



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 31.10.2025

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THE HON'BLE DR. JUSTICE R.N.MANJULA

C.S. No.80 of 2006

Mathangi Asokan

.. Plaintiff

Vs

1.C.V.Ramkumar (deceased)

2.Imran Dawood Khan

3.Rehman Dawood Khan

4.Shurfan Dawood Khan (minor)

(represented by his Natural Guardian

and father Dawood Khan)

(defendants 2 to 4 impleaded as per order dated 12.03.2008 in Application No.5961/2007 and delay condoned by an order dated 28.07.2008 in Application No.3424/2008)

5.Geetha Sreeramkumar

6.Vinathu Sreeramkumar

7.Sudharshana Ramkumar

..Defendants

(defendants 5 to 7 brought on record as legal heirs of the deceased 1st defendant vide order dated 19.03.2021 in Application No.1198 of 2021 & delay condoned vide



order dated 03.01.2022 in Application No.4910 of 2021)

Prayer: Civil Suit filed under Order VII Rule 1 of CPC read with Order IV Rule 1 of the O.S. Rules, pursuant to orders passed in Appln. No.511 of 2024 dated 15.03.2024 prays for judgment and decree against the defendants:

i)For partition and separate possession of the plaintiff's half share in the property morefully described in the schedule of property, after division of the property by metes and bounds;

ii)for the costs of the suit;

iii)direct the defendants to jointly and severally pay to the plaintiff as mesne profits at the rate of Rs.1,50,000/- (Rupees One Lakh Fifty Thousand only) per month for a period of three years proceeding the date of filing of the application namely a sum of Rs.54,00,000/- (Rupees Fifth Four lakhs only) and for a further sum at the said rate of Rs.1,50,000/- (Rupees One lakh fifty thousand only) per month from the date of filing of the application till the date of handing over possession of 50% share in the said property to the plaintiff in terms of the prayer (i) above.

(Plaint amended as per order dated 07.10.2021 in Application No.1644 of 2021 and time extended to carry out the amendment as per order dated 02.02.2022 in Application No.355 of 2022)



For Plaintiff :

Mr.R.Srinivas,

Senior Counsel for

Mr.Praveen R. Veena Suresh

For Defendants :

Mr.K.Kumar for D2 to D4

JUDGMENT

This suit has been filed by the plaintiff seeking for the relief of partition and separate possession of her half share in the suit property and to pass a preliminary decree to that effect along with the claim for mesne profits for the past and future with costs.

2.The short facts pleaded in the plaint are as follows:

a)The plaintiff and the first defendant are brother and sister and they are the only children of late C.R.Vedachalam. The suit property belonged to their deceased father C.R.Vedachalam, who had acquired the same by way of the Will of his father V.K.Ramasamy Mudhaliar and the said Will was executed on 15.12.1979. The said Will has been probated, after the demise of V.K.Ramasamy Mudhaliar/testator as per the order dated 01.02.1988, made in O.P.No.34 of 1988 before this Court. Therefore, father of the plaintiff and the



first defendant/C.R.Vedachalam became the absolute title holder of the suit property and he died intestate on 07.12.2002;

b)The plaintiff and the first defendant, being the Class I legal heirs, thereupon inherited the suit property. But the first defendant has been claiming that he is the sole legal heir of late C.R.Vedachalam by excluding the plaintiff;

c)The first defendant had purported to create a mortgage over the entire suit property to and in favour of the Standard Chartered Bank, which has taken some coercive steps in respect of the property. Subsequently, the Bank had withdrawn their claim in view of the legal notice dated 12.09.2005 sent by the plaintiff;

d)The plaintiff came to know through paper publication that one Bhansali, who was proposing to purchase the suit property, had invited objections if any. The plaintiff sent her objection and subsequently, the said Bhansali has withdrawn his proposal. The second defendant had issued a similar advertisement on 26.10.2005. The plaintiff had immediately raised her objection;



e)In view of the persistent illegal attempts made by the first defendant to dispose the suit property, in which she has a half share, the plaintiff-s husband during his visit to India on 17.11.2005 made a demand for partition of the suit property, which went in vain;

f)Since defendants 2 to 4 have purchased the whole of the suit property unmindful of the plaintiff's half share in the sale and the first defendant had executed a Sale Deed in a fraudulent manner in favour of defendants 2 to 4 denying the plaintiff's share in the suit property, the plaintiff filed this suit seeking for the above prayer.

