

A.S.(MD)No.83 of 2020

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

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RESERVED ON : 28.02.2024

PRONOUNCED ON : 21.05.2024

CORAM:

THE HONOURABLE MRS.JUSTICE L.VICTORIA GOWRI

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1.Jainambeevi

2.Sakkinam Begam

3.Mariam Beevi

4.Fathima Beevi

5.Sahul Hameed

6.Umar Habiba

7.Minor.Sirin Farhana

... Appellants / Plaintiffs

(Minor 7th appellant represented through her mother and next friend / 6th appellant)

Vs.

Asia Beevi (Died)

1.Mappillai Meera Mohaideen



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2.Noorjahan

3.Mohammed hanifa

4.K.Rathinam

5.R.Selvi

6.R.Meyyyar

... Respondents / Defendants

PRAYER: This Appeal Suit filed under Section 96 of C.P.C., to set aside the Judgment and Decree dated 11.02.2020 passed in the suit in O.S.No.55 of 2012 on the file of the Fast Track Mahila Court, Dindigul and allowing the suit in entirety.

For Appellant : Mr.J.Barathan

For R-4 & R-5 : Mr.S.Srinivasa Raghavan

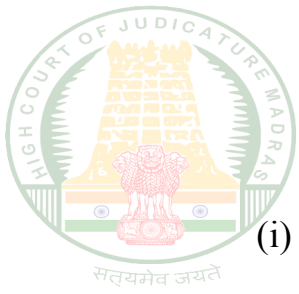
For T.Palani Samy

For R-6 : Mr.D.Balamurugapandi

JUDGMENT

The Appeal Suit is directed against the judgment and decree passed in O.S. No. 55 of 2012, dated 11.02.2020, on the file of the Additional District and Sessions Judge, Fast Track Court, Dindigul.

2. The appellants / plaintiffs have filed the above suit claiming the following reliefs:



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(i) To pass a preliminary decree partitioning the petitioner's one-half share in the plaint scheduled properties, thereby giving the plaintiffs with a separate possession and enjoyment over the same.

(ii) Following which to pass a preliminary decree of partition with respect to the suit properties, with respect to the one-half share of the plaintiffs.

(iii) To pass an order of permanent injunction restraining the defendants or their men, agents, etc., from creating any kind of alteration in the plaint scheduled property till the disposal of the suit.

(iv) To restrain the defendants and their men's and their agents by means of a permanent injunction from creating any kind of encumbrance over the plaint scheduled properties till the disposal of the suit.

(v) To declare that the sale deed created by the 4th respondent in favour of the 7th respondent on 30.11.2015 as null and void on the basis of lis pendens.

(vi) To pass a decree directing the defendants to pay the cost of the suit.



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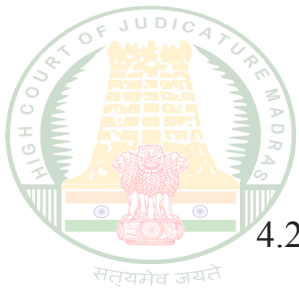
(vii To pass such other reliefs as the Court deems fit and proper.

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3. For the sake of convenience and brevity, the parties will herein after be referred as per their status / ranking in the original suit.

4. The case of the plaintiffs in brief is as follows:

4.1. The suit properties are situated in Seelappadi Village of Dindigul Taluk. The suit properties and some other properties belonged to the sons of one Mappillai Meera Mohaideen Sayabu namely (i) Syed Mohammed, (ii) Mohammed Abdulla and (iii) Jamalia Syed Yaseen as per the registered Sale Deed dated 21.06.1976, and the said three brothers enjoyed the suit properties in common. On 09.11.1983 the said three brothers entered into a registered partition deed in respect of the properties belonged to them. As per the said partition deed, suit properties were allotted to one Syed Mohammed and Jamalia Syed Yaseen, that both of them have been allotted each half share over the suit properties. As per the registered partition deed dated 09.11.1983 the sons of one Mappillai Meera Mohaideen namely (i) Syed Mohammed and (ii) Jamalia Syed Yaseen are having each half share in the suit properties, that they enjoyed the suit properties in common without any partition.



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4.2. In the mean time, the said Syed Mohammed died leaving his wife 1st defendant, and his children namely the 2nd to 4th defendants as his legal heirs 15 years ago. After the demise of said Syed Mohammed, 1st to 4th defendants enjoyed the suit properties in common alongwith the said Jamalia Syed Yaseen. Then, the said Jamalia Syed Yaseen died on 30.09.1997, leaving behind his legal heirs namely his wife, the 1st plaintiff and their children namely the 2nd to 5th plaintiffs. After the demise of Jamalia Syed Yaseen and his brother namely Syed Mohammed, their legal heirs were in joint possession and enjoyment of the suit properties without having any partition. Then one Mappillai Meera Maideen, who is the son of late.Jamalia Syed Yaseen and the 1st plaintiff, died on 08.07.2011 leaving behind his wife 6th plaintiff and his daughter the 7th plaintiff as his legal heirs. Thereafter, both the plaintiffs and the defendants 1 to 4 are in possession and enjoyment of the suit properties in common without partition. The genealogy filed along with the plaint shows the relationship of the plaintiffs and 1st to 4th defendants. Out of the entire suit properties, the buildings mentioned in the Partition deed dated 09.11.1983 are now in dilapidated condition. The 1st to 4th defendants with the sole intention to cheat the 1/2 share of the plaintiffs over the suit properties, they have fraudulently created forged documents in respect of the suit properties and the same are not legally valid. The said Jamalia Syed Yaseen or his legal heirs namely the



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plaintiffs are not at all parties in the forged documents fraudulently created by the defendants 1 to 4 and they will never bind upon the right and title of the plaintiffs in the suit properties. The said forged documents created by the defendants are ignored by the plaintiffs. The legal heirs of said Syed Mohammed namely the 1st to 4th defendants fraudulently created the forged documents, and based on the said documents, they sold the entire suit properties to the 5th and 6th defendants, as they are the sole owners of the same. The said forged sale deeds will never bind upon the right and title of the plaintiffs in respect of the suit properties.

4.3. Under these circumstances, on 01.05.2012, the 5th and 6th defendants trespassed into the undivided suit properties and attempted to divide the suit properties into house sites, and the same was thwarted by the plaintiffs with the help of village people. But the 5th and 6th defendants stated that they have to sell the entire suit properties to the third parties by dividing the same as house sites including the half share of the plaintiffs in respect of the suit properties. If the 5th and 6th defendants to do so, it would cause great prejudice and irreparable loss to the plaintiffs. During the pendency of this Suit on 30.11.2015, the 4th defendant sold certain portion of the suit properties to the 7th defendant for a valuable consideration of Rs.1,09,87,200/- (Rupees One Crore Nine Lakhs



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Eighty Seven Thousand and Two Hundred only) eventhough he has no right or title over the suit properties. The alleged sale deed dated 30.11.2015 never bind upon the right or title of the plaintiffs in respect of the suit properties. The said sale deed has to be declared as null and void. Since during pendency of this Suit, the said sale deed has been created by the 4th defendant it is hit by the principles of lis pendens, and for that reason itself, 7th defendant has been impleaded as a party in this Suit. Hence, the Plaintiffs filed this Original Suit, seeking to pass Preliminary Decree for Partition in favour of the Plaintiffs dividing the suit properties by metes and bound and allot half share of the suit properties to the separate possession of the plaintiffs, Permanent Injunction (2 counts), Declaration and also for cost.

5. The case of the 2nd defendant as adopted by the 3rd defendant in brief is as follows:

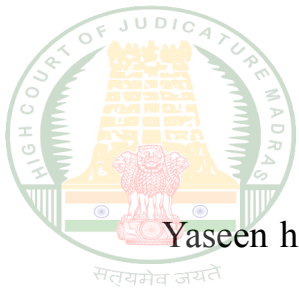
5.1. The Plaintiffs are not entitled for the reliefs as sought for in the plaint. The contents of the plaint is false and denied as false. Except the facts fairly admitted by this defendant, the other averments of the plaint should be strictly proved by the plaintiffs. This defendant submits that Mappillai Meera Maidheen Sayabu had three sons namely Syed Mohammed, Mohammed Abdullah and Jamalia Syed Yaseen and they had started with a partnership



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business dealing with Hides and Skins under a partnership deed dated 01.04.1961, in the name and style of "M.M.P.M.Syed Mohamed". The said business was started and run in Dindigul as well as in Chennai and out of the income from the said business they purchased some properties in their name, under various sale deeds. They jointly run the said business and they were in joint possession and enjoyment of the said properties. Later, they also purchased the suit properties as vacant site and raised a construction therein and run the said business in the suit properties jointly. The plaintiffs are the legal heirs of the said Jamalia Syed Yaseen and the 1st to 4th defendants are the legal heirs of the said Syed Mohammed. This defendant is one of the sons of the said Syed Mohammed. While so, this defendant joined as one of the partners in the said Firm from 01.04.1971 and a Partnership Deed was also entered into under a Partnership Deed dated 01.04.1971.

5.2. Later, the 4th defendant, who is the brother of this defendant also joined as one of the partners in the said Firm and a Partnership Deed was entered into between the said Syed Mohammed, this defendant, 4th defendant and two brothers of Syed Mohammed under a Partnership Deed dated 01.04.1977. Thus, five persons had become the partners of the said Firm. While so, two partners of the said Firm, namely Mohammed Abdulla and Jamalia Syed



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Yaseen had decided to retire from the said partnership. On their retirement, the accounts of the said partnership Firm was taken out and it was settled to the retiring partners and they had also executed a deed of retirement from the partnership, under a retirement deed dated 01.04.1983 and at the time of retiring from the said partnership Firm, the properties purchased out of the income from the said partnership, and the suit properties, in which the said Firm business was run, were also divided between the partners orally and in the said oral partition, the suit properties were allotted to the share of the said Syed Mohammed and house and Mill property situated in Dindigul Town, Batlagundu Road in T.S.No.378B and 379 B was allotted to the share of the said Mohammed Abdullah, that the said Jamalia Syed Yaseen, the husband of the 1st plaintiff was paid amount towards his share in the said partnership Firm and its properties since he was particular in getting his share value only in cash. On the same day, the remaining partners namely this defendant's father, this defendant and his brother continued in the said Firm, by entering into a revised partnership deed dated 01.04.1983. Eversince entering into the said partnership deed, this defendant, his father and brother alone had been running the said business exclusively in the suit properties and neither the said Mohammed Abdullah nor the said Jamalia Syed Yaseen ever objected the same. On 09.11.1983 a registered partition deed was entered between the said



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Mohammed Abdullah, Syed Mohammed and Jamalia Syed Yaseen. The recitals found in the said partition deed dated 09.11.1983 that he was allotted an undivided half portion of the suit properties were only sham and nominal and it was never acted upon.

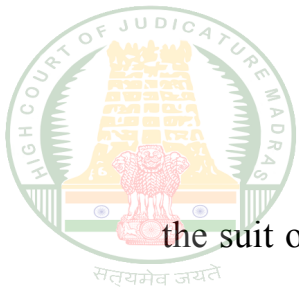
5.3. The said Jamalia Syed Yaseen never enjoyed any portion of the suit properties. Further more, when a dispute arose between this defendant, his father and brother dividing the suit and other properties, it was mediated by the said Mohammed Abdullah and Jamalia Syed Yaseen and in their presence, the suit and other properties were divided amicably between them and in the partition deed, entered into between them, under a partition deed dated 05.05.1994, the said Jamalia Syed Yaseen and Mohammed Abdullah, knowing the contents of the said document, attested the same. Hence by rule of estoppel by conduct, silence, acquiescence, document and attestation also the said Jamalia Syed Yaseen or his legal heirs are precluded from claiming any right over the suit properties. After the death of his father, namely Syed Mohammed, this defendant stopped the business in the suit properties in or about 2000 year and he also demolished the entire building then existing in the suit properties and also removed all the machinaries in the suit properties and sold them. This



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defendant alone enjoyed the entire sale proceeds and he changed the suit properties as a vacant site.

5.4. This defendant and his father and brother had been in possession and enjoyment of the suit properties for more than the statutory period, openly, continuously and without any objection from the plaintiffs. Later, this defendant sold item 1 of the suit properties, to an extent of 0.31 + 0.14 acres in item 2 of the suit properties to the 5th defendant herein, for valid consideration, under a registered sale deed dated 29.04.2011. Similarly this defendant sold his remaining share of the properties, namely, an extent of 0.58 acres in item 2 of the suit properties to the 6th defendant herein for valid consideration under a registered sale deed dated 29.04.2011. After the said sale deeds, this defendant and his sister, the 3rd defendant have no right whatsoever over the suit properties, since this defendant had already sold his share in the suit properties for valid consideration to the 5th and 6th defendants and since they are alone in possession and enjoyment of the same. This defendant and the 3rd defendant are not necessary parties in this suit, and this suit is bad for misjoinder of unnecessary parties. The plaintiffs ought to have filed this Suit for declaration of their alleged title over the suit properties and for recovery of possessions. Since the plaintiffs are not in possession of the suit property, they should valued



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the suit on the market value of the properties and ought to have paid the Court Fee U/s 37(1) of T.N.C.F. and Suits Valuation Act. The plaintiffs have no cause of action to file this Suit. This suit is hopelessly barred by limitation. Hence, this Suit is liable to be dismissed with exemplary cost of this defendant.

