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A.No.637 of 2022
in C.S.No.37 of 2017

V. BHAVANI SUBBAROYAN, J.

Application No.637 of 2022 has been filed to permit the applicant to withdraw the entire amount of Rs.3,39,630/- deposited in the joint account No.6604201449 of the 1st plaintiff Mrs.V.Prabha and the applicant i.e. 1st defendant R.V.Anupriya in the Indian Bank, High Court Branch, Chennai – 600 014 and another amount of Rs.2,10,000/- deposited in C.S.No.37 of 2017 totally a sum of Rs.5,49,630/-.

2.Applicant herein is the first defendant in the suit had filed this application stating that the respondents 1 and 2 herein are her parents/plaintiffs. The allegation in the plaint is that they filed a suit for declaration that the plaintiffs/parents are entitle to the beneficial enjoyment of the suit schedule "A" items 1 and 2 mentioned properties purchased by the first plaintiff in the name of her daughter/the first defendant by 2 sale deeds dated 15.04.2013 and registered as Document Nos.4461/2013 and 4462 of 2013 in respect of Plot Nos.11 and 26, Kalyani



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Industrial Estate, Athipattu, Chennai – 600 058 respectively or thereabouts each from K.N.Sundaram, morefully discribed in schedule "A" items 1 and 2 to the plaint or in the alternate, direct the first defendant to pay to the first plaintiff a sum of Rs.2,20,00,000/- or such additional sum that may be found due and payable on adjudication of the suit with future interest at the rate of 18% per annum with quarterly rests from the date of plaint till date of realization, is valued at Rs.2,20,00,000/- along with mandatory and permanent injunction and the same is pending.

3.Applicant also submits she is the owner of the properties bearing Plot Nos.11 and 26 Kalyani Industrial Estate, Athipattu, Chennai – 600 058 morefully described in Item No.1 in the schedule "A" and the same was purchased by her on 15.04.2013 since 2013 she is in possession and enjoyment as absolute owner of the said properties.



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4. Applicant further submits that on 28.06.2016 she let out the item No.2 in the "A" schedule to the third respondent herein under the rental agreement for 11 months and received a sum of Rs.5,00,000/- as advance and the monthly rent is fixed as Rs.55,000/-. Admittedly, the third respondent/tenant paid the monthly rent upto January 2017 by RTGS to her account and the third respondent/tenant defaulted in payment of the monthly rent from February 2017 onwards.

5. It is stated by the applicant that she is jobless lady, the only income for her livelihood is the monthly rent paid by the third respondent/tenant herein. The third respondent colluded with her parents/plaintiffs and filed this application No.1900 of 2017 against her praying for deposit of monthly rent in the suit account instead of paying to her. This Court passed an interim order in the said application with a direction to the third respondent/tenant to pay Rs.30,000/- towards monthly rent amount to her account and the balance rent



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amount of Rs.25,000/- is to deposited in a separate account to be opened in Indian Bank, High Court Branch in recurring deposit in the joint account in the first plaintiff viz., Mrs.V.Prabha/ the first defendant viz., R.V.Anupriya i.e. the applicant herein. Accordingly, the third respondent/tenant herein deposited a sum of Rs.25,000/- from the month of February 2017 to July, 2018, the said amount has been deposited in the joint account of Mrs.V.Prabha/the first defendant and the applicant herein in Indian Bank, High Court Branch bearing Account No.6604201449.

6.Heard both sides.

7.Learned Single Judge has passed the order in A.Nos.1900 and 1901 of 2017, O.A.Nos.57 to 59 of 2017 and A.No.328 of 2017 in C.S.No.37 of 2017 dated 31.07.2018. The operative portion of the orders reads as follows:

"Admittedly, the daughter has rented out the premises to the third parties and the property is also in her name, who is



the landlord. Since the matter is not settled, I am of the view that the daughter is entitled to receive the rents as per the agreement entered with the tenants and the tenants are bound to pay their rents to the daughter as per the agreement ".

8. Aggrieved by the same, the appellants have filed O.S.A.No.86 of 2019.

9. The Hon'ble Division Bench of this Court passed a Judgment in O.S.A.No.86 of 2019 dated 28.11.2019. The operative portion of the Judgment reads as follows:

"the property in question stands in the name of the daughter and as per the documents, she is the landlady of the property in question. Since the property stands in the name of the daughter, this Court cannot direct the tenant(s) to pay even a part of the rental amount(s) to the appellants. Therefore, we do not find any infirmity in the impugned order passed by the learned single Judge. Accordingly, the OSA is dismissed".



10.It is further stated that the Indian Bank did not permit the applicant to withdraw the money as deposited in the joint account as well as in the said account as per the orders of this court in Application No.1900 of 2017 dated 03.10.2017. Hence, she forced to file this application to permit the applicant to withdraw the deposited amount in the joint account bearing No.6604201449 and also in the said account in Indian Bank, High Court Branch, Chennai forthwith.

11.On going through the typed set of papers, it is seen that a sum of Rs.2,10,000/- stands in the credit of C.S.No.37 of 2017 as Court deposit.

12.In fact the applicant has rented out the premises to the third parties and the property is also stands in her name, who is the landlord.



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13. In view of the above facts and circumstances of the case and the submission made by the learned counsel on either side, this Court is inclined to allow the applicant to withdraw only a sum of Rs.2,00,000/- (Rupees two lakhs only) out of Rs.3,39,630/- lying in the joint account bearing No.6604201449, Indian Bank, High Court Branch.

14. The Manager, Indian Bank, High Court Branch is hereby directed to permit the applicant to withdraw only a sum of Rs.2,00,000/- (Rupees two lakhs only) from the joint account bearing No.6604201449.

15. With this direction, this application is disposed of.

16. Post the matter on 06.04.2022.

15.03.2022

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