3.In the written statement, the first defendant pleaded the facts are as follows:

a)The relationship between the plaintiff and the first defendant as sister and brother is admitted. The suit property was a part property with other properties, which totally consisted of 26 grounds of land, belonging to V.K.Ramasamy Mudaliar, who is the father of late C.R.Vedachalam.

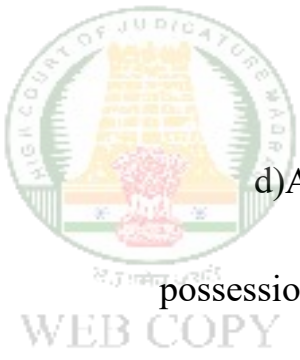


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V.K.Ramasamy Mudaliar, as per the Sale Deed dated 15.04.1943, registered as document No.310/1943 at Sub Registrar Office, Mylapore, had executed a Will dated 15.12.1979 in favour of his 3 sons and bequeathed his residential house at No.6, Sullivan Garden Street, presently Sir P.S.SivasamySalai, Mylapore, the suit property, absolutely to his eldest son, namely C.R.Vedachalam;

b)The said Will has been probated, after the demise of the testator as per orders dated 01.02.1988, made in O.P.No.34 of 1988 before this Court. Therefore, the said C.R.Vedachalam became the absolute title holder of the suit property and he died intestate on 07.12.2002;

c)The suit property was mortgaged to one M.R.Elangovan by the first defendant along with his father C.R.Vedachalam vide document No.1791 of 2002 on 28.06.2002 registered at Sub registrar Office, Mylapore and the same was discharged by the first defendant on 07.01.2003 vide receipt bearing Document No.32 of 2003 at Sub Registrar Office, Mylapore and that the first defendant has solely contributed towards redeeming the suit property;



d)After the death of his father on 07.12.2002, he was in enjoyment and possession of the suit property. Subsequently, in November 2003, the first defendant obtained a loan from Standard Chartered Bank, Chennai~1 depositing the title deed and other documents relating to the suit property as collateral security and the loan was discharged only in October 2005. One Bhansali evinced interest in purchasing the said property. Since he could not mobilise funds for the purchase, he withdrew from the transaction;

e)The first defendant had entered into a sale agreement with defendants 2 to 4 on 20.10.2005 and they were in possession of the suit property from 20.10.2005. Subsequently, the suit property was sold to defendants 2 to 4 on 16.12.2005 and the sale deed was executed at Sub Registrar Office, Mylapore;

f)The plaintiff-s husband during his visit to India on 17.11.2005, did not make a demand for partition of the suit property, but instead the plaintiff-s husband in the capacity of her power agent, entered into a partition deed in a cordial atmosphere with the first defendant, in respect of other properties inherited by late C.R. Vedachalam at Cheyyur, Vedal and Thiruvadoor Villages and the said partition deed was settled amicably and was registered at Sub



Registrar Office, Cheyyur vide document No.2628 of 2005 on 18.11.2005. As

per the said Partition Deed, it was clearly agreed between the first defendant and the plaintiff that the partition deed was the final one and neither party could claim any right or title over any other property;

g) Pursuant to the said partition deed, the suit property was excluded to the knowledge of the plaintiff as it was clearly understood that the first defendant would be exclusively entitled to the same. Only after the execution of the said partition deed on 18.11.2005, between the plaintiff and the first defendant, the sale of the suit property was made on 16.12.2005 by the first defendant to defendants 2 to 4;

h) The plaintiff was never living in India for the past 25 years since she settled down in England and that she was never in possession of the suit property. The plaintiff always treated the suit property as a property falling to the first defendant's share and she was also aware of the sale transaction of the suit property that took place on 16.12.2005. Therefore, this suit filed by the plaintiff is not maintainable.



