 017 measuring 2 grounds and 678 sq. ft. was allotted to the father of the plaintiff and the defendant. It is claimed that the plaintiff and the defendant had jointly purchased the suit property which was allotted to their paternal uncle under a sale deed dated 04.11.2004. According to the plaintiff, the funds for the said purchase were raised by the sale of joint properties Virugambakkam and Anakaputhur villages apart from the borrowings from HDFC Bank. It is also claimed that the suit property had been let out to a tenant for a monthly rent of Rs.45,000/- and the arrangement between the parties is that the tenant will pay the monthly rent in the joint account of the parties and the same will paid over to HDFC Bank towards the equated monthly installments of the loan availed for purchase of the property by the plaintiff and the defendant.

3. According to the plaintiff, the defendant alone is handling the affairs of schedule mentioned property and he is in possession of all the documents like Bank Pass Book, Cheque Book etc. The plaintiff is kept in dark of the affairs relating to the suit property. Therefore, the plaintiff would claim that HDFC Bank has revised the monthly EMI from Rs.35,954/- to Rs.60,785/- per month with effect from August 2008 and the defendant is liable to bare 50% of the enhanced EMI also. On the above contentions the plaintiff issued a legal notice on 06.08.2008 demanding partition, which was replied to by the defendant on 18.08.2008 with false and untenable contentions. While the defendant had admitted that the plaintiff entitled to 1/2 share in the suit property, he has not chosen to come forward to agree for the partition. Hence, the plaintiff had come forward with the above suit, seeking partition of his 1/2 share in the suit property.

4. The suit is resisted by the defendant, *inter alia* contending that the claim of the plaintiff that he is kept in the dark about the affairs of the property is false. The defendant would claim that both the parties have given filled up post dated cheque in favour of the HDFC Bank for payment of installments due to the Bank. All documents relating to the property has been deposited in the Bank and the plaintiff has been furnished copies of the same. The defendant would admit that the revised EMI will have to

meet by the parties in equal share. The defendant would also contend that he is paying his 1/2 share of the excess amount payable over and above the rental income. The defendant would claim that the plaintiff had assured that he would pay 5% of the rental income to the defendant for managing the suit property. The claim of the plaintiff regarding payment of the Property Tax is denied by the defendant. Therefore, the defendant would contend that there is no cause of action for the suit and seeks for dismissal of the suit.

5. It is also the claim of the plaintiff that the contentions in paragraph 12 to 14 of the plaint has been made with a view to side track the Issues involved in the other suit which has been filed between the parties in CS No.1047 of 2008, with reference to the ancestral properties of the parties.

6. On the above rival contentions, the following issues were framed in the suit:

1. *Whether the plaintiff is entitled to the relief of partition of ½ share in the suit property?*
2. *Whether the Plaintiff is entitled to the relief of permanent injunction restraining the defendant from alienating or*

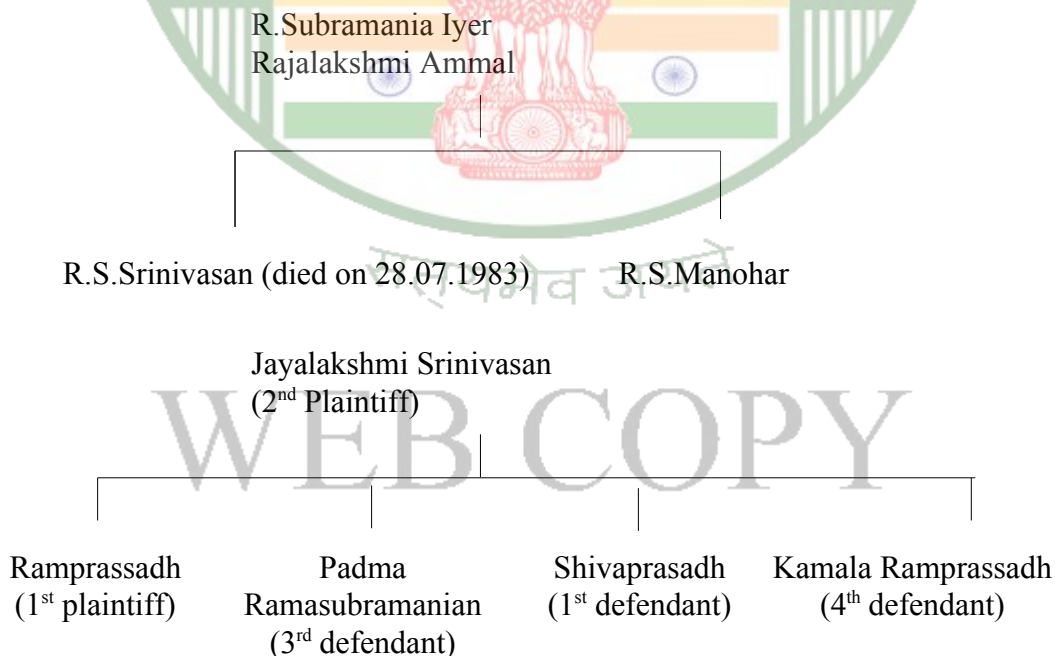
encumbering the suit property without giving plaintiff's ½ share by metes and bounds?