6. The case of the 4th defendant in brief is as follows:

6.1. The suit is false, frivolous, vexatious and unsustainable both in law and on facts of the case. The plaintiffs are not entitled to any relief claimed in the plaint. This defendant does not admit the various allegations in the plaint except those that are specifically admitted herein by the 4th defendant and the plaintiff is put to strict proof of the same. This defendant's father late. Syed Mohammed and his two paternal uncles by name Mohammed Abdullah and Jamalia Syed Yaseen had started partnership Firm under the name and style of 'M.M.P.M.Syed Mohammed' by virtue of a partnership deed dated 01.04.1961. The said partnership Firm was doing business in Dindigul and also at Chennai. Out of the surplus income derived from the said business, suit property was purchased by the said three brothers as a vacant site and raised a construction thereon and the suit property with construction put up thereon has been used for the said partnership business. While the 2nd defendant joined as one of the partners in the said Firm as per the partnership deed dated 01.04.1971, this



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defendant was admitted as one of the partners as per the partnership deed dated 01.04.1977.

6.2. Therefore, the firm 'M.M.P.M.Syed Mohammed' had five partners in the year 1977 including this defendant. Thereafter out of the 5 partners, two of them namely Mohammed Abdullah and Jamalia Syed Yaseen have retired from the partnership Firm as early as on 31.03.1983, the said Mohammed Abdullah for whom a mill and house property was allotted to his share had requested the other partners to execute a registered deed in order to mutuate entries in his name in the public records and accordingly Partition Deed dated 09.11.1983 was executed between the said three brothers. After the retirement deed dated 31.03.1983, there was an oral division between this defendant's father and the said Mohammed Abdullah under which a mill and house property were allotted to the share of the said Mohammed Abdullah and the entire suit property was allotted to the share of this defendant's father. Though this defendant's father became the absolute owner of the suit property even before 09.11.1983 with the full consent and knowledge of the said Jamalia Syed Yaseen, his name was included in the said partition deed nominally as though he was also a sharer in the suit property. The name of late. Jamalia Syed Yaseen was included in the



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said partition deed without any intention to give any benefit to him. The said partition deed is sham and nominal and it was never acted upon. The said partition deed is nothing but a dead letter. The said document never conferred any right or ownership upon the late. Jamalia Syed Yaseen in respect of the suit property.

6.3. The plaintiffs have not filed even a single document alongwith the plaint to show their alleged joint possession over the suit properties. The plaintiffs and their predecessor-in-title have been excluded from the enjoyment of the suit property for the period of more than 30 years. Therefore, the claim of the Plaintiffs, if any is hopelessly barred by limitation. The said Jamalia Syed Yaseen who died on 30.09.1987 never took any part in the business of the Firm and he had never been in enjoyment of the suit property. The said Jamalia Syed Yaseen had never been paid any income from the said business. As per the Partition deed dated 05.05.1994, this defendant was allotted a separate property towards his share which is described in Schedule 'B' thereunder. The suit property was allotted jointly to the share of the 2nd defendant and his father, which is described in Schedule 'A' thereunder. The defendants 1 and 3 namely the mother and sister of the 4th defendant were given cash for their share as referred in 'C' and 'B' Schedule in the partition deed dated 18.01.2011. The

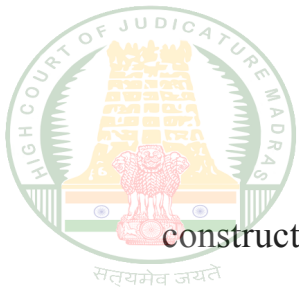


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exclusive possession and enjoyment of the suit property by this defendant and others commenced on 01.04.1983 to the adverse interest of the parties and never discontinued upto this date. The plaintiffs also never interfered with the said exclusive possession and enjoyment of the defendant, his father and brother. The suit for mere partition is not maintainable without a prayer for declaration in respect of the documents as mentioned in detail supra. There is no cause of action to file this suit. Hence, this suit is liable to be dismissed with the cost of this defendant.

7. The case of the fifth and sixth defendants in brief is as follows:

7.1. The contents of plaint is denied as totally false. The plaintiffs are not entitled to get any relief in this Suit. The suit is highly vexatious and speculative and it is baseless. The plaintiffs suppressed the material and real facts for the purpose of maintaining the suit. The three sons of Mappillai Meera Maidheen Sayabu, namely Syed Mohammed, Mohammed Abdullah and Jamalia Syed Yaseen had stated a partnership business under a partnership dated 01.04.1961 in the name of style of "M.M.P.M.Syed Mohammed" in Dindigul and Chennai out of the income derived from the said business they purchased some properties in their name, under various sale deeds. The said three partners purchased the suit properties as a vacant site and raised a



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construction therein and run the said business in the suit properties jointly. The plaintiffs are the wife and children of the said Jamalia Syed Yaseen and the defendants 1 to 4 are the wife, two sons and daughter of the said Syed Mohammed. While so, the said Syed Mohammed's first son, namely Mappillai Meera Maidheen (2nd defendant in the suit) joined as one of the partners in the said Firm from 01.04.1971 as per the partnership deed dated 01.04.1971.

7.2. Later, the 2nd son of the said Syed Mohammed, namely, the 4th defendant in the suit also joined as one of the partners in the said Firm and a partnership deed was entered into between the said Mohammed, his two sons and his said two brothers, under a partnership deed dated 01.04.1977, then the said business was run by all the said five partners. While so, out of said five partners, two partners, namely, one Mohammed Abdulla and Jamalia Syed Yaseen, retired from the said partnership Firm, they also executed a deed of retirement from the partnership and the suit properties in which the said Firm business was run was also divided between the said partners orally and in the said oral partition, the house and mill property situated in Dindigul Town, Batlagundu Road, in T.S.No.378B and 379B in Door No.17 was allotted to the share of the said Mohammed Abdullah and the suit properties were allotted to the share of the said Syed Mohammed and since the said Jamalia Syed Yaseen



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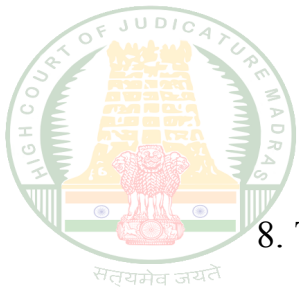
was particular in getting his share value only in cash, he was paid amount towards his share in the said partnership Firm and its properties, then as per the partnership deed dated 01.04.1983, Syed Mohammed and his two sons namely the 2nd and 4th defendants alone had been running the said business exclusively in the suit properties and either the said Mohammed Abdullah or the said Kamalia Syed Yaseen never objected the same.

7.3. Furthermore, when dispute arose between the said Syed Mohammed and his two sons in dividing the suit and other properties, the said Mohammed Abdullah and Jamalia Syed Yaseen intervened into the matter and in their presence, the suit and other properties were divided amicably between them and later a registered partition deed dated 05.05.1994 was also entered into between them, and in the said partition deed, the entire suit properties were allotted to the share of the said Syed Mohammed and the 2nd defendant herein towards their share, and the said Jamalia Syed Yaseen and Mohammed Abdullah, knowing the contents of the said document, attested the same. Hence by rule of estoppel by conduct, silence, acquiescence, document and attestation also the said Jamalia Syed Yaseen or his legal heirs are precluded from claiming any right over the suit properties. The 2nd defendant, who was allotted the 1st item of the suit properties and an extent of 1.04 acres on the Eastern side in item



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number 3 of the suit properties, sold the item 1 of the suit properties and an extent of 0.31 + 0.14 acres in item 2 of the suit properties, to the 5th defendant herein, for valid consideration under a registered sale deed dated 29.04.2011. Similarly, the 2nd defendant sold his remaining share of the properties, namely an extent of 0.58 acres in item 2 of the suit properties to the 6th defendant herein, for valid consideration under a registered sale deed dated 29.04.2011. Thus, the 5th and 6th defendants become the owners of the suit properties. These defendants are in possession and enjoyment of the suit properties for more than the statutory period, openly, continuously and without any objections from the plaintiffs and the said Jamalia Syed Yaseen for more than the statutory period. The plaintiffs have no right, title and interest over the suit properties and they never enjoyed the suit properties. The plaintiffs are not in possession of the suit properties. The plaintiffs ought to have sought a relief of declaration of their alleged title over the suit properties and for recovery of possession. Since the plaintiffs are not in joint possession of suit properties, they ought to have paid the Court Fees U/s 37(1) of T.N.C.F. and Suit Valuation Act. The plaintiffs have no cause of action to file this suit. Hence, the Plaint filed by the Plaintiffs is liable to be dismissed with the cost of 5th and 6th defendants.



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8. The Trial Court, upon considering the above pleadings, has framed the following issues:

(i) Whether the plaintiffs are entitled for partition of 1/2 share in the suit properties as prayed for?

(ii) Whether the plaintiffs are entitled for Permanent Injunction against the defendants as not to alter and make encumbrance in the suit properties as sought for?

(iii) Whether the suit properties were already divided between the parties orally and allotted?

(iv) Whether the 2nd defendant father's share in the suit properties are divided under two registered partition deeds dated 18.01.2011 and 09.11.1983?

(v) Whether the suit is bad for misjoinder of unnecessary parties i.e., 2nd and 3rd defendants?

(vi) Whether the suit properties are not in joint possession of the plaintiff's predecessor in the title and enjoyment alongwith 4th defendant's



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(vii) Whether the properties of 4th defendant's father was divided as per registered partition deed dated 18.01.2011?

(viii) Whether the Properties of D.4's father was divided as per registered partition deed dated 18.01.2011?

(ix) Whether the Gift Deed dated 06.03.2012 is genuine?

(x) Whether the defendants No.5 & 6 are bonafide purchasers?

(xi) To any other relief?

9. Thereafter an additional issue No.1 was framed by the Trial Court on 29.01.2020 and the same is as follows:

Whether the sale deed executed by 4th defendant in favour of 7th defendant is sham and nominal one as per Sec.53 of Transfer of Property Act?

10. The learned Trial Judge, upon considering the pleadings, the evidence both oral and documentary and on hearing the arguments of both sides, has



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passed the judgment and decree dated 11.02.2020, by answering issues No.1 and 2 as against the plaintiffs. That apart to avoid multiplicity of proceedings, the learned Trial Court scrapped issues No. 3, 5 to 9. Thereafter the learned Trial Court proceeded to decide issue No. 4 in favour of the defendants, that is, as against the plaintiffs, thereby dismissing the suit with cost of the 2nd to 6th defendants.

11. Aggrieved by the impugned judgment and decree, the plaintiffs have preferred the present Appeal Suit.

12. Submissions of the Appellants / Plaintiffs:

The learned counsel for the appellants / plaintiffs submitted that, the suit properties are situated in Seelappadi village of Dindigal Taluk. Those properties were purchased by a registered sale deed dated 21.06.1976 together by the sons of one Mapillai Meera Mohaideen Sayabu, namely Syed Mohammed, Mohammed Abdullah and Jamalia Syed Yaseen. Thus, all those three brothers shared the suit properties together in common. The said partition deed has been marked as Ex.A-1. On 09.11.1983, those three brothers entered into a registered partition deed with respect to their properties and accordingly the suit properties were allotted to Syed Mohammed and Jamalia Syed Yaseen. Both



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13. Submissions of the 5th and 6th defendants:

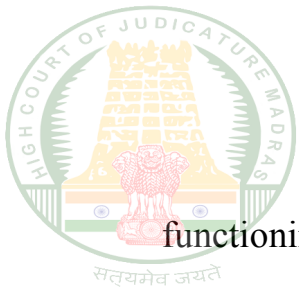
Per Contra, the learned counsel for the 5th and 6th defendants submitted that, the sons of Mapillai Meera Mohaideen Sayabu, namely, Syed Mohammed,



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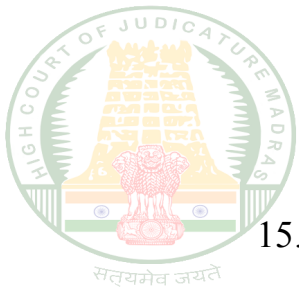
Mohammed Abdullah and Jamalia Syed Yaseen, started a partnership business dealing in hides and skins under the partnership deed dated 01.04.1961, in the name and style of “M.M.P.M.Syed Mohammed”. The said business was started and run in Dindigul as well as in Chennai and out of the common income from the said business, they had purchased few properties in their names under various sale deeds. They had jointly run the said business and they were in joint possession, title and enjoyment over the said properties. In that course, they also purchased the suit properties as a vacant site and raised a construction therein and run the said business in the suit properties jointly. The plaintiffs are the legal heirs of the said Jamalia Syed Yaseen and the defendants 1 to 4 are the legal heirs of the said Syed Mohammed and the 2nd defendant is one of the sons of the said Syed Mohammed. 2nd defendant joined as one of the partners in the aforesaid firm with effect from 01.04.1971 and a partnership deed was also entered into on the same date.

14. Further, the 4th defendant who is the brother of the second defendant was also inducted as one of the partners of the said firm for which another separate partnership was also entered into between Syed Mohammed, the 2nd defendant, the 4th defendant and the two brothers of Syed Mohammed under partnership deed dated 01.04.1977 and thus, totally the firm continued



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functioning with five partners. Meanwhile, two of the five partners of the said firm namely Mohammed Abdullah and Jamalia Syed Yaseen decided to retire from the said partnership. For which they also executed a deed of retirement from partnership under a retirement deed dated 01.04.1983 and at the time of retiring from the said partnership, the properties purchased out of the income from the said partnership and the suit properties in which the said firm business was run were also divided between the said partners orally and in the said oral partition, the suit properties were allotted to the share of Syed Mohammed and the house and mill situated in Dindigul, Badlagundu Road in T.S.No. 378B and 379B was allotted to the share of the said Mohammed Abdullah. The husband of the first plaintiff namely Jamalia Syed Yaseen was paid an amount towards his share in the said partnership firm and his properties since he was inclined to get share value only in cash. Thereafter, from the date of retirement, the remaining parties namely the 2nd defendant's father, the 2nd defendant and the 4th defendant continued the said firm by entering into a revised partnership deed dated 01.04.1983. From 01.04.1983, it is only the 2nd defendant, 4th defendant and his father who were running the said business exclusively in the suit properties and neither Mohammed Abdullah nor Jamalia Syed Yaseen had ever objected the same.



