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IN THE HIGH COURT OF JUDICATURE AT MADRAS

Judgement Reserved on	:	20..11..2023
Judgement Pronounced on	:	19..12..2023

CORAM

THE HON'BLE MR. JUSTICE N.SATHISH KUMAR

Civil Suit No.420 of 2019

1. Vahit Nisha Begum
2. Moideen Jil Bihar

... Plaintiffs

-Versus-

- 1.A.Mohammed Abubucker
- 2.The Managing Director,
Housing Development Finance Corporation Limited,
2nd Floor, ITC Center,
No.760, Anna Salai,
Chennai 600 002.
- 3.The Manager,
Indian Overseas Bank,
Saligramam Branch,
Chennai 600 0093.

... Defendants



Suit filed under Order IV, Rule 1 of Madras High Court Original Side Rules r/w Order VII Rule 1 of CPC praying to pass a Judgement and decree (i) declaring that the decree and Judgement dated 15.02.2018 passed in O.S.No.5569 of 2016 on the file of the XII Assistant Judge, City Civil Court, Chennai, as null and void; (ii) granting an order of junction, restraining the defendants, their men, agents, servants or anybody claiming through them from alienating or encumbering the suit properties more fully described in the suit A, B and C Schedules; (iii) directing the 1st defendant to divide the suit properties described in the suit A, B and C Schedules by metes and bounds and to allot and delivery 2/3rd share of the suit properties to the plaintiffs; and (iv) directing the defendants to pay the costs of the suit.

*For Plaintiffs : Mr.M.V.Venkateseshan,
Senior Counsel for
Mr.V.V.Sathya*

*For Defendants : Mr.S.Parthasarathy,
Senior counsel for
Mr.R.Sasikumar for D1*

*Mr.V.V.Uthra &
Mr.V.Kadhirvelu for
M/s.K.J.Parthasarathy for D2*



JUDGEMENT

This suit has been filed by the plaintiffs praying for judgment and decree of (i) declaration declaring that the decree and judgment dated 15.02.2018 made in O.S.No.5569 of 2016 on the file of the XII Additional City Civil Court, Chennai, as null and void; permanent injunction, restraining the defendants, their men, agents, servants or anybody claiming through them from alienating or encumbering the suit schedule properties more fully described in A, B and C-Schedules in the plaint; and directing the 1st defendant to divide the suit properties described under A, B and C-Schedules in the plaint by metes and bounds and to allot and deliver 2/3rd share of the suit properties to the plaintiffs and for the costs of the suit.

2. Heard Mr.M.V.Venkataseshan, learned Senior Counsel for the plaintiffs and Mr.S.Parthasarathy, learned Senior Counsel for the 1st defendant and as well as Ms.V.V.Uthra and Mr.V.Kadhirvelu, learned counsels for the 2nd defendant.

3. The case of the plaintiff in brief is as follows: -

a) One R.Abubucker Rowther and his wife Fathima Beevi had five children. Their eldest daughter is Ragath Nisha and she died on 10.11.2014. The



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1st plaintiff is the 2nd daughter and the 2nd plaintiff is the youngest daughter.

One Ibrahim Rowther and his brother A.Abas Rowther @ Abbas Salim are the sons born to R.Abubucker Rowther. The said Ibrahim Rowther did not marry and he had come up in life and became a famous film producer in Tamil Cinema Industry. Late Ibrahim Rowther owned the suit properties. He died on 22.07.2015. During last hospitalization of late Ibrahim Rowther, the husbands of the plaintiffs alone were taking care of him along with the 1st defendant. As the plaintiffs are the residents of Madurai, the suit properties were put under the control of the 1st defendant. After the performance of all religious ceremonies of late Ibrahim Rowther, the members of the family had a talk about the division of the suit properties left behind by late Ibrahim Rowther. At that time, it was only the 1st defendant who made a false claim saying that Ibrahim Rowther had executed four different Gift Deeds (Hiba) in his favour on 23.04.2015. Under that pretext, the 1st defendant has obtained two letters from the plaintiffs on 05.03.2016. He also promised to pay a sum of Rs.1.00 crore each to the plaintiffs and he himself executed money receipt for the same promising to pay the said sum in installments. However, he did not keep his promise up and had paid only a Rs.55,000/- each to the plaintiff.



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b) It is the further case of the plaintiffs that, later on, they realized that they were misled and cheated by the 1st defendant and therefore, they sent a legal notice to the 1st defendant on 27.03.2019 calling upon him to accept for the division of the suit properties. The 1st defendant, however, sent a reply stating that late Ibrahim Rowther had given written Hiba on 23.04.2015. In the reply notice, the 1st defendant also took a stand that he had paid a sum of Rs.65 lakhs to each of the plaintiffs. Further, the 1st defendant had stated in his reply notice that he had obtained a decree of declaration ex parte against the plaintiff on 15.02.2016 in O.S.No.5569 of 2016 dated 15.02.2016 that he is the only legal heir of late Ibrahim Rowther. Such a declaratory decree was obtained by suppressing the existence of the sisters of late Ibrahim Rowther. Therefore, the declaratory decree obtained by the 1st defendant by playing fraud upon the court is null and void. Hence, this suit for declaration, partition and injunction.

c) The 1st defendant filed his written statement inter alia denying the averments made in the plaintiff. While admitting the relationship of the plaintiffs, 1st defendant contended that after having received a sum of Rs.65 lakhs each by the plaintiffs, the suit laid for declaration and partition is nothing but an abuse process of law. It is his further contention that late Ibrahim Rowther is the



paternal uncle of the 1st defendant. It was only the said Ibrahim Rowther who brought him up since his childhood. He only took care of late Ibrahim Rowther till his demise. In 2013 itself, late Ibrahim Rowther had expressed his intent of having a Will to be executed and registered, thereby bequeathing the properties described under A & B Schedule of the plaint in his favour. Accordingly, late Ibrahim Rowther had executed a Will dated 28.10.2013 in his favour and the same was also registered. The plaintiffs were aware of the execution of such Will. Thereafter, during the month of February 2015, late Ibrahim Rowther expressed his intention to gift the subject suit properties in favour of the 1st defendant and on 22.02.2015, in the presence of one M.Shakeel Ahamed and M.Ismail Unnisa and the plaintiffs herein he had declared that the subject properties were unconditionally gifted to the 1st defendant and the gift was accepted by the 1st defendant and thereafter, possession of the gifted properties were also taken by the 1st defendant. Thereafter, late Ibrahim Rowther himself felt that the said oral gift should be recorded in writing so that no dispute would arise in the future among the family members. In furtherance of the same, Record of Gifts (Hiba) dated 23.4.2015 were executed by the late Ibrahim Rowther recording the declaration of gift made on 22.02.2015. In fact, the



plaintiffs themselves admitted such gifts made by their late brother Ibrahim Rowther in favour of the 1st defendant by Deed of Undertaking dated 05.03.2016 and had received a sum of Rs.65 lakhs each. However, the plaintiffs have come forward with the present suit. Hence, it is the contention of the 1st defendant that the Gifts were validly executed and acted upon.