3. *To what relief the plaintiff is entitled to?*

The case of the plaintiffs in CS No.1047 of 2008 is as follows:

7. This suit is also filed for partition and separate possession of the plaintiffs 5/9th share (4/9th share for the first plaintiff and 1/9th share for the 2nd plaintiff) of the plaintiffs in the suit A Schedule property, 1/3 share in the suit B Schedule businesses, for accounting and for other reliefs.

The Genealogy of the Family is as follows:



The claim of the plaintiffs is as follows:

8. The suit A Schedule property bearing at Old door No.21 New door No.44 of Bhagirathiammal Street, T.Nagar, Chennai 17, originally belonged to late R.Subramania Iyer, who died leaving behind two sons, viz. R.S.Srinivasan, the husband of the second plaintiff and father of the first plaintiff and R.S.Lakshmi Narayanan @ R.S.Manohar. On the death of the said R.Subramaniya Iyer, his legal heirs had entered into registered partition on 23.12.1976, in and by which, the suit A Schedule property was allotted to the share of R.S.Srinivasan, father of the first plaintiff and husband of the second plaintiff. The said R.S.Srinivasan died intestate on 28.07.1983, leaving behind his wife the second plaintiff and two sons viz. the first plaintiff and the first defendant and his mother Rajalakshmiammal and one daughter Padmavathi @ Padma Rama subramanian. It is stated that on 06.10.1983 a registered partition was entered into between the legal heirs of R.S.Srinivasan. It is claimed that the daughter, viz. the third defendant had relinquished her rights over the property of the father after receiving certain property under the aforesaid partition deed. The mother of R.S.Srinivasan, Rajalakshmi Ammal has also relinquished her right and registered a lease deed dated 19.08.1983. Therefore, according to the plaintiff, the first plaintiff and the first defendant being the sons would be

each entitled to $\frac{4}{9}$ th share and the second plaintiff would be entitled to $\frac{1}{9}$ th share. The fourth defendant is a partner in the business, viz., Sri Sai Productions, which is shown in Schedule B to the plaintiff. The plaintiffs would further claim that the plaintiffs are residing in the first floor and the first defendant is residing in the second floor of the suit A Schedule property. It is stated that the first defendant has unilaterally inducted the second defendant a tenant in the ground floor portion and he is collecting a monthly rent of Rs.35,000/- from the second defendant.

9. The claim of the first defendant that the plaintiffs are in possession of larger portion of the suit A Schedule property is not correct. The suit B Schedule business, which is shown as item I in Schedule B is agreed to be kept in common between the parties and the plaintiffs would seek $\frac{1}{3}$ rd share in the said business as well as accounting with reference to the business Sri Sai Productions. They would also seek $\frac{2}{3}$ share in the amounts to be realized in respect of deceased R.Srinivasan's share in the dissolved Firm M/s.Meeraa Productions as well as certain shares in M/s.Facit Asia Limited. On the above contentions the plaintiffs seek for partition and separate possession of their $\frac{5}{9}$ th share in A Schedule property and $\frac{2}{3}$ rd share in the suit B Schedule Properties, for accounts the

income from A and B Schedule properties and for other reliefs.

10. The suit is resisted by the first defendant contending that the suit is barred under Order II Rule 2 of Code of Civil Procedure, in view of the first plaintiff having filed CS No.1046 of 2008. The claim of the plaintiffs relating to the suit A Schedule property and the quantum of share is substantially admitted by the defendant. But the claim of 1/3rd share in the businesses in suit B Schedule property is denied. The defendant would contend that suit is bad for partial partition, he would claim that certain properties at Thiruvanniyur, Mannivakkam and Kelambakkam were purchased in the name of the second plaintiff out of the joint funds on 01.06.1984, 11.12.1985 and 04.03.1991 respectively. It is also claimed that the deceased R.S.Srinivasan had left behind other properties which were sold by the parties jointly and about 1000 grams of gold and 10 Kgs of silver were purchased out of the sale proceeds for the benefit of all the three shares. These items are in the Bank locker in the name of the second plaintiff, each of the three sharers are entitled to 1/3rd share in these items according to the first defendant. It is also contended that the businesses in the name of M/s.Sri Sai Productions mentioned in B Schedule are almost defunct and the film production was discontinued in

1986, only distribution work was continued up to 1994 and there was no distribution after 1994. According to the first defendant, the amounts collected out of the proceeds of the sale of the copy rights were distributed among the partners and the Firm account which was in Nedungadi Bank was closed, on being taken over by Punjab National Bank, as it did not have the required minimum balance. In October 2000, all the movie and satellite rights belonging to the firm were transferred to Kairali TV for a period of 10 years and the proceeds were distributed in proportion to the partners' shares. The business of the Firm had come to a close and only nil returns are being filed. It is also stated that Meera Productions was dissolved even in 1982. Therefore, the first defendant would deny the claim of the plaintiffs in the businesses of the firm. It is also contended that the second plaintiff has no income of her own, she is only a house wife, therefore, the properties that stand in her name are also family properties and they should have also been made subject matter of the suit.

