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C.S.No.156 of 2022

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated : 28.10.2025

CORAM:

THE HONOURABLE MR. JUSTICE P.DHANABAL

C.S.No.156 of 2022

Manimekhalai

.. Plaintiff

/versus/

Manonmani

.. Defendant

This Civil Suit is filed under Order IV Rule 1 of the Madras High Court Original Side Rules r/w Order VII Rule 1 of CPC, prayed to pass a Judgment and Decree directing the defendant,

i).To divide the suit properties and to allot 1/2 share in the A and 'C' schedule properties and 3/4th share in the 'D' schedule property.

ii).To pay a sum of Rs.4,98,603.41/- to the plaintiff being the balance amount liable to be paid by the defendant from the bank account of the deceased sister M.Kalamani.

iii).To appoint an Advocate Commissioner to divide the suit properties and to allot to the plaintiffs the share as demanded in prayer 1 and 2.



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For Plaintiff : Mr.S.Krishnasamy

For Defendant : Mr.V.K.Rajagopalan

JUDGMENT

This Suit has been filed by the plaintiff for the relief of partition and to divide the suit properties and to allot 1/2 share in the A and 'C' schedule properties and 3/4th share in the 'D' schedule property and to direct the defendant to pay a sum of Rs.4,98,603.41/- being the balance amount in the Bank account of the deceased sister M.Kalamani and for costs.

2.The brief averments of the plaint are as follows:

3.The plaintiff and the defendant are sisters and there was also an elder sister to them, namely, Kalamani, who died intestate as spinster and their father S.Manian owned the 'A' schedule property. The father and mother of the plaintiff had respectively died intestate on 28.12.2011 and 24.08.2013. The 'A' schedule property was purchased by the father of the plaintiff and the defendant through Sale Deed dated 15.07.1976. The 'B' schedule property is a cash deposit of Rs.15,97,206.82/- in the State Bank of India, Perambur Branch, bearing A/c No.10313602724 and also



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she had a plot in Old No.18, New No.6, Ramakrishna Mudali 1st Street, Perambur, Chennai – 600 011 i.e., 'C' schedule property. The plaintiff and the deceased sister Kalamani jointly purchased the 'D' schedule property. Therefore, the plaintiff and the defendant are each entitled to 1/2 share in 'A' and 'C' schedule properties. So far as 'D' schedule is concerned, since the same was jointly purchased by the plaintiff and the deceased Kalamani, each entitled to half share. So far as 'B' schedule property is concerned, already the plaintiff and the defendant have jointly filed Original Petition for Letters of Administration in O.P.No.284 of 2018 and the same was allowed on 09.11.2018 and the defendant promised the plaintiff to pay the equal share in the amount lying in the Bank Account of the deceased Kalamani and the defendant had withdrawn the entire amount lying in the Bank Account and only paid a sum of Rs.3,00,000/- to the plaintiff and she promised to pay the balance amount of Rs.4,98,603.41/- shortly. Despite the demands made by the plaintiff, the defendant has failed to pay the said amount and neglected to divide the said properties as claimed by the plaintiff. Therefore, the plaintiff filed the suit.



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4.The brief averments of the written statement are as follows:

5.The defendant denied all the averments contended in paragraph Nos.3 to 12 of the plaint, except those that are specifically admitted by the defendant. The relationship between the parties, is admitted. In fact, the father of the plaintiff and the defendant had put up construction in the ground floor of 'A' schedule property. After marriage, the defendant, along with her husband, spent their money and had put up construction in the first floor of 'A' schedule property. The defendant, along with her husband, wants to set up a separate residence outside. But her parents advised not to reside outside and as per their advice, she and her husband had put up the first floor in the 'A' schedule property in the year 1994 from and out of their own money. To purchase the 'C' schedule property, the defendant contributed money to her deceased sister namely, Kalamani. However, the plot was purchased only in the name of her sister, Kalamani and she died in the year 2017. Since she is unmarried, she left behind 100 sovereigns of gold jewels and 60 numbers of silk sarees and she put all the items in the bureau kept in the ground floor of the 'A' schedule property, which is now under the exclusive possession



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and enjoyment of the plaintiff. The plaintiff and the defendant jointly filed a petition in O.P.No.284 of 2018 seeking Letters of Administration for withdrawing the Bank Account balance left behind by the deceased Kalamani and the same was allowed. However, the 100 sovereigns of gold ornaments and 60 numbers of silk sarees, worth about Rs.50/- lakhs are under the custody of the plaintiff and she failed to mention about the said properties in the plaint.

5.1.After the grant of the Letters of Administration by this Court, the amount lying in the Bank Account of Kalamani was divided into two parts and 50% was allotted to the plaintiff and another 50% was allotted to the defendant. After receipt of the entire 50%, the defendant paid 50% share to the plaintiff.

