IN THE HIGH COURT OF JUDICATURE AT MADRAS

Reserved on : 10.01.2023

Pronounced on : 03.03.2023

CORAM : JUSTICE N.SESHASAYEE

C.S.No.354 of 2011

Ravi .... Plaintiff

Vs

Dilipkrishna .... Defendant

Prayer : Civil Suit filed under Section Order IV Rule 1 of O.S.Rules read with Order VII Rule 1 of CPC., praying for a judgment and decree against the defendant :

(a) for a division of the suit properties into two equal shares and allot one such share to the plaintiff and put him in possession of the same insofar as plaint A-schedule property is concerned;

(b) to effect division of plaint A-schedule property is concerned by appointment of Advocate Commissioner with directions to provide all amenities for convenient enjoyment;

(c) for a permanent injunction restraining the defendant, his men, agents or any person acting through or under him from alienating or encumbering the plaint A-schedule property in any manner whatsoever;

(d) to award costs of the suit;

(e) such further or other relief.

For Plaintiff : Mr.Ashok Menon
for M/s.L.Jayakumar & Associates

For Defendant : Mr. Sarath Chandran for
M/s V. Raghavachari

JUDGMENT

The suit is laid for partition of one item of immovable property described in 'A' schedule to the plaint, and certain bank deposits described in 'B' schedule and other jewellery and movables in 'C' schedule.

2. The case of the plaint is as follows :

- The defendant herein is the younger brother of the plaintiff and both of them are sons of K.N.Govindarajan. According to the plaintiff, K.N.Govindarajan had a brother Srinivasan and they possessed ancestral properties. The plaintiff graduated himself in law and stated to be practising in Chennai. Both Govindarajan and Srinivasan began to alienate ancestral properties sometime in the year 1974 to 1977, with the consent of other coparcenors, and these alienations were facilitated by plaintiff, he being a lawyer, and the sale proceeds were divided between the parties.

- Govindarajan purchased 'A' schedule property vide sale deed dated 07.03.1977 and constructed a house therein and part of the cost towards construction was made out of the sale proceeds of the ancestral properties referred to above, and the balance consideration was invested by Govindarajan in M/s.Sundaram Finance. This investment is described in 'B' schedule property.
- Earlier, the plaintiff and others were living in the house constructed by Govindarajan described in 'A' schedule property. Later, in pursuit of his profession/avocation, the plaintiff had moved out of the said house.
- The defendant is a qualified medical practitioner, and taking advantage of the the fact that the plaintiff had moved out of the 'A' schedule property, he converted part of the suit property into a clinic for his medical practice, with a lab and pharmacy attached to it.
- Be that as it may, the plaintiff had purchased an apartment allotted by the Tamil Nadu Housing Board, but struggled to meet the instalments due payable to it. The defendant then proposed that the said

apartment be sold to one of his patients and accordingly, necessary transfer took place in the name of the purchaser, sometime in 2001. But, at the instance of the defendant, the settlement for the said purchase was made by Govindarajan, that he paid Rs.7.0 lakhs to the plaintiff.

- Govindarajan was suffering from parkinson disease and while his wife was ailing too, the plaintiff proposed to take them to his custody and care, which the defendant refused.
- In the meantime, the mother of the parties had passed away sometime in 2009. While so, parkinson disease was slowly consuming the health of Govindarajan and he lost substantially his power of vision, that he struggled to read or speak with clarity. And, on 01.08.2010, he died at the age of 92 years.
- After the demise of his father, the plaintiff came to know that sometime in March 2008, Govindarajan had executed a settlement deed as regards 'A' schedule property in favour of the defendant. It is apparent to him that the defendant had dominated the will of his father, prevailed upon him and caused him to execute the sale deed. According to the plaintiff, Govindarajan was affectionate to both his

sons and there was no reason to show bias in favour of the defendant. The settlement deed is hence illegal as it was executed by Govindarajan when he lost his legal capacity to execute the document. The 'A' schedule property valued around Rs.4.0 crores. This property was purchased by Govindarajan from and out of the nucleus of the joint family properties, and hence all the coparcenors including the plaintiff has a share in it. Hence, the settlement deed is incompetent in law.

