



A.S.(MD).No.44 of 2023

WEB COPY BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: 24.07.2024

CORAM:

THE HONOURABLE MRS.JUSTICE S.SRIMATHY

AS (MD)No.44 of 2023

and

C.M.P.(MD)Nos.2885 of 2023 and 1113 of 2024

1.Arikrishnan
2.Chandra

...Appellants

Vs.

1.Radhamuni
2.Govindammal
3.Dhanalakshmi
4.Jayalakshmi
5.Oothadiyan

...Respondents

PRAYER: This Appeal Suit is filed under Section 96 of the Civil Procedure Code, to against the Judgment and Decree, dated 09.09.2022, passed in O.S.No.67 of 2015 on the file of Principal District Court, Virudhunagar at Srivilliputhur.

For Appellants : Mr.A.Sivaji

For Respondents : Mr.M.Thirunavukkarasu



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JUDGMENT

This Appeal Suit is filed to set aside the Judgment and Decree, dated 09.09.2022, passed in O.S.No.67 of 2015 on the file of Principal District Court, Virudhunagar at Srivilliputhur.

2. The appellants herein are the defendants 1 & 2 in the suit and the respondents herein are the plaintiffs in the suit. The 5th respondent is the 3rd defendant in this suit. For the sake of convenience, the parties shall be referred to as per the ranking in the suit. And where ever defendants are mentioned it only indicates the 1st and 2nd defendants alone.

3. The plaintiffs had filed the suit in O.S.No.67 of 2015 for partition to divide the suit schedule properties into 5 equal shares and allot 1/5th share each to the plaintiffs and 1st defendant. And for declaration to declare that the Settlement Deed dated 10.10.2007 registered as Document No.5166/2007 and Mortgage Deed dated 24.10.2011 registered as Document No.8140/2011 are invalid and not



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binding in respect of the shares of the plaintiffs in the suit schedule properties and permanent injunction against the defendants to deal with their shares in the properties.

4. The plaintiffs are the sisters of the 1st defendant. The 2nd defendant is the wife of the 1st defendant. The 1st defendant had mortgaged property to 3rd defendant, hence the prayer to declare the said mortgage is not binding on the plaintiffs, the 3rd defendant is added as party.

5. The brief facts stated by the plaintiffs are that the 1st schedule property is an ancestral property inherited by their father, Ramasamy Naidu, through unregistered partition deed dated 13.02.1970. The 2nd schedule properties were purchased by their father through five sale deeds dated 28.11.1978, 13.10.1980, 18.05.1981, 09.05.1984, and 04.10.1989. Their father died intestate on 22.03.1996, leaving the plaintiffs and the 1st defendant as legal heirs to the suit properties. The original copies of the aforesaid documents are with the 1st defendant. Until the father was alive all the properties were in joint possession



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and enjoyment of the father, plaintiffs and 1st defendant. The mother predeceased the father who died on 12.06.1977. During the life time of the father, the 1st plaintiff was married in 1976, the 2nd plaintiff in 1980, the 3rd plaintiff in 1995 but the 4th plaintiff was married after the demise of the father in the year 2000. Thereafter 1st defendant had married the 2nd defendant in the year 2003. The marriage of the 1st defendant was solemnized without the knowledge of the plaintiffs and the reason is the 1st defendant refused to marry the person whom the 1st plaintiff suggested and also, the parties refused to divide the property belonging to the mother. Despite the plaintiffs residing with their respective husbands in different places, they are in joint possession of the properties, there was no division by metes and bounds among the coparceners and the 1st defendant was maintaining the lands on behalf of the plaintiffs and for himself. The 1st defendant was earning profits through agricultural activities, after managing the expenses for agriculture, after paying the property tax, electricity bills, kists, the balance profits was being shared among the plaintiffs and the 1st defendant. The 1st defendant taking advantage of the fact that the plaintiffs are staying away from the property had changed the patta in his name and subsequently executed a settlement deed in favour of the 2nd defendant (his wife) on 10.10.2007. Then the



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2nd defendant had executed mortgage deed dated 24.10.2011 in favour of 3rd defendant and obtained loan of Rs.3,00,000/-. Further on 08.07.2012 it came to the knowledge of the plaintiffs that the 1st defendant is trying to sell the properties. Hence the plaintiffs demanded partition, but the 1st defendant refused, then the plaintiffs issued notice dated 14.07.2012 demanding partition and the same was received by the defendants on 16.07.2012, but failed to reply. Along with partition the plaintiffs are praying for consequential relief to declare the Settlement Deed dated 10.10.2007 registered as Document No.5166/2007 executed by the 1st defendant to the 2nd defendant and the Mortgage Deed dated 24.10.2011 registered as Document No.8140/2011 executed by the 2nd defendant to the 3rd defendant do not bind their share of the properties. And also, consequential relief of permanent injunction.