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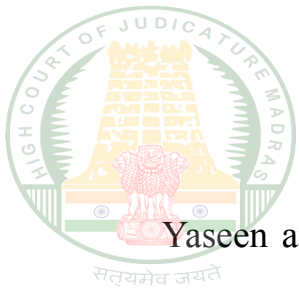
15. In fact, the said Mohammed Abdullah and the said Jamalia Syed Yaseen have also attested in the partnership deed entered into between Syed Mohammed and his two sons i.e., the defendant two, four and their father. He further submitted that since said mill and house property were also allotted to the share of Mohammed Abdullah, for the purpose of changing the tax registry and for incidental purposes, he wanted a document in writing evidencing the allotment of the said property towards his share in the partnership firm. Hence, on 09.11.1983, a registered partition deed was entered into between Mohammed Abdullah, Syed Mohammed and Jamalia Syed Yaseen. Though the suit properties were not allotted to the share of Jamalia Syed Yaseen and they were with his knowledge and consent allotted to the share of the second defendant's father, Syed Mohammed alone as per the advice of the scribe, half share in the suit properties were nominally shown to have been allotted to the share of Jamalia Syed Yaseen and the remaining half share in the suit properties alone were recited to have been allotted to the share of the second defendant's father, that is, Syed Mohammed. Since the said Jamalia Syed Yaseen had already retired from the said partnership, it was never intended to allot any portion of the suit properties to Jamalia Syed Yaseen and since the said business was being run in the entire suit properties, he could not also have enjoyed the suit properties in any way and in any manner after the said retirement. Thus, the



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recitals in the said partition deed that he was allotted an undivided half portion of the suit properties were never acted upon and it was only a sham and nominal document. It is significant to note that the said Jamalia Syed Yaseen died on 13.09.1997 and from the date of the said registered partition in 1983 up to the year of his death in 1997, during those 14 years, he never took any part in the partnership business nor paid any amount out of his income from the said business nor enjoyed the suit properties.

16. He further reiterated that when a dispute arose between the 2nd defendant, the 4th defendant and his father, the said dispute was resolved by the intervention of Mohammed Abdullah and Jamalia Syed Yaseen and as suggested by them, the 4th defendant retired from the said partnership firm under a deed of retirement dated 01.04.1993 and in the said retirement deed also, Mohammed Abdullah and Jamalia Syed Yaseen knowing the contents of the said document had attested the same. Furthermore, when the dispute arose between the 2nd defendant, his father and the 4th defendant in dividing the suit and other properties as well, it was mediated only by Mohammed Abdullah and Jamalia Syed Yaseen and only in their presence, the suit and other properties were divided amicably between them. In the aforesaid partition deed entered into between them under partition deed dated 05.05.1994, the said Jamalia Syed



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Yaseen and Mohammed Abdullah knowing the contents of the said document attested the same. Hence, by rule of estoppel, by conduct, silence, acquiescence, document and attestation, the said Jamalia Syed Yaseen or his legal heirs are precluded from claiming any right over the suit properties. The plaintiffs have purposely for maintaining the suit, have suppressed all these material facts and the attestation of the first plaintiff's husband in both the partnership as well as the partition deed entered into between the defendant, the 4th defendant and their father and the same will go a long way to show that the first plaintiff's husband was not at all concerned with the suit properties in any way and in any manner and on that basis, pressed for dismissal of the appeal.

17. The learned counsel for the 5th and 6th defendants submitted that after the death of Syed Mohammed, the 2nd defendant stopped running the said business from about 2000 year and he demolished the entire building in the suit properties, removed all the machineries in the suit properties and sold them. The 2nd defendant alone enjoyed the entire sale proceeds and he converted the suit properties as a vacant site. But the plaintiffs who are the legal heirs of Jamalia Syed Yaseen never involved in any of the said alterations. Later, Syed Mohammed's share in the suit properties was further divided between his wife, his two sons, namely the 2nd and 4th defendants and their sister under a



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registered partition deed dated 18.01.2011 and as per the two partition deeds, in the suit properties, the 2nd defendant was allotted an extent of 0.73 + 0.31 on the eastern side, (totally an extent of 1.04 acres) out of 1.46 acres, in survey no. 478/3B and 0.07 acres in survey No.478/2B and the 4th defendant was allotted under the second partition deed, an extent of 0.42 acres on the western side, out of 1.46 acres in survey No.478/3B, in the suit properties and they were in possession and enjoyment of the same. The plaintiffs were also aware of the second partition deed and they never objected the same.

18. In fact, on the basis of the said partition deed, the defendants two and four also earmarked their respective shares by surveying and had laid iron barbed wire fence with pillar stones and it was never objected by the plaintiffs at any point of time in any manner till the filing of this suit. Thereafter, the 2nd defendant who was allotted with item no.1 of the suit properties to an extent of 1.04 acres on the eastern side in item no.3 of the suit properties, sold item no.1 of the suit properties and an extent of 0.31 + 0.14 acres in item no.2 of the suit properties, to the 5th defendant for a valid consideration under a registered sale deed dated 29.04.2011. Similarly, the 2nd defendant sold his remaining share of the properties namely an extent of 0.58 acres in item no.2 of the suit properties to the 6th defendant for a valid consideration under a registered sale deed dated



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29.04.2011. Thus, the defendants five and six have become owners of the suit

properties. On the date of sale deed itself, the 2nd defendant handed over the possession of the properties to the defendants and the defendants 5 and 6 alone were are in possession and enjoyment of their respective properties. 5th and 6th defendants are husband and wife and after purchase of the suit properties, they had invested on the said property by levelling the same, filling several loads of sand and earth and have also raised an arch with pillars in front of the suit properties. They have also laid fence on the line of the highway in the said properties. The 5th and 6th defendants have also taken all initial steps for selling the same into pieces of lands and they have spent more than Rs.4,00,000/- (Rupees Four Lakhs only) towards the development of the suit properties to make it fit to be used and enjoyed and for selling the same into parts.

19. Thus, the 5th and 6th defendants are continuously in absolute possession and enjoyment of the suit properties and the plaintiffs have never ever visited the suit properties and have objected the defendants 5 and 6 from enjoying the suit properties. The plaintiffs have no right over the suit properties and since the defendants 5 and 6 have purchased major portion of the suit properties and they are also in possession of the same, the plaintiffs ought to have sought a relief of declaration of their alleged title over the suit properties



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and for recovery of possession. The suit as framed is unsustainable and the plaintiffs have knowingly misconceived the prayer and on that basis pressed for dismissal of the appeal.

20. The learned counsel for the 5th and 6th defendants further submitted that the 1st, 2nd and 3rd defendants, that is, the respondents 1 to 3 are necessary parties and without hearing them, this Appeal may not be disposed of. However, on perusal of records, it is made clear that the notice in respect of R1 and R2 has been refused and hence the notice in respect of R1 and R2 has been deemed to have been completed, since they refused the notice on 03.03.2022. However, since the notice in respect of R3 returned as insufficient address, fresh notice was issued to R3. Further, the 3rd respondent did not turn up with private notice being permitted. However, at the time of arguments, the learned counsel for the appellants filed a memo seeking to dispense with the issuance of notice to the third respondent, since already notice process has been refused by the respondents 1 and 2 who are the brothers of the 3rd respondent.

21. The points for consideration are as follows:

(i) Whether the Trial Court erred in holding that despite the presence of



Exhibit A-2 and the same have been proved that Jamalia Syed Yaseen has got half share in the suit properties, but the same is not acted upon from the year 1983 as admitted by PW-1 in his cross-examination?

(ii) Whether the Trial Court erred in coming to a conclusion that Exhibit A-2 is only a sham and nominal document which was never acted upon?

(iii) Whether the Trial Court erred from holding that as per Exhibit B-9, late. Jamalia Syed Yaseen signed as an attester in the partition deed effected among the defendant's family and that the said Jamalia Syed Yaseen had also relinquished his right from the partnership firm vide Exhibit B-4 which is situated in the suit properties and that itself would show that plaintiffs are not entitled to get any share in the suit properties?

(iv) Whether the Trial Court erred in holding that defendants 5 and 6 are bona fide purchasers of the properties for a valuable consideration from the 2nd defendant.

(v) Whether the Trial Court erred in holding that the sale deeds executed by the 4th defendant in favour of the 7th defendant is not a sham and nominal



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one and the same is not hit by Section 53 of the Transfer of Property Act?

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22. The Trial Court on behalf of the plaintiffs examined one Sahul Hameed, that is, the 5th plaintiff as P.W-1 and one Manikam as P.W-2 and Exhibits A-1 to A-8 were marked on the side of the plaintiffs, likewise 2nd defendant Mapillai Meera Mohaideen was examined on the side of the defendants as D.W-1 and one Maria Selvaraj was examined as D.W-2, one R.Ganesan was examined as D.W-3 and the 4th defendant, Mohammed Hanifa was examined as D.W-4 and one Akbar was examined as D.W-5. Exhibits B-1 to B-29 were marked as documents on the side of the defendants. Exhibits C-1 and C-2, that is, the SRO copy of the sale deed executed in favour of K. Rathinam by S. Mapillai Meera Mohaideen and 4 others and another SRO copy of another sale deed executed in favour of R. Selvi by S. Mapillai Meera Mohaideen and 4 others dated 29.04.2011 was marked as Court documents as Exhibits C-1 and C-2.

23. The case of the plaintiffs is that, the suit properties situated in Seelappadi village of Dindigul Taluk originally belonged to the sons of



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S. Mapillai Meera Mohaideen Sayabu, namely, Syed Mohammed, Mohammed Abdullah and Jamalia Syed Yasin by the strength of a registered sale deed dated 21.06.1976. Thereafter, in the year 1983, those brothers entered into a registered partition deed with respect to the suit and other properties in which the suit properties were allotted to Syed Mohammed and Jamalia Syed Yaseen by a registered partition deed dated 09.11.1983. Both were given half share over the plaint scheduled properties, both of them enjoyed the properties in common without any partition. While so, Syed Mohammed passed away before 15 years leaving behind his wife, that is, the first defendant and his children namely defendants 2 to 4 as his legal heirs.

24. After the demise of Syed Mohammed, the 1st to 4th defendants and Jamalia Syed Yaseen together enjoyed the suit properties. In the meanwhile, on 13.09.1997, Jamalia Syed Yaseen passed away leaving behind his wife and their children who are the 1st plaintiff and 2nd to 5th plaintiffs respectively. Thereafter, the legal heirs of Syed Mohammed and Jamalia Syed Yaseen together owned the suit properties jointly and enjoyed the same without any partition. In the meanwhile, one of the sons of Jamalia Syed Yaseen namely Mapillai Meera Mohaideen passed away on 08.07.2011 and his wife and daughter were impleaded as 6th and 7th plaintiffs respectively. The legal heirs of Syed



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Mohammed namely the defendants 1 to 4 have created fraudulent documents and have sold the entire suit properties to defendants 5 to 6 and the said sale deeds will not have any legal validity and the same will not affect the right and title of the plaintiffs with respect to the suit properties. On 01.05.2012, the 5th and 6th defendants entered into the undivided suit properties without permission and attempted to divide the same into house sites and hence this suit.

25. That apart, on 30.11.2015, the 4th defendant had sold yet another portion of the suit properties in favour of the 7th defendant for a sum of Rs. 1,09,87,200/- (Rupees One Crore Nine Lakhs Eighty Seven Thousand and Two Hundred only) and the same has to be declared as null and void, since the same is hit by the principles of lis pendens. The case of the defendants is that the entire suit properties belong to the partnership firm namely, “M.M.P.M. Syed Mohammed” in which the three brothers namely Syed Mohammed, Mohammed Abdullah and Jamalia Syed Yaseen started a partnership business dealing in hides and skins under a partnership deed dated 01.04.1961. Though the said business was commenced under the partnership of three partners at the first instance later, Syed Mohammed's first son namely Mapillai Meera Mohaideen, that is, the 2nd defendant in the suit was inducted as one of the partners in the said firm by a partnership deed dated 01.04.1971. In due course of time under



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yet another partnership deed dated 01.04.1977, the 4th defendant was also inducted as one of the partners in the said firm. While so, of the said five partners, two partners, namely, Mohammed Abdullah and Jamalia Syed Yaseen, retired from the said partnership business under the deed of retirement from partnership dated 01.04.1993. It is vehemently contended by the defendants that at the time of retirement from partnership, the properties purchased out of the income from the said partnership and the suit properties, in which the said business was run were also divided between the said partners orally.

26. In the aforesaid oral partition, the house and mill property situated in Dindigul town, Badlagundu road in T.S.Nos. 378 B and 379 B in Door No.17 was allotted to the share of Mohammed Abdullah and the suit properties were allotted to the share of Syed Mohammed and Jamalia Syed Yaseen received his share value in cash. Ever since the said deed of retirement dated 01.04.1993, the partnership business was exclusively run by Syed Mohammed, the 2nd and 4th defendants. On the same date of the deed of retirement, that is, on 01.04.1983 itself, the remaining partners, namely, Syed Mohammed, Mapillai Meera Mohaideen and Mohammed Hanifa, that is, the 2nd and 4th respondents in this original suit entered into a fresh deed of partnership dated 01.04.1983 in which both Mohammed Abdullah and Jamalia Syed Yaseen remained as



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attesting witnesses. The recitals of the partition deed dated 09.11.1983 effected between Syed Mohammed, Mohammed Abdullah and Jamalia Syed Yaseen would show that both Syed Mohammed and Jamalia Syed Yaseen together were allotted with an undivided half portion of the suit properties. However, in terms, the aforesaid recitals in the said partition deed was not acted upon and neither Jamalia Syed Yaseen nor his legal heirs enjoyed the possession of the suit properties at any point of time ever since the deed of retirement from 01.04.1983. The entire suit properties belong to the partnership firm. In the meanwhile, a registered partition deed was effected between “M.M.P.M. Syed Mohammed” the 2nd and 4th defendants on 05.05.1994, in which both the Mohammed Abdullah and Jamalia Syed Yaseen had attested the same. The defendants categorically contend that the attesters, namely, Jamalia Syed Yaseen and Mohammed Abdullah were aware of the contents of the said partition deed and hence those attesters and their legal heirs by rule of estoppel by conduct, silence, acquiescence, document and attestation are precluded from claiming any right over the suit properties.

