



C.S. No.453 of 2019

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 30.10.2025

CORAM :

THE HONOURABLE MR.JUSTICE P.DHANABAL

C.S. No.453 of 2019

1. Mani S/o. Muruga Gounder

2. J. Prabhu S/o. Jayapalan

3. J. Pradeep S/o. Jayapalan

... Plaintiffs

vs.

M. Rajendran S/o. Muruga Gounder

... Defendant

PRAYER: The Plaintiff is filed under Order IV Rule I of Original Side Rules read with Order VII Rule 1 of Civil Procedure Code praying to pass a judgment and decree against the defendants

(i)directing partition of Schedule A property in Royapuram and to give

1/2 share in it to the 1st Plaintiff;

(ii)directing partition of Schedule B property in Madhavaram and to

give 3/4th share in it to the Plaintiffs;

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(iii) To award costs of the proceedings.

For Plaintiffs : Mr. M. Aravindan
for M/s. V. J. Latha

For Defendant : Mr. V. Ramamurthy

JUDGMENT

This Suit has been filed by the Plaintiff for the relief of partition over the Suit properties as against the defendants.

2. The case of the Plaintiff is as follows:-

The 1st Plaintiff and the defendant are the sons of one Late Mr. M. Murugagounder. The said M. Murugagounder had three sons namely 1) Jayabalan, 2) Rajendran, the defendant herein and 3) M. Mani, the 1st Plaintiff herein. The said Jayabalan, the eldest brother, migrated to Chennai as early as in 1970s and engaged himself in lorry transport business. The



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defendant and the 1st Plaintiff also migrated to Chennai subsequently. The

defendant started lorry transport business under the name and style of M/s. Sri

Prabhu Transport and the 1st Plaintiff started his lorry transport business

under the name and style of M/s. Sri Raghavendra Transports, The said

Jayabalan, the eldest brother, passed away in the year 1997 leaving behind his

wife and two sons, the 2nd and 3rd Plaintiffs and they continued the business

of their father. From and out of the funds earned by the 1st Plaintiff and the

defendant, they purchased a residential building at Door No.58/52, Arthoon

Road, Royapuram, Chennai jointly in their names through a Sale Deed dated

13.11.1997, which is described as Schedule 'A' property. The 1st Plaintiff and

the defendant also acquired agricultural lands in and around Chennai in their

joint names and they had divided amongst them. The Plaintiffs and the

defendant jointly contributed funds and purchased two adjacent lands

measuring 35 cents and 38 cents in Madhavaram in their joint names and

registered two Sale Deeds dated 17.02.2000 i.e., Schedule 'B' property.



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2.1. The parties had set up a common garage to carry out repair works in the land purchased in Madhavaram. The defendant managed the land in Madhavaram initially by leasing out to other transporters and later by letting it out as parking of lorries and trailers of outsiders on daily rental basis. The 1st Plaintiff shifted to the complex, where he was residing in the year 2000. Initially he was residing in a tenanted premises for the sake of education of his children. There are some misunderstandings between the Plaintiffs and the defendant. Thereby, the defendant started claiming ownership over Schedule 'A' and 'B' properties, even though the properties were purchased jointly by all the parties. The defendant was also dominating over the rental and parking collection in Schedule 'B' property. He never gave account nor shared any income earned by him. The defendant also took the trailer lorries of the 1st Plaintiff for his transport business, but refused to pay the 1st Plaintiff's share in the income earned by him. Therefore, the Plaintiffs demanded partition over the Schedule 'A' and 'B' properties, but the defendant was not ready for amicable partition. In 'A' Schedule property, 1st Plaintiff

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and the defendant are equally entitled to 1/2 share and in 'B' Schedule properties, each Plaintiff and the defendant are equally entitled to 1/4 share.

Therefore, the Plaintiffs have filed a Suit for the relief of partition.