6. The defendants had filed written statement wherein the defendants had admitted the relationship between the parties. The defendants submitted that originally the properties were purchased by his grandfather namely Lingasamy and then the said properties were enjoyed jointly by grandfather along with his



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two sons namely Ramasamy Naidu (father of the plaintiffs and 1st defendant) and Jayaraman Naidu. During the lifetime the grandfather Lingasamy had lent the properties for Oothi/mortgage and lent money to third parties. Further planted sugarcane in the lands and supplied to the factories. After the demise of the grandfather Lingasamy the properties were partitioned through partition deed dated 13.02.1970, wherein “A” schedule was allotted to the father Ramasamy Naidu, “B” schedule to Jayaraman and “C” Schedule to the mother as life estate, after the demise of mother the properties shall equally divided to the said two sons. Along with the properties the said two sons had received the mortgage and Oothi documents so that the sons can recover the money from the concerned parties. Based on the same the father Ramasamy Naidu had inherited the 1st schedule properties and received Rs.15,000/- through the said mortgage and Oothi documents. Thereafter the father due to old age could not properly carry on the agricultural activities and the 1st defendant being the only son was forced to quit the education after 6th standard and do agricultural activities and manage the properties. The 1st defendant had contributed labour for cultivating and with his own personal effort was improving the lands and increase income from the lands. And from the said income the 1st defendant had purchased the 2nd schedule



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properties in the name of the father as karta of the family. Hence the 1st and 2nd items of the suit properties are joint family properties belonging to the defendant's family and the properties are not exclusively belongs to the father alone. The 1st defendant also acknowledges the marriages of the plaintiffs 1 to 3 were conducted by the father and submitted they were provided with seervarisai at the time of their weddings. The 1st plaintiff was married in 1976 with 25 sovereigns of gold and cash of Rs.30,000/-, the 2nd plaintiff in 1980 with 30 sovereigns of gold and cash of Rs.50,000/-, the 3rd plaintiff in 1995 with 40 sovereigns of gold and cash of Rs.60,000/-. But the 4th plaintiff was married after the demise of the father on 15.03.2000 and the same was conducted by the 1st defendant with 30 sovereigns of gold and cash of Rs.40,000/- and also had incurred marriage expenses of Rs. 3 lakhs. Further submitted the 1st defendant being the only “Thaimaman” (maternal uncle to the children of the plaintiffs), ought to bear the seervarisai, childbirth expenses to his sisters etc. After the plaintiffs' marriages, the plaintiffs had not taken any steps regarding the 1st defendant marriage. Hence, the first defendant had married the 2nd defendant belatedly at the age of 37 with the assistance of village elders and friends. Thereafter the 1st defendant as the only son had inherited the properties and was enjoying the same after mutation of records,



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hence the plaintiffs are not entitled to the share in the properties. Further the 1st defendant had inherited the properties along with the liabilities. The father had obtained loan by mortgaging agricultural lands and the plaintiffs have denied responsibility for these debts and had stated that the 1st defendant alone is liable to pay the debt, in such circumstances the plaintiffs cannot claim any right over the property alone and deny liabilities. The family's jewels which were pledged with the Srivilliputhur Primary Agricultural Co-operative Bank, were not redeemed. When the Bank had issued notice dated 17.02.1996 to both the plaintiffs and the 1st defendant to redeem the jewels, during the life time of the father (father died on 22.03.1996), the plaintiffs had replied stating that the first defendant is entitled to the jewels and had given consent to the bank to release the jewels to him. From this it would be evident that after the demise of parents, the plaintiffs are not entitled to the suit properties and the 1st defendant is exclusively entitled to the suit properties. The first defendant states that since the properties were inherited by him since 1996 and the plaintiffs are aware of the same and hence, the plaintiffs have no rights to the suit properties and are estopped from claiming any share. The revenue records were also mutated in his name with the plaintiffs' knowledge. The first defendant executed settlement deeds dated 10.10.2007 and