5.2.So far as 'A' schedule property is concerned, both of them have equal share and the construction cost of the 1st floor was spent by the defendant and her husband alone. Therefore, the plaintiff and the defendant are residing in the 'A' schedule property and hence, the question of division does not arise.



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5.3. So far as 'B' schedule is concerned, already the defendant paid half share to the plaintiff. So far as 'C' schedule property is concerned, the defendant also contributed money for purchase of the plot along with her elder sister, Kalaimani. Therefore, the defendant is also having equal share in the 'C' schedule property along with her elder sister, Kalamani.

5.4. So far as 'D' schedule property is concerned, the same was looked after by the defendant and her son till now and also spent money from their pocket for appointment of a watchman towards keeping the property under their control from encroachment and illegal possession. Therefore, the defendant is also having half share in the property. The defendant purposefully omitted to mention about the 100 sovereigns of gold ornaments and 60 numbers of silk sarees, worth about Rs.50/- lakhs and without including the said items in the schedule to the plaint, the suit cannot be disposed of effectively. Therefore, the suit is liable to be dismissed.



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6. On the basis of the aforementioned pleadings, hearing both sides and perusing the records, the following issues were framed:

“i). Whether the plaintiff is entitled to 1/2 share in suit 'A' & 'C' schedule properties and 3/4th share in suit 'D' schedule property?

ii). Whether the elder sisters of the parties namely Kalamani had left 100 sovereigns of gold jewels and 60 numbers of silk sarees in bureau at the time of her death?

iii). Whether the defendant is liable to pay a sum of Rs.4,98,603.41/- to the plaintiff?

iv). Whether the defendant and her husband had put up the first floor construction in suit 'A' schedule property as claimed by them?

v). Whether the defendant has already been given with 1/2 share in suit 'B' schedule property?

vi). Whether the defendant had spent money in managing suit 'D' schedule property by appointing a Watchman?

vii). Whether the plaintiff is entitled to a preliminary decree for partition as prayed? and

viii). To what relief, if any?”



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7.The learned counsel appearing for the plaintiff submitted that the plaintiff has filed the suit for partition as against the defendant, who is none other than her sister. The plaintiff and the defendant are daughters of one S.Manian and Munirathinam. The said S.Manian and Munirathinam had three daughters namely, the plaintiff, defendant and Kalamani. The father S.Manian has purchased the 'A' schedule property by a registered Sale Deed dated 15.07.1976. He further submitted that the father and mother of the plaintiff had died intestate on 28.12.2011 and 24.08.2013 respectively. The elder sister M.Kalamani also died as a spinster. Now, the plaintiff and the defendant are the only surviving legal heirs, who are entitled for the 1/2 share each in the properties of their parents and deceased elder sister. Therefore, the 'A' schedule property has to be divided into and the plaintiff and defendant are entitled to 1/2 share in the 'A' schedule property. He further submitted that 'B' schedule property is the amount lying in the bank account of elder sister. The elder sister was a Government servant and a cash deposit of Rs.15,97,206.82/- has been deposited in the State Bank of India, Perambur Branch, bearing A/c No.10313602724 and already, the plaintiff and the defendant jointly filed petition for grant of the Letters of Administration in O.P.No.284 of



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2018 and the same was allowed and thereafter, the defendant only paid a sum of Rs.3,00,000/- and she assured to pay the balance amount shortly, but the same has not been paid. Therefore, the remaining amount of Rs.4,98,603.41/- is payable by the defendant to the plaintiff.

7.1.He also submitted that the deceased elder sister also purchased the 'C' schedule property, she was unmarried and died intestate leaving behind the plaintiff and the defendant as her legal heirs. The 'D' schedule property was jointly purchased by the plaintiff as well as her deceased sister Kalaimani. The sister Kalaimani died intestate and the plaintiff and the defendant are equally entitled to the 'C' schedule property. Since the 'D' schedule property was purchased jointly by the plaintiff and the deceased Kalaimani, the plaintiff is entitled to 3/4th share and the defendant is entitled to 1/4th share in the same. Therefore, the plaintiff filed the present suit for partition.

