



A.S.No.1074 of 2012
& A.S.No.238 of 2019

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 14.02.2023

CORAM :

THE HONOURABLE MR. JUSTICE S.S. SUNDAR

AND

THE HONOURABLE MR. JUSTICE P. B. BALAJI

A.S.No.1074 of 2012 and A.S.No.238 of 2019

and

C.M.P.No.9136 of 2019 and M.P.No.1 of 2012

A.S.No.1074 of 2012:

Panneer Selvam

... Appellant/Plaintiff

Vs.

1.Kalaivani

2.Viswanathan

... Respondents/Defendants

A.S.No.238 of 2019:

Dharaneedaran

... Appellant/Plaintiff

Vs.

1.Kalaivani

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2.Rameshkumar
3.Panneer Selvam
4.Priyadarshini
5.Viswanathan
6.Kavin
7.Saraswathi

... Respondents/Defendants

Prayer in A.S.No.1074 of 2012: Appeal Suit filed under Section 96 of the Code of Civil Procedure against the Judgment and Decree dated 19.10.2012 in O.S.No.27 of 2011 on the file of the Principal District Court, Namakkal.

Prayer in A.S.No.238 of 2019: Appeal Suit filed under Section 96 of the Code of Civil Procedure against the Judgment and Decree dated 30.11.2018 in O.S.No.25 of 2014 on the file of the Sessions (Fast Track Mahila) Judge, Namakkal.

For Appellants : Ms.Hema Sampath
Senior Counsel
for Mr.R.Marudhachalamurthy
in A.S.No.1074 of 2012
Mr.T.S.Baskaran
in A.S.No.238 of 2019

For Respondents : Mr.N.Manokaran for R1
in A.S.No.1074 of 2012
and for R1 and R2



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in A.S.No.238 of 2019

R2 - No appearance
in A.S.No.1074 of 2012

Mr.N.Unapathi for R5 to R7
in A.S.No.238 of 2019

R3 and R4 - No appearance

J U D G M E N T

(Judgment was delivered by **S.S. SUNDAR, J.**)

The appellant is the first defendant in the suit in O.S.No.27 of 2011 on the file of the learned Principal District Court, Namakkal.

2.The first respondent in this appeal filed the suit O.S.No.27 of 2011 for declaration that the Partition Deed dated 15.11.2006 executed by the defendants and one Velappa Gounder is invalid and



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for partition of 1/3rd share in the suit schedule properties and to pass

Preliminary Decree and for separate possession.

3.The suit properties consists of the suit A and B schedule. The case of the 1st respondent in the Plaint is that the suit properties are the joint family properties, allotted to the plaintiff's father by name Velappa Gounder in a partition deed dated 20.01.1969 and purchased by virtue of Deeds of Sale dated 29.01.1971, 15.04.1971, 10.05.1971 and 02.05.1986 in favour of father Velappa Gounder, from the income of the joint family properties. It is stated that some of the properties were purchased on 07.09.1976 and 13.03.2001 in the name of the first defendant out of the income from joint family properties. It is the further case of the plaintiff that the plaintiff's father Velappa Gounder and the defendants represented that they wanted financial assistance from the Bank for expansion of this brick kiln business and in that context obtained the plaintiff's signature in the alleged Partition Deed



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dated 15.11.2006. It is stated that the plaintiff came to know the fraud only when she obtained certified copy in February, 2011, after the defendants denying her share under the pretext that she had already received a sum of Rs.25,000/- towards her share in the partition deed. It is stated that the partition deed is invalid as the property purchased by father in 1986 was not included in the partition. Describing the Partition Deed dated 15.11.2006 as a fraudulent document and executed by misrepresentation, the plaintiff filed the suit for declaration to declare the Partition Deed as null and void and for partition.