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12.10.2010, which were acted upon, and the patta was transferred to the second defendant's name. The defendants deny the plaintiffs' contention that the first defendant's shared profits from the suit properties. The defendants submitted that the first and second plaintiffs were married before 1990, they are not entitled to any share in the suit properties, especially considering that the Hindu Succession (Amendment) Act, 2005, came into force on 09.09.2005, after their father's death. Consequently, the plaintiffs are not co-parceners and therefore not entitled to any share in the properties. Hence, the question of partition does not arise, and the averment is imaginary and prayed to dismiss the suit. Further prayed for counter claim of permanent injunction restraining the plaintiffs from interfering in the peaceful possession and enjoyment of the counter claim mentioned properties and in the business of the 1st defendant.

7. The plaintiffs had filed reply statement, wherein it is stated that they have right as 1/5th share in the suit properties, and thus, the defendants are not entitled to their counterclaim. The plaintiffs and the 1st defendant are siblings, which implies that the properties are co-owner. It is a well-established legal principle



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revenue records is based on this settlement deed and hence the settlement and mutation are not valid. The plaintiffs also assert that the 2nd schedule of properties is self-acquired by their father, further reinforcing their claim of ownership.

8. The Trial Court, after perusing the pleading, evidences and depositions had framed 10 issues and allowed the suit granting preliminary decree of 1/5th share each in the suit schedule properties, held the settlement deeds executed by the 1st defendant in favour of the 2nd defendant are not valid in so far as the plaintiffs' share is concerned and declined permanent injunction since injunction cannot be granted against co-owners. However permanent injunction is granted in favour of defendants in respect of shop at the Pennington Market at Srivillipputtur alone as claimed in the counter claim till final decree is passed.

9. Aggrieved over the same, the defendants had preferred the present First Appeal on several grounds.



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10. The primary ground raised by the appellants is the suit is barred by limitation. As far as limitation is concerned Article 65 and Article 110 of the Limitation Act may be applicable and the articles are extracted hereunder:

Article 65 - “For possession of immovable property or any interest therein based on title - when the possession of the defendant becomes adverse to the plaintiff, the period of 12 years is prescribed”.

Article 110 – “By a person excluded from a joint family property to enforce a right to share therein - When the exclusion becomes known to the plaintiff, twelve years.”

Both states 12 years limitation period. However, it is settled law that for claiming partition there is no limitation. But from the date of denial the limitation starts as held in Emperuman and others Vs. Rangarajan reported in 2017-1-LW-562. In the said judgment it is held that right to sue accrues from the date of denial of partition in the notice. In the present case the plaintiffs had demanded partition through notice dated 14.07.2012 and there is no demand prior to the said suit notice. Applying the judgment cited supra then the limitation starts from



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14.07.2012 and the suit is filed on 08.06.2015, which is within 12 years and hence suit is filed within limitation.

11. The limitation can be analyzed in another angle. It is an admitted fact that the 1st schedule of the suit property is an ancestral property allotted to the father in the partition deed dated 13.02.1970 and the 2nd schedule properties are purchased by the father from the recovery of money under mortgage / Oothi deed granted in the partition deed. Hence both the items of properties are ancestral properties. The father was in enjoyment of the property from date of partition 13.02.1970. The father died intestate on 22.03.1996 and the succession opens from the date of demise. But on that date, the plaintiffs being daughters are not entitled to the partition as “coparceners”. The rights accrued from the date of amendment i.e. 20.12.2004. The time to file the suit for partition is for the period of 12 years from 20.12.2004 as per Articles 65 and 110 of the Limitation Act and the limitation ends on 19.12.2016. It is seen the suit is filed on 08.06.2015. Hence from this point of view also the suit is within limitation. Therefore, analyzing from any angle the plea of limitation cannot be entertained.



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12. The next contention of the appellants / defendants is that prior to the date of amendment i.e. 20.12.2004 the plaintiffs being daughters are not entitled to the partition as a matter of right. Hence, after the demise of the father on 22.03.1996, the 1st defendant being sole legal heir / sole coparcener had inherited the properties and was in exclusive possession of the suit properties. The plaintiffs are aware of the said fact and had given consent for the same, but due to the inducement of their husbands the present suit is filed. To substantiate this contention the defendants stated that the plaintiffs had given consent and had relied on the consent letter given by the plaintiffs to the Cooperative Bank which are marked as Ex.B13 and Ex.B14. On perusing the said letter, it is seen that after the jewel loan was over the plaintiffs had given a consent letter dated 17.02.1996 to hand over the said gold jewels to the 1st defendant being the sole legal heir of the family. But this letter was given only to hand over the jewels to the 1st defendant. Moreover, at the time of the said transaction, the father was alive and the transaction was just one month before the death of the father (father died on 22.03.1996). Therefore, this plea of the defendants is based on the misunderstanding of the letter.