- Turning to 'C' schedule properties, they are the jewelleries that belonged to the mother of the parties, and the defendant pretends ignorance about their availability.
- The plaintiff is entitled to an equal share in the suit property and hence laid the suit for partition, claiming half share in the suit property.

3. Refuting the contention of the plaintiff, the defendant has pleaded in his written statement as below :

- The suit is not maintainable as the parties have already partitioned the properties. The plaintiff's apprehension cannot be a ground for repeat action for partition again.

- Admittedly, the plaintiff is not in possession of the property and hence, the suit ought to have been valued under Section 37(1) of the Tamil Nadu Court Fees and Suits Valuation Act, 1955 for Rs.4.0 crores, which is the admitted vaule of A schedule property even according to the plaintiff.
- Govindarajan, the father of the parties was a successful advocate at Dharmapuri. Sometime in 1958, he purchased a piece of land for Rs.19,000/- and put up a small residential building. It is his self-acquisition. Later, in 1968-1970, Govindarajan constructed another house in Dharamapuri, and the family did not own any property which could help Govindarajan for him to earn any income for the purchase and construction of the building in these properties. They, on the other hand, are his self-acquisition.
- Further, Govindarajan and his brother Srinivasan owned some agricultural lands, and in 1972-1973, they sold part of the agricultural properties; and that Govindarajan had received Rs.28,753/- towards his share. To this, Rs.1,300/- should be added which the Government had paid him towards compensation for taking over a portion of the

property of Govindarajan and his brother, under Land Ceiling Act. To this, he added that a sum of Rs.40,000/- which he had earned from his professional income, was invested in company deposits.

- In 1974-1975, Govindarajan and his brother Srinivasan had jointly sold other landed properties that belonged to them, in which, Govindarajan had obtained his share of Rs.21,323/-. This apart, Govindarajan had also sold one of the houses that he had built, for Rs.45,000/-.
- Govindarajan had moved to Chennai and began practising here. As the need for having an establishment in Dharmapuri has ceased, he sold the first of the two building that he had constructed at Dharmapuri, on 20.09.1976 and moved to a rented premises at Mylapore in Chennai.
- While so, the site described in 'A' schedule was brought to auction by the Official Assignee attached to this Court, and Govindarajan had purchased the same for Rs. 35,995/-. It is his self-acquired property which is recited in the sale deed. Later, he had put up a construction there by spending Rs.59,000/- and the entire expenses were made from and out of his professional income.

- While so, in 1978-1979, partition of investments and other jewellery were made between the father, mother and his two sons. It may be mentioned that the father had invested the sale proceeds of the ancestral property and had never touched it.
- It is alleged that while the defendant was taking care of his parents, the plaintiff did not. In 1988, the defendant moved to Chennai, and as per his father's wish, he commenced his clinic in 'A' schedule property and the defendant paid rent to his father for the said occupation.
- The plaintiff has started a corrugated carton industry under the name and style of 'Magic Box' at SIPCOT Industrial Estate at Ranipet. For this purpose, the plaintiff obtained a bank loan, for which Govindarajan and this defendant stood as personal guarantors for the repayment of debts. The plaintiff due to his imprudent business practises could not mobilise funds to repay the debts he had obtained, and with considerable difficulty, the defendant and his father paid the same and got the guarantee discharged in 2006.
- Turning to the residential apartment which the Tamil Nadu Housing Board had allotted to the plaintiff, after paying few instalments, the

plaintiff defaulted in paying the instalment dues due to his financial difficulties. Yet again, Govindarajan bailed the plaintiff out of his financial difficulties and paid the balance instalments dues to the Housing Board. In 2001, the entire instalment dues to the Tamil Nadu Housing Board was paid.