27. After the death of Syed Mohammed, 2nd defendant stopped running the business around in the year 2000 and he demolished the entire factory building and removed the machineries in the suit properties and sold them. The



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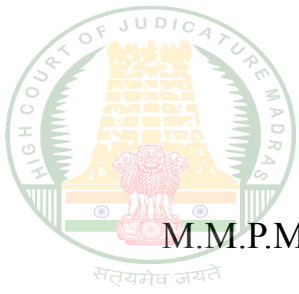
2nd defendant alone enjoyed the entire sale proceeds and also changed the suit properties as vacant site. 5th and 6th defendants are bona fide purchasers for value who purchased a portion of the suit properties on 01.05.2012 and the 7th defendant is yet another bona fide purchaser for value vide sale deed dated 30.11.2015 and hence, the plaintiffs are not entitled for any reliefs as sought for.

28. The suit properties consist of 3 items, namely,

- (i) 5 cents land comprised in survey No.478/2 of Seelappadi village, Dindigul taluk,
- (ii) 7 cents land comprised in survey No.478/2 of Seelappadi village of Dindigul taluk, and
- (iii) 1 acre 46 cents land comprised in survey No.478/3B of Seelappadi village, Dindigul taluk.

29. Deed of partnership firm of M.M.P.M. Syed Mohamed (Exhibit B1):

On 1st April 1961, an indenture of partnership was entered into between the sons of Mapillai Meera Mohaideen Rauther Sayabu, namely, (i)



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M.M.P.M.Syed Mohammed, aged about 35 years, (ii) M.M.P.M Mohammed Abdullah aged about 31 years, (3) M.M.P.M Jamaliala Syed Yaseen, aged about 21 years, all of them residing at Dindigul. The aforesaid partners agreed to carry on leather business in partnership under the firm, name and style of M.M.P.M. Syed Mohammed. The said partnership business was for the purpose of buying and selling of hides and skins on commission basis and tanning. The partnership business was resolved to be carried on at Dindigul or at such other places as the partners may agree upon and decide from time to time. That apart, the partners contributed an amount of Rs.5000/- (Rupees Five Thousand only) each as capital and it was agreed among themselves that they are entitled to draw an amount of Rs.200/- (Rupees Two Hundred only) per head against their share of profits every month. Than the share capital of Rs.5000/- (Rupees Five Thousand only) contributed by each of the partners, no details of properties are reflected in the said partnership deal.

30. Sale deed bearing document No.326 of 1976 of Dindigul Sub-Registry, dated 21.06.1976 (Exhibit A1):

On 21.06.1976, the sons of one Mapillai Meera Mohaideen Rowther, namely, M.M.P.M. Syed Mohammed, M.M.P.M. Mohammed Abdullah, and M.M.P.M.Jamalia Syed Yasin together purchased all the 3 items in the suit



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properties from one Mohammed Hanifa, son of Haji Meera Mohaideen Rowther, Mohammathiyapurm, Dindigul. A careful reading of the recitals of the aforesaid sale deed would reveal that there is no reference about the partnership firm namely, “M.M.P.M. Syed Mohammed” partnership firm, in any part of the said document.

31. Deed of Partnership dated 01.04.1977 (Exhibit B2):

The three sons of Mappillai Meera Mohaideen Rautar Sayabu, namely, M.M.P.M Syed Mohammed, aged about 51, M.M.P.M Mohammed Abdullah, aged about 47 and M.M.P.M Jamaliala Syed Yaseen, aged about 37, who were residing at Mohammathiyapuram, Dindigul, entered into a partnership deed on 01.04.1977 with the sons of M.M.P.M Syed Mohammed, namely, S. Mappillai Meera Moideen, son of M.M.P.M Syed Mohammed, aged about 27 and S. Mohammed Hanifa, son of M.M.P.M Syed Mohammed, aged about 20, residing at No. 27, Kattur, Sadaiyappan Street, Periyamate, Madras-3. As per the said partnership deed, while the sons of Mappillai Meera Moideen Rautar Sahibu have been carrying on a tannery business at Dindigul and commission mandi at Madras by virtue of the partnership deed dated 01.04.1971, the sons of Syed Mohammed, namely, Mappillai Meera Moideen and Mohammed Hanifa, who were assisting the Madras office were desirous to join the firm by contributing



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capital, as a result of which, the sons of Mappillai Meera Mohaideen Rauter

Sayabu have come forward to execute the partnership deed dated 01.04.1977

along with S. Mappillai Meera Mohaideen and S. Mohammed Hanifa, sons of

M.M.P.M Syed Mohammed. In terms of the said partnership deed, each of the

five partners contributed a capital amount of Rs.5000/- (Rupees Five Thousand

only) to a total amount of Rs.25000/- (Rupees Twenty Five Thousand only),

which remained as the capital for the said partnership. It was specified in the

said partnership deed that the name of the partnership shall be M.M.P.M Syed

Mohammed, tanners and exporters, head office situated at

Mohammathiyapuram, Dindigul and branch situated at 27, Kattur, Sadaiyappan

Street, Periyamate, Madras-3. However, even in the said partnership deed, there

are no details of any other movable or immovable properties except the total

share capital of Rs.25000/- (Rupees Twenty Five Thousand only) as contributed

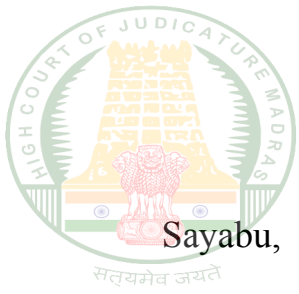
by each of the shareholders to a tune of Rs.5000/- (Rupees Five Thousand

only). The said partnership firm continued functioning under the partnership of

five partners from 01.04.1977.

**32. Partnership deed bearing document No.2149 of 1983 of Nagal
Nayakanpatti Dindigul sub-registry dated 09.11.1983 (Exhibit A2):**

On 09.11.1983, the three sons of Mapilai Meera Mohaideen Rauter



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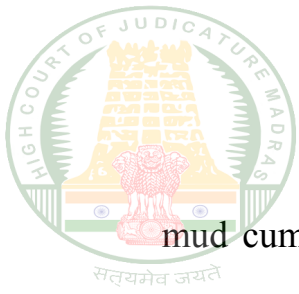
Sayabu, namely, Syed Mohammed, Mohamed Abdullah and Jamalia Syed

Yaseen, executed a partition deed bearing document No.2149 of 1983 of Nagal Nayakanpatti, Dindigul Sub-Registry, with respect to all the three items of the suit and other properties among themselves. Aforesaid partition deed, A-scheduled property was allotted to Syed Mohammed, B-scheduled property was allotted to Mohammed Abdullah and Jamalia Syed Yaseen was allotted with the C-scheduled property. It is interesting to note that, an undivided joint one half share in all the three items of suit scheduled properties were allotted as A-scheduled property in favour of Syed Mohammed and yet another undivided joint one half share in all the items of the suit properties were allotted to Jamalia Syed Yaseen in as C-scheduled properties.

33. Description of A-scheduled property in the said partition deed (Exhibit B2):

Item No.1: Undivided joint one half share in 5 cents land comprised in survey No. 478/2 of Seelappadi village, Dindigul taluk, Dindigul district.

Item No.2: Undivided joint one half share in 7 cents land comprised in survey number 478/2 of Seelappadi village, Dindigul taluk, Dindigul district. Joint one half share in the water well with 5 HP oil motor pump and all other accessories situated in the aforesaid 7 cents of land. Joint one half share in the



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mud cum brick walled and Kallikottai tile roofed building built up in a total area of 600 square feet (that is 300 square feet) along with all accessories and 7 coconut trees together a value of Rs.10,760/- (Rupees Ten Thousand and Seven Hundred and Sixty only).

Item No.3: Undivided joint one half share in 1 acre 46 cents land comprised in survey No.478/3B of Seelappadi village, Dindigul taluk, Dindigul district.

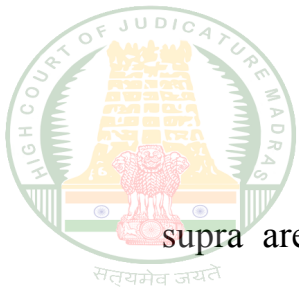
(i) Joint one half share in the terrace office room with a built up area of 925 square feet, (that is 462 and a half square feet).

(ii) Joint one half share in the power room with accessories.

(iii) Joint one half share in the asbestos roofed machinery hall in a built up area of 2,695 square feet, (that is 1,347 and a half square feet) along with all accessories including roof, setting machine-1, cellar machine-1, pedal machine-2, drum machine-2, 3HP electric motors-6 numbers with accessories, electric power connection No.SC139, including EB deposit amount,

(iv) Joint one half share in the stone pillared and tile roofed shop in a built up area of 4,440 square feet, (that is 2,220 square feet) including accessories and roof, along with tanning tanks.

Note: It is specifically mentioned that all the machineries mentioned



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supra are portable and were in working condition on the date of the said partition.

34. Deed of release dated 01.04.1983 (Exhibit B3 & B4):

On 01.04.1983, M.M.P.M Mohammed Abdullah and M.M.P.M Jamalia Syed Yaseen, sons of Mapillai Meera Mohaideen Rauther Sayabu, residing at Muhamadiapuram, Dindigul, executed a deed of release in favour of M.M.P.M Syed Mohammed, son of Mapillai Meera Mohaideen Rauther Sayabu, S. Mapillai Meera Mohaideen, son of M.M.P.M Syed Mohammed and S. Mohammed Hanifa, son of M.M.P.M Syed Mohammed, thereby retiring from the partnership of the partnership firm, namely, M.M.P.M Syed Mohammed as and from 01.04.1983. It is specifically mentioned in the aforesaid deed of release that the parties to the deed of release have been conducting a business in partnership dealing in hides and skins buying and selling on commission basis, etc., under the name and style of M.M.P.M Syed Mohammed at No.27, Kattur, Sadayappan street, Periamet, Madras-600 003, by virtue of a deed of partnership executed by them on 01.04.1977. It has been further mentioned that, the releasors, namely M.M.P.M Mohammed Abdullah and M.M.P.M Jamalia Syed Yaseen have expressed their desire to settle their accounts in the firm and the releasees have consented to their retirement from the partnership

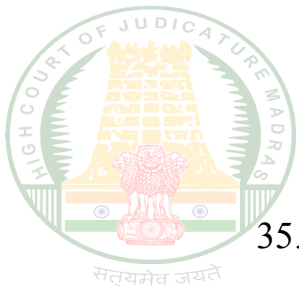


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business. It is further recorded that, the accounts of the firm of Messrs.

M.M.P.M Syed Mohammed have been taken as at 31.03.1983 and it has been found that a sum of Rs.1,17,578.50 is payable to the releasor No.1 - M.M.P.M Mohammed Abdullah and a sum of Rs.1,16,127.11 is payable to the releasor No.2 - M.M.P.M Jamalia Syed Yaseen as per the books of accounts. It is further recorded that, the releasors have agreed to receive the aforesaid amount in full settlement in all their - share rights, title, stock in trade, interest, book debts tannery together with building and machinery etc., in the partnership, share of profit etc., as per the books of account as at 31.03.1983. It is further recorded that, the releasees will therefore take the said business as a going concern and continue the same on their own responsibility without any manner of claim demand interference or interruption from or by the releasors.

Note: It is pertinent to mention that the details of the suit properties are not incorporated in the said release deed and the release deed was specifically with respect to the business in partnership dealing in hides and skins, buying and selling on commission basis etc., under the name and style of M.M.P.M. Syed Mohamed at No.27, Kattur, Sadayappan street, Periamet, Chennai-3.

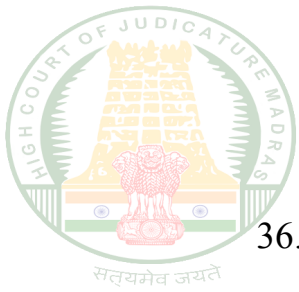


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35. Deed of partnership dated 01.04.1983 (Exhibit B3 and Exhibit

B4):
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On 01.04.1983, a deed of partnership was executed between M.M.P.M.Syed Mohamed, son of Mapillai Meera Mohaideen Rauther Sayabu, aged about 57, S.Mapillai Meera Mohaideen, son of M.M.P.M.Syed Mohammed, aged about 33 and S.Mohammed Hanifa, son of M.M.P.M.Syed Mohammed, aged about 26, for the purpose of carrying on business dealing in hides and skins on commission basis in partnership under the name and style of M.M.P.M. Syed Mohammed, with effect from 01.04.1983 by taking over all the assets and liabilities of the old firm at book value as at 31.03.1983. The factum of the execution of a release deed from partnership dated 01.04.1983 executed by M.M.P.M. Mohammed Abdullah and M.M.P.M.Jamalia Syed Yaseen was also recorded in the said deed of partnership. However, the said instrument reveals that the name and style of the partnership firm shall continue to be M.M.P.M. Syed Mohammed and the place of partnership business shall be at Muhamadiyapuram, Dindigal as head office and No.27, new No.14, Kattur Sadayappan street, Periyamet, Madras-3 as a branch or at such other place or places as may be determined by the partners from time to time. M.M.P.M. Mohammed Abdullah and Jamalia Syed Yaseen have signed the said deed of partnership as attesting witnesses.