4.It is admitted that the said Velappa Gounder died on 25.12.2009 intestate leaving behind the plaintiff and the defendants. While admitting relationship, it is stated in the written statement filed by the first defendant that the plaintiff and the first defendant are the children of Velappa Gounder though his first wife and the second



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defendant is born through the second wife of Velappa Gounder. The suit was contested by the first defendant on various grounds pointing out that in the year 1980, the plaintiff was married to one Muthusamy, an Officer working in the Agriculture Department and that she was given 50 Sovereigns of jewels apart from other seers, etc., It is contended that the plaintiff was allotted 'D' Schedule in the said partition and the father was allotted 'A' Schedule. It is contended that the father and the plaintiff voluntarily signed in the Partition Deed dated 15.11.2006. Referring to several developments and improvements in the suit property by establishing a Modern Rice Mill and pulling commercial shops let out to the parties, it is further contended in the Written Statement that the suit is vexatious. It is also contended by the defendants that the suit without including the properties allotted to the 2nd defendant in the partition, is collusive. It is alleged that the suit is filed by the plaintiff on the instigation of the second defendant. Though several points were raised by the 1st



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defendant, it is not necessary to consider all the details of the pleadings in the Written Statement. The 2nd defendant who was also a party to the Partition Deed denied the averments in the Plaint and contended that the suit for partition is not maintainable in view of the Partition Deed earlier executed.

5.The Trial Court framed the following issues:

"(1)Whether the plaintiff is entitled for declaration that the Partition Deed dated 15.11.2006 in the plaintiff and defendants family is not valid?

(2)Whether the plaintiff is entitled to partition of 1/3rd share in the properties?

(3)Whether the plaintiff was given all seervarisai 50 sovereigns of jewels and cash at the time of marriage?

(4)Whether the suit is filed at the instance of 2nd



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defendant in collusion between the plaintiff and the 2nd defendant?

(5)Whether the suit is bad for partial partition?

(6)whether the suit is barred by limitation?

(7)Whether the suit property is properly valued and the Court fee is correct?

(8)To what relief if any the plaintiff is entitled to?"

Additional Issues:

(1)Whether the suit properties B schedule in Item Nos.2, 3, 4, 6, 7, 8, 9, 13, 18 and 16 available for partition and correctly mentioned?"

6.Before the Trial Court, the plaintiff examined three witnesses including herself as PW1. Ex.A.1 and Ex.A.2 were marked on behalf of the plaintiff, whereas Ex.B.1 to Ex.B.10 were marked on behalf of the defendants. On behalf of the defendants, the 1st defendant was



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examined as DW1 and two other witnesses DW2 and DW3 were examined.

7.The Trial Court relying upon the documents filed on either side and taking into consideration the oral evidence adduced on both sides found that the Partition Deed dated 15.11.2006 marked as Ex.A.2 held that the partition is unequal. The trial Court taking into consideration the unequal partition held that the Partition Deed is invalid and that the plaintiff's version is proved by circumstances and hence, vitiated by fraud and misrepresentation. Finding that the suit properties are joint family properties, the trial Court has held that the Settlement deed under Ex.B1 executed by father in respect of suit 'B' schedule in favour of the son of the plaintiff, son of first defendant and son of second defendant is not valid and binding on plaintiff. Therefore, a Preliminary Decree was passed in favour of the plaintiff in respect of 1/3 share in all the suit properties.



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8.The trial Court then found that the specific issue raised by the first defendant that there is collusion between the plaintiff and the 2nd defendant does not arise for consideration as properties allotted in favour of second defendant was also included by amendment. The trial Court thereafter found that the suit is not bad for partial partition and not barred by limitation. It is also held that the suit has been properly valued. Aggrieved over the same, the 1st defendant filed the above appeal.

9.Mrs.Hema Sampath, learned Senior counsel appearing for the appellant submitted that the Partition Deed under Ex.A.2 is a registered document and it cannot be declared as null and void without a prayer to set aside the document. The learned Senior counsel further contended that though the prayer is for a declaration, the Court Fee is paid under Section 25 of the Tamil Nadu Court Fees



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and Suits Valuation Act and not under Section 40 of the Tamil Nadu

Court Fees and Suits Valuation Act, as applicable.

10.The learned Senior Counsel submitted that the plaintiff is not an illiterate and signed the documents in English. Since the only plea that was raised in the Plaint is that the document, namely, Partition Deed was executed on the misrepresentation of her father and brothers that the document was required to avail loan from the Bank, it is submitted that the burden lies on the plaintiff to prove that the document was obtained by misrepresentation. Pointing out that no independent witness was examined or documents were produced to show that there was misrepresentation or that the plaintiff was defrauded by suppressing the nature of transaction, it is contended that the plaintiff miserably failed to prove her case. The learned Senior counsel appearing for the appellant would submit that the trial Court has miserably failed to consider the plea of knowledge to hold that the