- The plaintiff has ever been hungry for money. In 1997, the plaintiff had approached his father again for money, and as Govindarajan did not have the money so demanded, the plaintiff compelled Govindarajan to sell or mortgage the house property for him to tie over the financial difficulties. He therefore sold the property for Rs.45.0 lakhs, and paid Rs.15.0 lakhs to the plaintiff, even though he was under no obligation to pay the said sum.
- On 14.09.1997, a tri-party agreement was entered into between Govindarajan, plaintiff and the defendant. In terms of the agreement, plaintiff had received Rs.15.0 lakhs from the defendant and released his right over the 'A' schedule property in favour of the defendant, and an affidavit to this effect has also made by him before the notary public. Thus, Govindarajan had obtained absolute right over 'A' schedule property, and he has every right to deal with it the way he

intended and desirous.

- The plaintiff however, made some frivolous claims over the property and to silence him, Govindarajan required the defendant to pay Rs.7.5 lakhs to the plaintiff. Out of this, the defendant could pay only Rs.5.0 lakhs to the plaintiff initially, and the balance Rs.2.50 lakhs was paid to the plaintiff after the demise of his mother on 21.04.2009 by cash. For the receipt of this amount, the plaintiff has issued a receipt dated 21.04.2009 for Rs.7.0 lakhs. It may be stated that an additional amount of Rs.4.5 lakhs was paid to the plaintiff, only to purchase peace and to save his parents from harassment of the plaintiff.
- Govindarajan was fully conscious till his demise, and was aware of what he was doing. Indeed, between 16.02.1997 and 21.04.2009, the defendant had paid the plaintiff a sum of Rs.27.0 lakhs on six different occasions towards plaintiff's share.
- So far as 'B' schedule property is concerned, their father during his life time has withdrawn the money and has utilised it. So far as 'C' schedule property is concerned, the description is too vague.

Hence, the suit is liable to be dismissed and no relief was sought as regards 'B' and 'C' schedules of property.

4.1 The following issues are framed for consideration of trial :

1) *Whether the suit property is the self acquired property of Mr.KN.Govindarajan, the father of the plaintiff and the defendant?*
2) *Whether the suit properties are joint family property as alleged in the plaint?*
3) *Whether it is true that the plaintiff received Rs.15 lakhs from the defendant on 14.09.1997 and relinquished his right over plaint schedule 'A' property?*
4) *Whether the suit properties are liable to be partitioned as prayed for?*
5) *Whether the plaint is liable to be rejected on account of non-payment of requisite court fee?*
6) *Whether the claim of the plaintiff is barred by the law of limitation on account of his omission to challenge the validity of the settlement deed executed by Sri.K.N.Govindarajan?*
7) *To what other reliefs the plaintiff is entitled to?*

4.2 The dispute went to trial and during trial, the plaintiff examined himself as P.W.1 and he has produced Ext.P1 to Ext.P11. For the defendant, the defendant examined himself as D.W.1 and he has produced Ext.D1 to Ext.D17.

5. The learned counsel for the plaintiff argued:

- It is the case of the plaintiff that 'A' schedule property which Govindarajan had purchased assumed the character of ancestral property and not his personal property. Ext.D2 is the final decree dated 25.10.1950 passed in O.S.No.60 of 1948, wherein Govindarajan, the father of the parties herein and his brother Srinivasan were allotted certain properties. Under Exts.P1 to P7 sale deeds, dated between 1974 and 1976, both Govindarajan and Srinivasan had jointly sold few items of properties that they had obtained under Ext.D2 final decree. It cannot be disputed that the properties allotted to the share of Govindarajan in the final decree assumes the character of ancestral properties and hence the sale proceeds thereof necessarily would assume the character of ancestral property. It is in this backdrop, Govindarajan had purchased the vacant site in 'A' schedule property vide Ext.P8 sale deed dated 07.03.1977. This is around six months after Ext.P7 sale deed. Necessarily when the family is shown to have had ancestral property and also shown to have sale proceeds of the ancestral property, it can justly be presumed that the money so obtained is released for the purchase of a vacant site in 'A' schedule property vide Ext.P8.