3. **The brief averments of the Written Statement filed by the defendant are as follows:-**

The defendant denies all the allegations levelled in the Plaint. The defendant alone is living in the entire first floor of the Schedule 'A' property. The 'B' Schedule properties are situated at Tiruvallur. The relationship between the parties are admitted and the allegation that the 2nd and 3rd Plaintiffs are residing in the first floor of the Arthoon Road is denied. In fact, they are residing at the back side of the second floor of the Arthoon Road property on permissive occupation of the defendant. When the defendant came to Chennai from his native village, the deceased Jayabalan, the eldest brother was employed in a concern and he was not having any firm or concern of his own, that after hard work and gaining experience of his own as

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worker in the transport business started his own concern by name M/s. Sri

Prabhu Transport" with trailers at Royapuram, but not as 'firm' as alleged in

the Plaint. The defendant had his own office at No.120 (Old No.272),

Thambu Chetty Street, Chennai on lease on his name. The Plaintiff had

forcibly taken the rent premises in the year 2018. The records, accounts and

the computers containing records of his concern M/s. Sri Prabhu Transports

were taken by him. In fact, the 1st Plaintiff came to Chennai from his native

village and employed in Om Chelli Steels at Rasappa Chetty Street, Chennai

and during the year 1990 alone, he was taken as an employee on a monthly

salary in the defendant's proprietary concern M/s. Sri Prabhu Transports. At

that time, the deceased eldest brother Jayabalan was living separately with his

family at Royapuram, while this defendant and the 1st Plaintiff were living

along with their parents separately at Royapuram.

3.1. The Suit Schedule-'A' property was purchased fully from the funds



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with the defendant's proprietary concern M/s. Sri Prabhu Transports Dena

Bank, Royapuram Branch, for which the Plaintiffs never contributed anything

as he being an employee of the said concern till 2018 as he was only receiving

salary. The defendant, after purchase of the Schedule 'A' property made

repair works and demolished tiled roof of backyard and constructed upto

second floor with overhead tank, out of his own funds, and paying taxes and

other charges to the Government. He is also collecting rents from the tenants.

After the demise of the elder brother Jayabalan, he is only taking care of the

family of the elder brother. The 1st Plaintiff was working in the defendant's

transport concern. Already the 2nd Plaintiff filed a Suit in O.S. No.3165 of

2019 as against the defendant before the I Assistant City Civil Court, Chennai

and the same is pending. A police complaint was lodged against stolen

original documents before the Madhavaram Police Station and the same is

pending. The 'B' Schedule properties were also purchased by the defendant in

the name of the Plaintiffs and they never contributed anything. The said

property was purchased as vacant land and he constructed one room for

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watchman and two floor buildings with all facilities for own use and one rest room for the drivers and other persons as well as raised compound wall out of his own earnings. Therefore, the said properties are the properties of the defendant and the Plaintiffs never contributed for the purchase of the properties.

3.2. In fact, the defendant spent his funds and purchased land in the name of the last two Plaintiffs at Elchankuzhi Village for Rs.27 lakhs to an extent of 35 cents, that the defendant having found the misappropriation of money and maladministration of his business by the 1st Plaintiff, all the Plaintiffs joined together and threatened him and influenced by the elders got all the agricultural lands transferred in favour to the disadvantage of this defendant on their assurance that they should not interfere with this defendant's exclusive possession and enjoyment of the Plaint Schedule properties. Already the defendant had issued a notice and the 2nd Plaintiff had never chosen to give any reply. Therefore, the Suit is liable to be

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dismissed.

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4. Based on the above said pleadings, upon hearing both sides and perusing the records, this Court had framed the following issues:-

(i) Is it true that the Suit schedule properties have been purchased out of income derived by the Defendant.

(ii) Whether the Plaintiffs are entitled for the relief of partition as prayed for.

(iii) To what other reliefs the Plaintiffs are entitled to.

5. In order to prove the case of the Plaintiff, he has examined PW 1 and marked Ex.P.1 to Ex.P.16. On the side of the defendants, they examined DW1 and marked Ex.D.1 to Ex.D.11.