(d) In reply statement, the plaintiffs reiterated that they are entitled to 2/3rd share in the suit schedule property. The 2nd defendant is the secured creditor and the 1st defendant had created an equitable mortgage in respect of the immovable property belonging to Rowther Films. It is their stand that they are the secured creditors and they are entitled to proceed against the mortgaged property as per law.

4. Based on the above pleadings, the following issues have been framed for trial: -

1) Whether the judgment dated 15.02.2018 in O.S.No.5569 of 2016 on the file of the XII Additional City Civil Court, Chennai, is null and void?

2) Whether the plaintiffs are entitled to get the relief of permanent injunction as sought for in the plaint?



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3) Whether the 1st defendant is liable to divide the suit properties in the Schedules A, B and C by metes and bounds and to deliver 2/3rd share to the plaintiffs?

4) Whether the suit is barred under Section 34 of the SARFAESI Act?

5) Whether the plaintiffs have got any cause of action against these defendants?

6) Whether the plaintiffs are entitled for the costs of the suit?

7) To what other reliefs, the plaintiffs are entitled for?

5. After hearing the submissions on both sides, this Court re-casted the issues which are as follows: -

1) Whether the decree and judgment dated 15.02.2018 in O.S.No.5569 of 2016 on the file of the XII Additional City Civil Court, Chennai was obtained



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by playing fraud?

2) Whether the plaintiffs are entitled to partition of 2/3rd share in the suit schedule properties?

3) Whether the suit properties have been validly gifted to the 1st defendant by the donor?

4) Whether there was a valid Gift (Hiba) as pleaded by the 1st defendant?

5) To what other reliefs, the plaintiffs are entitled?

6. On the plaintiffs' side, the 1st plaintiff herself examined as P.W.1 and marked Ex.P1 to Ex.P8. On the side of the defendants, the 1st defendant examined himself as D.W.1 and one N.Santhanam has been examined as D.W.1 and M.Shakeel Ahamed has been examined as D.W.3. Ex.D1 to Ex. D27 have been marked on the side of the defendants.

7. The learned senior counsel for the plaintiffs would submit that the plaintiffs are the surviving sisters and also the existing legal heirs of the late Ibrahim Rowther and therefore, they are entitled to shares in the properties left



behind by their brother late Ibrahim Rowther, who died unmarried on 22.07.2015 and intestate. The 1st defendant is Ibrahim Rowther's brother's son and he would fall only in the category of residuary. Therefore, according to the learned senior counsel, the plaintiffs are entitled to 2/3rd share in the suit schedule properties left behind by their brother late Ibrahim Rowther. However, the 1st defendant had filed a suit before the City Civil Court suppressing the details of the existing legal heirs of late Ibrahim Rowther and claiming to be the sole legal heir of the late Ibrahim Rowther and had managed to obtain a declaratory decree with the object to get the revenue records mutated in his name. The very factum of suppression of existence of the other legal heirs viz., the plaintiffs herein, would go to show that the 1st defendant had bent upon only to create the documents and to knock out the properties of late Ibrahim Rowther. No whisper was made by the 1st defendant about the oral gifts (hiba) said to have been made by late Ibrahim Rowther on 02.02.2015 and the subsequent records of gift on 23.04.2015 in his earlier suit for declaration filed in the year 2016. Such a defence has been raised for the first time in the present suit. If there had been such declaration of gifts (hiba) in 2015, the 1st defendant would have pleaded the same in his earlier suit, but he had not done so. There is no explanation offered by the 1st defendant as to



why he did not make such a plea in his earlier suit. Therefore, it is the contention of the learned senior counsel that the plea of oral gifts (hiba) now pleaded in the present suit is nothing but an afterthought.

8. The learned senior counsel for the plaintiffs would further submit that declarations said to have been reduced in writing by the donor-Ibrahim Rowther were fabricated and they were created only for the purpose of the case. Even the declarations, which are now sought to be introduced, would make it very clear that gifts (hiba) were in respect of 1/2 share of late Ibrahim Rowther and therefore, the same cannot said to be valid in the eye of law. According to the learned senior counsel, there were no declaration by the donor and the 1st defendant has not established the acceptance of the alleged oral gifts (hiba) and also the delivery of possession of the properties. Therefore, according to the learned counsel, the plea of the 1st defendant that there were oral gifts (hiba) cannot be believed for the simple reason that the 1st defendant had suppressed the material fact in his earlier suit. The plaintiffs have clearly explained the circumstances under which they issued the letters in favour of the 1st defendant. In fact, the plaintiffs were misled by the 1st defendant to execute such letters and therefore, no legal sanctity can be attached to those letters.



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9. The learned senior counsel for the plaintiffs would further submit that the stamp papers for reducing the declarations in writing were purchased only in 2018, whereas the declarations were dated 23.04.2015 which would only go to show that it is a clear case of fabrication of documents. Further, according to him, the 1st defendant had not even signed the deed of declaration which would also make it clear that gifts were not accepted by the 1st defendant.

10. Lastly, the learned senior counsel for the plaintiffs further submitted that the very declaration of gifts (hiba) by the so-called donor – late Ibrahim Rowther were fabricated and forged one and hence, the plaintiffs are certainly entitled to declaration and partition of the suit schedule properties and also for permanent injunction as prayed for.

11. Per contra, the learned senior counsel for the 1st defendant would submit that the 1st defendant is a nephew of late-Ibrahim Rowther (Ibrahim Rowther's younger brother's son). The said Ibrahim Rowther died as bachelor. He was suffering from serious setback and he was taken care of only by the 1st defendant. The 1st defendant was, in fact, residing with the said Ibrahim Rowther from his age of 15 years. This fact was also not denied by the plaintiffs. All the



affairs of the said Ibrahim Rowther were taken care of only by the 1st defendant during his life time. The said Ibrahim Rowther had, in fact, declared his intention to gift the suit properties to the 1st defendant on 22.02.2015. The said oral gifts (hiba) were accepted by the 1st defendant. The delivery of possession of the properties was also taken by the 1st defendant. The plaintiffs had also executed declarations in this regard. This fact was in fact admitted by the plaintiffs themselves. After having executed such declarations and admitting the oral gifts (hiba) in favour of the 1st defendant and received a sum of Rs.1,30,00,000/- from the 1st defendant, now the plaintiffs cannot question the legality of the declaration deeds. The plaintiffs are estopped from denying the execution of declarations deeds admitting the oral gifts (hiba) made by late Ibrahim Rowther in favour of the 1st defendant.