- In this context, it is relevant to mention that, at the time when Ext.P8-sale deed was obtained, Govindarajan is said to have stopped his practice as could be seen from Ex.D8 - Communication from Govindarajan to Income Tax Department.
- The defendant has pleaded that on 14.09.1997, the plaintiff had released his share in the property, but this document was not produced. Indeed he would also plead that he had obtained 7/8th share in 'A' schedule property even in 1997, and consequent to the execution of Ext.D3 - settlement deed, he had become the absolute owner of the property. However, here it is necessary to indicate that Ext.D3 does not recite anything about the release deed dated 14.09.1997, as pleaded by the defendant.
- The defendant examined himself as DW1 and his cross examination

was concluded on 30.09.2021. Thereafter, he recalled himself and produced Exts.D6 to D17. Of them, Ext.D15 and D12 are certain receipts issued by the plaintiff for receipt of certain sums of money, but they were not confronted to the plaintiff when he was in the box.

- The defendant appears to be relying on Ext.D9, said to be a schedule attached to the Income Tax Returns dated 23.09.1996 of Govindarajan, but it bears no signature to prove conclusively that its contents are genuine and acceptable.
- According to Govindarajan, he has constructed another house some time in 1968 - 1970 but no details have forth come to establish the same.

Reliance was placed on the authority of the Delhi High Court in ***Sanjay Kaushish v. D.C.Kaushik and others*** [AIR 1992 Delhi 118 : (1992) DLT 414 : 1992 (1) ARBLR 242 Delhi]

6. In response, the learned counsel for the defendant argued :

- The vacant site in 'A' schedule purchased under Ext.P8 is a self-acquired property of Govindarajan and this is borne out by the evidence on record. It is true that Govindarajan and his brother Srinivasan have jointly sold few items of properties that they have obtained under Ext.D2 - Final Decree. Exts.P1 to P6 were executed between 27.05.1974 to 16.07.1976, and going by the sale consideration as mentioned in these sale deeds, Govindarajan's share would be Rs.11,957.50P, out of all the sales he had made. Two months after Ex.P6 sale deed, Govindarajan had sold his personal property vide Ex.P7 - sale deed dated 20.09.1976. The sale consideration received under the same was Rs.95,000/-. This is made clear vide his communication dated 23.09.1976 to the Income Tax Department and marked as Ex.D8 in the suit. In this communication Govindarajan has given an undertaking to the Income Tax Department that he wants to sell his self-acquired property in Dharmapuri for a sale consideration of Rs.95,000/- and undertakes to buy a property in Chennai for his residential purpose. Ex.D8 was written three days after the execution of Ext.A7 sale deed, and the vacant site in 'A' schedule property was purchased under Ex.P8, some six months thereafter. Since the property purchased under Ext.P8 assumes the character of personal property of Govindarajan, he is absolutely entitled to deal with the property in the way he intends. Indeed it is not the case of the plaintiff that the house in 'A' schedule property was not constructed by Govindarajan with his funds.

- So far as non-production of the document of Release Deed dated 14.09.1977 is concerned, this was confronted to the plaintiff during his cross-examination, but he denied. However since other answers elicited during cross-examination of PW1 coupled with the evidence that is available for establishing that the purchase made under Ext.P8 and the subsequent construction made therein were the personal asset of Govindarajan, it was not considered necessary by the defendant to produce the same.
- In this regard, it may also be pertinent to mention that in paragraph 26 of the written statement, the defendant has pleaded payment of Rs.27.00 lakhs in six instalments between 16.02.1997 to 21.04.2009 to the plaintiff. Of them, the plaintiff had admitted receipt of Rs.22.00 Lakhs in his cross-examination, that the first payment dated 16.02.1997 as alleged by the defendant was denied and Ex.D15 is the receipt pertaining to the payment of Rs.7.0 lakhs on 21.04.2009,

which he had admitted in his cross-examination. Exts.D6 and D7 are income tax assessment order dated 09.03.1959 and 13.08.1974 and they indicate that Govindarajan has been earning fairly well.