11. The first defendant would also make a counter claim for partition of 1/3rd share in the properties situate at Thiruvannamiyur, Mannivakkam and Kelambakkam shown in Schedule 1 to 3 as well as the movables, viz. Silver weighing about 10Kg and gold jewellery weighing about 1000gm and investments shown in schedule 4 of his written

statement.

12. The third defendant had filed a written statement, wherein she would contend that she was not aware of the business transactions. The second plaintiff had executed a settlement deed dated 24.10.2005 settling the first floor portion of the house property at Plot NO.16, Srinivasapuram, Thiruvannamiyur, Chennai 41, reserving life interest for herself and vested remainder to this defendant. According to her she is entitled to the first floor portion of the property situate at Thiruvannamiyur and the first defendant cannot claim partition of the same. It is also claimed that the second plaintiff had executed a settlement deed on 14.09.2007 settling the property situate at Kelambakkam in favour of the third defendant. The third defendant would only plead that as far as those properties are concerned the properties were purchased by the second plaintiff out of her own income and therefore, the settlement deeds are valid. Hence her title under the settlement deeds dated 24.10.2005 and 14.09.2007 executed by the second plaintiff cannot be impeached in the present suit.

13. The fourth defendant filed a separate written statement only seeking protection of her interest as a partner of the firm Sri Sai Productions.

14. The plaintiffs filed a written statement to the counter claim contending that after the partition that took place on 06.10.1983, there was no joint funds among the parties except the house property and the business that were retained as joint properties. All the other properties were divided even under the partition deed dated 06.10.1983, therefore, according to the plaintiffs there is no question, there being any joint family or joint property after 06.10.1983. Hence, they would claim that the acquisition of properties by the second plaintiff in 1984, 1985 and 1991 are all out of her own funds, as such neither the first plaintiff nor the first defendant would claim any right over the same. It is also claimed that the investments mentioned in Schedule 4 were also made after the registered partition dated 06.10.1983, the existence of the gold and silver mentioned in schedule 4 is denied. Therefore, the plaintiffs seek rejection of the counter claim.

15. On the above rival pleadings, this Court had framed the following issues in the suit:

1. *Whether the plaintiffs are entitled to the relief of partition of their 5/9th share in the plaint 'A' Schedule property?*
2. *Whether the plaintiffs are entitled to the relief of partition of 1/3rd*

share each (in all 2/3rd share) in the plaint 'B' Schedule property?

3. *Whether the plaintiff is entitled for accounts of the rental collections from ground floor portion of 'A' Schedule property and the income from the 'B' Schedule business?*
4. *Whether the plaintiff is entitled to the relief of permanent injunction restraining the defendant from alienating or encumbering the plaint 'A' Schedule property without giving plaintiff's 5/9th share by metes and bounds?*
5. *Whether the plaintiff is entitled for mandatory injunction directing the second defendant to deposit the monthly rent into the credit of the suit?*
6. *Whether the first defendant is entitled for counter claim in respect of the properties mentioned in the written statement and counter claim?*
7. *To what relief the Plaintiff is entitled to?*

16. The suit in CS Nos.1046 and 1047 of 2008 are tried together and evidence was recorded in CS No.1047 of 2008. On the side of the plaintiffs, the second plaintiff was examined as P.W.1 and on the side of the defendant the first defendant was examined as D.W.1. Ex.P1 to P52

were marked on the side of the plaintiffs and Ex.D1 to D49 were marked on the side of the first defendant.

Issue No.1 in CS No.1046 of 2008:

17. There is no dispute regarding the factum of purchase of the suit property by the plaintiff and the defendant jointly on 04.11.2004. The shares are also not in dispute. The dispute only relates to the rendition of accounts which is to be decided at the time of the final decree proceedings. In view of the fact that the share of the plaintiff is admitted by the defendant, the issue No.1 in CS No.1046 of 2008 is answered in favour of the plaintiff holding that he is entitled to the relief of partition is 1/2 share in the suit property.

Issue No.2 in CS No.1046 of 2008:

18. The plaintiff has sought for permanent injunction restraining the defendant from alienating or encumbering the suit property without dividing the plaintiff 1/2 share by metes and bounds. Now it is found that the plaintiff is entitled to 1/2 share any alienation made by the defendant hereafter only be subject to the rights of the plaintiff as per the preliminary decree. Therefore, I do not see any reason for grant of the perpetual injunction as prayed for in the suit.

Issue Nos. 1 and 3 in CS No.1047 of 2008:

19. The execution of the partition deed dated 06.10.1983 is admitted. It is also admitted that the suit property is ancestral property in the hands of R.S.Srinivasan and that it was agreed between the parties to keep it in common when the partition deed dated 06.10.1983 was entered into. The fact that the Rajalakshmi Ammal the mother of R.S.Srinivasan and the third defendant Padma Ramasubramanian had relinquished their claim over the suit A Schedule property is also not in dispute. On the above admitted facts the first defendant who is the contesting party does not deny the quantum of shares as claimed by the plaintiffs. Therefore, I see no difficulty in answering Issue No.1 in favour of the plaintiffs and concluding that the plaintiffs will be entitled to 5/9th share (4/9th share to the first plaintiff and 1/9th share to the second plaintiff) in the suit A Schedule property.