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13. The next contention of the defendants is that the defendants are in continuous possession and enjoyment of the suit properties since 1996 and the plaintiffs had not raised their little finger until the suit notice dated 14.07.2012 would amount to ouster. The plaintiffs had not produced any evidence to suggest that the plaintiffs challenged the defendant's possession prior to issuing the notice in 2012. Further the plaintiffs are aware that the plaintiffs are not entitled to the suit properties but under the influence of their husbands had issued the notice. But took no further action, indicating an acknowledgment of the 1st defendant's exclusive ownership. This long period of inaction amounts to ouster.

14. In order to consider this contention it is necessary to analyze the issue of ouster. The said issue was considered by the Hon'ble Supreme Court in the case of ***Govindammal Vs. R. Perumal Chettiar*** reported in ***AIR 2007 SC 204*** wherein it is held as under:



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“7...Unfortunately, the plea of the defendants succeeded before the High Court that the notice, Ex.B 3 was given in 1955 and no suit was filed till 1979. Therefore, the High Court took the view that her right in the properties got extinguished because of adverse possession as she gave notice in 1955 and did not take possession of the properties till 1979. Therefore, it was apparent that the possession by Defendant No.3 was hostile to her interest. We regret to say that this finding arrived at does not appear to be correct one. In fact after filing of the suit the notice, Ex.B 3 which she did not pursue any further; her right cannot be extinguished. Though she has denied issuance of such notice through Advocate but that is not sufficient to defeat the claim of the widow. This was only an unfortunate circumstance that when she was thrown out of the house she could not pursue her legal remedy by filing the suit but when she found that the properties were being sold by the step sons, and it came to her knowledge, therefore, she woke up to file the suit for asserting her claim. There is no denial that she was the legally married wife of the deceased. This has been proved, established and accepted by all the three courts despite the fact that the plea of falsity of the marriage was raised by the step sons. Once it is established that she was the legally married wife of Raju Naidu she automatically she claims her share in the property from the estate of Raju Naidu by way of survivorship. Just because a notice was issued and she did not pursue the same that does not extinguish the claim of the plaintiff thereby giving a handle in the hands of the step sons by way of adverse possession. In order to prove adverse possession something more is required. Once it is accepted that she was the legally married wife



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of Raju Naidu then her right to claim partition and share in the property stands out and that cannot be defeated by the plea of ouster or adverse possession. In order to oust by way of adverse possession, one has to lead definite evidence to show that to the hostile interest of the party that a person is holding possession and how that can be proved will depend on facts of each case. In the present case, it is the widow who has been thrown out and she has been moving from pillar to post. The relief cannot be denied to her just because she sent notice claiming partition of the properties and she did not file any suit thereafter and the steps sons were holding the properties adversely and hostile to her knowledge. It was the joint property of Raju Naidu and it shall devolve by way of survivorship i.e. two sons and his wife as the daughter has already given up her share in the property. Therefore, in order to oust one of the co-sharers only on the basis of the so called notice cannot be deemed to be sufficient to come to a conclusion of adverse possession or extinguishing her rights....”

In the present the plaintiffs had not claimed any partition until 14.07.2012 and the succession opened on the death of the father on 22.03.1996 and the plaintiffs right accrues on the date of amendment 20.12.2004. Once the plaintiff's rights accrues then the defendants ought to prove adverse possession from 20.12.2004. As held in the aforesaid judgment in order to prove adverse possession something more is required. In order to oust by way of adverse possession, one has to lead definite



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evidence to show that to the hostile interest of the party that a person is holding possession which depends on facts of each case. In the present case no such evidence was submitted. The defendant ought to have obtained exclusively patta and other revenue documents after issuing notice to the plaintiffs. But the defendants had obtained patta without issuing notice to the plaintiffs. Atleast the defendants ought to have obtained release deed from the plaintiffs. When no such evidence is submitted to come to such conclusion of adverse possession or extinguishing her rights, the said contention of ouster cannot be accepted.