- Lastly, the plaintiff challenges Ext.D3 = Ext.P11 settlement deed dated 26.03.2008, on the ground that his father was incapacitated by Parkinson. But PW1 has admitted that he had received Rs.7,00,000/- on 21.04.2009 in his cross-examination which is few months subsequent to the settlement deed, and he has not produced any evidence worthy of consideration to establish the mental incapacity of his father to execute Ex.D3 - Settlement Deed.

Reliance was placed on the authority of the Hon'ble Supreme Court in ***Dhurandhar Prasad Singh vs. Jai Prakash University and Others*** [(2001) 6 SCC 534].

7. On evaluating the rival submissions, the issues 1 and 2 are principally critical for resolving the dispute on hand. The validity of Ext.D3 = Ext.P11 settlement deed dated 26.03.2008, partly hinged on the outcome of the decision to be made on them. After all if the property is ancestral in

character that is adequate enough to challenge the legality of the said settlement deed. But dehors it, the settlement deed still can be proved to be invalid in law, if the executant thereof is proved that the Parkinson's disease which Govindarajan was said to have been affected, had affected his mental capacity to execute a document. With this introductory note, the issues are now considered:

ISSUES 1 & 2:

8. This Court understands that late Govindarajan, the father of the parties was an Advocate and that he had his share of success at the Bar. He was initially practising in his native Dharmapuri and later shifted his practice to Chennai and migrated to Chennai for the purpose. Ext.D6 and Ext.D7 shows that he had been practising and earned adequate enough income out of his profession to pay income tax. Ext.D8 shows that he had stopped his practice and he was diligent enough to intimate the same to the I.T. Department. This set of evidence show that Govindarajan had made his own money and that the sale proceeds from the sale of ancestral properties covered under Exts.P1 to P6 is not the only source of his resources.

9. Govindarajan and his brother Srinivasan, had ancestral properties, which they chose to partition. A suit in O.S.No.60/1948, came to be instituted and a final decree too came to be passed as evidenced by Ext.D2, a certified copy of the said final decree, dated 25.10.1950. And, it is an indisputable fact that both Govindarajan and his brother chose to alienate the property that they had obtained under Ext.D2 final decree jointly, between 27.05.1974 and 20.09.1976. In all they have executed six sale deeds and the copies thereof are made available on record as Ext.P-1 to P-6. The sum total of the sale consideration that would have gone to the share of Govindarajan would be Rs.11,957/-. This is half of the total sale consideration received under all the six sale deeds.

10. The point is if A-schedule property is required to be treated as an ancestral property in the hands of Govindarajan, it is possible only if it could be established that the sale consideration paid for its purchase flows directly from Govindarajan's share of the sale proceeds obtained under Ext.P1 to Ext.P6? It may have to be stated that the site in this property was purchased by Govindarajan under Ext.P8, sale deed dated 07.03.1977 executed by the

Official Assignee of this Court, who came to be in control of a certain insolvent in I.P.No.35/1962. In the said sale deed, A-schedule property is described as C-schedule property and it was purchased for a consideration of Rs.35,995/-. It will be relevant to mention here that between the period, Ext.P6, last of the six sale deeds which Govindarajan had executed, and Ext.P8 under which Govindarajan had purchased A-schedule property, there was an another sale executed by Govindarajan and his wife. This sale deed is dated 20.09.1976, and is available on record as Ext.P7. The recital to this document gives a certain significant information.

11. Ext.P7 informs that Govindarajan had purchased a plot of land on 12.12.1955 in the name of his wife, where he had put up a building with the income from his profession. And vide Ext.P7 he sold this property to a third party for a total consideration of Rs.95,000/-. Since the plot was purchased by him in the name of his wife, she also joined him in executing Ext.P7 sale deed. This is also known from Govindarajan's communication dated 23.09.1996 (Ext.D8) to the Income Tax Officer, Krishnagiri. He also sought permission of the Income Tax Department to save tax on capital gain and also given an undertaking vide Ext.D8 that he intends to purchase a

property at Chennai out of the sale proceeds.