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suit is not barred by limitation. The learned Senior counsel then pointed out that the plea of misrepresentation was given a go-by at the time of argument before the Appellate Court as the trial Court held that the previous partition is vitiated because the partition is unequal. Having regard to the pleadings and the nature of the evidence adduced by both sides, the learned Senior Counsel appearing for the appellant submitted that the trial Court ought to have seen that the plaintiff, being a female member in the family, having received substantial jewels and properties by the father during his life time, accepted the partition by getting a sum of Rs.25,000/- as her father in the partition. When the plaintiff has signed the document knowing fully well about the contents in the Partition Deed, it is not open to the plaintiff to challenge the partition document, merely, by pleading *non est* factum. The learned counsel relied upon a few Judgments of this Court and the Hon'ble Supreme Court. The learned Senior Counsel also submitted that the trial Court without proper evidence erred in holding that the



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suit properties are ancestral. She also pointed out from evidence that the plaintiff admitted during evidence that the Brick Kiln business was closed well before the partition was hence, her case cannot be believed.

11.The learned Senior Counsel submitted that the document under Ex.B.1 - Settlement Deed has not been challenged in the present suit and that there is no prayer in the suit by the plaintiff regarding the validity of the Settlement Deed executed by the father. Further, it is also pointed out that the beneficiaries of the Settlement Deed, namely, the grandchildren of Velappa Gounder are not parties to the suit. However, the trial Court has set aside the Settlement Deed and granted partition in respect of the properties covered by the Settlement Deed.

12.Per contra, Mr.N.Manokaran, learned counsel appearing for



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the first respondent would submit that the plaintiff was a female member in the family and hence, the father influenced her to sign in the Partition Deed in the pretext that the signature of the plaintiff is required for the 1st defendant to avail the loan in the Bank. The learned counsel appearing for the respondent would submit that the burden lies on the defendants to prove that the document was executed without any misrepresentation or undue influence. The learned counsel appearing for the respondent also relied upon the Judgment of the Hon'ble Supreme Court in **Krishna Mohan Kul @ Mani Chran Kul and another v. Pratima Maity and others** reported in **(2004) 9 Supreme Court Cases 468**.

13.Considering the points urged by the learned Senior Counsel appearing for the appellant and the learned counsel appearing for the respondents, this Court find that the following points arise for consideration in this appeal:



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"(1)Whether the Partition Deed under Ex.A2 dated 15.11.2006 is vitiated by fraud and misrepresentation as pleaded by the 1st respondent/plaintiff?

(2)Whether the Settlement Deed executed by Velappa Gounder in favour of his grandchildren under Ex.B.1 can be set aside by the trial Court when the plaintiff has neither prayed for cancellation of Settlement Deed nor impleaded the beneficiaries of the Settlement Deed in the suit?

(3)Whether the suit for declaration of validity of the Partition Deed by paying Court fee under Section 25(d) of Tamil Nadu Court Fees and Suit Valuation Act is proper?

Point No.1:-

14.Apart from the specific pleadings, the case of the plaintiff in



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the main suit is that the Partition Deed dated 15.11.2006 is vitiated by fraud and misrepresentation. The trial Court did not go into the validity of the Partition Deed on the ground raised by the plaintiff/1st respondent. The prime reason given by the trial Court to declare the Partition Deed as invalid is that the partition is unequal. However, the same is held to a vitiating circumstance to hold that the partition deed is invalid. Since the issue has now been raised before this Court by relying upon Section 11 of the Indian Evidence Act, this Court has to consider whether the Partition Deed under Ex.A.2 dated 15.11.2006 is vitiated by fraud and misrepresentation. When the document is challenged on the ground of fraud and misrepresentation, normally, the burden lies on the person to prove the plea that the document was executed by the plaintiff without knowing the contents and the character of transaction. It is admitted that the partition deed marked as Ex.A2 is a required document and the original is marked as Ex.B8. The partition deed marked as Ex.A2 and Ex.B8 is a document



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meticulously prepared by dividing the entire properties of family except the property settled in favour of the grandson of Velappa Gounder through the plaintiff and the defendants 1 and 2 under Ex.B1. The properties dealt with under the partition deed are described as Joint Family Properties. Defendants 1 and 2 were allotted properties valued at Rs.20,00,000/- each. When as father and plaintiff were given joint a sum of Rs.25,000/-, the receipt of which is acknowledged. Father Velappa Gounder and the plaintiff did not get any other property. Simultaneously, the father executed the settlement deed. The partition deed contains 35 pages including the two places showing the properties allotted to first defendant and second defendant. In each page, the plaintiff and the other parties have signed the document. Properties purchased in the name of first defendant were also included in the partition.