6. The learned counsel appearing for the Plaintiffs would submit that

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the Plaintiffs have filed the Suit for the relief of partition of Schedule A property in Royapuram, which was jointly purchased by the 1st Plaintiff and the defendant and the 'B' Schedule properties, which were jointly purchased by the Plaintiffs and the defendant. Apart from that, the 1st Plaintiff, the father of the 2nd and 3rd Plaintiffs and the defendant were running transport business separately and due to some misunderstanding between the Plaintiffs and the defendant, they demanded for partition over the properties, but the defendant refused for the partition. Therefore, the Plaintiffs filed the Suit.

6.1. In order to prove the case of the Plaintiff, he examined PW1 and marked Ex.P.1 to Ex.P.16. DW1 was examined on the side of defendants, and they marked Ex.D.1 to Ex.D.11. The defendant also admitted the joint purchase of the properties and his only contention is that he only contributed the entire amount and the Plaintiffs have not contributed any amount for the purchase of the Schedule 'A' and 'B' properties. As per Ex.P.1 Sale Deed, the 'A' Schedule property was purchased in the name of the 1st Plaintiff and the defendant. As per Ex.P.2 and Ex.P.3 Sale Deeds, the 'B' Schedule properties

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were purchased jointly in the name of the Plaintiffs and the defendant.

Therefore, all the documents stand in the names of the Plaintiffs and the defendant. While so, the defendant has to prove that he only contributed the amount and the Plaintiffs have not contributed any amount. The defendant has not produced any document to prove the payment said to have exclusively made by him. Per contra, the Sale Deeds were marked as Ex.P.1 to Ex.P.3. Ex.P.1 clearly shows that the demand draft was taken from the Dena Bank account and the money was paid by both the parties. In fact, the Plaintiffs paid money to the defendant and the sale price money was settled through demand draft of Dena Bank. The defendant has not filed any bank statement for the purchase of the properties exclusively by his contributions. Therefore, the defendant failed to prove that the properties were purchased only by his contribution. It is the presumption that the property has been purchased jointly by the parties, since the Sale Deed stands in the name of both the Plaintiffs and the defendant unless the contrary is proved. Therefore, the Plaintiffs have proved their case and the defendant also, during the cross

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examination, admitted the joint purchase and he has not produced any document to prove his exclusive contribution of sale price. Even assuming that the defendant had only contributed money, it is prohibited by Benami Transactions (Prohibition) Act. Therefore, the defendant cannot take such a plea. Therefore, the Suit is liable to be decreed and the 1st Plaintiff is entitled to 1/2 share in the Schedule 'A' property and the Plaintiffs 1 to 3 are entitled to 3/4 share over the Schedule 'B' property. Therefore, the Suit has to be decreed.

7. The learned counsel appearing for the defendant would submit that the Plaintiffs have filed the Suit for partition. In fact, the properties have been purchased through the income derived from the transport business of the defendant and the Plaintiffs have not contributed any money for the purchase of the above said properties. In the Sale Deed Ex.P.1, there is a recital that a demand draft was drawn on Dena Bank, which is a bank account of the transport business in the name M/s. Sri Prabhu Transports. Therefore, the

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Plaintiffs have failed to prove that they have also contributed money for the purchase of the properties. In fact, the transport business was conducted exclusively by the defendant in the name of "M/s. Sri Prabhu Transports", where the 1st Plaintiff was working only for salary and he had no source and money to purchase the said properties. In order to prove the defendant's case he examined DW1 and marked Ex.D.1 to Ex.D.11. The defendant's side evidences amply proved the contention of the defendant that he only contributed money for the purchase of the properties and the Plaintiffs have not contributed any amount. During the cross examination, PW1 admitted that he has no account in Dena Bank and therefore, the amount was paid only by the defendant. The defendant also constructed the building and made improvement in the land purchased by him. The plaintiffs' names were only included additionally for the name sake, but they have not contributed anything. Therefore, the Plaintiffs are not entitled to any relief of partition over the properties. There is a dispute between the parties in respect of the lorry transport business and these Plaintiffs have misappropriated the funds,

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thereby, a police complaint was also lodged. Only to escape from the criminal case, they have filed the present Suit. Therefore, the Plaintiffs have miserably failed to prove their case and thus, the Suit is liable to be dismissed.