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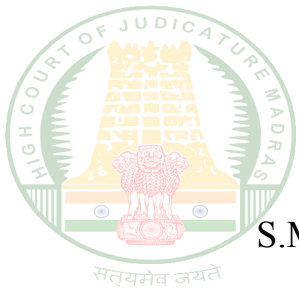
36. Retirement deed dated 01.04.1993(Exhibit B6):

On 01.04.1993, M.M.P.M.Syed Mohamed along with S.Mapillai Meera Mohaideen executed a deed of retirement with S.Mohamed Hanifa, by which the said S.Mohamed Hanifa agreed to retire from the partnership as and from 01.04.1993. Even in that deed, M.M.P.M.Mohamed Abdullah and Jamaliala Syed Yasin have made their signatures as attesting witnesses.

37. Partnership deed dated 01.04.1993 (Exhibit B7):

On 01.04.1993, a partnership deed was executed between M.M.P.M.Syed Mohammed, son of Mapillai Meera Mohaideen Rauther, aged about 67 years and S.Mapillai Meera Mohaideen, son of M.M.P.M.Syed Mohammed, aged about 37 years, agreeing to carry on a business in partnership firm in the name and style of M/s.M.M.P.M.Syed Mohammed with effect from 01.04.1993. It is recorded in the said deed that the name and style of the partnership firm shall continue to be M/s.M.M.P.M.Syed Mohammed and the place of partnership business shall be at Dindigul with the branch at Madras. M.M.P.M.Syed Mohammed and S.Mapillai Meera Mohaideen agreed to have partner's interest on capital to be divided between the partners as under:

M.M.P.M.Syed Mohammed – 2/3 share



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S.Mapillai Meera Mohaideen – 1/3 share

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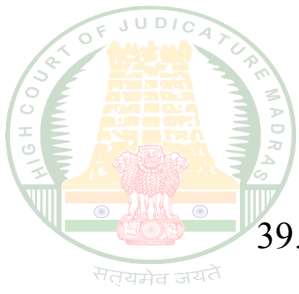
It was further recorded in the said deed that both the partners were entitled to interest on the amounts standing to their capital and current accounts at a rate to be decided by the partners not exceeding 18 percent per annum. That apart, both Mohammed Abdullah and Jamalial Syed Yaseen made their signatures in the said deed as attesting witnesses.

38. Partnership deed dated 01.04.1994(Exhibit B8):

On 01.04.1994, M.M.P.M.Syed Mohammed and S.Mapillai Meera Mohaideen executed a deed of partnership in which S.Mapillai Meera Mohaideen expressed his discontentment over his share in the said partnership business, as a result of which the partners felt it necessary and expedient to execute the aforesaid partnership deed. Clause 6 of the partnership deed was modified to the effect that the partner's interest on capital be divided between the partners as under:

M.M.P.M. Syed Mohammed – 1/3 share

S.Mapillai Meera Mohaideen – 2/3 share



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39. Partition deed bearing document No. 565 of 1994 of Dindigul

Sub-Registry (Exhibit B9):

On 05.05.1994, M.M.P.M.Syed Mohammed and his sons, S.Mapillai Meera Mohaideen and S.Mohammed Hanifa together executed a partition deed bearing document No. 565 of 1994 of Dindigul Sub-Registry, partitioning the suit and more properties among themselves. It is recited in the aforesaid partition deed dated 05.05.1994, that M.M.P.M.Syed Mohammed along with his brothers Mohammed Abdullah, Jamaliya Syed Yaseen and his two sons S.Mapillai Meera Mohaideen and S.Mohammed Hanifa together conducted a partnership business in the name and style of M.M.P.M.Syed Mohammed. Thereafter, on 31.03.1983, Mohammed Abdullah and Jamaliya Syed Yaseen retired from the aforesaid partnership business. Following which, the said partnership business was continued from 01.04.1983 by M.M.P.M.Syed Mohammed, S.Mapillai Meera Mohaideen and S.Mohamed Haneefa in the A-scheduled property of the aforesaid partition deed. Out of the joint income of the aforesaid partnership business, M.M.P.M.Syed Mohammed had improved their family house which was purchased, vide sale deed dated 17.02.1961. Since S.Mohamed Hanifa required his father M.M.P.M.Syed Mohammed and his brother S.Mapillai Meera Mohaideen for a partition among themselves, the said partition deed came to be executed by them in the presence of well wishers



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and relatives namely Mohammed Abdullah, Jamaliya Syed Yaseen and Jainulabideen. As a result of the consensus arrived at between them, A-scheduled property was together allotted to M.M.P.M.Syed Mohammed and S.Mapillai Meera Mohaideen and the family house was scheduled as B-scheduled property and was allotted to S.Mohamed Haneefa.

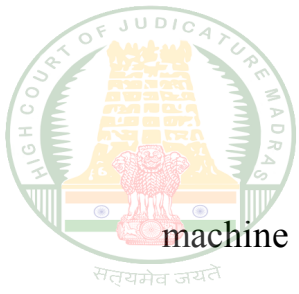
40. Description of A scheduled property (Exhibit B9):

Item No.1: 1 acre 46 cents land comprised in survey number 478/3B of Seelappadi village, Dindigul taluk, Dindigul district.

Item No.2: 7 cents land comprised in survey number 478/2A of Seelappadi village, Dindigul taluk, Dindigul district. Total area 1 acre 53 cents land comprised in survey numbers 478/2A and 478/3B of Seelappadi village, Dindigul taluk, Dindigul district.

Description of buildings situated in the A-scheduled property of the aforesaid partition deed:

- (i) Madras terrace building,
- (ii) Tile roofed shed,
- (iii) Asbestos sheet building,
- (iv) Stone pillared tile roofed building along with well with 5 HP oil motor pump, salla machine - 1, setting machine - 1, pedal machine - 2, drum



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machine - 3 including 5 HP motors in each of the machines along with electricity connection.

Note: The area of the aforesaid buildings are not mentioned in the said partition deed. M.M.P.M Mohammed Abdullah, M.M.P.M Jamaliala Syed Yaseen, sons of Mapillai Meera Mohaideen Rauther Sayabu and T.P.M Jainulabueen, son of T.P.M.Mohammed Ayyoob, Madurai Road, Muhamadiapuram, Dindigul have signed as attesting witnesses to the aforesaid partition deed.

41. Registered partition deed bearing document No.857 of 2011 of Dindigul Joint I Sub Registry (Exhibit B23):

On 18.01.2011, S.Mapillai Meera Mohaideen, son of M.M.P.M. Syed Mohammed, Z. Noorjahan, daughter of M.M.P.M. Syed Mohammed, S. Asia Bibi, wife of M.M.P.M. Syed Mohammed, and S. Mohammed Hanifa, son of M.M.P.M.Syed Mohammed, together executed a partition deed in document No.857 of 2011 of Dindigul Joint I Sub Registry.

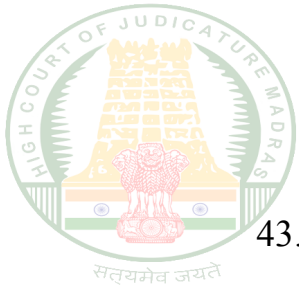
42. The gist of the recitals of the aforesaid partition deed are as follows:

M.M.P.M. Syed Mohammed died intestate on 06.07.1996. By the



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strength of partition deed dated 05.05.1994, executed between M.M.P.M Syed Mohammed, Mapillai Meera Mohaideen, and S. Mohammed Hanifa, vide partition deed, bearing document No. 565 of 1994 of Dindigul Joint-I Sub - Registry, the deceased M.M.P.M. Syed Mohammed was entitled to half of the A-scheduled property scheduled in partition deed bearing document No. 565 of 1994 of Dindigul Joint-I Sub-Registry and the same consists an area of 6.5 cents land comprised in survey numbers 478/2 and 478/3B of Seelappadi village, Dindigul taluk, Dindigul district. The 76.5 cents land entitled to Syed Mohammed, 34.5 cents land was allotted to S. Mapillai Meera Mohaideen in A-scheduled property, and 42 cents land comprised in survey number 478 of 3 B of Seelappadi village, Dindigul taluk, Dindigul district, was allotted to S. Mohammed Hanifa in D-scheduled property. One Z. Noorjahan, daughter of Syed Mohammed and S.Asia beevi, wife of Syed Mohammed, were allotted with Rs.1,00,000/- (Rupees One Lakh only) and Rs.3,00,000/- (Rupees Three Lakhs only) respectively. It was agreed upon between among the parties to the aforesaid partition deed that, S.Mapillai Meera Mohaideen would settle an amount of Rs.1,00,000/- (Rupees One Lakh only) to his sister, namely, Z. Noorjahan and S. Mohammed Hanifa would settle an amount of Rs. 3,00,000/- (Rupees Three Lakhs only) to his mother, S. Asia beevi respectively.



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43. Sale deed bearing document No.1448 of 2011 of Dindigul Joint I

Sub Registry (Exhibit C1):

On 29.04.2011, Mapillai Meera Mohaideen along with his daughters, namely M. Sajitha Sultana, M. Sumaiya Sajitha, M. Suhaina Anwari and M. Sarbasarine executed a sale deed for a valid consideration of Rs. 8,79,100/- (Rupees Eight Lakhs Seventy Nine Thousand and Hundred only) in favour of K. Rathinam, son of late.Karuppiah, thereby alienating an area of 31.335 cents equivalent to 13,662 square feet land comprised in survey No.478/ 3-B of Seelappadi village, Dindigul taluk, Dindigul district. Another land in the same property consisting an area of 14.60 cents land equivalent to 63,366 square feet land comprised in survey No. 478/3 B of Seelappadi village, Dindigul taluk, Dindigul district and 7 cents land comprised in Survey Nos. 478 / 2 B of Seelappadi village, Dindigul taluk, Dindigul district.

44. Sale deed bearing document No.1449 of 2011, dated 29.04.2011(Exhibit B25) :

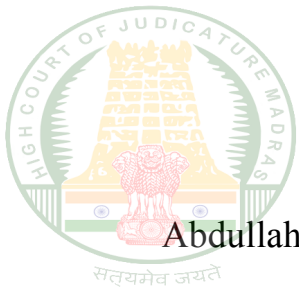
On 29.04.2011, S. Mappillai Meera Mohaideen along with his daughters namely M. Suhaina Anwari, M. Sajitha Sultana, M. Sumaiya Sahitha and M. Sarbasirin together executed a sale deed for a valid consideration of Rs. 9,64,440/- in favour of one Thirumathi R. Selvi, wife of K. Rathinam, thereby



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alinating an area of 58.073 cents land equivalent to 25,320 square meters comprised in Survey No. 78 / 3 B of Seelappadi village, Dindigul taluk, Dindigul district. A careful reading of the recitals of the various documents discussed supra would throw light on the facts in issue in this case. Original indenture of partnership which was entered into between the three sons of Mappillai Meera Mohaideen Rauther Sayabu, namely, M. M. P. M. Syed Mohammed, M. M. P. M. Mohammed Abdullah and M. M. P. M. Jamalialia Syed Yaseen was for the purpose of carrying on a leather business in partnership under the firm name and style of M. M. P. M. Syed Mohammed at Dindigul or at such other places as the partners may agree upon and decide from time to time. For the aforesaid partnership business, all the three partners have contributed a capital of Rs.5000/- (Rupees Five Thousand only) each respectively and it was agreed among themselves that they shall draw against their share of profit an amount of Rs.200/- (Rupees Two Hundred only) each every month. Other than the total share capital of Rs.15,000/- (Rupees Fifteen Thousand only) contributed by them, the partnership firm had no other movable or immovable properties as on 01.04.1961.

45. On 21.06.1976, the sons of Mappillai Meera Mohaideen Rauther Sayabu, namely, M. M. P. M. Syed Mohammed, M. M. P. M. Mohammed



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Abdullah and M. M. P. M. Jamaliala Syed Yaseen together purchased the suit properties from one M. M. Mohammed Hanifa for a valid consideration of Rs. 23,000/- (Rupees Twenty Three Thousand only) by the strength of sale deed bearing document No.326 of 1976 of Joint-I Sub-Registry, Dindigul. The recitals of the said sale deed has no details about their joint business in the name and style of M. M. P. M. Syed Mohammed. Nor anywhere in the aforesaid sale deed, it has been stated that the said properties have been purchased together by them for the purpose of conducting the business of M. M. P. M. Syed Mohammed partnership firm. Original partnership between the three brothers dated 01.04.1961 has been marked as Exhibit B-1 and the original sale deed executed by Mohammed Hanifa in favour of the three brothers has been marked as Exhibit A-1. That apart, the original partnership deed entered into between the three brothers in the name and style of M. M. P. M. Syed Mohammed dated 01.04.1961 was an unregistered partnership deed.

46. Yet another deed of unregistered deed of partnership came to be executed on 01.04.1977 between three sons of Mapillai Meera Mohaideen Rauther Sayabu, namely, M. M. P. M. Syed Mohammed, M. M. P. M. Mohammed Abdullah, M. M. P. M. Jamaliala Syed Yaseen along with two of the sons of M. M. P. M. Syed Mohammed, namely, Mapillai Meera Mohaideen and



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S. Mohammed Hanifa. The said partnership was constituted in the name of M.

M. P. M. Syed Mohammed, tanners and exporters, head office situated at Muhammadiapuram, Dindigul and branch at 27, Kattur, Sadayappan street, Periyamet, Madras, 3. Each of the five partners contributed an amount of Rs. 5000/- (Rupees Five Thousand only) to a share capital of Rs. 25000/- (Rupees Twenty Five Thousand only) towards the said partnership deed which commenced with effect from 01.04.1977. It was agreed in the aforesaid partnership deed that each of the partners would be entitled to equal one-fifth share in the profit and loss of the business of the aforesaid partnership firm. The said partnership deed dated 01.04.1977 has been marked as Exhibit B2. On 01.04.1983, an unregistered deed of release was executed by M. M. P. M. Mohammed Abdullah and M. M. P. M. Jamalia Syed Yaseen in favour of M. M. P. M. Syed Mohammed, S. Maapillai Meera Mohaideen and S. Mohammed Hanifa.