15. In the judgment dated 04.10.2021 rendered in S.A.No.254 of 2007 in the case of *Vijayaraghavan and others Vs. Radhakrishnan and others* wherein the Court had held that mere passage of time does not extinguish the right of the co-owner and hence Article 110 is not applicable. The relevant portion of the judgment is extracted hereunder:

“13. The Limitation Act, 1963 prescribes no time limit for filing a suit for partition by a co-sharer or co-owner. However, under Article 110 of the Limitation Act, 12 years is the period prescribed for filing a suit by a person who is excluded from joint family property to enforce a right to the



share and the starting point for limitation is when the exclusion becomes known to the plaintiff. Thus, Article 110 requires for its application,

1. the existence of joint family,
 2. joint family properties,
 3. the person excluded being one of the members of the joint family,
- and
4. exclusion of such member from a joint family.

14. It is also settled that possession of one co-sharer is the possession of all co-sharers. In the instant case, the defendants had merely contended that since the first plaintiff got married in the year 1979, she has been ousted from the suit properties. They have not even prescribed title by adverse possession.

15...

18. In the instant case, as already observed, the defendants did not contest the earlier suit filed by the plaintiff in the year 1990 and therefore it has to be held that the plea of ouster is not established. It is also to be noted that 'ouster' does not mean actual driving out of the co-sharer from the property and mere non participation in the rent and profits of the land of a co-sharer does not amount to an ouster so as to give title by adverse possession to the other co-sharer in possession. Infact the possession of co-sharer has to be construed as holding the properties as a constructive



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The aforesaid judgment had categorically held that the possession of co-sharer is holding the properties as constructive trustee on behalf of the other co-sharer. In the present case after 2004 the defendants are holding the property as constructive trustee. As held supra no positive evidence was submitted by the defendants to prove the properties are exclusively to defendants and the defendants are not holding as constructive trustee. Hence the contention of ouster ought to be rejected.

16. The next contention of the defendants is that the plaintiffs had not produced any evidence to show that the properties are joint family properties and plaintiffs and the defendants were in joint possession after the demise of the father. It is seen from the pleadings that the plaintiffs had stated that the plaintiffs and 1st defendant were in joint possession of the properties. But the plaintiffs had not produced any evidence to show that after the demise of the father the joint



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patta was issued in the names of the plaintiffs and 1st defendant. Likewise, even though the plaintiffs state that the profits are shared, no documentary evidence was placed to prove the same. The fact remains that the plaintiffs assumed that they are in joint possession and the 1st defendant assumed that he alone is in exclusively possession of the properties. Both of them had not proved either joint possession or individual possession, but left as it was after the demise of the father. If the amendment dated 20.12.2004 is not there then the defendants have strong case, but due to the impending amendment, then the rights of the parties have changed. After the amendment on 20.12.2004 when the plaintiffs had demanded partition of properties, then the rights of the parties ought to be weighted based on the amendment.

17. It is seen that the plaintiffs' rights accrued from the date of amendment 20.12.2004, the plaintiff had filed the suit on 08.06.2015, that is more than 11 years. Even though there is no limitation for claiming partition, admittedly the plaintiffs had remained silent from the date of demise of the father in the year 1996 until amendment of Act in the year 2004, then again was silent from 2004

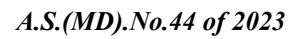
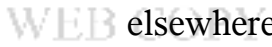


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until issuance of suit notice in the year 2012, then again was silent from 2012 until filing of suit in the year 2015. This silence was misunderstood by the 1st defendant that the plaintiffs had accepted that they are not entitled to any partition.

18. All these years from 1996 onwards the 1st defendant was saddled with the loan in Cooperative Bank and other private loans. Infact the Cooperative Bank debt was transferred in the name of the 1st defendant and not in the name of the plaintiffs, which would indicate the 1st defendant was saddled with debts. But the plaintiffs vehemently opposed the private loans, but accepted the Cooperative Bank loan and submitted that the 1st defendant is entitled to the gold which were pledged in the Bank. But the fact remains any agriculturist cannot maintain the agricultural activities without loans and hence the private loans ought to be taken into account while granting partition. If not the entire amount, at least reasonable amount. Further it is seen all the expenses to maintain the agricultural land and the agricultural produce were carried on by the 1st defendant. The 1st defendant alone had put his labour for doing the agricultural activities. The plaintiffs living