8. Heard both sides and perused the entire materials.

9. The Suit is filed for the relieves for directing partition of Schedule A property in Royapuram and to allot 1/2 share in it to the 1st Plaintiff; and for directing partition of Schedule B property in Madhavaram and to allot 3/4th share in it to the Plaintiffs.

Answers to the Issues:

10. Issue No.1:

(i) Is it true that the Suit schedule properties have been purchased out of income derived by the Defendant.

This Suit is filed for the relief of 'partition'. According to the Plaintiffs, 'A' Schedule property was purchased jointly by the 1st Plaintiff and the

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defendant and 'B' Schedule properties were jointly purchased by the Plaintiffs

and the defendant. According to the defendant, the properties were purchased

by the defendant in the joint names of the Plaintiffs and the defendant, but the

defendant alone contributed the amount and the Plaintiffs had never

contributed any amount for the purchase of the properties. The Plaintiffs

have marked a Sale Deed as Ex.P.1 for 'A' Schedule property and two Sale

Deeds as Ex.P.2 and Ex.P.3 for 'B' Schedule properties. There are some

recitals in the 'A' Schedule property in respect of the terms of payments,

which were made through demand draft taken from the Dena Bank.

According to the defendant, the said Dena Bank account is pertaining to M/s.

Sri Prabhu Transports, which is run by the defendant, therefore, prima facie

proved that he only contributed the amount. According to the 1st Plaintiff, he

also contributed amount to the purchase of the 'A' Schedule property and the

amount was paid to the defendant and the defendant had taken demand draft

in the bank, therefore, merely the demand draft was taken in the account of

the defendant, it does not mean that the entire amount was paid by the

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defendant alone.

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11. This Court also perused the records. On a perusal of records, it is seen that the Sale Deed dated 13.11.1997, Ex.P.1, is in the names of the 1st Plaintiff and the defendant. The Sale Deeds pertaining to 'B' Schedule properties dated 17.02.2000, Ex.P.2 and Ex.P.3, stand in the names of the Plaintiffs and the defendant. In order to prove the contention of the defendant that for those sale deeds, he only contributed entire sale price money, there are no records produced to prove the same. The defendant also, during his cross examination, admitted that he has not produced any bank statement for the year 1997 - 2000 to show that he only contributed the amount for the purchase of the said properties.

12. The Plaintiffs admitted in the cross examination that they have not filed any documents to show the contribution of money for the purchase of properties. According to them, they paid money through the defendant

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Rajendran. In the sale deed itself, there is a recital for the payment of money through demand draft. But there are no records that the said demand draft was taken only for the money paid by the defendant. Moreover, the defendant himself in his cross examination admitted that one portion rent is being collected by the defendant and another portion rent is collected by the 1st Plaintiff in respect of 'A' schedule property. It is also admitted by the defendant that the 2nd and 3rd Plaintiffs are also residing in the 2nd floor of the 'A' Schedule property. Further according to the 1st Plaintiff, apart from the 'A' Schedule property, some other properties were also purchased jointly by the 1st Plaintiff and the defendant. Thereafter, Settlement Deed was executed by the parties and the same was also admitted by the defendant during his cross examination.

13. In this context, DW1 in his cross examination admitted that it is correct to state that the 1st Plaintiff has settled his portion of Vichur property to the defendant and the defendant has settled his portion of Vellivoyal

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property in favour of the 1st Plaintiff. Therefore, the above said evidence

shows that the properties were purchased jointly by the 1st Plaintiff and the defendant and some of the properties were already exchanged between them.