7.2.In order to prove the case of the plaintiff, she examined herself as PW-1 and marked Exs.P1 to P10. On the side of the defendant, she examined herself as DW-1 and also examined DW-2 and no documents have been marked. PW-1 has categorically deposed about the



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purchase of the property by the father of the plaintiff and the sister of the plaintiff and the defendant also admitted the purchase of the 'A' schedule property by her father and 'C' schedule property by her sister Kalaimani and the 'D' schedule properties jointly by the plaintiff and her sister. While so, the defence of the defendant is that, after purchase of property in 'A' schedule their father constructed the ground floor, and the first floor was constructed by the defendant and her husband. Now, the plaintiff is residing in the ground floor and the defendant is residing in the first floor. Therefore, division will not arise. As far as 'B' schedule property is concerned, the amount was not fully paid, and only a sum of Rs.3,00,000/- was paid. The purchase of 'C' schedule property by the sister Kalaimani is also admitted, but according to the defendant, she also contributed amount for that, no evidence was adduced by her to prove the same. As far as 'D' schedule property is concerned, the defendant herself admitted the purchase of the property in the name of the plaintiff and their deceased sister Kalaimani, but according to the defendant, she is managing the property and she prevented the property from being encroached by the third parties. Therefore, she is also having share of the property in the same.

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7.3. In order to prove the case of the defendant she had not filed any document and only she examined herself as DW-1 and also examined DW-2. When once the defendant admitted the purchase of the property in the name of their sister Kalaimani, the defendant has to prove the contribution and construction made by her. Absolutely, there is no evidence that the defendant constructed the building in first floor of the 'A' schedule property and contributed money for purchase of 'C' schedule property. The defendant also pleaded that the jewels of 100 sovereigns and 60 numbers of silk sarees, have not been included in the schedule to the plaint and therefore, the suit is liable to be dismissed even on that ground. In fact, no any gold jewels and the silk sarees have been left out by their deceased sister Kalaimani. In order to prove the same, there is no evidence adduced by the defendant. Hence, the contention of the defendant is liable to be rejected. Therefore, the plaintiff has proved her case and the suit is liable to be decreed as prayed for.

8. The learned counsel appearing for the defendant submit that the relationship between the parties is admitted. In fact, the 'A' schedule



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property was purchased by the father of the plaintiff and the defendant.

After the purchase, the ground floor was constructed by their father and after marriage of the defendant, her parents wanted the defendant to be with them and thereby, it was suggested to construct the first floor and thereby, the defendant and her husband constructed the first floor and they are residing there. The deceased sister, Kalaimani, who is a spinster, was residing in the ground floor along with the plaintiff and their parents and she had money in her bank account to the tune of Rs.15,97,206.82/- and she also left 100 sovereigns of gold jewels and 60 numbers of silk sarees and the same were taken out by the plaintiff and the same were not included in the plaint. Moreover, the amount lying in the bank was divided by both the plaintiff and the defendant, as per the order passed by this Court in O.P.No.284 of 2018. As far as 'C' schedule property is concerned, the defendant also made contribution for purchase of the same, along with her sister Kalamani. Therefore, she has also equal share in the property. As far as the 'D' schedule property is concerned, though the same was purchased by the plaintiff and Kalaimani, the defendant only, along with her son is taking care of the property and they alone are managing and maintaining the property by spending time and money.

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Therefore, the defendant is also entitled for share in the 'D' schedule property.

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8.1.In order to prove the case of the defendant, she examined herself as DW-1 and also examined DW-2 and they had categorically deposed about their case. DW-1 is the defendant and she deposed about the purchase of the property by her father, sister and the contribution made by her and the construction of the first floor in the 'A' schedule property. DW-2 is none other than the son of the defendant and he also deposed about their case. Therefore, the defendant is entitled to first floor of 'A' schedule property exclusively and entitled 1/2 share in 'C' and 'D' schedule properties. However, without including the movable properties, namely, 100 sovereigns of gold jewels and 60 numbers of silk sarees of the deceased Kalamani, the suit is not maintainable and the suit is liable to be dismissed.

Issue Nos. (i), (iv) and (vi):

9.This suit has been filed by the plaintiff for the relief of partition of the properties. According to the plaintiff, the 'A' schedule



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property was purchased by the father of the plaintiff and the defendant and the 'C' schedule was purchased by the sister of the plaintiff and defendant namely, Kalaimani and 'D' schedule property was jointly purchased by the plaintiff and her sister Kalamani and the 'B' schedule details are the monies lying in the bank account of the sister Kalamani and with respect to the same, an original petition in O.P.No.284 of 2018 had been filed before this Court and the same was allowed on 09.11.2018 and as per the order, the defendant has promised to pay 50% of the deposited amount to the plaintiff, but she only paid a sum of Rs.3,00,000/-. Therefore, the remaining amount has to be paid by the defendant.

10.Since the plaintiff and the defendant are the legal heirs of their parents and the deceased sister, they are each entitled to 1/2 share in the 'A' and 'C' schedule properties. As far as 'D' schedule property is concerned, it was jointly purchased by the plaintiff and her sister Kalaimani, and therefore, the plaintiff is entitled to 3/4th share and the defendant is entitled to 1/4th share in the same.