4.The second defendant in his written statement pleaded as follows:

a)When the plaintiff-s husband signed the Family Partition Deed at Cheyyur Sub~Registrar-s office, in the capacity of plaintiff-s power agent, entered into a partition deed in a cordial atmosphere with the first defendant in respect of the properties inherited by late C.R.Vedachalam at Cheyyur, Vedal and Thirvadoor Villages and the said partition deed was settled amicably and was registered at Sub~Registrar Office, Cheyyur Vide Document No.2628 of 2005 on 18.11.2005 and in that Registered Document in Page 4, it was clearly agreed between the first defendant and the plaintiff that the Partition Deed was the final one and neither party could claim any right or title over any other property;

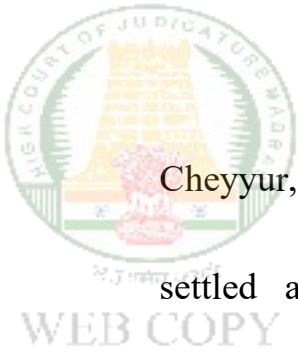
b)The plaintiff and the first defendant are sister and brother. The plaintiff knew very well that the suit property was acquired by her father by inheritance. The plaintiff-s claim that she is deemed to be in possession of the suit property is imaginary as she has stated in the Power of Attorney given in favour of her husband that she is a non~resident and she never lived in India for the past 35 years and was never in possession and enjoyment of the suit property;



c)The suit property was purchased on 16.12.2005 after giving public notice in newspaper on 26.01.2002. The plaintiff has full knowledge of public notice given by the second defendant in the newspaper for purchase of the suit schedule property and with full knowledge about the public notice, the plaintiff entered into a registered Family Partition Deed with the first defendant on 18.11.2005. Knowing fully well that the Sale consideration of Rs.1,48,00,000/~ (Rupees One Crore and forty eight lakhs only) for the suit schedule property was fully paid to her brother and the Sale deed of the suit scheduled property was registered on 16.12.2005 and the second defendant herein had taken possession of the suit schedule property on 20.10.2005 itself, the plaintiff has filed this suit. Therefore, she is not entitled to any relief.

5.An additional written statement has been filed by the fourth defendant stating as follows:

a)The first defendant is not in possession of the schedule property and is not residing therein. The plaintiff-s husband in the capacity of plaintiff-s power agent, entered into a partition deed in a cordial atmosphere with the first defendant in respect of the properties inherited by late C.R.Vedachalam at



Cheyyur, Vedal and Thiruvadoor Villages and the said partition deed was settled amicably and registered at Sub-Registrar Office, Cheyyur Vide Document No.2628 of 2005 on 18.11.2005 and in that Registered Document at Page 4, it was clearly agreed between the first defendant and the plaintiff that the Partition Deed was the final one and neither party could claim any right or title over any other property;

b)The fourth defendant along with defendants 2 and 3, after giving proper public notice in newspaper dated 26.10.2005 for purchase of the suit schedule property, purchased the same. Thus, the plaintiff is estopped from claiming the relief of partition. Therefore, the suit is not maintainable in view of the fact that the suit was filed by suppressing the fact that a partition deed was entered between the first defendant and the plaintiff with the knowledge that the suit property was sold to defendants 2 to 4 by the first defendant.

6.On the basis of the pleadings, this Court framed the following issues:

(i) Whether the sale deed dated 16.12.2005 is void as the first defendant does not have valid title over the same?