Now 'A' Schedule property is available for partition. Though the defendant in his evidence stated that he alone contributed Rs.27 lakhs to the 'B' Schedule properties, but in his income tax returns, he has not referred the above said payment of money and the same was also admitted by him in his cross examination and he also admitted that he has not filed bank statement during the relevant period from 1997 to 2000, when the Schedule 'A' and 'B' properties were purchased. Further the defendant admitted that he has not filed any documents to show that he only contributed amount for the sale consideration of the Suit schedule properties and also he admitted that in the documents, there are recitals that the entire sale consideration has been spent by way of demand draft by the parties and also he admitted that he did not file any bank statement from 1997 to 2000 to prove his contention. Further DW1 during his cross examination admitted that the title deeds of the documents

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are under the possession of the Plaintiffs and not under the possession of the defendant. Though the defendant has stated that those documents were fraudulently taken by the Plaintiffs, there are no pleadings in the Plaint about the same.

14. In this context, DW1 also admitted that there are no pleadings in respect of the claim made by him that the Plaintiffs have taken the sale deed from his house. Therefore, based on the above said evidences and documents, it is clear that the Suit Schedule properties were jointly purchased by the parties and 'A' Schedule property was jointly purchased by the 1st Plaintiff and the defendant and the 'B' Schedule properties were purchased by the Plaintiffs and the defendant. Therefore, the Plaintiffs and the defendant, being the joint owner of the properties, are entitled to their respective share over the properties.

15. At this juncture, the learned counsel appearing for the Plaintiffs has

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relied upon judgment of Hon'ble Division Bench of this Court in a case in

C.P. Kothandapani (deceased) and others v. C.P. Venugopal and others in

O.S.A. No.240 of 2024, wherein Hon'ble Division Bench held that *Once the documents are executed and registered, it is the presumption that the consideration passed unless the contrary is proved and the party who asserted that he only contributed amount has to prove the contrary.* In the case on hand also, according to the defendant, he only contributed the amount and the other parties have not contributed anything. In order to prove the same, there is no any evidence produced. Therefore, the defendant has failed to prove that he alone had contributed the amount for the purchase of the scheduled mentioned properties. Per contra, the recitals of the Sale Deeds show that the properties were jointly purchased by the parties. When the Sale Deeds are in joint names of both the parties, it is the presumption that the Sale Deeds were purchased by the parties for a valuable consideration, unless the contrary is proved. There is no recital in the document that the defendant alone contributed money. Per contra, there are recitals that both the

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purchasers paid money. Therefore, the defendant failed to prove his contention.

16. Further, the learned counsel appearing for the Plaintiffs has relied upon the following judgments:

(i) Valliammal (D) by LRs v. Subramaniam and others reported in (2004) 7 Supreme Court Cases 233.

(ii) E. Yesodammal v. E. Govindan reported in 2010 (2) CTC 705 (Mad).

On a perusal of the above said judgments, it is clear that law presumes the purchaser to be the owner of the property purchased. Onus to prove that he is not the real owner but a benami holder, lies on the person pleading so. Further, Section 4 of the Benami Transaction (Prohibition) Act, prohibits that no Suit, claim or action to enforce any right in respect of any property held benami.

17. Further, the learned counsel appearing for the Plaintiffs has relied

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upon the following judgments:

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(i) *Heirs of Vrajlal J Ganatra vs. Heirs of Parshottam S. Shah* reported in (1996) 4 Supreme Court Cases 490.

(ii) *Yakub Shereef v. Maqdoom Shareef* reported in CDJ 1991 APHC 455.

On a perusal of the above said judgments, it is clear that *rebuttable presumption regarding benami transaction arises when purchase money shown to have come from person other than the recorded owner. When purchase money not shown to have been supplied by Plaintiff for execution of sale deed, the Plaintiff's claim that sale deed was taken benami cannot be sustained.* Therefore, in view of the said Judgment, the defendant cannot take any defense that he only contributed amount and purchased the properties jointly in the names of the Plaintiffs.