12. Now given the fact that Govindarajan could manage to obtain a mere Rs.11,957/- out of six sales between 1974 to 1976, it would be nigh difficult to imagine that the entire sale consideration for Ext.P8 could have gone only from the sale of these properties. And given the fact that he has made his professional income and also had the sale proceeds of Rs.95,000/- that he had obtained under Ext.P7, it is only more probable that the consideration necessary for purchase of A-schedule property vide Ext.P8 could have gone from his personal resources.

13. Therefore, this Court concludes that A-schedule property is the personal acquisition of Govindarajan, and Issues 1 & 2 are decided accordingly. This takes this Court to decide the other issues whether the property is liable to be portioned.

Issues 3 & 4 :

14. It is not in dispute that Govindarajan had executed the settlement deed in

favour of the defendant vide Ext.D3 = Ext.P11, dated 26.03.2008. The plaintiff alleges that his father, Govindarajan is not in the right mental frame to execute it, as his mental faculties were affected due to parkinson disease that he was suffering from. First, the plaintiff has not produced any evidence to show that Govindarajan was not in sound mental frame; that he did not lend his free consent when Ext.D3 settlement deed was executed. On the other hand, the defendant has established that after the execution of Ext.D3 settlement deed dated 26.03.2008, the same Govindarajan had given the plaintiff a sum of Rs.7,00,000/- on 21.04.2009, towards which he had given Ext.D15, receipt. Now what is significant here is that the plaintiff has not chosen to challenge Ext.D3, settlement deed. Inasmuch as A-schedule property is found to be the personal property or the self-acquisition of Govindarajan, the plaintiff cannot question his father's absolute right to deal with his property. In this regard, the defendant also seeks to establish that some Rs.27.0 lakhs has been paid to the plaintiff on various occasions and that the plaintiff had admitted the receipt of substantial part of the payment. This Court does not consider this very pertinent since the finding on the same is not going to affect the finding on the character of A-schedule property or the validity of Ext.D3 settlement.

15. So far as Issue No.3 goes, it is true that the defendant had pleaded about certain relinquishment and that it was not produced. This Court considers it necessary to enter a finding on the same, since dehors it, this Court has already found that Govindarajan had right to deal with this property, which he had validly done. So far as the bank deposits detailed in B-schedule is concerned, the same had been concluded by Govindarajan himself. And this is seen admitted in evidence. Turning to C-Schedule properties, Ext.D5 certificate shows that few items listed therein have been donated by Govindarajan even during his life time. When the defendant has denied the availability of movables described in the C-schedule, the burden is on the plaintiff to establish their availability. This burden was not discharged.

Issue No.5 :

16. This pertains to the valuation of the suit property. The suit is valued under Section 37(2) of the Tamil Nadu Court Fees and Suits Valuation Act, 1955, but on the date of the suit, indeed Ext.D3 settlement deed in favour of the defendant and his title can be traced only to the same. And this Court

having found that the plaintiff has no subsisting right in A-schedule property at any point of time, he can be treated as a co-sharer either and admittedly he is not in joint possession of the property. The suit is valued under Section 37(1) of the Act and not under Section 37(2).

Issue No:6

17. Even though the defendant had pleaded it, yet this point was not argued, and hence this Court does not consider it necessary to decide it.

18. To conclude, on every aspect involved in this suit, the plaintiff has failed to score a sustainable point to his credit. The suit is therefore dismissed, and in the circumstances of the case, there is no order as to costs.