(ii) Whether the sale in favour of defendants 2 to 4 by the first defendant is valid when the plaintiff claims 50% of the title over the suit property?

(iii) Whether the partition deed dated 18.11.2005 was confined only to the village properties owned by the plaintiff and the first defendant?

(iv) To what other reliefs, the plaintiff is entitled?

7.During the course of Trial, on the side of the plaintiff, one witness was examined as PW1 and Exs.P1 to P11 were marked and on the side of the defendants, one witness was examined as DW1 and Exs.D1 to D28 were marked.

8.The facts that the relationship between the plaintiff and the first defendant as brother and sister and that the suit property originally belonged to their father, C.R. Vedachalam, are admitted. The plaintiff has filed this suit for partition of the property described in the schedule, which is detailed hereunder:



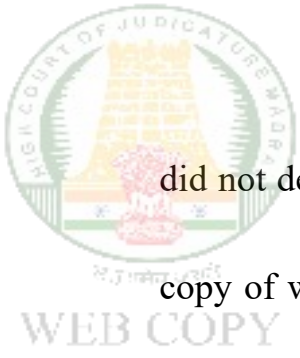
SCHEDULE OF PROPERTY

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'That piece and parcel of property comprising of land and building bearing Old Door No.6, New No.11, Sir P.S.SivasamySalai, Mylapore, Chennai 600 004, comprised in O.S. No.2789, R.S. No.1704/2 and 1703/3 and as per Patta R.S. No.1704/2, Block No.36, within the registration Sub District of Mylapore and Registration District of Madras South, admeasuring in all 8,164 sq.ft. or thereabouts.'

9.The suit property was originally belonged to the plaintiff grandfather, V.K. RamasamyMudaliar. He bequeathed the suit property in favour of his son, C.R. Vedachalam, by executing a Will dated 15.12.1979. The Will came into effect after the demise of V.K. RamasamyMudaliar and the same was also probated by order of this Court dated 03.12.1998 in O.P. No. 34 of 1998.

10.It is the claim of the first defendant that the suit property was completely allotted to him in the family partition entered into between the plaintiff and the first defendant on 18.11.2005. The plaintiff husband had executed a Partition Deed as a Power of Attorney of the plaintiff. The plaintiff



did not deny the execution of the partition deed dated 18.11.2005. The certified copy of which has been marked as Ex.P3. But the only objection raised by the plaintiff is that the said Partition Deed involves only the family properties in villages and it does not relate to the suit property, which is situated in Chennai city.

11. Defendants 2 to 4 have purchased the whole of the suit property from the first defendant on 16.12.2005. It is the contention of the plaintiff that the first defendant managed to sell the entire suit property ignoring her share, by using a fraudulent legal heirship certificate obtained by him on 11.02.2003. The said legal heirship certificate has been marked as Ex.P1, in which the first defendant alone is shown as the legal heir of the deceased C.R. Vedachalam. Since the plaintiff is also one of the legal heirs of the deceased, it is not correct to issue the legal heir certificate by showing the first defendant as the sole legal heir of late Vedachalam.



12.However, it is claimed by defendants 2 to 4 that they were convinced to purchase the whole of the suit property from the first defendant because of the partition deed executed between the plaintiff and the first defendant on 18.11.2005. The certified copy of the partition deed is available as Ex. P3. In Ex. P3, the plaintiff's husband represented the plaintiff and entered into the partition deed along with the first defendant. The recitals in the partition deed would show that the family partition was executed for partitioning the properties, situated in the villages of Cheyyur, Vedal, and Thiruvadoor and the particulars of those properties would show that those properties are situated in the above villages.

13.It is claimed by the defendants that the partition deed has been agreed between the parties and that no other property was available for partition and between the brother and sister, there is only a blood relationship and not any other joint ownership or entitlement in respect of any other family properties.