18. The learned counsel appearing for the defendant has relied upon
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the following judgments:

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1. H. Vasanthi vs. A. Santha (dead) through Lrs and others reported in 2023 SCC OnLine 998.

2. Vinod Kumar Dhall v. Dharampal Dhall (Deceased) through its Legal representatives and others

On a careful perusal of the above said judgments, it is clear that *Where it is asserted that an assignment in the name of one person is in reality for the benefit of another, the real test is the source when the consideration came as also to find out who has been in the enjoyment of the benefits of the transaction. The case must be dealt upon the reasonable probabilities and legal inferences arising from proved or admitted facts. While considering the question whether the property was held benami or was joint family property, if the propety was purchased by his father in his name for which he was not responsible, it was joint family property. The Benami Transactions (Prohibition) Act would apply only in case property was held benami. In the case on hand, the defendant has failed to prove that he alone contributed*

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amount for the purchase of the properties. Therefore, the above said case laws are no way helpful to decide the case in favour of the defendant.

19. In view of the above said discussions, this Court is of the opinion that the Suit 'A' Schedule property has been jointly purchased by the 1st Plaintiff and the defendant and 'B' Schedule properties have been jointly purchased by the Plaintiffs and the defendant. ***The defendant has miserably failed to prove that the Suit schedule properties have been purchased jointly, but the sale price was exclusively contributed by him out of his income.*** Thus, ***issue no.1*** is answered.

20. ***Issue No.2: Whether the Plaintiffs are entitled for the relief of partition as prayed for.***

The Plaintiffs have filed this Suit for partition that 'A' Schedule property was purchased jointly by the 1st Plaintiff and the defendant and 'B' Schedule property was purchased jointly by the Plaintiffs and the defendant, thereby the 1st Plaintiff is entitled to 1/2 share in 'A' Schedule property and each of the Plaintiffs and the defendant are entitled to 1/4 share over the 'B' Page No.24



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Schedule properties. The defendant admitted the joint purchase of the properties through Sale Deeds, but according to him, he only contributed money for the purchase of properties and the Plaintiffs have not contributed any money for the purchase of the properties. This Court, in issue no.1, decided that the defendant failed to prove that the *Suit schedule properties have been purchased jointly, but the sale price was exclusively contributed by him out of his income* and the properties were purchased by the parties jointly. Therefore, the Plaintiffs are entitled to have partition over the properties. Accordingly, the 1st Plaintiff is entitled to 1/2 share over the 'A' Schedule property and the Plaintiffs 1 to 3 are equally entitled to 1/4 share each and jointly entitled to 3/4 share over the 'B' Schedule properties. To that effect, the Plaintiffs are entitled to preliminary decree. Thus, *issue no.2* is answered.

21. Issue No.3: *To what other reliefs the Plaintiffs are entitled to.*

In view of the above discussions and the decisions arrived at by this



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Court through Issue Nos.1 and 2, the Plaintiffs are entitled to preliminary decree for partition and apart from the above relief, they are not entitled to any other relieves.

22. In the result, the ***Suit is decreed*** in favour of the Plaintiffs and the Plaintiffs are entitled to preliminary decree to the extent that the 1st Plaintiff is entitled to 1/2 share over the 'A' Schedule property and the Plaintiffs 1 to 3 are jointly entitled to 3/4 share over the 'B' Schedule properties and the Plaintiffs are entitled for final decree as per law. Considering the nature of Suit and relationship between the parties, there shall be no order as to costs.