19. Furthermore even though the marriage of the plaintiffs 1 to 3 were celebrated during the life time of the father, the same is celebrated from the income of the joint family property. As rightly pointed out by the 1st defendant he is saddled with the responsibility to do “seervarisai” during child birth to the sisters and other occasions. All these expenses ought to be given from the family income only. Further it is seen the 1st plaintiff is the eldest, then the 1st defendant was born. Thereafter the 2nd, 3rd and 4th plaintiffs were born. In order to give the female members of the family in marriage, the 1st defendant was not married at the right time. As stated earlier the 1st plaintiff was married in 1976, the 2nd plaintiff in 1980, the 3rd plaintiff in 1995 and the 4th plaintiff was married in the year 2000. Thereafter 1st defendant was married in 2003, by the time the 1st defendant was 37 years old. Interestingly the plaintiffs had taken a plea that the 1st defendant did not marry a person of their choice, but married the 2nd defendant inspite of objections from the plaintiffs. Hence the dispute arose between the parties from 2003



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onwards after the 1st defendant's marriage. After hearing the above submissions, this Court is of the considered opinion that the 1st defendant had put in his labour to do agricultural activities, to maintain the land, conducted the marriage, other family expenses like seervaisai / gifts on special occasions, etc. and hence the 1st defendant is entitled to more lands. In our country whenever the daughters are married, the marriage is celebrated from the income of the joint family. When the amendment states the daughters are coparceners, then the expenses during the marriage, gifts and other expenses ought to be taken into account while determining the shares of the parties. Hence the sons ought to be granted extra share or properties so that there is balance between both. Therefore, this Court is inclined to grant extra portion of land on this ground also.

20. The 1st defendant had filed C.M.P(MD)No.1113 of 2024 to accept additional documents which are documents pertaining to loans. In the said petition, the defendant had stated that there is an outstanding loan of Rs. 16,00,000/- and prayed to divide the said loan amount as 1/5th among the plaintiffs and 1st defendant while dividing the assets of the father. However, the plaintiffs



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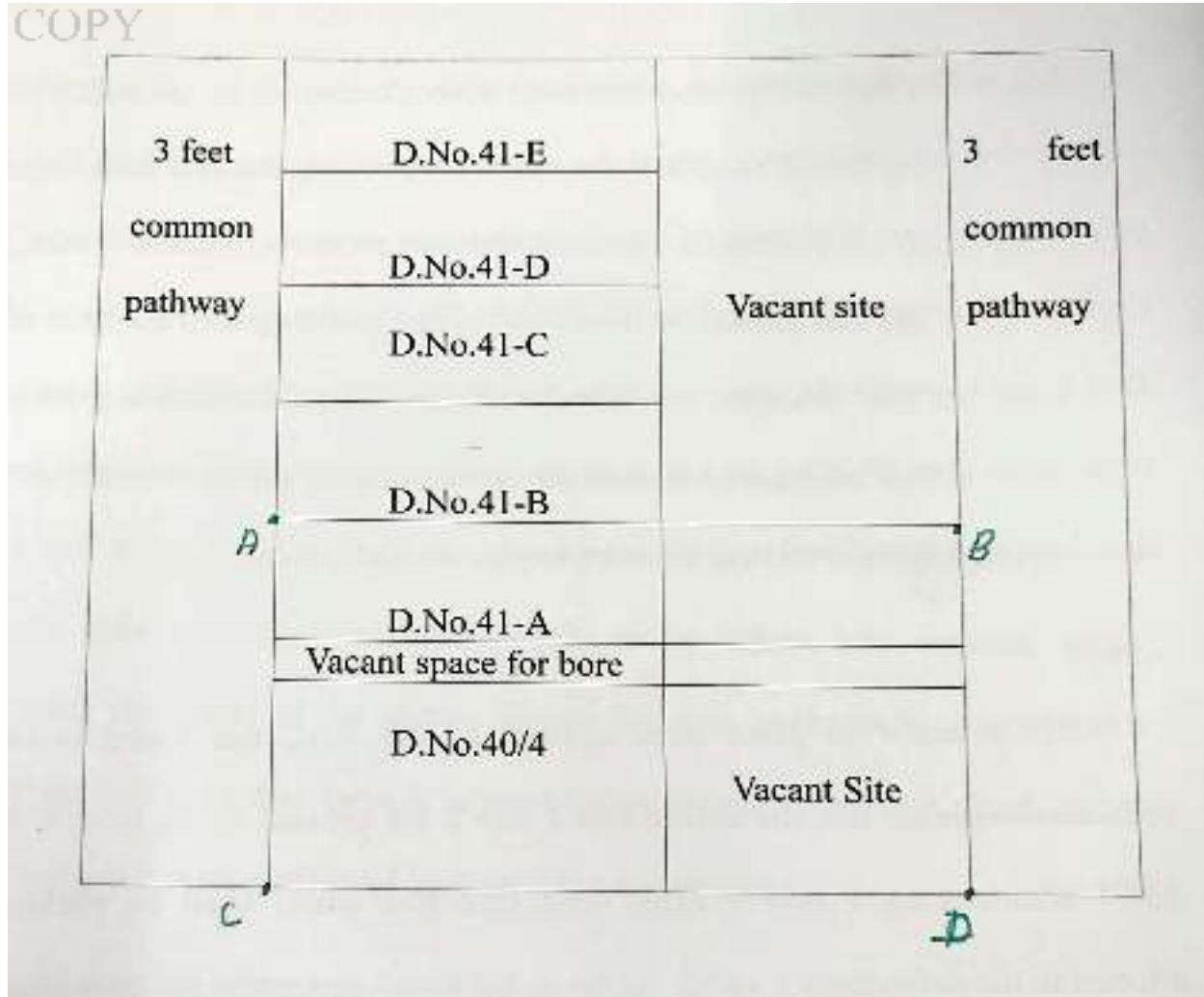
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objected to the said documents, since most of the documents are promissory note and the defendants ought to prove the same. On perusing the said miscellaneous petition, it is seen that most of the documents are promissory notes. Hence, this Court is of the considered opinion that rather than remitting the case back to the Trial Court to verify the veracity of the documents, it would suffice to grant more lands rather than dividing the said loan amount among the parties. On this ground, also this Court is inclined to grant extra land to the defendants.