15.In this case, fraud is alleged against the father of the plaintiff



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who is no more. The plaintiff was very cordial with her father and her brothers. However, there cannot be presumption that the defendants 1 and 2 and the father of the plaintiff were in fiducial relationship to dominate the will of the plaintiff. Further, the plaintiff was given in marriage to a well to be person having substantial properties of 20 Acres of lands and was working as Assistant Director in Agricultural Department. Her son has completed M.C.A. Therefore, the plaintiff was expected to have independent advise in the year 2006 when the Partition Deed was executed.

16. One of the reasons stated by the plaintiff for execution of the Partition Deed in that his father wanted the plaintiff to sign the document for availing financial assistance in connection with then brick kiln business. However, during the course of evidence, the plaintiff herself admitted that the business of brick chamber was closed in 2004, long prior to the partition. Therefore, the evidence of



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the plaintiff is contrary to the pleadings in the Plaint. As regards the plea of non est factum, it is not the case of the plaintiff that she is an illiterate lady. She has signed the document in English. The plaintiff says that she signed the document without knowing the character of the document. Hence, the burden lies on her to prove that the document was executed by her without knowing the contents therein.

17.The learned Senior Counsel appearing for the appellant relied upon a decision of this Court in the case of **K.Eshwaran v. S.Rajeshwari and others** in A.S.No.697 of 2004 dated 17.11.2022.

18.The plaintiff in that case averred that the Partition Deed was in Tamil language which could not be understood by the plaintiff, this Court having regard to the pleadings held that the plaintiff who is a party to the partition is bound by the document and that the plaintiff will not succeed in the suit for partition without a prayer to set aside



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the document. It was further observed by this Court that the burden lies on the plaintiff to prove that the Partition Deed was obtained by misrepresentation.

19. On the pleading of non est factor, this Court has held as follows:

"14. When the partition deed is challenged on the ground of fraud, misrepresentation and undue influence, there must be a specific prayer to set aside or cancel the instrument by paying Court fee for the value of property.

The plaintiff who has come forward with a prayer to ignore the registered instrument of partition has failed to explain how the plaintiff went to Registration office and signed before the Sub-Registrar. The first defendant in her written statement further stated that the



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properties allotted to the plaintiff as 'A' schedule properties in the partition deed were also sold by getting the signatures of plaintiff. Therefore the story of plaintiff and first defendant are unbelievable. After admitting that other defendants are in enjoyment of the suit properties, the plaintiff has filed the suit by paying fixed Court fee and by valuing the relief for declaratory relief at Rs.1000/-. This Court is in agreement with the finding of the trial Court that the declaratory relief without a prayer to set aside the partition deed cannot be granted especially when the plaintiff has admitted his signature in the document. The plaintiff cannot be permitted to seek a prayer now to set aside the instrument in view of limitation. The plaintiff is educated and carrying on business in the neighbouring State. He is the eldest son of Sri.K.A.Kandasamy and



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supposed to be the Head of family. This Court is unable to find any error or illegality in the findings of trial Court and its conclusion in dismissing the suit. There is no merit in the Appeal and hence this Appeal is dismissed. However, there is no order as to costs."

20.The learned counsel appearing for the plaintiff / first respondent relied upon the Judgment of the Hon'ble Supreme Court in the case of **Krishna Mohan Kul @ Mani Chran Kul and another v. Pratima Maity and others** reported in **(2004) 9 Supreme Court Cases 468**, wherein the Hon'ble Supreme Court dealt with a situation where the Settlement executed by a very old person whose age was given 106 years in the document. After recording the finding of the High Court that the Settlor was an illiterate person and was not in a proper physical and mental status, the Hon'ble Supreme Court held as follows:-



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"As has been pointed out by the High Court, the first Appellate Court totally ignored the relevant materials and recorded a completely erroneous finding that there was no material regarding age of the executant when the document in question itself indicated the age. The Court was dealing with a case where an old, ailing illiterate person was stated to be the executant and no witness was examined to prove the execution of the deed or putting of the thumb impression. It has been rightly noticed by the High Court that the courts below have wrongly placed onus to prove execution of the deed by Dasu Charan Kul on the plaintiffs. There was challenge by the plaintiffs to validity of the deed. The onus to prove the validity of the deed of settlement was on defendant No. 1. When fraud, mis-representation or undue influence is alleged by a party in a suit, normally, the burden is on him to prove such fraud, undue influence or misrepresentation. But, when a person is in a fiduciary relationship with another and the latter is in a position of active confidence the burden of proving the absence of fraud, misrepresentation or undue influence