12. The learned senior counsel for the 1st defendant would lastly contend that that the very stand of the plaintiffs that the stamp papers were purchased only in 2018 to reduce the gifts (hiba) into writing is incorrect and a cursory look at Ex.D.7, Ex.D.9, Ex.D.10 and Ex.D.12 would only go to show that the non-judicial stamp papers were purchased only in 2015. Ex.D.7, Ex.D.9, Ex.D.10 and Ex.D.12 were executed in the presence of the plaintiffs and D.W.3-M.Shakeel



Ahamed, one of attesting witnesses and M.Ismail Unnisa, the other attesting witness. D.W.3 who had subscribed his signatures as attesting witnesses, has clearly spoken about the execution which was not even denied by the plaintiff. The very admission of the plaintiffs in this regard would clearly go to show that the 1st defendant has been in possession and enjoyment of the gifted properties as absolute owner. When the intention of the donor-late Ibrahim Rowther to gift the properties orally to the 1st defendant, delivery of possession of the properties and acceptance of gifts have been established, the gifts (hiba) are complete and the plaintiffs having admitted the gifts made by her late brother cannot now deny the same. Mere fact that, earlier, the 1st defendant had filed a suit in O.S.No.5569 of 2016 on the file of the XII Assistant Judge, City Civil Court, Chennai, suppressing the existence of the other legal heirs of late Ibrahim Rowther viz., the plaintiffs herein and claiming to be the sole legal heir by itself cannot be a ground to disbelieve the gifts (hiba). The above said suit was, in fact, filed only at the instance of some of the officials and as a matter of fact, the 1st defendant was misled by the authorities at the time when he had approached the authorities concerned for mutation of his name in the revenue records. In any event, mere suppression of such facts in the earlier suit would not amount to playing fraud



upon the court and make the gifts per se invalid. Therefore, according to the learned senior counsel, the plaintiff cannot succeed in the suit and the suit is liable to be dismissed.

13. Let this court now consider the issues involved in the present suit in the light of the submissions made on either side and based on the oral and documentary evidence adduced on either side.

Issue No.1

14. It is relevant to note that relationship between the plaintiffs and the 1st defendant is not in dispute. The plaintiffs are the surviving sisters of late Ibrahim Rowther who died as bachelor on 22.07.2015. The said Ibrahim Rowther's elder sister-Ragath Nisha predeceased him on 11.11.2014. The younger brother of Ibrahim Rowther viz., Abas Rowther @ Abbas Salim is also no more. The 1st defendant is the son of Abbas Rowther @ Abbas Salim. These facts are also not in dispute. It is the admitted case of the plaintiffs as well as the 1st defendant. It is also relevant to note that plaintiffs being surviving sisters and the legal heirs of the late Ibrahim Rowther are entitled to shares in the properties, if any, left by their brother-late Ibrahim Rowther, who died as unmarried.

15. According to the 1st defendant viz., A. Mohammed Abubucker, he was



brought up by late Ibrahim Rowther from his young age. According to him, it was only he who had taken care of his paternal uncle late Ibrahim Rowther till his death. The 1st defendant had, admittedly, filed a suit in O.S.No.5569 of 2016 on the file of the XII Assistant Judge, City Civil Court, Chennai, seeking a declaratory decree, declaring that he is the sole legal heir of late Ibrahim Rowther. In the said suit, the District Collector and Tahsildar were made as defendants. In the said suit, the 1st defendant had pleaded that he was the only legal heir of the late Ibrahim Rowther. The said suit was filed on the premise that the Tahsildar, the 2nd defendant therein insisted upon the 1st defendant for production of legal heirship certificate from the court. In the above said suit, the 1st defendant had pleaded that he was the sole legal heir and based on said pleadings and the evidence both oral and documentary, adduced in the said suit, a decree was granted in favour of the 1st defendant herein as if he was the sole legal heir of the late Ibrahim Rowther. Ex.P.1 is the decree granted on 15.02.2018 in favour of the 1st defendant herein in O.S.No.5569 of 2016 by the learned XII Assistant Judge, City Civil Court, Chennai.

16. Be that as it may, the fact remains that there were other legal heirs in existence, however, the 1st defendant had managed to obtain a decree of



declaration in O.S.No.5569 of 2016 declaring as if he was the only legal heir of the late Ibrahim Rowther by suppressing the details of the existing legal heirs of late Ibrahim Rother, who are the plaintiffs herein. Though an explanation has now been given in the written statement by the 1st defendant that the he was misled by the authorities and only to effect mutation in the revenue records, he was required to suppress the particulars of the other legal heirs, the facts remains that the 1st defendant had obtained a decree of declaration that he was the only legal heir of the late Ibrahim Rowther by suppressing the particulars of the existing legal heirs, who are the plaintiffs herein. This, in the considered opinion of this court, is nothing but a clear case of suppression of material fact and the same would amount to fraud played on the court to get a declaratory decree. Therefore, this court is of the view that the decree and judgement dated 15.02.2016 in O.S.No.5569 of 2016 on the file of the XII Assistant Judge, City Civil Court, Chennai, obtained by the 1st defendant behind the back of the plaintiffs, who are also the legal heirs of late Ibrahim Rowther, to the effect that he was the only legal heir of late Ibrahim Rowther cannot be sustained in the eye of law. Thus, this issue is answered accordingly in favour of the plaintiffs and as against the 1st defendant.

**Issue Nos.2, 3 & 4:**

17. It is the specific case of the plaintiffs that after the final rituals of late Ibrahim was over, the 1st defendant had started making a false claim that late Ibrahim Rowther had made gifts (hiba) orally in his favour on 22.02.2015 in respect of the suit properties and subsequently, the donor had also executed Records of Gift on 23.04.2015 and under that pretext he had also obtained letters from the plaintiffs on 05.03.2016 promising to pay a sum of Rs.1.00 crore each to the plaintiffs. However, the 1st defendant had paid only a sum of Rs.55,000/- (Rupees Fifty Five Thousand only) to each of the plaintiffs. Therefore, according to the plaintiffs, the gifts (hiba) pleaded by the 1st defendant are not valid and therefore, the plaintiffs, being the sisters and existing legal heirs of late Ibrahim Rowther are entitled to sharers in the properties left behind by their late brother.