14.However, on perusal of Ex. P3, it appears that the recitals clearly state that the partition deed pertains only to the village properties, which reads as under:



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ekf;Fs; cwt[Kiw ghj;jpak; jtpu brhj;Jhpikj; bjhlh;glfs; Vjk; ,y;iy/

15.By making reference to the above recitals in the partition deed, it is claimed by the first defendant that the plaintiff had relinquished her right in the suit property infavour of the first defendant and that the first defendant has become entitled to the whole of the suit property. Had it been the case, it could have been very simple for the parties to include the suit property also in the partition deed. When a party claims an entitlement or interest in an immovable property, which has been transferred in his favour through a partition, then the suit property ought to have formed part of the partition deed and that it should have been registered.

16.It is not the case of the defendants that the plaintiff and the first defendant have entered into any other partition deed, other than Ex. P3. Admittedly, Ex. P3 does not make any mention about the suit property or any other property of the family in the city. Therefore, Ex.P3 partition deed was



entered into only in respect of the village properties. Unless an explicit mention is made in the schedule of the partition deed, the parties cannot claim that they have settled their respective shares in the said property also between themselves.

17.The defendants also submitted that after partitioning the village properties, the suit property was orally partitioned between the plaintiff and the first defendant. When the plaintiff and the first defendant are very much aware that to define their share in an immovable property, partition deed should be registered and that they have also executed one such partition deed between themselves on 18.11.2005, it is difficult to believe that they have orally partitioned the suit property alone.

18.As the plaintiff has been living at abroad, the first defendant could have managed the suit property by himself. Since the first defendant is the co~sharer of the suit property, his possession or enjoyment of the suit property



can only be construed as the possession on behalf of the other co-sharer also. It is not the case of the first defendant that the plaintiff has been ousted from her joint enjoyment of the suit property. But his specific contention is that she had given up her interest in the suit property and allowed it to be allotted to the share of the first defendant in an oral family partition. Whenever a party takes up a plea of oral partition, then the burden is on him to prove that there was an oral partition as alleged by him. On the side of the defendants, the second defendant has been examined as DW1 and the defendants have not examined any witnesses to prove the alleged oral partition.

19.It is further contended by the defendants that the first defendant had been enjoying the suit property by way of mortgaging the whole of the suit property with Standard Chartered Bank and dealing with the suit property, but the plaintiff did not raise any objection.

20.Admittedly, the plaintiff was at abroad and hence,she could not visit the suit property often. The plaintiff is said to have issued a legal notice to the bank on 12.09.2005 asserting her half share in the suit property. However, the loan was discharged by the first defendant himself and thereafter, the plaintiff



has been raising her objections whenever a paper publication has been made by every willing purchaser before purchasing the suit property.

21. Defendants 2 to 4 also did not deny that they have given a paper publication inviting objections before purchasing the suit property. If the defendants 2 to 4 were clear about the title of the first defendant, it would not have necessitated them to issue such an unusual paper publication. The very issuance of the paper publication itself would show that the plaintiff had knowledge about the interest of other co-sharers in the suit property and only because of that they were issuing paper publications before their purchase.

22. It is also submitted by the defendants that the plaintiff, who had preferred this suit, did not appear in the witness box and that her husband alone was examined as P.W.1. However, this is a kind of suit, which is mainly based upon the documents and the facts pleaded on the basis of the written documents can only be proved by producing the very same documents as per Section 91 of



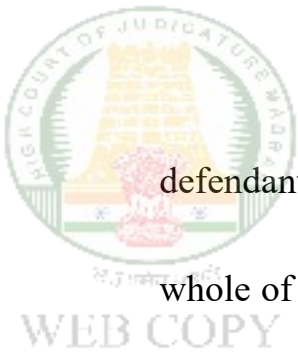
the Evidence Act. Such production of the documents even excludes oral evidence with regard to the execution of those documents and the very partition deed Ex.P3 on which the defendants premise their case itself, does not contain any particulars of the suit property. What was transacted between the plaintiff and the first defendant vide Ex.P3 Partition Deed is only the village properties that belonged to the family.