20. It is contended by the plaintiff that the first defendant alone is collecting the rents to the exclusion of the plaintiffs from the second defendant. The first defendant would, in response, contend that the plaintiffs are in possession of a larger area of the premises and as such he is entitled to collect the rents from the tenant. The first defendant would

admit that he is collecting the rents. But he would claim a right appropriate rent to himself on the ground that the plaintiffs are in possession of a larger area of the building, which would be more than their entitlement, viz. 5/9th share. There is no evidence with reference to the area occupied by each of the parties. Once the shares are declared it is for the first defendant to produce accounts and show that he is entitled to the rental collection. Therefore, the plaintiffs are entitled to a decree for accounts as against the first defendant in respect of the rental collections. At the time of enquiry into the accounts it will be open to the first defendant to show that area in his possession as 4/9th shareholder is within his entitlement and as such he is not liable to account for the rental collection. The same would be decided at the time of final decree proceedings when the accounts are being looked into. The 3rd issue is answered in favour of the plaintiffs subject to the liberty to the first defendant to show that the ground floor portion which is rented out would be within his 4/9th share in the entirety of the suit property.

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Issue No.2 in CS No.1047 of 2008:

21. Insofar as the business is concerned the shares are not denied, though voluminous documentary evidence has been produced by

the parties the controversy is limited to the transactions in the rights over the some of the movies. The parties are not at variance on the fact that there may not be much left in the business today. Admittedly, Sri Sai Production has stopped activities even in the year 1994, therefore, whatever copy rights that remain with the firm may not be of a significant value. It is seen from Ex.D1, the partnership deed dated 01.04.1995 relating to the M/s.Sri Sai Productions, which is shown item I in Schedule B of the plaint, that the second plaintiff, the first defendant and the fourth defendant are the partners of the said business. In the partition deed dated 06.10.1983 entered into between the heirs of late R.S.Srinivasan, it is stated that the said business shown as item 5 in Schedule A to the said partition deed is allotted to the parties of the first part to the third part, viz. the plaintiffs and the first defendant. However, the subsequent partnership deed dated 01.04.1995 shows that the second plaintiff, the first defendant and the fourth defendant are the partners of the said Firm. The partnership deed dated 01.04.1995 marked as Ex.D1 would also recite that it is a reconstitution of the partnership entered into on 01.04.1990 between the parties. It is conceded by the counsel for the plaintiffs as well as the first defendant that the partnership business as well as the other businesses shown in the B Schedule are not worth anything substantial as on today. There are Negative Rights in certain movies which had also according to

the first defendant become irretrievable. If it all the parties are held to have a share in the businesses as well as the shares in M/s.Facit Asia Limited, they will have to undergo the process of accounting and by the time, the process of accounting is over, there will be nothing left in the firms to be divided among the parties. Therefore, I do not see any plausible cause for granting a decree in respect of the businesses set out in B Schedule businesses to the plaintiff as well as the shares in M/s.Facit Asia Limited

Issue No.6 in CS No.1047 of 2008:

22. This issue relates to counter claim made by the first Defendant it is the contention of the first defendant that the properties in Thiruvanniyur, Manniivakkam and Kelambakkam purchased by the second plaintiff on 01.06.1984, 11.12.1985 and 04.03.1991 were purchased out of the joint family funds. Therefore, those properties should also be divided as if they belong to the joint family. It is not in dispute that the family properties were partitioned under the registered partition deed dated 06.10.1983, this resulted in disruption of the joint family. It is also seen that the certain properties were allotted to the plaintiffs 1 and 2 and the first defendant in common, while the third defendant the daughter was allotted the property in Mumbai and it is also not in dispute that the second plaintiff had relinquished her 1/3rd share in some of the properties in Virugambakkam

and Anagaputhur which were sold by the first plaintiff and the first defendant in 2004, in order to enable them to purchase the property subject matter of CS No.1046 of 2008.

23. The first defendant has miserably failed in his attempt to show that there were some joint family funds available with the family after 06.10.1983. The properties subject matter of the counter claim situate at Thiruvannamiyur, Mannivakkam and Kelambakkam have been purchased by the second plaintiff on 01.06.1984, 11.12.1985 and 04.03.1991 respectively. All these purchases are after the partition dated 06.10.1983. Therefore, unless the first defendant establishes that the first plaintiff had certain amount of money belonging to the family left with her and she had purchased the properties out of the same, those properties cannot be termed to be joint family properties in which the first plaintiff and the first defendant would get any right. It is also in evidence that the second plaintiff had exercised her right over the properties and executed settlement deed in respect of the same in favour of the third defendant, viz. her daughter. The first defendant has not chosen to seek a relief of cancellation of those documents. It is not also the case of the first defendant that the mother is holding the property in trust for himself and the first plaintiff.