18. On the other hand, it is the specific case of the 1st defendant that late Ibrahim Rowther had gifted the properties described under the suit schedules except Item No.4 of B Schedule and C-Schedule, orally on 22.02.2015 and thereafter, he had also reduced the same into writing by way of records of gift on 23.04.2015. It is also the specific case of the defendants that oral gifts were made in the presence of the plaintiffs and two attesting witnesses. Similarly, two



separate records of gift were also made in the presence of the witnesses. The plaintiffs are also aware of the said gifts and the subsequently, they had also received a sum of Rs.65,00,000/- each (Rupees Sixty Five Lakh only) from the 1st defendant and executed a declaration individually admitting the oral gifts in favour of the 1st defendant in respect of the suit properties. Therefore, according to the 1st defendant, gifts were made in his favour and he had acted upon the same and pursuant to which, he has been in possession and enjoyment of the properties.

19. This court has carefully gone through the pleadings of either party in this regard as well as oral and documentary evidence adduced on either side. Indisputably, Ibrahim Rowther died as unmarried/bachelor. Admittedly, the plaintiffs are the surviving sisters and the existing other legal heirs of late Ibrahim Rowther and that the 1st defendant is the nephew (brother's son) of late Ibrahim Rowther. The said late Ibrahim Rowther had come up in his life on his own way. His perseverance and hard work in the cine field as Producer made him a famous producer in Tamil Cine Industry. He had produced very many films. He had purchased various moveable and immovable properties in his life time from and out of his self-earnings. These facts are also not in dispute on



either side. The plaintiffs were admittedly residing in Madurai during the life time of late Ibrahim Rowther. Late Ibrahim Rowther had shifted to Chennai at his young age and was residing in Chennai throughout his rest of life time. These facts have been vividly admitted by P.W.1 herself in her cross examination. It is also to be noted that the 1st defendant alone was residing with late Ibrahim Rowther right from his age of 15. This fact has also been vividly admitted by P.W.1 during cross-examination under question Nos.18 & 19. The further admission made by P.W.1 during her cross-examination that she did not even know the hospital where her brother late Ibrahim Rowther was admitted and being treated before his death would go to show that it was only the 1st defendant who was taking care of the health of Ibrahim Rowther till his death and, in fact, it was he (late Ibrahim Rowther) who had been taking care of the 1st defendant from his age of 15. It is further relevant to be noted that D.W.3-Shakeel Ahmed supported the version of the 1st defendant that he was brought up by late Ibrahim Rowther from the age of 15.

20. Be that as it may, it is not disputed by the plaintiffs as well as the 1st defendant that the suit properties, except Item No.2(b) of B-Schedule, were self acquired properties of late Ibrahim Rowther and Item No.2(b) of the B-Schedule



was settled on him by his mother. It is the specific case of the 1st defendant that the suit schedule properties were settled orally in his favour of him by late Ibrahim Rowther on 22.02.2015 in the presence of the plaintiffs as well as the attesting witnesses.

21. D.W.1, the 1st defendant, has spoken about the presence of the plaintiffs at the time of oral gifts on 22.02.2015. This testimony of D.W.1, the 1st defendant about the presence of the plaintiffs at the time of oral gifts made by the late Ibrahim Rowther was not even disputed by the plaintiffs during cross-examination of D.W.1 and further not even a suggestion was made to D.W.1 in this regard.

22. D.W.3 in whose presence the donor late Ibrahim Rowther had orally gifted suit schedule properties and one of the attesting witnesses to Ex.D.7, Ex.D.9, Ex.D.10 and Ex.D.12-Records of Gift by the donor, has also stated that on 22.02.2015 in the presence of himself, one Ismail Unnisa and the plaintiffs, late Ibrahim Rowther had orally declared that the suit properties are unconditionally gifted to the 1st defendant and the same was accepted by the 1st defendant. D.W.3 is none other than the co-brother of Mansur Ambalam, the nephew of late Ibrahim Rowther. There was no reason for him to give false



evidence against the plaintiffs. No motive whatsoever has also been established nor even a suggestion was put to D.W.3 during his cross examination by the plaintiffs. His evidence that on 22.02.2015 late Ibrahim Rowther orally gifted the undivided half share in properties described under Item No.1 and the entire property in Item Nos.2(a), 2(b) and item No.3 of B Schedule to the 1st defendant through Ex.D.7, Ex.D.9, Ex.D.10 and Ex.D.12 Gift Deeds (Hiba) was not even disputed during the cross-examination of D.W.3. D.W.3 has also spoken about the record of gifts (hiba) which were subsequently reduced into writing on 23.04.2015. This was also not seriously disputed by the plaintiffs in the cross examination of D.W.3. When D.W.3 was confronted during his cross-examination as to whether late Ibrahim Rowther was hale and healthy at the time of oral gifts and subsequent execution of records of gift under Ex.D.7 and Ex.D.9, his answer was to the effect that late Ibrahim Rowther was hale and healthy at the time of execution of Ex.D.7, Records of Gift (Hiba) in favour of the 1st defendant. D.W.3 has stated that suit properties were orally gifted to plaintiff. That part of evidence P.W.3 was not shaken in cross examination. On perusal of Ex.D.7, Ex.D.9, Ex.D.10 and Ex.D.12-Records of Gift, they would make it clear that the donor himself executed written documents confirming the



oral gifts in respect of 1/2 share in item No.1 of B-Schedule, entire property in Item No.2(a), 2(b) , Item No.3 of B-Schedule. Thus, the evidence of D.W.3 regarding oral gifts and execution of records of gift under Ex.D.7, Ex.D.9, Ex.D.10 and Ex.D.12 was not at all shattered during his cross examination by the plaintiff.

23. D.W.2-Santhanam was admittedly the Manager of late Ibrahim Rowther. He has clearly deposed in his evidence that Ibrahim Rowther had declared his intention to gift the properties in favour of the 1st defendant on 22.02.2015 in the presence of one M.Shakeel Ahamed (D.W.3), M.Ismail Unnisa and the plaintiffs. The said evidence of D.W.2 was also not seriously disputed during his cross examination by the plaintiffs. The fact that D.W.2 was the manager of Ibrahim Rowther was also not disputed during his cross examination though it was denied in the plaint. It is also seen that, in fact, D.W.2 was also present at the time of execution of Ex.D.7, Ex.D.9, Ex.D.10 and Ex.D.12 by late Ibrahim Rowther in favour of the 1st defendant.