23.The plaintiff's husband, who was examined as P.W.1 had acted as her power of attorney, while executing Ex. P3, could not make sense about the recitals, which have been written in tamil because in his evidence also he has stated that he is not proficient in Tamil. This was made use of by the first defendant to include the words that there was only a blood relationship and no other relationship between the plaintiff and the first defendant in respect of the property. Since Ex. P3 does not make any reference about the suit property, such recitals cannot be construed to mean that the plaintiff had expressed her willingness to exclude the suit property also.



24. In other words, the recitals in the partition deed cannot be read in isolation and it has to be read in a comprehensive manner. There are recitals to the effect that the partition is only in respect of the village properties and that cannot be conveniently denied or underplayed by the defendants. In the absence of proof of any oral partition and the partition deed Ex.P3 is not inclusive of the suit property, the only inference that can be made is that the partition deed dated 18.11.2005 was confined only to the village properties owned by the plaintiff and the first defendant and nothing else. Thus, Issue No.3 is answered.

25. In the absence of any partition regarding the suit property, it goes without saying that the plaintiff and the first defendant, being the only legal heirs of their father, are entitled to a half share each in the suit property. Defendants 2 to 4 knowing well about the partition deed Ex. P3, should have questioned about the non-inclusion of the suit property in the particulars of the partition deed. They knowingly purchased a litigation because the partition deed have conveyed to the defendants 2 to 4 that apart from the first defendant, there is one more legal heir, who is the plaintiff. In fact, only because of that,



defendants 2 to 4 had issued paper publication and emboldened to purchase the whole of the suit property from the first defendant, when he had only half share in the suit property. The first defendant, who did not have a title in respect of the other undivided half share, belonged to his sister, the plaintiff herein, could not ask title in respect of the suit property. Hence, the sale deed dated 16.12.2005 (Exhibit D22) executed by the first defendant is null and void sofaras it relates to the undivided half share of the plaintiff. In other words, the sale deed obtained by defendants 2 to 4 executed by the first defendant on 16.12.2005, which has been marked as Ex.D22 is valid only in respect of the undivided half share that belongs to the first defendant. Thus, issues 1 and 2 are answered.

26. Much ado has been made about the non-examination of the plaintiff and that her husband alone has been examined as PW1. As stated already, the case of the plaintiff stands only on the documentary evidence, which is Ex.P3 and it speaks for itself. Therefore, the plaintiff is entitled to the benefit of Sections 91 and 92 of the Evidence Act. Further, the plaintiff's husband, who



acted as power of attorney and executed Ex.P3 on behalf of the plaintiff, can be the better person to speak about the sale. As he is not a person who is not well versed in tamil, the defendants cannot rely on one recital, which was written in tamil about the subsistence of only blood relationship between the plaintiff and the first defendant. He has stated in his evidence that he had not gone through Ex.P3 document since he is not proficient in tamil. Being the brother in law and in view of the cordial relationship between themselves, PW1 had believed the words of the first defendant and affixed his signature, without even reading the contents. Whatever may be the case, the recitals of Ex.P3 would categorically refer only to the village properties and the above recitals along with the absence of suit property in the schedule would prove that Ex.P3 was not executed with an intention of relinquishing the plaintiff's right in the suit property.

27. Even when a question is posed to PW1, whether he can read tamil, he has answered in the negative. As the plaintiff came to know about the existence of the sale deed in favour of defendants 2 to 4 during December 2005, she has filed this suit seeking appropriate relief by claiming her half share. Since she



was not a party to the sale deed executed in favour of defendants 2 to 4, it is not necessary for her to challenge the same and she had simply ignored the same because the above sale deed will not bind her.

28.As the plaintiff has proved that she is entitled to half share in the suit property as equal legal heir of her father as that of the first defendant, the plaintiff is entitled to a preliminary decree for partition of her half share in the suit property. Thus, issue No.4 is answered.