47. The said release deed was with respect to the partnership firm which was run in the name and style of M. M. P. M. Syed Mohammed, dealing in hides and skins, buying and selling on commission basis, etc., at No. 27, Kattur, Sadaipan street, Periyamet, Madras-600003. For the purpose of the said release deed, the accounts of the firm of M/s. M. M. P. M. Syed Mohammed have been



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taken on 31.03.1983 and an amount of Rs. 1,17,578.50/- was found to be payable to the releasor, namely M. M. P. M. Mohammed Abdullah and a sum of Rs. 1,16,127.11 was found to be payable to the releasor, No. 2, namely, M. M. P. M. Jamalia Syed Yaseen as per the books of account and accordingly the said amount was settled in their account. Thereafter, the releasors agreed to receive the aforesaid amount in full settlement of all their share rights, title, stock in trade, interest, book debts, tannery together with building and machinery, etc., in the partnership, share of profit, etc., as per the books of account as on 31.03.1983.

48. A careful perusal of the partnership deed executed between the sons of Mapillai Meera Mohaideen Rauther, namely M. M. P. M. Syed Mohammed, M. M. P. M. Mohammed Abdullah and M. M. P. M. Jamalia Syed Yaseen along with the sons of M. M. P. M. Syed Mohammed, namely S. Mapillai Meera Mohaideen and S. Mohammed Hanifa dated 01.04.1977 and the deed of release dated 01.04.1983 executed by M. M. P. M. Mohammed Abdullah and M. M. P. M. Jamalia Syed Yaseen in favour of M. M. P. M. Syed Mohammed, S. Mapillai Meera Mohaideen and S. Mohammed Hanifa would reveal the following facts:

(i) The partnership deed among the five partners dated 01.04.1977 in the name and style of M. M. P. M. Syed Mohammed, tanners and exporters had its



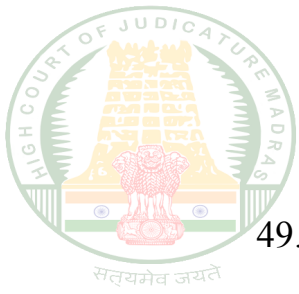
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head office situated at Mugamadiapuram, Dindigul and branch office at 27, Kattur, Sadayappan street, Periyamet, Madras 3.

(ii) However, the details of properties in which the tannery processing unit as well as export unit situated either at the head office at Mugamadiapuram, Dindigul or at the branch office at 27, Kattur, Sadayappan street, Periyamet, Chennai was not detailed in the aforesaid partnership deed.

(iii) It is crystal clear that, the share capital of the said partnership firm was Rs.25,000/- (Rupees Twenty Five Thousand only) in cash alone. Thus, in terms of M. M. P. M. Syed Mohammed, tanners and exporters partnership deed, all the five partners together conducted tanning and exporting business, dealing in hides and skins, buying and selling on commission basis, etc., both at Dindigul head office and at branch office at Periyamet, Madras - 3.

(iv) As far as, the deed of release dated 01.04.1983 executed by M. M. P. M. Mohammed Abdullah and M. M. P. M. Jamalia Syed Yaseen, it is specifically understood that, both M. M. P. M. Mohammed Abdullah and M. M. P. M. Jamalia Syed Yaseen have retired from the partnership as and from 01.04.1983, settling their accounts in the firm in the name and style of M. M. P. M. Syed Mohammed at No. 27, Kattur, Sadayappan street, Periyamet, Madras 600003.



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49. A careful reading of the deed of release dated 01.04.1983 would reveal that, M. M. P. M. Mohammed Abdullah and M. M. P. M. Jamaliala Syed Yaseen have not retired from the partnership of M. M. P. M. Syed Mohammed Tanner's and exporters head office situated at Mugamadiapuram, Dindigul, but only from the business at No. 27, Kattur, Sadayappan street, Periyamet, Madras 600003. Hence, it can be precisely understood that, the full retirement of their partnership with respect to their share rights titled stock in trade, interest, book debts, tannery together with building and machinery etc., in the said partnership share of profit etc., is with respect to the business of M. M. P. M. Syed Mohammed functioning at the branch office at No. 27, Kattur, Sadayappan street, Periyamet, Madras 3. Even in the deed of release dated 01.04.1983, the details of the property along with survey numbers, wherein, the aforesaid office of M. M. P. M. Syed Mohammed at No. 27, Kattur, Sadayappan street, Periyamet, Madras 600003 was functioning was not revealed. A release deed dated 01.04.1983 has been marked as Exhibit B4, while examining DW1 in chief on 31.08.2017 and was further marked as P.W-3 while cross examining P.W-1 on 10.12.2015. Clause-1 of the deed of partnership dated 01.04.1997 explicitly makes it clear that, the name of the partnership is M. M. P. M. Syed Mohammed, tanners and exporters, head office situated Mugamadiapuram, Dindigul and branch office at No. 27, Kattur, Sadayappan street, Periyamet,



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Madras 3. From the said details it could be understood that the business of M.

M. P. M. Syed Mohammed, tanners and exporters being conducted both at Dindigul and Madras.

50. A deed of partnership was executed between M. M. P. M. Syed Mohammed, S. Mapillai Meera Mohaideen and S. Mohammed Hanifa on 01.04.1983 for the purpose of doing business in the name and style of partnership firm namely M. M. P. M. Syed Mohammed and it was agreed between the partners that the place of partnership business shall be at Muhamadiyapuram, Dindigul as head office and No.27 new No.14 Kattur, Sadayappan Street, Periyamet Madras - 600 003, as a branch or at such other place or places as may be determined by the partners from time to time. However, even in the said unregistered partnership deed, details of property were not incorporated in any clause of the same. The said partnership deed came into operation with effect from 01.04.1983 and M. M. P. M. Mohammed Abdullah and M. M. P. M. Jamalia Syed Yaseen have made their signatures in the aforesaid deed of partnership dated 01.04.1983.

51. After the execution of the release deed between M. M. P. M. Mohammed Abdullah, M. M. P. M. Jamalia Syed Yaseen and M. M. P. M. Syed



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Mohammed, S. Mapillai Meera Mohaideen and S. Mohammed Hanifa dated 01.04.1983, a registered partition deed, bearing document No. 2149 of 1983 of Dindigul Joint-I Sub - Registry dated 09.11.1983 came to be executed among M. M. P. M. Syed Mohammed, M. M. P. M. Syed Abdullah and M. M. P. M. Jamalia Syed Yaseen, that is, the sons of Mapillai Meera Mohaideen Rauther Sayabu with respect to the suit and more properties. In the aforesaid partition deed, A-scheduled property was allotted to M. M. P. M. Syed Mohammed and C-scheduled property was allotted to M. M. P. M. Jamalia Syed Yaseen. A joint one half share in all the three items of suit properties allotted along with the well and building situated there at including the machineries and other accessories in A-scheduled property and another joint one half share in all the three items of the suit properties along with the well, buildings, machineries and other accessories was allotted in C-scheduled property to Jamalia Syed Yaseen. A careful reading of the said partition deed would reveal that, the brothers have not stated in any part of the said partition deed that the aforesaid three items of the suit properties which has been scheduled as A and C scheduled properties in the said partition deed was for the purpose of M. M. P. M. Syed Mohammed partnership firm. Though the details including the area and nature of the various buildings including the trees, machineries, well and other accessories situated in the three items of the suit scheduled property has



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been clearly elaborated in the said A and C scheduled properties of the partition deed, there is no whisper about the partnership firm, namely, M. M. P. M. Syed Mohammed, in any part of the said partition deed. It is pertinent to mention here that, the said registered partition deed dated 09.11.1983 came to be executed between the three brothers only after the unregistered release deed executed by M. M. P. M. Mohammed Abdullah and M. M. P. M. Jamalia Syed Yaseen dated 01.04.1983 in favour of M. M. P. M. Syed Mohammed and his two sons, that is, the second and fourth defendant respectively. The description of property in A and C-schedule of the partition deed bearing document No. 2149 of 1983 would clearly reveal that, the two brothers, namely, Syed Mohammed and Jamalia Syed Yaseen are entitled to joint one half entitlement in all the three items of suit properties along with all the buildings, machineries, well, electricity connection and other accessories including the various trees standing in the said property. The said partition deed has been marked as Exhibit A-2.

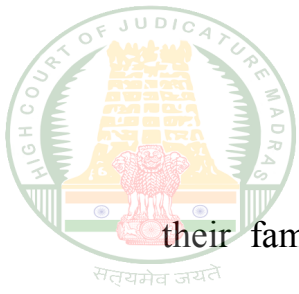
52. On 01.04.1993, yet another deed of retirement was executed by M. M. P. M. Syed Mohammed and S. Mapillai Meera Mohideen as first party and S. Mohammed Hanifa as second party by which in terms of the family settlement arrived at between them on 14.03.1993, the second party, that is, S.



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Mohammed Hanifa agreed to retire from the partnership with effect from 01.04.1993. In this deed, both M. M. P. M. Mohammad Abdullah and M. M. P. M. Jamalia Syed Yaseen stood as attesting witnesses. On the same day on 01.04.1993, yet another deed of partnership was executed between M. M. P. M. Syed Mohammed and his son S. Mapillai Meera Mohaideen who conducted business in the name and style of partnership firm namely M/s. M. M. P. M. Syed Mohammed and the place of partnership business was at Dindigul with a branch at Madras. Though M. M. P. M. Mohammed Abdullah signed as an attesting witness in this deed, Jamalia Syed Yaseen did not sign as attesting witness in the deed of partnership dated 01.04.1993 executed between M. M. P. M. Syed Mohammed and his son S. Mapillai Meera Mohaideen. Even in the aforesaid partnership deed, the details of the immovable properties if any to the said partnership business could not be traced.

53. On 05.05.1994, a partition deed bearing document No.565 of 1994 of Joint-I Dindigul Sub-Registry was executed between M. M. P. M. Syed Mohammed and his sons S. Mapillai Meera Mohaideen and S. Mohammed Haneefa. In the aforesaid partition deed, item Nos. 2 and 3 of the suit properties were scheduled as A-scheduled property and the same was allotted together in favour of M. M. P. M. Syed Mohammed and S. Mapillai Meera Mohaideen and

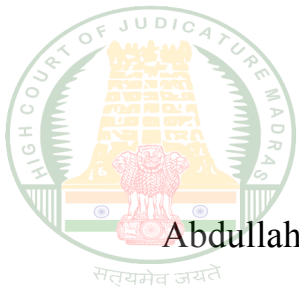


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their family house was scheduled as D-scheduled property in favour of S.

Mohammed Haneefa. Three persons namely, M. M. P. M. Mohammed Abdullah, M. M. P. M. Jamalia Syed Yaseen and T. P. M. Jainulabideen, son of T. P. Mohammed Ayyoob, Madurai Road, Muhamadiyapuram, Dindigul, have attested as attesting witnesses in the aforesaid partnership deed. A careful reading of the description of property of A-scheduled property to the said partition deed would reveal that instead of allotting the joint one half share in item Nos.2 and 3 of the suit properties in favour of M. M. P. M. Syed Mohammed and his son S. Mapillai Meera Mohaideen, the entire area of item Nos. 2 and 3 of the suit properties have been incorporated as A-scheduled properties in the aforesaid partnership deed. Though the details of the buildings, well, machineries etc., including the electricity connection in the aforesaid buildings have been elaborated in the description of property, the total built up area of each and every building has not been specifically mentioned in the aforesaid partition deed as elaborated in the schedule of property in the registered partition deed which was effected between the three brothers, namely, Syed Mohammed, Mohammed Abdullah and Jamalia Syed Yaseen on 09.11.1983.

54. Citing the attestation made by Jamalia Syed Yaseen and Mohammed



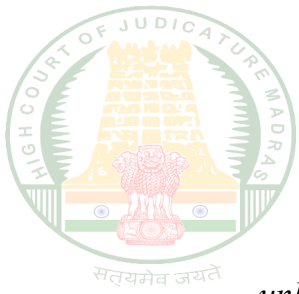
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Abdullah as attesting witness in the partition deed executed between M. M. P.

M. Syed Mohammed and his sons S. Mapillai Meera Mohaideen and S.

Mohammed Haneefa on 05.05.1994, the defendants have categorically contended that the plaintiffs who are the legal heirs of Jamalia Syed Yaseen who passed away on 13.09.1997, are estopped by conduct, silence, acquiescence, document and attestation from claiming any right over the suit properties. However, it is pertinent to mention here that in the aforesaid partition deed dated 05.05.1994, item No.1 of the suit properties have not been included in the A-scheduled property of the aforesaid partition deed dated 05.05.1994. The contention of the defendants is that, both attesting witnesses namely, Jamalia Syed Yaseen and Mohammed Abdullah very well knew the contents of the partition deed dated 05.05.1994, unregistered partnership deed dated 01.04.1983, deed of retirement dated 01.04.1993. The law on this aspect is very clear.

55. The Honorable Privy Council in the case of ***Pandurang Krishnaji vs Markandeya Dukaram and others, dated 28.10.1931***, has dealt with a case of attestation, registration and estoppel. Portion of the said judgment relevant to the facts and circumstances of this case is extracted as follows:

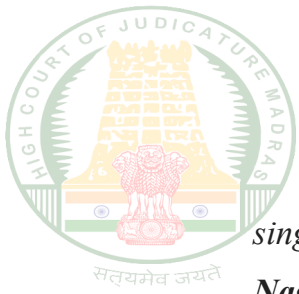


“The mere attestation of a sale deed does not work an estoppel unless it is pleaded and proved that such attestation has induced a belief followed by action.” Estoppel does not arise from any such circumstance. As already stated, attestation itself does not effect it, nor does the belief of other parties as to the meaning of attestation affect the man who has placed his signature as a witness, unless it can be established that he knew that belief would arise, and signed with that intent.”

