



IN THE HIGH COURT OF JUDICATURE AT MADRAS

RESERVED ON 19.08.2025	PRONOUNCED ON 27.10.2025
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CORAM :

THE HON'BLE MR.JUSTICE K.KUMARESH BABU**C.S.No.206 of 2019**

Sumathi Sampath

... Plaintiff

Vs

Anand

... Defendant

Prayer : Civil Suit filed under Order IV Rule 1 of Madras High Court Original Side Rules read with Order VII Rule 1 of CPC to pass decree and Judgment against the defendant as hereunder:-

a) directing the defendant to vacate and handover possession to the plaintiff, the flat situated at ground floor of No.36/2, Pachiyappas college hostel road, Chetpet, Chennai – 600 034.

b) grant an order of permanent injunction restraining the defendant his men, servants, agents from encumbering the suit schedule property in any manner.

c) directing the defendant to pay a sum of Rs.35,000/- (Rupees Thirty Five Thousand only) per month



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towards rent of the flat-suit schedule property into the credit of the suit, from the date of plaint till the disposal of suit,

d) to pay the plaintiff the cost of the suit;

e) to any other relief that the plaintiff is entitled to which may deem fit and proper.

For Plaintiff : Mr.Siddarth for M/s.BFS Legal

For Defendants : Mr.A.Praveen

JUDGMENT

The instant suit has been filed seeking a direction to vacate the defendant and hand over possession of the suit schedule property to the plaintiff, together with a permanent injunction restraining the defendant from encumbering the suit schedule property in any manner, and further directing the defendant to pay a sum of Rs.35,000/- per month as rent for the use and occupation of the suit property.

2) It is the case of the plaintiff that she and the defendant are spouses, married on 21.06.1991, and have a daughter, Apoorva. The plaintiff purchased the suit schedule property under Sale Deed dated 01.06.2001, registered as Document No.983 of 2001, from one Mr. M. Lakhmanan. The suit property is



the self-acquired property of the plaintiff/wife. While employed at Bangalore, the plaintiff permitted the defendant, their daughter, and her mother to reside in the premises. The defendant, however, misused the same and attempted to usurp the property by unlawful means. Hence, the plaintiff filed the present suit seeking recovery of possession along with mesne profits in the form of rent.

3) It is the case of the defendant that the suit property was purchased from his funds and belongs to him. He contends that the plaintiff has produced no documents to substantiate her case or prove the transaction. He further alleges that the plaintiff is reckless, maintained an immoral relationship, and was once found at a hotel in Calcutta. According to the defendant, he, along with his daughter and mother-in-law, has been residing in the premises since the plaintiff wilfully separated from the family to pursue her work at Bangalore. He asserts that he intended to settle the property in favour of his daughter, retaining a life interest for himself, but in order to cause hardship, the plaintiff has instituted the present suit, though she has no entitlement to the property. Accordingly, the defendant prays for dismissal of the suit.

4) Based on the pleadings of the parties, the following issues were framed to consider the case on hand.



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- a) Whether this court has no jurisdiction to entertain the suit?
- b) Whether the plaintiff is the absolute owner of the suit schedule property and entitled to recovery of possession as per Law?
- c) Whether the plaintiff is entitled to permanent injunction as prayed for?
- d) Whether the defendant has paid the entire cost towards purchase of the suit schedule property?
- e) To what other relief, the parties are entitled?

5) On the side of the plaintiff, the plaintiff has been examined as PW1 and marked Ex.P1 to Ex.P6 and on the side of the defendant, the defendant has been examined as DW1.

6) Heard Mr.Siddarth, learned counsel appearing for the plaintiff and Mr.A.Praveen, learned counsel appearing on behalf of the defendant.

7) The learned counsel for the plaintiff submits that the plaintiff and the defendant are wife and husband, and out of their wedlock a daughter, Apoorva, was born. He submits that the plaintiff purchased the suit schedule property measuring about 1400 sq.ft. along with 1000 sq.ft. of undivided share (UDS) from one Mr. M. Lakhmanan, under a sale deed dated 01.06.2001, registered as



Document No.983 of 2001 and marked the sale deed as Ex.P1. He further submits that the suit property is the self-acquired property of the plaintiff, purchased through a housing loan availed from ICICI Housing Finance Ltd. in the year 2002. The plaintiff repaid the loan in full by 2005, whereupon the property documents were reconveyed in her name. Thus, the plaintiff is the absolute and lawful owner of the suit premises. He submits that the plaintiff, the defendant, their daughter, and the plaintiff's mother resided in the suit premises. Subsequently, the plaintiff was transferred from Chennai to Bangalore. After her transfer, the plaintiff's mother remained in possession of the suit premises, looking after the granddaughter and the defendant.