29.In the result, this suit is allowed. A preliminary decree of partition is passed, declaring the plaintiff's half share in the suit property. The question of mesne profits shall be determined during the final decree proceedings. No costs.

31.10.2025

vga

Index: Yes/No



List of Witness examined on the side of the Plaintiff:~

(PW1) C.R.Rajkumar

List of Exhibits marked on the side of the Plaintiff:~

Ex. P1 is the photocopy of the legal heir certificate dated 11.02.2003.

Ex.P2 is the original legal notice issued by the defendant-s advocate dated 15.10.2005 with original postal cover.

Ex.P3 is the certified copy of partition deed dated 18.11.2005.

Ex.P4 is the certified copy of agreement to sale dated 20.10.2005.

Ex.P5 is the certified copy sale deed dated 16.12.2005.

Ex.P6 is the original news paper publication dated 26.10.2005.

Ex.P7 is the certified copy of sale deed dated 15.04.1943.

Ex.P8 is the certified copy of partition deed dated 07.11.1955.

Ex.P9 is the certified copy of settlement deed dated 25.02.1976.

Ex.P10 is the original Will dated 15.12.1979 in O.P.No.34 of 1988.



Ex.P11 is the original petition in O.P. No.34 of 1988 along with order of probate dated 03.02.1988.

List of Witness examined on the side of the defendants:~

(DW1) Imran Dawood Khan

List of Exhibits marked on the side of the defendants:~

Ex.D1 is the photocopy of death certificate of C.R.Vedachalam dated 30.01.2003.

Ex.D2 is the photocopy of Legal heir certificate of C.R.Vedachalam dated 11.02.2003.

Ex.D3 is the Original Extract from permanent Land Register stands in the name of First Defendant dated 29.09.2005.

Ex.D4 is the photocopy of Property Tax payment demand card stands in the name of C.V.Ramkumar.

Ex.D5 is the photocopy of Property Tax payment issued in the name of C.V.Ramkumar dated 31.08.2003.



Ex.D6 is the photocopy of Water and Sewerage Tax payment receipt issued in the name of C.V.Ramkumar dated 12.12.2007.

Ex.D7 is the Original Intimation slip issued by Chennai Metropolitan Water Supply and Sewerage Board dated 04.07.2007.

Ex.D8 is the Original of property tax receipt issued in the name of V.K.Ramasamy dated 07.02.2002.

Ex.D9 is the Original Electricity consumption payment receipt in the name of V.K.Ramasamy.

Ex.D10 is the Certified copy of Mortgage deed executed by V.R.Vedhahachalam and C.V.Ramkumar in favour of Elangovan in Doc.No.1791/2002 SRO, Mylapore dated 28.06.2002.

Ex.D11 is the Certified copy of Receipt executed by Elangovan in favour of V.R. Vedhahachalam and C.V.Ramkumar in Doc.No.32/2003 SRO, Mylapore dated 07.01.2003.



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Ex.D12 is the Original General Power of Attorney executed by the 1st defendant in favour of S.George William registered as Doc.No.260/2005 SRO, Mylapore dated 10.03.2005.

Ex.D13 is the Original General Power of Attorney executed by the 1st defendant in favour of M/s.Saijayini Housing Promoters P Ltd registered as Doc.No.261/2005 SRO, Mylapore dated 10.03.2005.

Ex.D14 is the Original cancellation of General Power executed by the 1st defendant in favour of S.George William registered as Doc.No.1276/2005 SRO, Mylapore dated 24.10.2005.

Ex.D15 is the Original cancellation of General Power executed by the 1st defendant in favour of M/s.Saijayini Housing Promoters P Ltd registered as Doc.No.1277/2005 SRO, Mylapore dated 24.10.2005.