24. This court has carefully perused Ex.D.7, Ex.D.9, Ex.D.10 and Ex.D.12-Records of Gift. They make it clear that the donor late Ibrahim Rowther orally gifted the properties described under Item No.2(a), 2(b), 3 of B-Schedule and



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1/2 share in suit Item No.1 of B-Schedule on 22.02.2015 and subsequent to the same, the donor himself had executed (i) Ex.D.7 Record of Gift (Hiba) in favour of the 1st defendant in respect of undivided half share in Item No.1 of the property described under suit B-Schedule which is a house property measuring 1890 square feet bearing D.No.11-A, New No.1, Vedavalli Street, Saligramam, Chennai 600093 and the remaining ½ share was gifted to Mansur Ambalam and Rahila Fathima; (ii) Ex.D.9 Record of Gift (Hiba) in favour of the 1st defendant in respect of Item No.2(a) of the B-Schedule which is a vacant site bearing D.No.149, 100 Feet Road, Jawaharlal Nehru Salai, Arumbakkam, Chennai 600106 measuring an extent of 2 grounds and 1200 square feet comprised in TS.No.15/11, Block No.1 of Puliur Village in Chennai; Ex.D.10-Record of Gift (Hiba) in favour of the 1st defendant in respect of land measuring 2 grounds comprised in T.S.No.15/11 Block No.1 of Puliur village situated at Plot No.16, 100 Feet Road, Jawaharlal Nehru Salai, Chennai and half share over building at D.No.149 consisting of basement, ground plus four floors together with compound wall, borewell and electrical connections; and Ex.D.12-Record of Gift in favour of the 1st defendant in respect of land and building at Plot No.5 (part), Thirukkumarapuram II Cross Street, Puliur, land measuring an extent of 12145



square feet situated at T.S.No.21/2, Block No.1, Puliur Village, Egmore-Nungambakkam Taluk. D.W.3 was one of the attesting witnesses to Ex.D.7, Ex.D.9, Ex.D.10 and Ex.D.12-Records of Gifts. He has spoken about the oral gifts made by late Ibrahim Rowther and the subsequent execution of Ex.D.7, Ex.D.9, Ex.D.10 and Ex.D.12-Records of Gift (Hiba) by late Ibrahim Rother. His chief-examination in the form of proof affidavit was not at all shattered during his cross examination by the plaintiffs. Thus, the evidence of D.W.3 about oral gifts and execution of Ex.D.7, Ex.D.9, Ex.D.10 and Ex.D.12 by late Ibrahim Rowther discussed as above would clearly establish on record the execution of records of gifts. D.W.2 has also spoken about the intention of the donor to gift his properties and the subsequent execution of records of gift. Though D.W.2 and D.W.3 were cross examined at length, no materials were brought on record by the plaintiffs to disbelieve Ex.D.7, Ex.D.9, Ex.D.10 and Ex.D.12.

25. Though the arguments of the learned senior counsel for the plaintiff that had these documents been in existence on 23.04.2015 as alleged by the 1st defendant, then, the 1st defendant would have produced the same in the suit which he had filed earlier before the City Civil Court and therefore, non-



production of Ex.D.7, Ex.D.9, Ex.D.10 and Ex.D.12 and the absence of pleadings regarding the same in the earlier suit would itself constitute a suspicious circumstance to indicate that they were forged and created for the purpose of the present suit to thwart the claim of the plaintiffs for partition of the suit properties, appear to be attractive, this court is unable to accept contentions of the learned senior counsel for the plaintiffs.

26. Next an interesting argument was made by the learned senior counsel for the plaintiffs about the date of execution drawing attention of this court with respect to the date of purchase of non-judicial stamp papers that stamp papers were purchased actually on 23.04.2018, however Ex.D.7, Ex.D.9, Ex.D.10 and Ex.D.12 Records of Gift (Hiba) were antedated viz., dated as 23.04.2015. In this regard when a suggestion was made to D.W.1, the 1st defendant, during his cross examination by the plaintiff's counsel, he had stated that stamp papers for execution of Ex.D.9, Ex.D.10 & Ex.D.12 were purchased only on 23.04.2015. On perusal of the above documents, this has court found that stamp papers were in fact, purchased only on 22.04.2015 and not on 23.04.2018. It would be relevant to reproduce the verbatim questions put to D.W.1 and his answers to the questions as under:-



“Q.39: The date of purchase of stamp paper of Ex.D.7 is dated 22.04.2015, is it correct?

Answer: Yes.

Q.NO.53: According to me, at the same time, in Ex.D.7 the date is clearly mentioned that 23.04.2015?

A: Yes, in which he has written correctly.”

Thus, the evidence of D.W.1 coupled with a cursory look at the stamp papers, this court has found that serial numbers printed on stamp papers and serial number maintained by the stamp vendor and the date written by the stamp vendor would only establish the fact that stamp papers were purchased only on 22.04.2015 and not on 23.04.2018 as projected by the plaintiffs.

27. It is relevant to note that under Ex.D.17 & Ex.D.19 both the plaintiffs had clearly affirmed that their brother had gifted the properties orally in favour of the 1st defendant. Under Ex.D.17 and Ex.D.19 there were reference made clearly about the Records of Gift pursuant to the oral gifts made by late Ibrahim Rowther in respect of his properties in favour of the 1st defendant. The plaintiffs have also affirmed that, apart from the 1st defendant, one Mansur Ambalam, Rahila Fathima were also the beneficiaries of oral gift in respect of the properties



situated in Madurai and undivided $\frac{1}{4}$ share in suit item No.1 of the B-Schedule.

The recitals in Ex.D.17 & Ex.D.19 make it very clear that the plaintiffs had, in fact, affirmed the oral gifts made in favour of late Ibrahim Rowther's eldest sister's son viz., Manur Ambalam and late Ibrahim Rowther's younger brother's daughter viz., Rahila Fathima. Though it is stated in the plaint that two letters were obtained from the plaintiffs on 05.03.2016 by the 1st defendant under the pretext that he would pay Rs.1.00 crore each to the plaintiffs, the specific case of the plaintiffs as pleaded in the plaint is that they were paid only a sum of Rs.55,000/- each. In this regard, a careful perusal of the evidence adduced on either side make it clear that the contention of the plaintiffs that they had received only a sum of Rs.55,000/- each is absolutely false. The plaintiffs had, in fact, received a sum of Rs.65.00 lakh each from the 1st defendant. This fact has been established on record and payments were made by way of cheques. The photocopies of the cheques have been filed under Ex.D.14 (series – 6 Nos.) and Ex.D.15 (series – 5 Nos.). Under Ex.D.16-Receipt, the 1st plaintiffs herself had acknowledged the receipt of such payment and under ExD.18-Receipt, the 2nd plaintiff herself had acknowledged the receipt of such payment. D.W.2, who was also present during such payments, has spoken about such payments made by the



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1st defendant to the plaintiffs. His evidence regarding payment of Rs.65.00 lakhs made by the 1st defendant to each of the plaintiffs was not at all shattered during his cross examination by the plaintiff and the payments have also been proved through Ex.D.16 and Ex.B.18 Receipts. P.W.1 in her cross examination has admitted that both she and the 2nd plaintiff received a sum of Rs.1.30 crore from the 1st defendant. Even in the chief examination in the form of affidavit the 1st plaintiff had admitted that she and the 2nd plaintiff had received a sum of Rs.65.00 lakhs each from the 1st defendant. As already discussed, execution of Ex.D.17 & Ex.D.19-Declaration Deeds were not at all disputed by the plaintiffs and the execution of the same stood proved and established in law by the evidence of D.W.1, D.W.2 and D.W.3. As there was no material or explanation brought on record by the plaintiffs to dislodge the oral gifts followed by records of declaration, the contention of the plaintiffs that those documents came into existence under misrepresentation cannot be countenanced.