24. The sum and substance of the case projected by the first defendant is that acquisitions were made out of joint funds/joint family funds, in the absence of proof availability of joint funds or joint family funds, the properties that stands in the name of the mother viz., the second plaintiff cannot be treated as the joint family properties.

25. Insofar as the movables mentioned in Schedule 4 to the counter claim the availability of the gold jewellery and the silverware have not been established by the first defendant. The burden of proving the existence of movable is always on the sharer who claims partition. The first defendant has not placed any tangible material to show the existence of the movables. The second plaintiff as P.W.1 has denied the existence of such movables. Therefore, it is found that the first defendant has not established the existence of the silver and gold which were shown as Items I & II in Schedule 4 to the counter claim. As regards, the investments in NSC Post office deposits etc., it is seen that all those investments were made after 1983 by the second plaintiff in her name, therefore the first defendant cannot demand partition of the same. Hence, the counter claim of the first defendant stands rejected.

Issue No.4 in CS No.1047 of 2008:

26. A relief of permanent injunction is sought for by the plaintiffs restraining the first defendant from alienating or encumbering the plaint A Schedule property without effecting the division. Now that it is found that the plaintiffs are entitled to preliminary decree for partition and separate possession of their 5/9th share any alienation made by the first defendant would be subject to the decree. It is open to the plaintiffs to work out their rights to seek a final decree. Therefore, I do not see any case for grant of an injunction as prayed for by the plaintiffs.

Result in CS No.1046 of 2008:

27. In fine there will be a decree for partition and separate possession of 1/2 share of the plaintiff in the suit property. The plaintiff will also be entitled to mesne profit if any to be determined by separate proceedings under Order 20 Rule 12 of the Code of Civil Procedure.

28. The suit in CS 1046 of 2008 is decreed. There will be a decree declaring that the plaintiff is entitled to 1/2 share in the suit properties and also for mesne profit. The suit in other respects will stand dismissed. Considering the relationship between the parties, there will be no order as

to costs.

Result in CS 1047 of 2008:

29. In fine there will be a preliminary decree for Partition and separate possession of the 5/9th share of the plaintiffs in the suit A Schedule property. The suit in respect of the B Schedule properties will stand dismissed. The counter claim filed by the first defendant will also stand dismissed. Plaintiffs would be entitled to mesne profit and the relief of accounting in respect of the A Schedule property alone and in other respects, the suit will stand dismissed. Considering the relationship between the parties, there will be no order as to costs.

jv

Index: Yes/No

Internet: Yes/No

Speaking order/Non Speaking order

02.01.2018

List of the Witnesses examined on the side of the Plaintiffs:

1. P.W.1 Jailakshmi Srinivasan

List of Exhibits marked on the side of the Plaintiffs:

<i>Sl.No.</i>	<i>Exhibits</i>	<i>Description of documents</i>	<i>Date</i>
1	Ex.P1	Certified copy of the partition deed between legal heirs of the R.subramaniya Iyer	23.12.1976

<i>Sl.No.</i>	<i>Exhibits</i>	<i>Description of documents</i>	<i>Date</i>
2	Ex.P2	Certified copy release deed executed S.Rajalakshmiammal mother-in-law of P.W.1	19.08.1983
3	Ex.P3	Certified copy of the Partition deed between legal heirs of the R.S.Srinivasan	06.10.1983
4	Ex.P4	Certified Copy of the settlement deed executed by the 2 nd plaintiff in favour of the 1 st plaintiff and the 1 st defendant in respect of the property at Virugambakkam	25.06.2004
5	Ex.P5	Certified copy of the settlement deed executed by the 2 nd plaintiff in favour of the 1 st plaintiff and the 1 st defendant in respect of the property at Anakaputhur Village	04.11.2004
6	Ex.P6	Certified copy of the sale deed executed by R.S.Lakshmi Narasimhan @ R.s.Manohar in favour of the 1 st plaintiff and the 1 st defendant	04.11.2004
7	Ex.P7	Certified copy of the sale deed executed by Sugavaneswaran in favour of the 2 nd plaintiff in respect of the property at Thiruvanniyur	01.06.1984
8	Ex.P8	Certified copy of the sale deed executed by S.Subramanian and another in favour of the 2 nd plaintiff in respect of the property at Mannivakkam village.	11.12.1985
9	Ex.P9	Certified copy of the sale deed executed by N.Sundarkumar through his power agent in favour of the 2 nd plaintiff in respect of the property at Thaiyur village	04.03.1991
10	Ex.P10	Certified copy of the settlement deed executed by the 2 nd plaintiff in favour of the 1 st plaintiff in respect of the ground floor portion of the property at Thiruvanniyur	24.10.2005
11	Ex.P11	Certified copy of the settlement deed executed by the 2 nd plaintiff in favour of her daughter Padma Ramasubramanian in respect of the first floor portion of the property at Thiruvanniyur.	24.10.2005
12	Ex.P12	Certified copy of the settlement deed executed by the 2 nd plaintiff in favour of 1 st plaintiff in respect of the property at Mannivakkam Village.	14.09.2007
13	Ex.P13	Certified copy of the settlement deed executed by the 2 nd plaintiff in favour of her daughter Padma Ramasubramanian in respect of the property at Thaiyur	14.09.2007