21. In order to grant more portion of the land, this Court is of the considered opinion that the defendants 1 and 2 are entitled to the land in S.No. 537/4 admeasuring 1 acre 5 cents (one acre five cents) shall be exclusively allotted to the defendants 1 and 2. As far as the house properties are concerned the defendants 1 and 2 are entitled to D.No.40/4, D.No.41-A and space marked as “vacant space for bore” which is marked as ABCD in the sketch below. And the plaintiffs 1 to 4 are entitled to the Door Nos.41/B, 41/C, 41/D, 41/E and also the remaining vacant site behind the said house plots in 41/B, 41/C, 41/D, 41/E. The following sketch for houses shall form part of the judgment and decree:



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22. As far as the counter claim petition filed by the defendants is concerned, the Trial Court had considered and granted interim injunction until the disposal of the final decree for the lease rights in Pennington Market at Srivilliputhur. However, this Court is granting permanent injunction against the plaintiffs. The



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said lease rights in Pennington Market at Srivilliputhur shall be exclusively allotted to the 1st and 2nd defendants.

23. In the result the land in S.No.537/4, the house property marked as ABCD, the lease hold rights in Pennington Market at Srivilliputhur shall be allotted exclusively to the defendants 1 and 2. All other suit properties shall be partitioned and allotted 1/5th shares to the plaintiffs and 1st defendant equally except the house properties stated in A, B, C, D. The settlement deeds executed in favour of 2nd defendant are not valid.

24. The Lower Court is directed to dispose of final decree application within a period of three months from the date of receipt of a copy of this judgment. While considering the final decree application, the Trial Court shall ensure that continuous land is allotted to the defendants 1 to 2, while dividing the suit properties as 1/5th.

25. Hence, the Appeal Suit is disposed of as stated supra. No costs. Consequently, connected miscellaneous petitions are closed. Registry is directed



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to return the original documents, if any, filed in C.M.P.(MD)No.1113 of 2024 to the concerned party.

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NCC : Yes / No

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To:

- 1.Principal District Court,
Virudhunagar at Srivilliputhur.
- 2.The Section Officer,
VR Section,
Madurai Bench of Madras High Court,
Madurai.



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S.SRIMATHY, J.

Tmg

Judgment made in
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Dated:
24.07.2024