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is upon the person in the dominating position, he has to prove that there was fair play in the transaction and that the apparent is the real, in other words, that the transaction is genuine and bona fide. In such a case the burden of proving the good faith of the transaction is thrown upon the dominant party, that is to say, the party who is in a position of active confidence. A person standing in a fiduciary relation to another has a duty to protect the interest given to his care and the Court watches with zealously all transactions between such persons so that the protector may not use his influence or the confidence to his advantage. When the party complaining shows such relation, the law presumes everything against the transaction and the onus is cast upon the person holding the position of confidence or trust to show that the transaction is perfectly fair and reasonable, that no advantage has been taken of his position. This principle has been engrained in Section 111 of the Indian Evidence Act, 1872 (in short the 'Evidence Act'). The rule here laid down is in accordance with a principle long acknowledged and administered in



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Courts of Equity in England and America. This principle is that he who bargains in a matter of advantage with a person who places a confidence in him is bound to show that a proper and reasonable use has been made of that confidence. The transaction is not necessarily void ipso facto, nor is it necessary for those who impeach it to establish that there has been fraud or imposition, but the burden of establishing its perfect fairness, adequacy and equity is cast upon the person in whom the confidence has been reposed. The rule applies equally to all persons standing in confidential relations with each other. Agents, trustees, executors, administrators, auctioneers, and others have been held to fall within the rule. The Section requires that the party on whom the burden of proof is laid should have been in a position of active confidence. Where fraud is alleged, the rule has been clearly established in England that in the case of a stranger equity will not set aside a voluntary deed or donation, however, improvident it may be, if it be free from the imputation of fraud, surprise, undue influence and spontaneously executed or made by the donor with



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his eyes open. Where an active, confidential, or fiduciary relation exists between the parties, there the burden of proof is on the donee or those claiming through him. It has further been laid down that where a person gains a great advantage over another by a voluntary instrument, the burden of proof is thrown upon the person receiving the benefit and he is under the necessity of showing that the transaction is fair and honest."

21.From a reading of the whole Judgement, it is seen that the Settlement Deed which was challenged before the Hon'ble Supreme Court executed on 11.07.1970 by a person who was more than 100 years of age. The settlor was paralytic and the mental and physical conditions were found to be not in order. The settlor was practically bedridden with paralysis and though his left thumb impression was stated to be affixed on the document, there was no witness who could substantiate that in fact he had put his thumb impression. Even in the



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document, namely, the Settlement Deed, the donor indicates the age to be 106 years. It was further indicated that the settlor was becoming lacklustre due to old age various ailments and other mental shocks in paragraph 5 of the judgment.

22.The Judgement relied upon by the learned counsel appearing for the respondents is therefore not applicable to the facts of this case where there is no pleading to indicate that the plaintiff was forced to sign or she was under the control or mercy of her father or brothers. In this case, the plaintiff was hale and healthy and never depending upon the father and the brother. When she was married to a highly placed Government Servant, the principles that was applied in **Krishna Mohan Kul @ Mani Chran Kul and another v. Pratima Maity and others** reported in (2004) 9 Supreme Court Cases 468 cannot be applied.



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23. Section 111 of the Indian Evidence Act reads as follows:

"111. Proof of good faith in transactions where one party is in relation of active confidence.—Where there is a question as to the good faith of a transaction between parties, one of whom stands to the other in a position of active confidence, the burden of proving the good faith of the transaction is on the party who is in a position of active confidence. Illustrations

(a) The good faith of a sale by a client to an attorney is in question in a suit brought by the client. The burden of proving the good faith of the transaction is on the attorney.

(b) The good faith of a sale by a son just come of age to a father is in question in a suit brought by the son. The burden of proving the good faith of the transaction is on the father.



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24.The term "good faith" is not defined under Section 111 or any other provision of the Indian Evidence Act. It may be useful to refer to Section 52 of the Indian Penal Code which reads as follows:-

"Section 52. "Good faith".—Nothing is said to be done or believed in "good faith" which is done or believed without due care and attention."