28. The very contention of the plaintiffs that they had received a sum of Rs.55,000/- each itself has been proved to be false. On the other hand, it has been proved by the 1st defendant that the plaintiffs had received a sum of Rs.1.30



crores in all through Ex.D.16 and Ex.D.18 and the admission of the 1st plaintiff.

P.W.1 is not an illiterate. She herself admitted during her cross examination that she could read and write English and she used to put her signatures in English. When the plaintiffs who were capable of reading and understanding English subscribed their signatures knowing the contents in the deeds written in English very well, more particularly, admitting the transactions among the family members and the oral gifts, they are certainly estopped from denying the oral gifts in favour of the 1st defendant.

29. It is relevant to note that the 1st defendant was all along residing with late Ibrahim Rowther from his age of 15 and after he had grown up, Ibrahim Rowther fell sick, it was only he who had taken care of late Ibrahim Rowther till his death. Though the plaintiffs are the sisters of late Ibrahim Rowther they were, admittedly, away from late Ibrahim Rowther. The 1st plaintiff who was examined as P.W.1 has admitted that she did not know the hospital where her brother Ibrahim Rowther was admitted and taking treatment. This admission made by P.W.1 would clearly go to show that both the plaintiffs were not in a cordial term with their brother. Therefore, it is more probable to accept the case of the 1st



defendant that he was residing from the age of 15 with late Ibrahim Rowther and it was only late Ibrahim Rowther who had brought him up. The subsequent conduct of the parties had, in fact, affirmed the same. The plaintiffs themselves executed Ex.D.17 and Ex.D.19 admitting the oral gifts made by late Ibrahim Rowther in favour of the 1st defendant and others. Having made such a positive admission in writing, they are estopped from denying their execution of Ex.D.17 and Ex.D.19.

30. Insofar as suit A-Schedule property is concerned, though it is stated in the plaint schedule that the property consisting of Ground Floor, First Floor and Second Floor constructed on land measuring approximately 550 square feet comprised at Old Door No.80-A, New Door No.225, South Perumal Maistry Street, South Gade, Madurai 625 001, it could be seen from the sale deed dated 04.07.1985 executed by Basha Saheb in favour of A.S.Ibrahim Rowther vide Doc No.2619 of 1985 marked under Ex.D.3 that land in suit A-Schedule property measures only 375 square feet. The plaintiffs themselves admitted in the plaint that 1st defendant has been in possession and enjoyment of A-Schedule property and has been getting rental income from the same. According to the 1st defendant, this property was also a part of oral gift made by late Ibrahim



Rowther. As already discussed supra, oral gift by itself is valid in Mohammedan Law. P.W.3 has, as already discussed, spoken about the oral gift in respect of this property also. Though, there was no specific record of gift (hiba) was made in respect of suit A-Schedule property, subsequent documents viz., Ex.D.17 and Ex.D.19-Declaration Deeds, executed by the plaintiffs 1 and 2 respectively would go to prove the oral gift made by Ibrahim Rowther in respect of suit A-Schedule as well. Therefore, A-Schedule property is also not available for partition.

31. On a careful perusal of the entire evidence, this court finds that there was no explanation whatsoever was brought on record. Therefore, this court must necessarily conclude that the plaintiffs themselves have admitted the oral gifts. There was no valid explanation from the plaintiffs as to why they had received such a huge sum of Rs.65.00 lakhs each from the 1st defendant and in fact, they had suppressed the receipt of such amounts from the 1st defendant in the plaint. This fact cannot be ignored altogether to assess the conduct of the parties. It is also relevant to note that the 1st defendant has also filed documents to show that the entire properties gifted have been in his possession. He has proved that he has



been in enjoyment of the properties by letting out the properties to third parties for rent and collecting rents from the tenants. Besides the 1st defendant had also dealt with item Nos.3 and 4 of the suit B-Schedule by creating equitable mortgage for the loan availed by him with the 2nd defendant private financial institution. This fact would also clearly indicate that the gifts were acted upon.

32. The very execution of records of gift made by late Ibrahim Rowther would indicate that possession of the properties was delivered to the 1st defendant on 22.02.2015 itself and gift was acted upon by the donee and there had been an intention for the donor to have divested the properties by way of gift to the 1st defendant.

33. Thus, all the ingredients viz, declarations of gift by donor, acceptance of such gifts by the donee and the delivery of possession of gifted properties have been validly proved by the 1st defendant. The evidence of D.W.1, the 1st defendant, and the attesting witnesses viz., D.W.3 clinchingly prove the fact that there was a declaration by the donor. That apart, the donor late Ibrahim Rowther himself executed Ex.D.7, Ex.D.9, Ex.D.10 and Ex.D.12-Records of Gift and the execution of the same has been proved through the evidence of D.W.3. D.W.3 is



in fact a relative of both the plaintiffs and the 1st defendant. Further, these documents also prove that possession of the properties gifted was taken over by the donee (1st defendant). Ex.D.4 and Ex.D.5 have been filed to show that the 1st defendant has been in possession and enjoyment of the properties gifted to him by late Ibrahim Rowther by letting out the properties for rent and collecting rent from the tenants.

34. Be that as it may, the fact remains that the entire properties left behind by late Ibrahim Rowther were subject matter of oral gift and as already discussed above, the oral gifts has been validly established by the 1st defendant. The plaintiffs have, taking advantage of the situation, received a huge amount from the 1st defendant and thereafter came forward with the present suit.