8) He further submits that the defendant's conduct was improper and unlawful. The defendant used the house for immoral and illegal activities and, being irresponsible, engaged in adultery and other acts detrimental to the harmony of the family. The plaintiff's mother passed away due to cancer on 05.11.2016. Thereafter, the relationship between the plaintiff and the defendant deteriorated, leading the plaintiff to file a divorce petition on 23.06.2018 in Case No.3378 of 2018 before the V Additional Family Court, Bangalore and petition is marked as Ex.P4. He submits that the defendant obstructed the plaintiff's entry into her own property, i.e., the suit premises, though he has no



legal right to reside therein once the marital relationship has irretrievably broken down. The plaintiff continues to pay the property tax and water tax regularly which is marked as Ex.P2, while the electricity charges alone were paid by the defendant from December 2016.

9) The learned counsel further submits that since the defendant did not respond to the plaintiff, she issued a legal notice dated 18.09.2018, which was duly received by him on 25.09.2018. The legal notice is marked as Ex.P3. However, despite receipt, the defendant neither replied to the notice nor vacated and handed over possession. He further submits that the respondent himself said in the pleadings that he deposited the EMI a day before the due date contravened that statement in deposition he said he does not know the bank details of the plaintiff which questions the credibility of the evidence. It is further submitted that the defendant never continuously resided in the suit property and that only after the demise of the plaintiff's mother did the defendant and the daughter start residing there. The defendant is also damaging the suit premises and diminishing its value, whereas the property could easily fetch a rental income of Rs.35,000/- per month, which the plaintiff intends to utilise for her daughter's marriage and welfare. Hence, the learned counsel prays that the suit be decreed as prayed for.



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10) The learned counsel for the defendant submits that the present suit has been filed with malafide intention and ulterior motive to harass and dispossess the defendant from the suit property. He submits that the suit is not maintainable before this Court and lies only before the Family Court, in view of the subsisting marital relationship between the parties. He further contends that the suit property was purchased out of the defendant's own funds, and therefore, he cannot be dispossessed even though the property stands in the plaintiff's name. The defendant is willing to settle the property in favour of his daughter. It is submitted that the property was registered in the name of the plaintiff at her insistence, but the defendant is the de facto owner and thereof, the transaction is not benami. He points out that the bank account of the defendant, which was used for the purchase, was subsequently closed.

11) The learned counsel further submits that the plaintiff had unpleasant behaviour, often quarrelled with neighbours, which compelled the defendant to shift to a rental accommodations multiple times. She attempted to commit suicide nearly 25 times, and due to such behaviour, the plaintiff's mother and daughter chose to stay with the defendant. It is submitted that the property was purchased in the plaintiff's name only under her pressure, though the purchase



money emanated from the defendant's bank transactions. The defendant asserts that the EMI payments shown in the plaintiff's account were only from amounts earlier deposited therein by him, which can be established by Ex.P6, the bank statements of the plaintiff. He further submits that the plaintiff's stay in Bangalore was not on account of an official transfer but by her own choice, and that her mother's death followed soon after she was moved to Bangalore at the plaintiff's instigation.

12) The learned counsel also alleges that the plaintiff developed an immoral relationship with another person, impersonating him as her husband in a hotel, whereupon she consumed sleeping pills to avoid police action. The hotel authorities lodged a written complaint with the police and informed the defendant by phone, causing him and his daughter great mental agony. The defendant has been residing in the suit property since its purchase and has invested about Rs.5,00,000/- in interiors. The plaintiff never permitted the defendant's family to enter the property, and only his father managed to spend about ten minutes therein. The plaintiff's claim that the property could fetch a rent of Rs.35,000/- per month clearly discloses her greed. The defendant further submits that the plaintiff has failed to substantiate her allegations with any



documentary evidence. Hence, he prays that the suit be dismissed as devoid of merits.

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13) I have considered the submissions of the respective parties and perused the materials available on record.

14) Issue (a)

It is the claim of the defendant that the suit before this Court is not maintainable in view of the Provisions of Section 7(1)(c) of the Family Court Act which vests jurisdiction with the Family Court to also deal with the suit or proceedings between the parties to marriage with respect to the property of the parties or either of them and also for any injunction in the circumstances arising out of the marital relationship.