30.10.2025

Index : Yes/No
Speaking Order : Yes/No
mjs

APPENDIX:

List of Plaintiff side Witnesses:

PW1 : Mr. M. Mani

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List of Plaintiff side Documents:

Exhibit No.	Date	Description of Documents
Ex.P.1	13.11.1997	Certified copy of the Sale Deed by P.R. Sairam, P.R. Kasiram, P.R. Krishnamurthy, P.R. Pushpalatha in favour of M. Rajendran (Defendant) & M. Mani (1st Plaintiff) in Doc. No.2861 / 1997.
Ex.P.2	17.02.2000	Certified copy of Sale Deed by R. Madhava Nayakar represented by his Power Agent I. Shanmuga Durai, in favour of M. Rajendran, M.Mani, J. Prabhu and J. Pradeep in Doc. No.1325/2000.
Ex.P.3	17.02.2000	Certified copy of the Sale Deed by R. Madhava Nayakar represented by his Power Agent I. Shanmuga Durai, in favour of M. Rajendran, M. Mani, J. Prabhu & J. Pradeep in Doc. No.1326/2000.
Ex.P.4	1995-1996	Original IT return acknowledgement for the assessment year 1995-96 of 1st Plaintiff.
Ex.P.5	1996-1997	Original IT return acknowledgement for the assessment year 1996-97 of 1st Plaintiff.
Ex.P.6	1997-1998	Original IT return acknowledgement for the assessment year 1997-1998 of 1st Plaintiff.
Ex.P.7	2016-2017	Original IT return for the assessment year



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		2016-17 of 1st Plaintiff.
Ex.P.8.	2017-2018	Original IT return for the assessment year 2017-2018 of 1st Plaintiff.
Ex.P.9.	2018-2019	Original IT return for the assessment year 2018-19 of 1st Plaintiff.
Ex.P.10	24.11.2012	Original Letter of sanction of loan and discharge receipt dated 13.08.2019 of M/s. Fullerton India Credit Co. Ltd., addressed to 1st Plaintiff.
Ex.P.11	20.04.2016	Original Sanction of loan and discharge receipt of DCB Bank addressed to 1st Plaintiff.
Ex.P.12	22.02.2016	Office copy of the Letter of 1st Plaintiff to M/s. Balmer Lawrie & Co. Ltd., to help the defendant.
Ex.P.13	16.10.2018	Certified copy of the Settlement Deed by defendant in favour of the 1st Plaintiff in Doc. No.7338 / 2018 with regard to the property at Velliyal Village.
Ex.P.14	04.09.2019	Certified copy of the Sale Deed executed by 1st Plaintiff in favour of one Mr. P. Saravanan in Doc. No.6924/2019.
Ex.P.15	29.03.2019	Original Advocate Notice issued by the defendant.
Ex.P.16	07.04.2019	Office copy of the Advocate Notice issued by the Plaintiffs.

List Defendant Side Witnesses:



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DW1 : Mr. M. Rajendran

List Defendant Side Documents:

Exhibit No.	Date	Description of Documents
Ex.D.1	-	Letter dated 25.10.2018
Ex.D.2	-	Letter dated 30.10.2018
Ex.D.3	-	Original Membership card of the defendant issued b Trailer Owner's Association.
Ex.D.4 series [35 nos]	-	Original Electricity consumption charges in respect of 'A' Schedule property.
Ex.D.5 series [2 nos]	-	Property tax receipts in respect of 'A' Schedule property.
Ex.D.6 series [49 nos]	-	Original Electricity consumption charges bill in respect of 'B' schedule properties.
Ex.D.7	29.08.2022	Printout of the FIR No.179/2022.
Ex.D.8.	01.01.2008 to 31.03.2013	Printout of the Axis bank statements reflecting monthly installment due to vehicles for the period 01.01.2008 to 31.03.2013.
Ex.D.9.	14.05.2013 to 31.12.2017	Printout of the Standard Chartered Bank statements reflecting monthly installment due to vehicles for the period 14.05.2013 to 31.12.2017.



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Ex.D.10	01.04.2017 to 19.09.2018	Printout of the Indian Overseas Bank statements reflecting monthly installment due to vehicles for the period 01.04.2017 to 19.09.2018.
Ex.D.11	09.03.2023.	Printout of the property tax receipts in the name of the defendant of 'B' schedule properties.

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To
The Sub-Assistant Registrar (Original side),
High Court, Madras.

P.DHANABAL.,J

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