35. Considering all the above, this court is of the view that mere fact that the 1st defendant had obtained a decree of declaration to mutate the revenue records suppressing the particulars of the other legal heirs of late Ibrahim Rowther cannot be a ground to non-suit the validly executed Gifts (Hiba) by the donor late Ibrahim Rowther himself which have also been established on record. In such view of the matter, when the ingredients of oral gift viz., declaration of



gifts by the donor, acceptance of the gifts by the donee and delivery of possession have been established, it has to be necessarily held that gifts are complete as per the Muslim Law. **Thus, this court is of the view that the 1st defendant has succeeded in his defence insofar as gifts (hiba) are concerned that he became the owner of the properties described under item Nos.1(a), 1(b), 2 and 3 of B-Schedule by way of oral gifts (hiba) and as per Declaration Deeds Ex.D.7, Ex.D.9, Ex.D.10 and Ex.D.12 and insofar as A-Schedule is concerned by way of oral gift.**

36. The evidence available on record would clearly indicate that not only in favour of the 1st defendant but also half of the share in the properties were gifted 1/4 share to Mansur Ambalam (son of Ragath Nisha & Abdul Gattor – Ragath Nisha is the own sister of late Ibrahim Rowther) 1/4 share to Rahila Fathima (own sister of the 1st defendant and niece of late Ibrahim Rowther). The other beneficiaries who were just and necessary to the suit proceedings for proper adjudication were not made as party defendants. When the plaintiffs themselves admitted in an unequivocal term about the gifts in favour of the 1st defendant and others and derived benefit from the 1st defendant, the plaintiffs are estopped from disputing the oral gifts (hiba). **Therefore, late Ibrahim Rowther himself gifted**



A-Schedule and item No.1(a), 1(b), 2 and 3 of suit B-Schedule in favour of the 1st defendant and thus, they are not available for partition.

37. As far as Item No.4 of suit B-Schedule property is concerned, it is a landed property measuring 4 grounds bearing Plot No.5 part and situated in S.No.9, T.S.No.21, Block No.1 at Puliur Village, Arumbakkam, Chennai, Egmore-Nungambakkam Taluk. Late Ibrahim Rowther was the Manager direction of the Company. This property as purchased under Ex.D.13 vide Doc.No.4684 of 1996 dated 25.01.1996 by late Ibrahim Director as Managing Director of Abhu Prabha Builders Private Limited. This property stands in the name of company styled as Abu Prabha Builder Private Limited, having its office at No.14, Rajabathar Street, Madras 600 017.

38. So far as suit C-Schedule property is concerned, there are items. First one is a film production company styled as “Rowther Films Private Limited” situated at No.149, 3rd Floor, Jawaharlal Nehru Street, 100 Feet Road, Arumbakkam, Chennai 600106. This property includes copy rights, negative rights of films together with all electronic rights past and future rights that may come into existence including distribution rights sanding in the name of Rowther Films Private Limited; second is M/s.Subam Mahal, a Kalyana Mandapam



situated at No.149, 1st and 2nd Floor, Jawaharlal Nehru Street, 100 Feet Road, Arumbakkam, Chennai 600 106; and third one is M/s.NPL Motors Private Limited, a tenant occupied in the Ground Floor of Building No.149, 2nd Floor, Jawaharlal Nehru Street, 100 Feet Road, Arumbakkam, Chennai 600106.

39. Though P.W.1, the 1st plaintiff in her cross examination denied that item No.4 of the B-Schedule Property belonging to Abu Prabha Builders Private Limited and claimed that the same stood in the name of late Ibrahim Rowther, the documents produced on the side of the 1st defendant is otherwise. This item was purchased under Ex.D.13-sale deed in the name of company.

40. According to the learned senior counsel for the 1st defendant these items of properties are that of different private limited companies and that the directors of the companies who are necessary just and necessary parties were not impleaded as party defendants in the plaint and therefore, on the ground of non-joinder of party the suit in respect of the above said properties is liable to be dismissed.

41. Though the plaintiffs pleaded that suit item No.4 of B-Schedule property and the entire C-Schedule property were the absolute properties of their



brother late Ibrahim Rowther, the recitals in Ex.D.13 are otherwise which state that late Ibrahim Rowther purchased the suit item No.4 of B-Schedule in the name of Abu Prabha Builders Private Limited. When a suggestion was put to P.W.1 during her cross examination the the said property belonging to the company, the answer was that she did not know about the same.

42. Ex.D.20 is the Certificate of Incorporation of Rowther Films Private Limited. Late Ibrahim Rowther and Mohamed Mansoor are the Directors of M/s.Abu Prabha Builders Private Limited. Late Ibrahim Rowther was the Managing Director of the company. Subsequently, one Dheenadhayalan was inducted as a Director of the company by resolution dated 08.06.2015. Ex.D.21 is the resolution of the Board of Directors of the Abu Prabha Builders Ex.D.22 is a downloaded copy of Form DIR-12 which would go to show that the particulars of appointment of Dheenadhayalan as one of the Directors. It is seen from Ex.D.23 that after the death of late Ibrahim Rowther, on 21.07.2015, the 1st defendant was also appointed as one of Directors of M/s.Abu Prabha Builders Private Limited.

43. Thus item No.4 of B-Schedule and entire C-Schedule property were not the absolute properties and they are of two different companies.



The assets and liabilities of a company cannot be a subject matter of a partition without necessary parties. The issues Nos.2 to 4 are answered accordingly against the plaintiffs.

Issue No.5:-

44. Though the plaintiff is entitled to a decree of declaration that the decree and judgment dated 15.02.2018 made in O.S.No.5569 of 2016 by the learned XII Assistant Judge, City Civil Court, Chennai is not binding on them and the same is null and void, they are not entitled to partition as prayed in the suit since oral gifts (hiba) has been established on record.

45. During arguments, when this court had pointed out that when there was an agreement of undertaking made by the 1st defendant to pay a sum of Rs.1.00 crore each to the plaintiff, why the 1st defendant had not kept up his promise and had paid only a sum of Rs.1.30 crore to the plaintiffs, the learned senior counsel appeared on behalf of the 1st defendant fairly submitted that the remaining sum of Rs.70.00 lakh to plaintiffs would be paid to them.

46. In view of the fair submission made by the learned senior counsel appeared on behalf the 1st defendant, this court while dismissing the suit, directs the 1st defendant to pay a sum of Rs.70.00 lakh to the plaintiffs within a period of



two months from the date of receipt of a copy of this judgment. This issue is answered accordingly in favour of the plaintiffs to the extent indicated above.

47. Since there were mortgage created by the 1st defendant in respect of Item Nos. 3 and 4 of the suit B-Schedule, the 2nd defendant financial institutions has been arrayed as party defendant. However, no relief has been sought as against them by the plaintiffs. Hence, the 2nd defendant in the considered opinion of this court not a necessary party and the suit against it is liable only to be dismissed.