15) He would submit that the suit had been filed, seeking for direction against the defendant to vacate and hand over the possession of the suit scheduled property to the plaintiff and also for an injunction restraining the defendant from encumbering the suit scheduled property and for payment of sum of Rs.35,000/- per month towards the rent to the suit scheduled property.



16) He would submit that the plaintiffs under Ex.P4 had instituted a petition for divorce before the Principal Family Court at Bengaluru and therefore, the suit between them would also have to be instituted only at the Family Court at Bengaluru and the present suit is not maintainable. It is true that the Provisions of Section 7(1)(c) and (d) vests jurisdiction of the Family Court to try a dispute between the parties who are in a marital relationship even with respect to the properties of the parties or either of them. Section 7 would have to be read in conjunction with Section 8 of the Family Courts Act. Section 8 envisages that where a Family Court is established for an area then no District Court or a Subordinate Civil Court in relation to such area cannot exercise any dispute within such area where a Family Court has been established and any such pending proceedings would have to be transferred to the Family Court. Section 8 does not take away the jurisdiction of the High Court which exercises its original jurisdiction over the property within its jurisdiction. That apart, even assuming that the suit had been instituted in a District Court or a City Civil Court at Madras with regard to the property, the Family Court at Bengaluru could not exercise its jurisdiction, as the property is not situated within its jurisdiction.



17) It is also further to be noted that the jurisdiction of a Court in a particular area which has a jurisdiction to try a suit within its territorial jurisdiction could only be transferred to a Family Court established in that area and not a suit which is filed within the jurisdiction of another Court which is not under the area for which the Family Court had been established and therefore, the claim of the defendant that this Court do not have jurisdiction to try the suit is wholly misconceived. Therefore, this Court has jurisdiction to entertain the suit.

18) Issue (b),(c) and (d)

Under Ex.P1, the plaintiff's claim that the property had been purchased by her from the loan that she had acquired, which repayment is substantiated under Ex.P6. Ex.P2 also establishes that the property stands in the name of the plaintiff. Even though, the defendant had claimed that it is from his funds, the suit schedule property had been purchased, he had failed to produce any documents to substantiate his claim that he had arranged funds for the property.

19) He had further claimed that the monies that were paid to the loan account under Ex.P6 belonged to him. Even to that the defendant had not exhibited any documents nor has he examined any independent witness to



substantiate his claim. It is to be noted that even though the defendant had claimed that it is through his bank accounts, he had made arrangements, in his deposition, he has categorically admitted that he do not have any pass book nor does he remember the bank account from which he had made such payments. Hence, the defendant had not established that it was his funds which had been utilised for the purchase of the suit scheduled property and he was instrumental in also paying the equated monthly installments for the loan in the name of the plaintiff for the purchase of the property.

20) On the other hand, the plaintiff had proved that under Ex.P1, she had purchased the property and the sale consideration of the property had been paid by her from the funds belonging to her in part and in part from the loan that had been sanctioned in her favour and also the equated monthly installments had been paid by her through Ex.P6. Hence, this Court is of the considered view that the plaintiff is the absolute owner of the suit scheduled property and she is entitled to recover the possession of the property and also for the permanent injunction as prayed for.

21) In fine, the suit is decreed by directing the defendant to vacate and hand over the possession of the property within a period of 6 months from the



date of receipt of a copy this judgment and decree and is also restrained by an order of permanent injunction from encumbering the suit property in any manner either by himself, his men, servants and agents. The defendant shall also bear the costs of the suit.

27.10.2025

Gba

Index :Yes/No

Internet:Yes/No

**List of witnesses examined on the side of the Plaintiff:**

PW1- Mrs.Sumathi Sampath

List of documents marked on the side of the Plaintiff:

Exp1	The certified copy of the Sale Deed No.983/2001
Exp2	The Property Tax Demand and Receipt.
Exp3	The office copy of the Legal Notice sent to the defendant.
Exp4	The certified copy of the Petition seeking Divorce filed by the applicant bearing M.C.No.3378/2018 in the Court of Principal Judge, Family Court, Bengaluru.
Exp5	The Voter Identity Card of Mrs.Sumathi.(Original is seen and returned)
Exp6	The Bank Statement of ICIC Bank of Mrs.Sumathi Sampath. (Certificate under Section 65 B of IEAct produced)

List of witnesses examined on the side of the Defendant:

DW1- Mr.Aanand

List of documents marked on the side of the Defendant:

NIL

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Index : Yes/ No

Internet : Yes/ No



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K.KUMARESH BABU.J,

Gba

Pre-Delivery Judgment in

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