25.The expression "good faith" in criminal jurisprudence has a definite connotation. It has been held by the Hon'ble Supreme Court in **re,S.K.Sundaram, AIR 2001 SC 2374** that its import is totally different from saying that the person concerned has honestly believed the truth of what is said.



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26. Section 111 of the Indian Evidence Act, deals with Proof of good faith in transactions where one party stands to the other in a position of active confidence.

27. A person who is believed to be in active confidence by virtue of special circumstances or peculiar relationships is bound to protect the interests of the others. In this case, the plaintiff is the sister of the defendants. She is married and expected to have independent advice. Her father joining with her entered into a partition. Both father and the plaintiff did not take any property, but only a fixed sum of Rs.25,000/- each. The plaintiff is not a dependent of father or her brothers. This cannot be a presumption of undue influence as it is not even pleaded that the father was in a position to dominate her will. The pleading is fraud and misrepresentation. Therefore, the burden lies on her to prove her case.



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28. In the present case, the Partition Deed is a 35 page document and the plaintiff signed in each page. She had appeared before the Sub-Registrar. If a document is required only for availing loan for the business of the plaintiff's brother, it is not necessary to register a partition deed. The partition deed is acted upon by mutation of revenue records. It is difficult to accept the case of the plaintiff, especially, having regard to her economic status and she being the wife of a Government Servant, highly placed. The father also executed a settlement in respect of a property worth Rs.15 lakhs to his grand children including the son of plaintiff. The settlement deed is not challenged by any one. Therefore, it appears that the partition and settlement deed were executed by way of family arrangement as wisted by the father.

29. From the overall evidence available in this case, this Court finds that the plaintiff has miserably failed to establish that the



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document was signed by her without knowing its contents and believing the words of her father that the document was required to avail the loan in connection with the family business. During evidence, she deposed that her father did not give her any Jewels at the time of her marriage, but promised to give her a share in the properties. Her evidence cannot be believed in the light of specific pleading and evidence otherwise.

Point No.2:-

30.It is admitted that there is no prayer in the suit for partition challenging the Settlement Deed executed by the father in favour of his grandchildren. The suit was not filed originally including the properties covered under the Settlement Deed. The suit was originally filed excluding some of the properties covered by settlement deed executed by the father and the properties allotted to second defendants. Since the first defendant raised an issue that the



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suit is bad for partial partition, it appears that the other properties were also included. However, there is no prayer challenging settlement deed. Despite there is neither pleadings nor a prayer, the trial Court set aside the Settlement Deed under Ex.B.1 ignoring that the beneficiaries of the settlement are not parties. In these circumstances, the Judgment and Decree of the trial Court as regards the Settlement Deed is unsustainable.

Point No.3:-

31.The suit is filed for declaration to invalidate the document by paying the Court Fee under Section 25 (b) of the Tamil Nadu Court Fees and Suits Valuation Act. Having regard to the nature of the prayer in the suit and the fact that the plaintiff is a party to the Partition Deed under Ex.A.2, the suit ought to have been filed by paying the Court Fee under Section 40 and not under Section 25(d) of the Tamil Nadu Court Fees and Suits Valuation Act. The plaintiff who



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challenges the partition deed on the ground that it is vitiated by fraud and misrepresentation requires the document in which she is a party.

32. Therefore, the prayer that is sought for before the trial Court by paying the Court Fee under Section 25 of the Tamil Nadu Court Fees and Suits Valuation Act is improper.

33. In view of the conclusion rendered above, findings and the judgment of the trial Court are unsustainable and therefore, set aside. The suit O.S.No.27 of 2011 stands dismissed.

34. Accordingly, this Appeal Suit is allowed. There shall be no order as to costs in view of the relationship between the parties.

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35. The learned counsel appearing for the appellant seeks



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permission of this Court to withdraw the appeal in view of the Judgment in the connected appeal in A.S.No.1074 of 2012.

Permission is granted and the learned counsel has also made an endorsement to that effect. This Appeal Suit is dismissed as withdrawn. No costs. Consequently, connected Miscellaneous Petitions are closed.

(S.S.S.R., J.) (P.B.B.,
J.)
14.02.2023

Internet : Yes
Index : Yes / No
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To

1.The Principal District,
Namakkal.

2.The Sessions (Fast Track Mahila) Judge,
Namakkal.

3.The Section Officer,
VR Section, High Court,
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