



O.S.A.No.157 of 2022

WEB COPY IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 21.06.2022

CORAM :

**THE HON'BLE MR. JUSTICE M.DURAI SWAMY
AND
THE HON'BLE MR. JUSTICE SUNDER MOHAN**

O.S.A.No.157 of 2022

and C.M.P. No.9549 of 2022

1. Ms. Sahana

2. S. Siddarth

.. Appellants

v.

1. Mrs. Rajalakshmi Selvarangan

2. Ms. B. Sudisha

3. Ms. B. Meghana

4. M/s. Vaya Life Private Limited,
Represented by its Director Mr. Vasathakumar
Sripathy Ground Floor,
No.129, Harrington Road,
Chetpet, Chennai – 600 030.

5. K.P. Ramakrishna

6. Thangairasu

7. Senguttuvan

8. Mahaboob Basha



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9. Abraham Varghese

10. Subbu

11. Ms. A.P. Hemavathi

12. C.Lalitha

.... Respondents

Original Side Appeal filed under Clause 15 of Letters Patent and Order 36 Rule 1 of Original Side Rules to set aside the Judgment and decree dated 07.04.2022 passed in Original Application Nos. 121 of 2022 in Tr.C.S.No.31 of 2022.

For Appellant : Mr.V.Lakshminarayanan

For Respondents : Mrs.Chithra Sampath, Senior Counsel
for Mr. D.R. Raghunath – R1

JUDGMENT

(Order of the Court made by M.DURAI SWAMY,J.)

Challenging the order passed by the learned Single Judge in O.A.No. 121 of 2022 in Tr.C.S.No.31 of 2022 [suit originally filed before the 6th Assistant Judge, City Civil Court, Chennai and numbered as O.S. No.7792 of 2021], the defendants 1 and 2 have filed the above Original Side Appeal.



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2. The 1st respondent-plaintiff has filed the suit in Tr.C.S.No.31 of 2022 for the following reliefs:-

a. for a declaration that the plaintiff is entitled to receive the lease rentals in respect of the suit schedule property during her life ;time in terms of the settlement deeds dated 04.07.2002 registered as document Nos. 1300/2002, 1301/2002, 1305/2002 and 1306/2002 in the office of the Sub-Registrar, Periamet;

b. mandatory Injunction directing the 5th to 13th defendants, being the tenants in the suit schedule properties to pay the existing rent online for their respective leased out properties payable from 30th August 2021 in favour of the Plaintiff. |

c. permanent Injunction restraining the 1st to 4th defendants, their respective heirs, successors-in-interest, representative/agents and/or any men under them from collecting the lease rentals with regard to the suit property during the life time of the plaintiff;

d. for the cost of the suit; and



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e. for such further or other reliefs as this Hon'ble court may deem fit and proper in the circumstances of the case and thus render justice.

3. The 1st respondent-plaintiff is the grandmother of the appellants, who are defendants 1 and 2 in the suit. The 1st respondent filed the suit based on the settlement deed executed by her husband on 04.07.2002 settling the properties in favour of his grand children and giving life interest to his wife, viz., the 1st respondent-plaintiff.

4. On a reading of the recitals found in the settlement deed dated 04.07.2002, it is clear that the 1st respondent has got life interest without any power on her part of alienation by way of sale, gift or exchange but with liberty to lease, mortgage and collect the rents and profits arising therefrom the said property, to defray there out the taxes and charge for its repairs and other statutory dues, she shall be entitled to apply that net income for her own absolute use and benefit.



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5. In the suit filed by the 1st respondent, she has filed an application in O.A.No.121 of 2022 to grant an order of interim injunction restraining the respondents 1 to 4 /appellants 1 and 2 and respondents 3 and 4 from collecting the lease rentals with regard to the suit property. The 1st respondent also filed another application in O.A.No.122 of 2022 to grant an order of interim injunction restraining the respondents 4 to 12 to deposit their rent in respect of the property to the credit of the suit pending disposal of the suit.

6. It is not in dispute that the respondents 4 to 12 are the tenants in respect of the suit properties. It is the contention of the appellants and the respondents 2 and 3 that they are entitled to the suit property hence, they are also entitled to receive the rent from the tenants. The 1st respondent-grandmother contended that since the settlement executed by her husband is very clear about the life interest given to her and that she is entitled to receive the monthly rent from the tenants, her grandchildren are not entitled to receive the same.

7. The learned Single Judge, taking into consideration the case of



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both sides, relying upon the recitals found in the settlement deed dated 04.07.2002 executed by the 1st respondent's husband and the grandfather of the appellants and the respondents 2 and 3, allowed the applications and directed the tenants to deposit their respective rent before this court on or before 5th of every succeeding month to the credit of the suit in Tr.CS.No.31 of 2022 including arrears, if any, till the disposal of the suit. Challenging this order, the appellants, who are the defendants 1 and 2 in the suit, have filed the above Original Side Appeal.

8. Heard Mr.V.Lakshminarayanan, learned counsel appearing for the appellants and Mrs.Chithra Sampath, learned Senior Counsel appearing for the 1st respondent.

9. On a careful consideration of the materials available on record and the submissions made by the learned counsel on either side, as already stated, since the recitals found in the settlement deed dated 04.07.2002 is very clear as to the life interest in favour of the 1st respondent-grandmother and that she is entitled to receive the monthly



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rent during her life time for her own use and benefit, the appellants and the respondents 2 and 3 cannot take a different stand now and deny the monthly rents payable by the tenants to the 1st respondent. The grandchildren of the 1st respondent would get the absolute right only after the life time of the 1st respondent. During the life time of the 1st respondent-grandmother, she is entitled to receive the monthly rents from the tenants as per the recitals found in the settlement deed dated 04.07.2002.

10. Taking into consideration all these aspects, the learned Single Judge has rightly allowed the applications directing the tenants to deposit their respective rents before this court to the credit of the Civil Suit in Tr.C.S.No.31 of 2022 including arrears, if any, till the disposal of the suit.

11. In these circumstances, we do not find any ground to interfere with the order passed by the learned Single Judge. We request the learned Single Judge, to dispose of the suit as expeditiously as possible.



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No costs.
closed.

Consequently, the connected Miscellaneous Petitions are

[M.D., J.] [S.M., J.]
21.06.2022

Index : Yes/No

Speaking Order/Non Speaking Order

Rj



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M. DURAISWAMY, J.
and
SUNDER MOHAN, J

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