56. In yet another case, the Honorable Division Bench of this court in the case of ***K. A. Selvanachi and another versus Dr. S.R. Shekar and another reported in 2003(1) CTC 745***, the concept of estoppel by attestation has been dealt with and the relevant portion to this case is extracted as follows:

“7. Attestation of a document does not, in our view, entitle any of the parties thereto or any one claiming under them to regard such attestation, per se, as acceptance on the part of the attestor that the contents of the document are true and that such attestor had knowledge of the same unless there is evidence before the Court either intrinsic in the document itself or extrinsic to show that the attestor had knowledge of the contents and had accepted the same as correct.

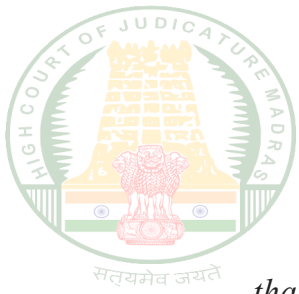
9. The learned single Judge placed reliance on the decision of a single Judge of this Court, Ismail, J., as he then was, in the case of ***Ramasamy Gounder v. Anantapadmanabha Iyer***, 1971 (1) M.L.J. 392, wherein the learned judge referred to decisions rendered by learned



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single Judges in two old cases viz., Sathasiva Iyer, J. in **Kandasamy v. Nagalinga**, 1912 L.L.R. 36 Mad.564 and Narayana v. Rama, 1915 I.L.R. 38 Mad., 396 and that of Kumaraswami Sastri, J., in the case of **Nayakammal v. Munnaswamy Mudaliar**. 1924 (20) L.W. 222. Sathasiva Iyer, J. in the case of Kandasamy referred to the "ordinary course of conduct of Indians in this presidency" and held that attestation must be treated prima facie as a representation by the attestor that the title and other facts relating to title recited in the document are true and that they will not be disputed. The learned judge also observed that in his long experience as judicial officer, if the attestor has an existing interest in the property dealt with in the document attestation was always made in order to bind him as to the correctness of the recitals. Kumaraswami Sastri, J., in the case of **Nayakammal**, observed that "it is the commonest thing in this country for attestations to be obtained from persons having a possible interest in the property with the object of binding them later on" and that "I have rarely come across a case where a person having an interest present or contingent has attested the deed without enquiring into its contents".

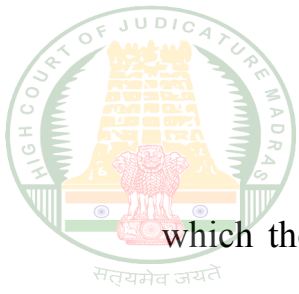
10. Those observations made by the learned judges cannot be treated as having laid down a proposition of law that all attestors of all documents must be imputed with knowledge of the contents thereof and even when such contents are adverse to the interest of the attestors so that the attestors are estopped from questioning the same solely by reason of the fact of their having attested the document. Observations based on personal perceptions and experience of individual Judges cannot be elevated to the status of Rules of law. Custom and usage are always a matter of evidence and strict proof.



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11. Those observations are also clearly inconsistent with the law that had been laid down by the Privy Council in the case of **Pandurang Krishnaji** and cannot be regarded as having laid down such inconsistent law. Moreover, whatever may have been the practice in the years 1912 or 1924, the same cannot be regarded as the practice even eighty years later; when the awareness of the requirements of law is far greater than what it was eighty years ago. Further, on principle it is not possible to hold that attestation of a signature is to be deemed as acceptance of the contents of the document which has been executed by the signatory whose signature is attested by the attester. There should be something more than mere attestation to impute such knowledge of the contents so as to bind the attestors.”

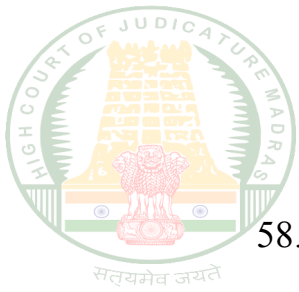
57. Even in this case, though the two brothers of M.M.P.M. Syed Mohammed namely Jamalia Syed Yaseen and Mohammed Abdullah have made their signatures as attesting witnesses in the various documents mentioned supra, especially the partition deed dated 05.05.1994 executed between M. M. P. M. Syed Mohammed and his two sons namely S.Mapillai Meera Mohaideen and S.Mohammad Haneefa. The same cannot be deemed as acceptance of the contents of the documents which has been executed in the presence of the attesting witnesses or the same will not give any kind of presumption as to the knowledge of the contents of the aforesaid documents to the attesting witnesses. The burden of proof of the fact that the attesting witnesses made their attestation only on knowing the contents of the various documents to



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which they stood as attesting witnesses is on the defendants who wanted the

Trial Court to pass a decree on their pleadings on the basis of the principle of estoppel. That apart, both M. M. P. M. Mohammad Abdullah and M. M. P. M. Jamalia Syed Yaseen having executed a release deed on 01.04.1983, with respect to the business in partnership dealing in hides and skins, buying and selling on commission basis, etc., under the name and style of M. M. P. M. Syed Mohammed at No. 27, Kattur, Sadayappan Street, Periammet, Madras - 600 003, subsequent to that in the same year on 09.11.1983 the said M. M. P. M. Jamalia Syed Yaseen and M. M. P. M. Syed Mohammed Abdullah along with their elder brother M. M. P. M. Syed Mohammed have executed a registered partition deed with respect to the suit and more properties, in which all the three items of the suit properties had been allotted jointly in favour of M. M. P. M. Mohammed Abdullah and M. M. P. M. Jamalia Syed Yaseen. It is pertinent to note that in the aforesaid partition deed specific covenants have been incorporated as to the joint one half undivided right with respect to the all the items of the suit properties along with the buildings, machineries and other appurtenance including well, pump set, electricity connection and coconut trees in the said property.



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58. Had the release deed executed by M. M. P. M. Mohammed Abdullah and M. M. P. M. Jamalia Syed Yaseen marked as Exhibit B-3 and B-4 on 01.04.1993 had been with respect to the suit scheduled properties, then the aforesaid brothers, namely, Syed Mohammed Abdullah and Jamalia Syed Yaseen would not have executed a registered partition deed with respect to those properties which had been already released by means of the release deed dated 01.04.1983. It can be clearly understood that, the deed of release which was executed by M. M. P. M. Mohammed Abdullah and M. M. P. M. Jamalia Syed Yaseen was only with respect to the business in the branch at No. 27 Kattur, Sadayappan street, Periyamet, Madras-3 and not with respect to the head office at Dindigul. Only in view of the said fact, the partition deed which was effected after the release deed dated 01.04.1983 came to be effected between the three brothers with respect to the suit properties and more in which the suit properties were jointly allotted to Syed Mohammed and Jamalia Syed Yaseen.

59. While so, M. M. P. M. Syed Mohammed passed away on 06.07.1996 and Jamalia Syed Yaseen passed away on 13.09.1997. That apart, the partition deed bearing document No.565 of 1994 dated 05.05.1994 was attested not only by M. M. P. M. Mohammed Abdullah and M. M. P. M. Jamalia Syed Yaseen but



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also by another T. P. M. Jainulabideen, son of T. P. Mohammed Ayyoob, Madurai road, Mohammadiyapuram, Dindigul. Had the defendants been cautious and careful in proving the contention that, both M. M. P. M. Mohammed Abdullah and M. M. P. M. Jamalia Syed Yaseen knew the contents of the said partition deed dated 05.05.1994 and the other documents to which they have stood as attesting witnesses, they should have examined T. P. M. Jainulabideen, son of T. P. Mohammed Ayyoob as defendant side witness. Having not done that the defendants have miserably failed to prove their pleadings as well as contentions with respect to the fact that M. M. P. M. Mohammed Abdullah and M. M. P. M. Jamalia Syed Yaseen have stood as attesting witnesses in various documents knowing the contents of the aforesaid documents.

60. Section 17 of the Registration Act, 1908 deals with documents of which registration is compulsory and the same is extracted as follows:

“17. Documents of which registration is compulsory.- (1) The following documents shall be registered, if the property to which they relate is situate in a district in which, and if they have been executed on or after the date on which, Act XVI of 1864, or the Indian Registration Act, 1866, or the Indian Registration Act, 1871, or the Indian Registration Act, 1877, or this Act came or comes into force, namely:-



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(a) instruments of gift of immovable property;

(b) other non-testamentary instruments which purport or operate to create, declare, assign, limit or extinguish, whether in present or in future, any right, title or interest, whether vested or contingent, of the value of one hundred rupees and upwards, to or in immovable property;

(c) non-testamentary instruments which acknowledge the receipt or payment of any consideration on account of the creation, declaration, assignment, limitation or extinction of any such right, title or interest;”

61. It is pertinent to mention here that the partnership deed which was executed originally between the sons of Mapillai Meera Mohaideen Rauther, namely M.M.P.M. Syed Mohammed and brothers dated 01.04.1961, partnership deed dated 01.04.1977, release deed dated 01.04.1983, partnership deed dated 01.04.1983, retirement deed dated 01.04.1993, partnership deed dated 01.04.1993, partnership deed dated 01.04.1994, were all unregistered documents. To be specific, the release deed executed by M.M.P.M. Mohammed Abdullah and M.M.P.M. Jamalia Syed Yaseen as a releasors in favour of Syed Mohammed and his sons, Mapillai Meera Mohaideen and Mohammed Haneefa as releasees on 01.04.1983, by which the defendants claim that both M.M.P.M. Mohammed Abdullah and M.M.P.M. Jamalia Syed Yaseen have given up their right, title, possession and entitlement over the plaint scheduled properties, that



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is, the suit properties completely, including their interest in the partnership firm, namely, M.M.P.M. Syed Mohammed, tanners and exporters, head office situate at Muhamadiyapuram, Dindugal and branch office at 27 Kattur, Sadaiyappan street, Periyammen, Madras 3, is also an unregistered document. If the claim of the defendants is assumed to be correct, then Section 17 mandates that transfer of immovable property by means of a release deed require registration.

62. This Court has dealt with a case of unregistered release deed in ***Ammamuthu Ammal vs Devaraj, reported in 2011(5) MLJ 15 (Madras)*** and the relevant portion is extracted as follows:

“If the recitals in the document do display and demonstrate, express and expartiate that transfer in immovable property was intended to be effected by the deed, then Section 17 of the Indian Registration Act would be squarely be attracted.”

63. Had the releasors of the release deed dated 01.04.1983, namely, M.M.P.M.Mohammed Abdullah and M.M.P.M.Jamalia Syed Yaseen intended to release the right, possession and title over the plaint scheduled properties, that is, the suit properties, obviously, they would have incorporated the description of properties in the aforesaid release deed and then would have registered the same diligently. This could be critically understood from the fact that after the



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execution of the said release deed on 01.04.1983, nearly after 6 months on 09.11.1983, the said M.M.P.M. Mohammed Abdullah, M.M.P.M. Jamalial Syed Yaseen along with their elder brother M.M.P.M.Syed Mohammed have executed a registered partition deed with respect to the suit properties and more properties by which the suit properties were jointly allotted to M.M.P.M.Syed Mohammed and M.M.P.M. Jamalial Syed Yaseen. Had M.M.P.M. Mohammed Abdullah and M.M.P.M. Jamalial Syed Yaseen executed the release deed dated 01.04.1983 with respect to the plaint schedule properties, in that case M.M.P.M.Syed Mohammed would not have executed a registered partition deed along with his brothers who stood as releasers in the release deed dated 01.04.1983 and would have effected a partition with respect to the suit properties with them.

64. Hence, this Court is of the considered view that the release deed executed by M.M.P.M. Mohammed Abdullah and M.M.P.M.Jamalial Syed Yaseen in favour of his elder brother Syed Mohammed and his sons on 01.04.1983 was not with respect to the suit properties, but precisely with respect to their business at 27, Kattur, Sadayappan street, Periamet, Madras-3 branch. A registered partition deed and the terms of partition is fully valid, until and unless it is explicitly modified by the parties to the aforesaid partition deed,



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by execution of another rectification deed to the aforesaid partition deed.

Hence, from the date of execution of the registered partition deed dated 09.11.1983, Jamalia Syed Yaseen and Syed Mohammed obtained absolute title, possession and enjoyment over the joint one half share of the plaint scheduled properties. None of the documents which have been marked by the defendants including Exhibit B-10 the attested true copy of the profit and loss statement of M/s. M.M.P.M. Syed Mohammed for the period from 01.04.1995 is able to substantiate the claim of the defendant that the suit properties were a part of the assets of M.M.P.M.Syed Mohammed partnership firm. As per Section 17(1) of the Indian Registration Act, 1908, if a right has been created under a document falling under Section 17(1)(b), it has to be registered. If such a right and title interest is to be extinguished to put an end to it as per Section 17(1)(c) of the said act, it must also be by way of a registered document.