<i>Sl.No.</i>	<i>Exhibits</i>	<i>Description of documents</i>	<i>Date</i>
		Village	
14	Ex.P14	Certified copy of the Registered Will executed by the 2 nd plaintiff	08.02.2008
15	Ex.P15	Office copy of the legal notice to the first defendant	06.08.2008
16	Ex.P16	Xerox copy of the reply notice by 1 st defendant counsel	18.08.2008
17	Ex.P17	Xerox copy of the Interim rejoinder	08.09.2008
18	Ex.P18	Office copy of the letter written by 2 nd plaintiff to the 1 st defendant with acknowledgement card	17.09.2008
19	Ex.P19	Xerox copy of the plaintiff rejoinder	18.09.2008
20	Ex.P20	Certified copy of the settlement deed executed by 2 nd plaintiff in favour of 1 st plaintiff	19.11.2010
21	Ex.P21	Original letter from HDFC Bank to 1 st plaintiff and original receipt regarding receipt of cheques	25.11.2010
22	Ex.P22	Certified copy of the settlement deed executed by 2 nd plaintiff in favour of the 1 st plaintiff	30.11.2010
23	Ex.P23	Original savings bank pass book of PW1 in Account No.1936 Bank of Baroda of 2 nd plaintiff	
24	Ex.P24	Xerox of legal heir Certificate	11.04.1984
25	Ex.P25	Original deed of assignment executed by Anandhi films	19.05.1985
26	Ex.P26	Original letter from plaintiff and 1 st defendant to Gemini Colour Laboratory	14.11.1994
27	Ex.P27	Original shares certificate of plaintiffs and the 1 st defendant	24.01.1997
28	Ex.P28 Ex.P30 (series)	Are hand written notes given by the 1 st defendant	
31	Ex.P31	Xerox copy of the death certificate of Rajalakshmi	24.07.1988
32	Ex.P32	Original agreement between Sai Productions and Kichiu films	30.06.2004
33	Ex.P33	Original agreement between Saratha films and Kichiu films	30.06.2004
34	Ex.P34	Original letter from 1 st defendant to 2 nd plaintiff with original cover	03.10.2008
35	Ex.P35	Officer copy of the Reply letter from 2 nd plaintiff to 1 st	22.10.2009

<i>Sl.No.</i>	<i>Exhibits</i>	<i>Description of documents</i>	<i>Date</i>
		defendant with acknowledgement	
36	Ex.P36	Certified copy of the sale deed underwhich the Muttukadu property was sold	
37	Ex.P37	Certified copy of the document date 15.09.1997	
38	Ex.P38	Certified copy of the document dated 14.03.1991	
39	Ex.P39	Certified copy of the document dated 11.12.1985	
40	Ex.P40	Certified copy of the document under which I have purchased the property in Sathish layout in Tambaram	
41	Ex.P41	Original settlement deed executed by the 2 nd plaintiff in favour of the 1 st plaintiff and myself	25.06.2004
42	Ex.P42	Original settlement deed executed by the plaintiff in favour of the 1 st plaintiff and myself	04.11.2004
43	Ex.P43	Certified copy of the sale deed under which muself and the 1 st plaintiff	28.07.2004
44	Ex.P44	Encumbrance Certificates reflecting the sale of item 3 of schedule A to Ex.P3	
45	Ex.P45	Encumbrance Certificate reflecting the sale of item 3 schedule A to Ex.P3	
46	Ex.P46	Certified copy of the settlement deed	04.06.2010
47.	Ex.P47 to Ex.P49	Certified copy of the three complaints filed by me against Santhanam under Section 138 of Negotiable Instrument Act	
48.	Ex.P50	Certified copy of the criminal complaint filed by film producers guild of South India	
49	Ex.P51	Certified copy of the complaint filed by R.Sundaram against you	
50	Ex.P52	Original letter	19.10.2006

List of the Witnesses examined on the side of the Defendant:

1. D.W.1 S.Shivpprasadh

List of Exhibits marked on the side of the Defendants:

<i>Sl.No.</i>	<i>Exhibits</i>	<i>Description of documents</i>	<i>Date</i>
1	Ex.D1	Original Partnership deed	01.04.1995
2	Ex.D2	Letter addressed to Gemini color Laboratories	17.01.1995
3	Ex.D3	Original letter in which my self and my elder son Ram Prasath authorised my second son S.Sivaprasath as power of attorney	10.01.1997
4	Ex.D4	Letter in which Mrs.Padmaramasubramaniam has signed as one of the attesting witness	
5	Ex.D5	One letter addressed to Gemini color laboratory signed by me along with S.Sivaprasath, S.Ramprasath	
6	Ex.D6	Letter address to Gemini colour laboratory to hand over the negatives of “Thaalam Thettiya Thaaraattu”	30.08.2000
7	Ex.D7	Letter addressed to Vijaya film colour laboratories about handing over of the negatives “Mizhineer Prrvukal”	11.10.2000
8	Ex.D8	One letter signed by me and 1 st defendant	08.11.2000
9	Ex.D9	One letter signed by me S.Sivaprasath and V.P.Sarathi	08.11.2000
10	Ex.D10	One letter signed by me and S.Sivaprasath	08.11.2000
11	Ex.D11	Certified copy of the 1 st plaintiff & 1 st defendant's Joint loan application form submitted to HDFC filled up completely by 1 st plaintiff in his own handwriting	17.06.2004
12	Ex.D12	Original 1 st defendant's Rental agreement entered with his tenant ITC Ltd	18.09.2003
13	Ex.D13	Original 1 st defendant legal notice issued to ITC Ltd	02.07.2004
14	Ex.D14	Xerox copy of the four separate 3 phase connected MES monthly consumption cards of 4 individual flats at 44/21	
15	Ex.D15	Original telegram sent by the 1 st defendant	20.06.2006
16	Ex.D16	Original Tenancy agreement entered by 1 st defendant's	23.01.2005
17	Ex.D17	Original no objection letter addressed to them to hand over the negatives of film “MP” to 2 nd plaintiff for tele-cine transfer purposes	06.10.2000

<i>Sl.No.</i>	<i>Exhibits</i>	<i>Description of documents</i>	<i>Date</i>
18	Ex.D18	Xerox copy of the deed of assignment of "IRUMBAZHIGAL", OSK, MP"	11.10.2000
19	Ex.D19	Xerox copy of the deed of assignment of "ADIMACHANGALA"	11.10.2000
20	Ex.D20	Xerox copy of the deed of assignment of "MAHANE NINNAKU VENDI" to Malayalam communications Ltd (Kairali TV)	30.01.2002
21	Ex.D21	Office copy of the legal notice issued by the 1 st defendant	14.03.2003
22	Ex.D22	Original 3 telegrams sent by the 1 st defendant	13.01.2007
23	Ex.D23	Xerox copy of the 13 telecast certificates issued by CDDK to show dates and timings of telecast of 13 episodes of Naragasuran	18.08.1991 to 10.11.1991
24	Ex.D24	Office copy of the notice sent by the 1 st defendant with acknowledgement	19.10.2006
25	Ex.D25	Copy of the letter signed by 1 st and 2 nd plaintiffs	
26	Ex.D26	Copy of the hand written letter by 4 th defendant	
27	Ex.D27	Authorisation letter from all legal heirs of late R.S.Srinivasan to 3 rd Income Tax Officer Film circle to issue income tax refund on behalf of all of them to Jayalakshmi Srinivasan for convenience sake	
28	Ex.D28	Letter addressed by 3 rd Income Tax Officer Film circle to 2 nd plaintiff Jayalakshmi Srinivasan	02.12.1983
29	Ex.D29	Income Tax acknowledgement of form No.6 signed by 2 nd plaintiff Jayalakshmi Srinivasan as Managing Partner of Sri Sai Production	30.06.1984
30	Ex.D30	3 rd Income Tax Officer of film circle's Order to Bank of Baroda, Nungambakkam Branch with a copy marked to Sri Sai Production authorising 2 nd plaintiff Jayalakshmi Srinivasan to withdraw the entire balance of compulsory deposit amount standing in the credit of late R.S.Srinivasan of G.I.No.12201-S	06.09.1984
31	Ex.D31	Doc. No.9176 of 1985-Purchase Deed of Manivakkam land by 1 st plaintiff S.Ramprasad	11.12.1985
32	Ex.D32	Seethalakshmi Manohar's gift made to 1 st defendant of Rs.20,000/-	27.10.1986

<i>Sl.No.</i>	<i>Exhibits</i>	<i>Description of documents</i>	<i>Date</i>
33	Ex.D33	Censor certificate of “Pradesika Varthakali” produced by 1 st defendant in Sharadha Films	25.10.1989
34	Ex.D34	Doc. No.311 of 1991 – Purchase deed of Kelambakkam land by 1 st plaintiff S.Ramprasadh	04.03.1991
35	Ex.D35	Letter addressed by Lintas Bombay to R.S.Manohar about 1 st Defendant's work	25.07.1991
36	Ex.D36	Income Tax acknowledgement Form No.11 signed by 2 nd plaintiff, 1 st and 4 th defendants as partners of Sri Sai Production showing their specific share of profits	31.03.1992
37	Ex.D37	Income Tax acknowledgement Form No.11a signed by 2 nd plaintiff. 1 st and 4 th defendants as partners of Sri Sai Production showing their specific share of profits	31.03.1992
38	Ex.D38	Doc. No.2049 of 1995 – Purchase Deed of 580.92 sq.ft. Undivided share of land out of 4435 sq.ft of land at T.Nagar, Thyagaraya Gramani Street by 3 rd defendant Padma Ramasubramanian	10.07.1995
39	Ex.D39	Letter addressed by central pictures forwarding their letter addressed to Vijaya Colour laboratories with respect to the film “Mizhineer Poovukal” Produced by Sri Sai Productions to 2 nd plaintiff Jayalakshmi Srinivasan	27.11.1997
40	Ex.D40	Chennai Doordarshan Kendra's order to 1 st defendant S.Shivpprasadh on documentary TV Video episode	11.03.1998
41	Ex.D41	Doc. No.1968 of 1999 purchase deed by 3 rd defendant land at Satish Thilak Avenue village near Tambaram	31.03.1999
42	Ex.D42	The Hon'ble High Court's order on 1 st defendant's W.P.No.1366 of 2002 on alleged screening of uncensored films by FTPGSI	28.01.2002
43	Ex.D43	D.Santhanam's pronote for Rs.3,00,000/- with details of source of funds	02.02.2002
44	Ex.D44	Letter addressed by 1 st plaintiff S.Rampprasadh to 1 st defendant S.Shivpprasadh's Income Tax Officer for issuing TDS Refund in favour of 1 st defendant	01.08.2005
45	Ex.D45	Doc. No.2229 of 2005 sale deed of 2 bed roomed 930 sq.ft building flat along with 580.92 sq.ft. undivided share of land out of 4435 sq.ft land at T.Nagar, Thyagaraya Gramani Street by 3 rd defendant Padma	05.09.2005