Ex.D16 is the Original Agreement of Sale entered between the Defendant~1 and Defendants~2 to 4 registered as Doc.No.2929/2005 SRO, Mylapore dated 20.10.2005.



Ex.D17 is the photocopy of Demand Draft issued in favour of Standard Chartered Bank for Rs.1,08,00,000/~ drawn on Bank of Baroda bearing No.142482 dated 19.10.2005.

Ex.D18 is the photocopy of Demand Draft issued in favour of M/s.Saijayini Housing Promoters P Ltd for Rs.10,00,000/~ drawn on Bank of Baroda bearing No.142483 dated 19.10.2005.

Ex.D19 is the photocopy of Demand Draft issued in favour of Rajesh Bhansali for Rs.10,00,000/~ drawn on Bank of Baroda bearing No.142484 dated 19.10.2005.

Ex.D20 is the Original Offer Letter for one time settlement issued by Standard Chartered Bank dated 20.10.2005.

Ex.D21 is the Original Letter of acknowledgment given by the 1st defendant to and in favour of Standard Chartered Bank dated 21.10.2005.

Ex.D22 is the Certified copy of Sale deed executed by the 1st defendant in favour of Defendants 2 to 4 registered as Doc. No.3524/2005 SRO, Mylapore dated 16.12.2005.



Ex.D23 is the photocopy of Letter issued by M/s.GMAC Financial Services to the Defendants 2 to 4 intimating the attachment order dated 19.12.2005.

Ex.D24 is the photocopy Name transfer order issued by the Revenue Officer of corporation of Chennai dated 16.06.2006.

Ex.D25 is the Original Demand notice issued by the Asst. Revenue Officer of Corporation of Chennai to the defendants 2 to 4 dated 09.07.2014.

Ex.D26 is the photocopy of property tax payment demand card in the defendants 2 to 4.

Ex.D27 is the online copy of property tax issued in the name of defendants 2 to 4.

Ex. D28 is the Extract from the permanent Land Register stands in the name of defendants 2 to 4 issued by Tahsildar, Mylapore dated 05.02.2008.

31-10-2025

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C.S.No.80 of 2



DR.R.N.MANJULA, J.

vga

C.S. No.80 of 2006

31.10.2025

**C.S. No.80 of 2006****Dr.R.N.MANJULA,J.**

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This Civil Suit is listed today under the caption "for being mentioned" at the instance of the plaintiff.

2.The learned counsel for the plaintiff has pointed out some errors / corrections in the judgment dated 31.10.2025 passed in the above Civil Suit, with regard to the relationship of the plaintiff with P.W.1/Power of Attorney. It has been wrongly mentioned that P.W.1 is the husband of the plaintiff, while P.W.1 is actually cousin of the plaintiff.

3.In view of the above submission made by the learned counsel for the plaintiff, the said corrections are carried out now and the following orders are passed:

“(i) In **Paragraph No.22**, the word 'husband' shall be corrected as 'cousin'.



(ii) In so far as Paragraph Nos.23 and 26 are concerned, the said paragraphs shall be replaced as under:

“23.The plaintiff’s cousin, who was examined as P.W.1 and who is power of attorney for this suit, could not make sense about the recitals, which have been written in tamil because in his evidence also he has stated that he is not proficient in Tamil. Since Ex. P3 does not make any reference about the suit property, such recitals cannot be construed to mean that the plaintiff had expressed her willingness to exclude the suit property also.

26.Much ado has been made about the non-examination of the plaintiff and that her cousin alone has been examined as PW1. Whatever may be the case, the recitals of Ex.P3 would categorically refer only to the village properties and the above recitals along with the absence of suit property in the schedule would prove that Ex.P3 was not executed with an intention of relinquishing the plaintiff’s right in the suit property.””



the judgment dated 31.10.2025 shall remain unaltered.

the parties.

gsa



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DR.R.N.MANJULA, J.

gsa

C.S. No.80 of 2006

14.11.2025