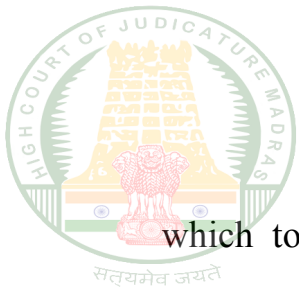
65. In the instant case, the right acquired by the plaintiffs over the plaint schedule properties on the death of Jamalia Syed Yaseen on 13.09.1997 which they have acquired by the strength of partition deed dated 09.11.1983, will not get extinguished by registration of yet another partition deed, in the absence of the parties to the original partition deed dated 09.11.1983. Hence, the partition deed executed by M.M.P.M. Syed Mohammed and his sons on 05.05.1994 and



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the partition deed executed between S. Mapillai Meera Mohaideen and others on 18.01.2011 with respect to the suit scheduled properties in the absence of M.M.P.M. Jamalia Syed Yaseen or his legal heirs are void ab initio and *per se* illegal. That apart, a registered partition deed is a formal document which would be a conclusive proof of evidence of partition which had given effect to the division of the exclusive title of the co-sharer to whom a particular property is allotted by partition. As such, the registered partition deed dated 09.11.1983 is the conclusive proof of the fact that both Syed Mohammed and Jamalia Syed Yaseen jointly have title and possession over the suit scheduled properties.

66. A conjoint reading of the written statements filed by all the defendants would reveal that, the 5th and 6th defendants have colluded with the sons of Syed Mohammed, that is, the 2nd and 4th defendants by purchasing the suit properties, despite the presence of registered partition deed dated 09.11.1983. The defendants 5 and 6 have conveniently stepped into the shoes of the 2nd and 4th defendants by adopting the pleadings of the 2nd and 4th defendants without any change. However, in their evidence Maria Selvaraj who deposed his evidence as D.W-2 on behalf of the 5th and 6th defendants claiming him to be the manager of the aforesaid defendants clearly admitted that, the 5th and 6th defendants did not have any direct knowledge as to the transactions

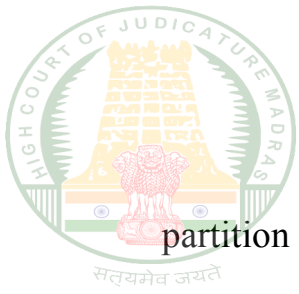


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which took place between the sons of Mapillai Meera Mohaideen Rauther Sayabu and the sons of Syed Mohammed from 01.04.1961 to 18.01.2011.

Having admitted the same in their evidence, the 5th and 6th defendants ought to have diligently made sure that the suit properties are fully free from encumbrance. A careful and conjoint reading of the written statements filed by all the defendants including the 5th and 6th defendants would prove that the 5th and 6th defendants had complete access to all the transactions in the form of documents which have been marked as Exhibit A-1 to A-8 and Exhibit B-1 to B-9 and Exhibit B-23. The same could be understood from the pleadings of the 5th and 6th defendants themselves.

67. That apart, a careful reading of Exhibit B-3, B-4 release deed dated 01.04.1983 would throw light on the fact that, the aforesaid release deed has nothing to do with the suit properties. In addition to that, the registered partition deed dated 09.11.1983 has been exclusively made with respect to the suit properties and more between Syed Mohammed and his brothers, by which the suit properties were jointly allotted to Syed Mohammed and Jamaliala Syed Yaseen. The same is a registered partition deed and registration of a title deed itself would create, declare, assign, limit and or extinguish a definite change of legal rights in the immovable property concerned. Therefore, the registered



partition deed dated 09.11.1983 would certainly reflect the absolute change in title with respect to the suit properties in favour of Syed Mohammed and Jamalia Syed Yaseen over the suit properties as joint owners, who were entitled to half of the said property. Section 41 of the Transfer of Property Act, 1882 deals with transfer by ostensible owner and the same is extracted as follows:

“41.Transfer by ostensible owner.- Where, with the consent, express or implied, of the persons interested in immovable property, a person is the ostensible owner of such property and transfers the same for consideration, the transfer shall not be voidable on the ground that the transferor was not authorised to make it: provided that the transferee, after taking reasonable care to ascertain that the transferor had power to make the transfer, has acted in good faith.”

68. Section 41 of the Transfer of Property Act, 1882, provides with the doctrine of bona fide purchase. Bona fide purchaser is someone who exchanges value for property without any reason to suspect irregularities in the transaction. However, in the instant case, the presence of the registered partition deed dated 09.11.1983 itself would give sufficient reason for the purchaser to suspect a cloud in the genuineness of the transaction. The fifth and sixth defendants cannot claim to be a bona fide purchaser on the guise that, they did



not have the actual or constructive notice as to the defects in the seller's right to transfer the title of the suit property, that is, the right of the second and fourth defendants to transfer the suit property in favour of them.

69. The Honorable Apex Court in the case of ***Hardev Singh .vs. Gurmali Singh reported in AIR 2007, Supreme Court 1058*** has dealt with the ingredients of Section 41 of the Transfer of Property Act, 1882 and the same is extracted as follows:

“The ingredients of section 41 of the act are:

- (1) The transferer is the ostensible owner;*
- (2) He is so by consent, express or implied, of the real owner;*
- (3) The transfer is for consideration;*
- (4) The transferee has acted in good faith, taking reasonable care to ascertain that the transferer had power to transfer.”*

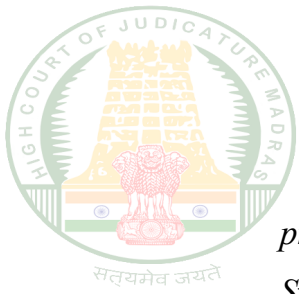
70. Thus, Section 41 provides that, a transfer by an ostensible owner cannot be avoided on the ground that the transferer was not authorized therefore, subject to the condition that the transferee should take reasonable care to ascertain that the transferer had power to make the transfer and to act in good faith before a benefit thereof is claimed by him. In the instant case, despite the 5th and 6th defendants had complete knowledge as to the complete chain of transactions with respect to the suit properties right from 1976, that is,



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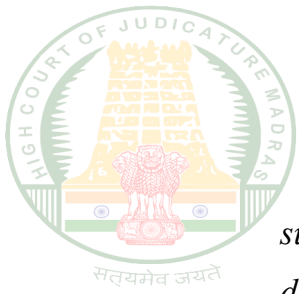
from the date of sale deed with respect to the suit properties in favor of Syed Mohammed, Mohammed Abdullah and Jamalia Syed Yaseen dated 21.06.1976 till the partition deed executed between S.Mapillai Meera Mohaideen and others on 18.01.2011, they cannot claim to be ignorant as to the presence of the registered partition deed dated 09.11.1983 in which the suit properties have been allotted jointly to Syed Mohammed and Jamalia Syed Yaseen. For better clarity para 8 of the written statement filed by the fifth and sixth defendants is extracted as follows:

“8. As already stated, the said Mohammed Abdullah was allotted a house and a mill also towards his share. Since a mill property was also allotted to his share, for the purpose of changing the tax registry and for making suitable changes in the income tax office and for other incidental purposes, he wanted to have a registered document in respect of his share of the properties, allotted in the said partition. Hence, few months later that is on 09.11.1983 a registered partition deed was entered into between the said three brothers. Though the suit properties, in which the said business was run, was allotted to the share of the said Syed Mohammed alone and though the said Jamalia Syed Yaseen was allotted the money towards his share in the said firm and it was also already paid, as per the advice of the scribe, to show that the properties of the firm was equally divided between the partners, the half of the suit properties were shown nominally to have been allotted to the share of the said Jamalia Syed Yaseen and the remaining half of the suit



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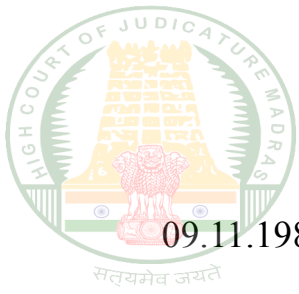
properties were recited to have been allotted to the share of the said Syed Mohammed. But since the said Jamalia Syed Yaseen had already retired from the said partnership firm, he could not have been allotted any portion of the suit properties and since the said business was run in the entire suit properties, he could not also have been enjoyed the suit properties in any way in any manner after the said partition deed also. The recitals in the said partition deed that he was allotted undivided half portion of the suit properties were only sham and nominal and it was never acted upon and on the basis of and after the said partition deed, the said Jamalia Syed Yaseen never enjoyed any portion of the suit properties. In fact, after the said Mohammed Abdullah and Jamalia Syed Yaseen retired from the said partnership firm, the said Syed Mohammed and his two sons continued the business of the said firm in the suit properties and the income tax returns were filed only in the name of the said Syed Mohammed and his two sons and all the taxes were paid only by them and the said Jamalia Syed Yaseen had not at all paid any amount out of the income from the said business. He was not concerned with the any of the affairs of the said firm. The running of business of the said firm and enjoyment of the suit properties by the said Syed Mohammed and his two sons were never objected by the said Jamalia Syed Yaseen till his life time. It is significant to note that the said Jamalia Syed Yaseen died on 30.09.1997 and from the date of the said registered partition in 1983 year up to his death in 1997, during the said 14 years, he never took any part in the said business nor paid any amount out of the income from the said business nor enjoyed the suit properties. He never filed any returns to the income tax department, stating that he also has some right and share over the



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suit properties or in the said business of the firm. Moreover, when a dispute arose between the said Syed Mohammed and his two sons, namely the defendants 2 and 4 herein, it was mediated by the said Mohammed Abdullah and Jamalia Syed Yaseen and they suggested an amicable settlement between them and as per the said settlement, suggested by them, the/4th defendant had retired from the said partnership firm, under a deed of retirement from the said firm, dated 1.4.1993 and in the said retirement deed, the said Mohammed Abdullah and Jamalia Syed Yaseen had also, knowing the contents of the said document, attested the same. Furthermore, when the dispute arose between the said Syed Mohammed and his two sons in dividing the suit and other properties, the said Mohammed Abdullah and Jamalia Syed Yaseen intervened into the matter and in their presence, the suit and other properties were divided amicably between them and later a registered partition deed was also entered into between them, under a partition deed, dated 5.5.1994. In the said partition deed, the entire suit properties were allotted to the share of the said Syed Mohammed and the 2nd defendant herein towards their share, and the said Jamalia Syed Yaseen and Mohammed Abdullah, knowing the contents of the said document, attested the same. Hence by rule of estoppel by conduct, silence, acquiescence, document and attestation also the said Jamalia Syed Yaseen or his legal heirs are precluded from claiming any right over the suit properties”

71. In the aforesaid paragraph, the 5th and 6th defendants having admitted their knowledge as to the registered partition deed marked as Exhibit A2 dated



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09.11.1983 has justified that the share of the Jamalia Syed Yaseen has been already paid as per the advice of the scribe. Claiming that Jamalia Syed Yaseen during his lifetime till his death on 13.09.1997 had never interfered with the running of the partnership business and that after the deed of retirement from the said business neither Mohammed Abdullah nor Jamalia Syed Yaseen have ever interfered with the conduct of the partnership firm the 5th and 6th defendants have tried to give a vague explanation to their bonafide. However, the same has not been proved with substantial evidence and that apart a careful perusal of all the documents marked before the learned Trial Court would reveal that the suit property had never been the part of the partnership firm at any point of time, but it had been a part and parcel of the registered partition deed between the three sons of Mapillai Meera Mohaideen Rauther Sayabu dated 09.11.1983.

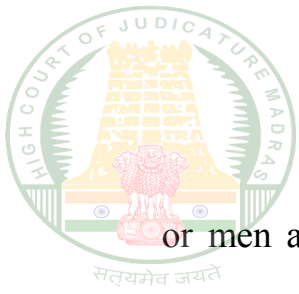
72. The learned Trial Court erred in its opinion by concluding that firm means a land, building, superstructure, erected machineries, working capital, shares and debentures and the annual income, the loss derived from the firm as part and parcel of a firm. Without recording the fact that exhibit B-4 deed of release has been with respect to the partnership business of M.M.P.M. Syed Mohammed at branch office at No. 27 Kattur, Sadayappan Street, Periamet,



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Madras-3, the learned Trial Judge had proceeded to hastily conclude that, neither Jamalia Syed Yaseen nor his legal heirs are entitled to claim any right over the suit properties. The learned Trial Court also erred in scrapping issue numbers 3, 5 to 9. Without considering the willful attitude of the fifth and sixth respondents to consider the encumbrance which has created a cloud in the title of the defendants 2 and 4 with respect to the suit properties, in view of the registered partition deed, dated 09.11.1983, the learned Trial Court erred in concluding that the 5th and 6th defendants are bonafide purchasers of properties for valuable consideration from 2nd defendant. In view of the elaborate discussions made supra, the sale deed executed by the 4th defendant in favour of the 7th defendant is obviously a sham and nominal one and is hit by Section 53 of the Transfer of Property Act.

73. In the result, Appeal Suit is allowed and the impugned judgment and decree passed in O.S.No. 55 of 2012 dated 11.02.2020 on the file of the Additional District and Sessions Judge, Fast Track Court, Dindigul, are set aside. Concluding that the plaintiffs are entitled for partition of one half share in the suit properties, the relief of partition sought for by the plaintiffs is hereby allowed by passing a preliminary decree of partition with respect to the one half share of the suit properties in favour of the plaintiffs. The defendants or agents



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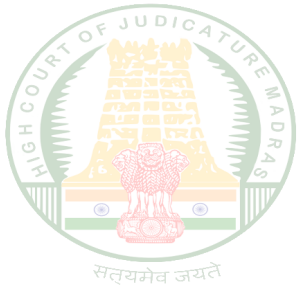
or men are restrained by means of a permanent injunction from creating any encumbrance over the plaint schedule properties. The defendants or their agents or men are further restrained by means of a permanent injunction from altering or alienating the suit properties till the disposal of the suit by passing a final decree. The sale deed executed by the 4th defendant in favour of the 7th defendant dated 30.11.2015 is hereby set aside as null and void. Both the parties are directed to bear their own costs.

21.05.2024

NCC : Yes / No
Index : Yes / No
Internet : Yes
Sml

To

1. The Additional District and Sessions Judge,
Fast Track Court, Dindigul.
2. The Section Officer,
Vernacular Records,
Madurai Bench of Madras High Court,
Madurai.



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L.VICTORIA GOWRI, J.,

Sml

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21.05.2024