48. Insofar as 3rd defendant is concerned since, late Ibrahim Rowther had a deposit of Rs.2.00 crore with the 3rd defendant bank, the 3rd defendant bank has been arrayed as party defendant. However, no specific details with regard to the alleged deposit of Rs.2.00 crore has been pleaded nor documentary evidence has been produced. Further no relief was also sought in the plain in this regard. Therefore, this court is of the considered view that the 3rd defendant is also not a necessary party to the suit and the suit against it is also liable to be dismissed.

49. In view of the discussion made above, the plaintiff is not entitled for any other relief except the declaratory relief in respect of the decree and judgment obtained by the 1st defendant. This issue is answered accordingly.



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In the result, suit is partly allowed in respect of declaration and the judgment and decree dated 15.02.2018 made in O.S.No.5569 of 2016 by the learned XII Additional Judge, City Civil Court, Chennai, is hereby declared as null and void and in all other respects the suit is dismissed. However, the 1st defendant is directed to pay a sum of Rs.70,00,000/- (Rupees Seventy Lakh only) to the plaintiffs within a period of two months from the date of receipt of a copy of this judgment. Considering the relationship between the private parties and other facts and circumstances of the case, the plaintiffs and the defendants are directed to bear their respective costs.

Index : yes / no
Neutral Citation : yes / no
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List of witnesses examined on the side of the plaintiff:

P.W.1-Vahit Nisha Begum (1st plaintiff)

List of Witnesses examined on the side of the defendants:

D.W.1-A.Mohammed Abubucker (1st defendant)

D.W.2-N.santhanam

D.W.3-M.Shakeel Ahamed (one of the attesting witnesses to gift deeds)

List of documents marked on the side of the plaintiff:

Ex.P.1	15.02.2018	Original letter received under RTI along with photo copy of the judgement and decree in O.S.No.5569 of 2016 dated 15.02.2018
Ex.P.2	27.03.2019	Office copy of the legal notice issued by the plaintiff's counsel to the 1 st defendant dated 27.03.2019
Ex.P.3	09.04.2019	Reply notice of the counsel for the 1 st defendant dated 09.04.2019
Ex.P.4	16.04.2019	Office copy of the rejoinder issued by the plaintiffs
Ex.P.5	07.05.2019	Reply to rejoinder sent by the counsel for the 1 st defendant
Ex.P.6	-	Served copy of the plaint in O.S.No.2681/2019 filed by the 1 st defendant
Ex.P.7	10.08.2015	Print out of death certificate of Ibrahim Rowther issued by the Department of Ppublic. Government of Tamil Nadu
Ex.P.8	05.02.2019	Certified copy of the mortgage deed dated 05.02.2019 executed by the 1 st defendant in favour of the 2 nd defendant



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List of documents marked on the side of the Defendant(s):

Ex.D.1	22.07.2015	Certified copy of death certificate of A.S.Ibrahim Rowther
Ex.D.2	28.10.2023	Original Will executed by A.S.Ibrahim Rowther vide Doc. No.99 of 2013
Ex.D.3	04.07.1985	Photocopy of the sale deed in the name of A.S.Ibrahim Rowther vide Doc.No.2619 of 1985
Ex.D.4	01.03.2019	Original rental agreement executed by the 1 st defendant in favour of A.Azaruthin
Ex.D.5	01.03.2019	Original rental agreement executed by the 1 st defendant in favour of M.Jareena Begam
Ex.D.6	01.07.1987	Certified copy of the sale deed in the name of A.S.Ibrahim Rowther vide Doc.No.2534 of 1987
Ex.D.7	23.04.2015	Original Hiba executed by A.S.Ibrahim Rowther in favour of 1 st defendant in respect of suit Item No.1 of B-Schedule in the plaint
Ex.D.8	22.09.1994	Certified copy of the sale deed in the name of A.S.Ibrahim Rowther vide Doc.No.4710 of 1994
Ex.D.9	23.04.2015	Original Hiba executed by A.S.Ibrahim Rowther in favour of the 1 st defendant in respect of suit Item No.2(a) of the B-Schedule in the plaint
Ex.D.10	23.04.2015	Original Hiba executed by A.S.Ibrahim Rowther in favour of the 1 st defendant in respect of suit item No.2(b) of the B-Schedule in the plaint
Ex.D.11	25.01.1996	Certified copy of the sale deed in the name of A.S.Ibrahim Rowther vide DocNo.4863 of 1996
Ex.D.12	23.04.2015	Original Hiba executed by A.S.Ibrahim Rowther in favour of the 1 st defendant in respect of suit Item No.3 of B-Schedule in the plaint



Ex.D.1	22.07.2015	Certified copy of death certificate of A.S.Ibrahim Rowther
Ex.D.13	25.01.1996	Certified copy of the sale deed by Lalith and others in favour of Anuprabha Builders Private Limited vide Doc.No.4864 of 1996
Ex.D.14	-	Photocopies of cheques (series – 6 Nos.) issued by the 1 st defendant in favour of the 1 st plaintiff
Ex.D.15	-	Photocopies of cheques (series – 5 Nos.) issued by the 1 st defendant in favour of the 2 nd plaintiff
Ex.D.16	05.03.2016	Original receipt for payment made by the 1 st plaintiff to the 1 st defendant
Ex.D.17	05.03.2016	Original declaration deed executed by the 1 st plaintiff to the 1 st defendant
Ex.D.18	05.03.2016	Original receipt for payment made by the 2 nd plaintiff to the 1 st defendant
Ex.D.19	05.03.2016	Original declaration deed executed by the 2 nd plaintiff to the 1 st defendant
Ex.D.20	-	Copy of the Certificate of Incorporation
Ex.D.21	08.06.2015	Photocopy of the minutes of the board meeting resolution passed by the Directors of Abu Prabha Builders Private Limited
Ex.D.22	-	Photocopy of the Form NO.12 of Abu Prabha Builders Private Limited
Ex.D.23	21.07.2015	Photocopy of the signatory details of Abu Prabha Builders Private Limited
Ex.D.24	27.03.2019	Photocopy of the legal notice sent by the plaintiffs to the 1 st defendant
Ex.D.25	09.04.2019	Office copy of the reply notice issued by the counsel on behalf of the 1 st defendant to the plaintiff along with postal acknowledgement card
Ex.D.26	16.04.2019	Original rejoinder notice sent by the plaintiffs to the 1 st



Ex.D.1	22.07.2015	Certified copy of death certificate of A.S.Ibrahim Rowther
		defendant
Ex.D.27	07.05.2019	Office copy of the reply to the rejoinder sent by the 1 st defendant to the plaintiff with post acknowledgment card

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N.SATHISH KUMAR.J.,

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Pre-delivery Judgment
in
Civil Suit No.420 of 2019

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