<i>Sl.No.</i>	<i>Exhibits</i>	<i>Description of documents</i>	<i>Date</i>
		Ramasubramanian to R.Jaisankar for Rs.14,00,000/-	
46	Ex.D46	Letter addressed by 1 st plaintiff S.Ramapprasadh to 1 st defendant S.Shivpprasadh's Income Tax Officer for issuing TDS refund in favour of 1 st defendant	10.07.2006
47	Ex.D47	Doc.No.4484 of 2009 sale deed of Manivakkam land by 1 st plaintiff S.Rampprasadh to R.Kumuthanalayini for Rs.16,25,065/-	07.09.2009
48	Ex.D48	Doc. No.11765 of 2011 – sale deed of Kelambakkam land by 1 st plaintiff S.Rampprasadh to S.C.Agarwal for Rs.55,00,000/- (Rupees Fifty five lakhs only)	24.11.2011
49	Ex.D49	Doc.No.11764 of 2011 – Sale deed of Joint family property at Kelambakkam purchased in the name of 2 nd plaintiff Jailakshmi Srinivasan by 1 st plaintiff S.Rampprasadh under General Power of Attorney executed in his favour by 3 rd defendant Padma Ramasubramanian for Rs.55,00,000/- to S.C.Agarwal	24.11.2011

02.01.2018

jv

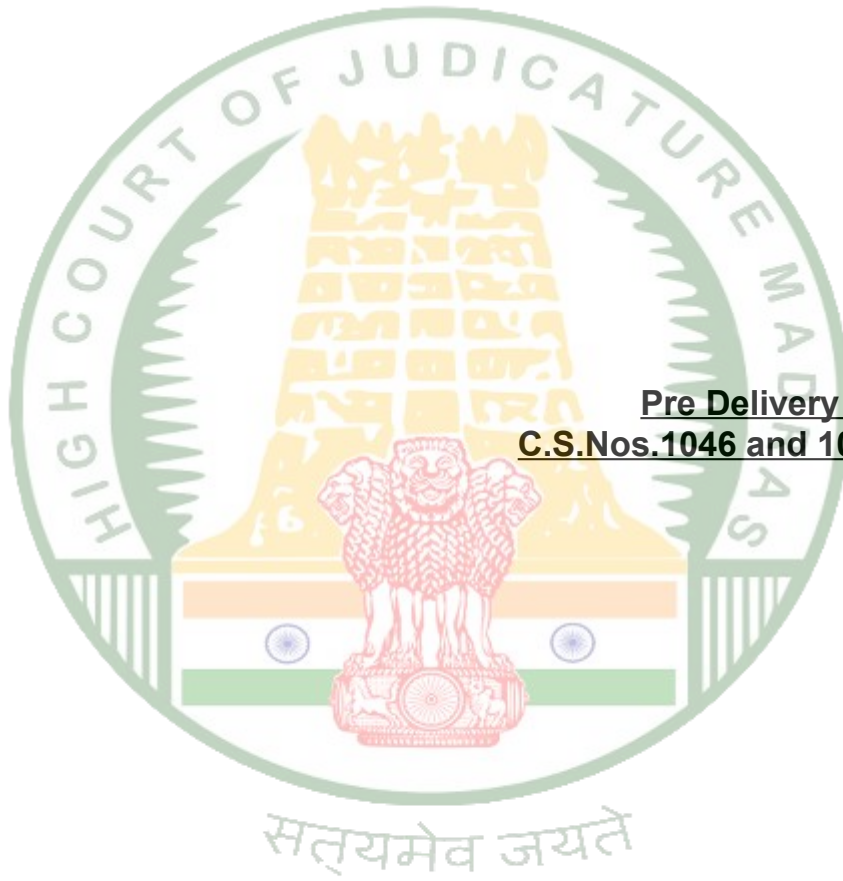
To

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

WEB COPY

R.SUBRAMANIAN,J.

jv



Pre Delivery Judgment
C.S.Nos.1046 and 1047 of 2008

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02.01.2018