03.03.2023

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

I. Witnesses :

Plaintiffs :	
P.W.1	G.Ravi
Defendants :	
D.W.1	G.Dilip Krishna

II. Exhibits :

Ext.P1	27.05.1974	Certified copy of sale deed executed by Mr.K.N.Srinivasan and Mr.K.N.Govindarajan in favour of Mrs.M.Rajalakshmi, W/o.N.C.Chellappan
Ext.P2	17.02.1975	Certified copy of sale deed executed by Mr.K.N.Srinivasan and Mr.K.N.Govindarajan in favour of Mr.V.Kirshnamoorthy
Ext.P3	03.06.1975	Certified copy of sale deed executed by Mr.K.N.Srinivasan and Mr.K.N.Govindarajan in favour of Ms.Alice Chandramathy
Ext.P4	06.03.1975	Certified copy of sale deed executed by Mr.K.N.Srinivasan and Mr.K.N.Govindarajan in fa our of Mr.K.Balan
Ext.P5	01.04.1975	Certified copy of sale deed executed by Mr.K.N.Srinivasan and Mr.K.N.Govindarajan in favour of Mr.K.N.Lakshmana Rao
Ext.P6	16.07.1976	Certified copy of sale deed executed by Mr.K.N.Srinivasan and Mr.K.N.Govindarajan in favour of Mr.N.Thiyagarajan
Ext.P7	20.09.1976	Certified copy of sale deed executed by Mr.K.N.Srinivasan and Mr.K.N.Govindarajan in favour of Mrs.R.Sarvalochana Ammal
Ext.P8	07.03.1977	Certified copy of deed of conveyance by the Official

		Assignee of Madras, assignee of the estate and effects of C.Rm.S.A.Muthiah Chettiar (insolvent) in favour of K.N.Govindarajan
Ext.P9	11.08.2009	Certified copy of consolidated advance advice for Interest Payments for the financial year 2009-2010 given by M/s.Sundaram Finance
Ext.P10	19.11.2010	Legal heirship certificate of Mr.K.N.Govindarajan
Ext.P11	26.03.2008	Certified copy of settlement deed executed by Mr.K.N.Govindarajan in favour of Mr.G.Dilip Krishna (D.W.1)
Defendants :		
Ext.D1	03.10.1950	Original Report of the Commissioner in final decree proceedings in I.A.No.409 of 1950 in O.S.No.60 of 1948 on the file of Sub Court, Salem.
Ext.D2	25.10.1950	Original final decree proceedings in O.S.No.60 of 1948 on the file of Sub Court, Salem.
Ext.D3	26.03.2008	Settlement Deed executed by Mr.K.N.Govindarajan in favour of Mr.G.Dilip Krishna (D.W.1)
Ext.D4		Greeting card sent by the parents of Mr.G.Dilip Krishna to him on 28.03.2009
Ext.D5	21.07.2011	Letter by the Trustees of Sri Vedentha Desikar Devasthanam showing the details of donations made by Mr. & Mrs.K.N.Govindarajan to the said Devasthanam
Ext.D6	03.09.1959	Income Tax Assessment order for the year 1958-59 of Mr.K.N.Govindarajan
Ext.D7	26.09.1973	Income Tax Assessment order for the year 1973-74 of Mr.K.N.Govindarajan
Ext.D8	23.09.1976	Letter sent to the Income Tax Officer, Krishnagiri by Mr.K.N.Govindarajan
Ext.D9		Income Tax Return for the year 1979-1980
Ext.D10	14.07.1997	Letter sent by the plaintiff to M/s.Indian Overseas Bank, Ranipet regarding release of guarantorship, with a copy marked to Mr.K.N.Govindarajan / Dr.Dilip Krishna
Ext.D11	23.08.1997	Reply letter by the Bank to M/s.Magic Box with a copy marked to Mr.K.N.Govindarajan and Dr.G.Dilipkrishna

Ext.D12	16.02.1997	Receipt for payment received by the plaintiff (G.Ravi) from the defendant (Mr.Dilipkrishna) for a sum of Rs.5.0 lakhs
Ext.D13	06.12.2000	Letter addressed to their parents by the plaintiff (signed as Babu) on the letterhead M/s.Magic Box
Ext.D14	07.09.2006	Letter addressed by the Bank to M/s.Magic Box intimating relieving Mr.K.N.Govindarajan and Dr.G.Dilip Krishna from personal guarantorship of M/s.Magic Box
Ext.D15	21.04.2009	Receipt by plaintiff towards receiving Rs.7.0 lakhs from his father Kr.K.N.Govindarajan
Ext.D16 series		Original Rent receipts
Ext.D17 series		Original Electricity Board Receipts

03.03.2023

N.SESHASAYEE.J.,

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Pre-delivery Judgment in
C.S.No.354 of 2011

03.03.2023