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11.The defendant admitted the relationship between the parties and the purchase of 'A' schedule property was by their father. According to the defendant, after purchase of the 'A' schedule property, her father raised the construction in the ground floor and after her marriage, she, along with her husband, constructed the 1st floor as per the instructions of her father and therefore, the plaintiff is not entitled to half share in the said property. As far as 'B' schedule property is concerned, it is admitted that as per order of this Court, the 50% of each share was allotted to the plaintiff and the defendant. As far as 'C' schedule property is concerned, the same was purchased by the sister Kalaimani and the defendant also contributed money for purchase of the property and as far as 'D' schedule property is concerned, though the property was purchased by the plaintiff and the sister Kalaimani, the property was taken care of only by the defendant and her son, and therefore, the plaintiff is not entitled to partition as alleged in the plaint.

12.In order to prove the case, the plaintiff was examined as PW-1 and Exs.P1 to P10 were marked. In order to prove the case of the defendant, she examined herself as DW-1 and also examined DW-2, who is the son of DW-1. It is the admitted fact that the 'A' schedule property



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was purchased by the father of the plaintiff and the defendant. Ex.P4 is the certified copy of the sale deed in the name of the father of the plaintiff which is in respect of the 'A' schedule property. The defendant had also not denied the purchase of the property by her father. The only contention of the defendant is that the ground floor was constructed by her father and the first floor was constructed by the defendant, along with her husband. Therefore, it is the duty of the defendant to prove that the construction of the first floor was made by her. In order to prove the same, the defendant had not examined any other witnesses and had not produced any document and she only examined herself as witness and she also had examined her son as one of the witness. When the purchase of 'A' schedule property in the name of father, and also he constructed the ground floor, how the defendant put up construction in the first floor has to be proved by the defendant. The defendant did not examine any witnesses as to who constructed the building and who contributed money and whether any permission obtained from the Authority concerned for putting up the first floor. Without any evidence to prove the construction of first floor by the defendant, it is unsafe to accept the contentions of the defendant.

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13. Further during the cross examination, DW-1 admitted that she has not filed any document before the Court regarding the permission granted for construction of the first floor in the 'A' schedule property. Even according to the defendant, her husband took care of all the works and she has not filed any document like property tax, in her name for the first floor. The defendant failed to examine the person who was engaged for construction work. Therefore, there is no evidence to substantiate the claim of the defendant that she only constructed the first floor of the 'A' schedule property. The defendant DW-1 in her cross examination admitted that she was the Railway employee and her husband worked in AGS office, while so, they ought to have obtained permission to put up construction in the 'A' schedule property and to spend money from them, but not filed any documents to prove the permission obtained from the department. Moreover, she admitted that the plaintiff her sister is entitled to 1/2 share in the 'A' schedule property. Even assuming that the first floor was constructed by the defendant, she cannot claim exclusive right over the same, since the property was purchased by her father. It is an admitted fact that she is residing in the first floor and the plaintiff and

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their parents were residing in ground floor and therefore, she cannot claim any exclusive right over the first floor of 'A' schedule and thereby, the defendant failed to prove that she made the first floor construction in the 'A' schedule property. Therefore, in the absence of any concrete evidence in respect of construction of first floor in the 'A' schedule property by the defendant, this Court has to presume that the construction was made by the father of the plaintiff. Since the father of the plaintiff and the defendant died intestate both the plaintiff and the defendant each are entitled to share over the 'A' schedule property.

14.As far as 'B' schedule property is concerned, it is an admitted fact that, for the said property, already the plaintiff and the defendant had filed original petition before this Court for grant of Letters of Administration in O.P.No.284 of 2018 and the same was allowed on 09.11.2018. According to the plaintiff, the defendant only paid a sum of Rs.3,00,000/- and the remaining amount has not been paid. While so, it the duty of the plaintiff to prove that the entire amount has not been paid. Even according to the plaintiff, the defendant promised to pay later, but the plaintiff had not taken any steps to get the amount and the original

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petition was filed in the year 2018 and Letters of Administration was granted on 09.11.2018 and thereafter, the plaintiff has not taken any steps to get the remaining amount and filed this Suit only in the year 2018. Once the Letters of Administration is granted by the Court and the money was disbursed, it is the presumption that both the parties shared the money as per the order of the Court. While so, the plaintiff has to prove that the defendant had only paid Rs.3,00,000/- and the remaining amount was not paid, but no sufficient evidence adduced by the plaintiff to prove the same. Moreover, even according to the plaintiff, the defendant agreed to pay the remaining money later, but the plaintiff has failed to take legal steps from 2018 till the date of filing the plaint. Therefore, the conduct of the plaintiff creates doubt over the claim of the plaintiff. Therefore, the plaintiff has failed to prove that the defendant has paid only Rs.3,00,000/- and remaining amount has to be paid by the defendant and thereby, the plaintiff is not entitled to get any relief in respect of the 'B' schedule property.

15.As far as 'C' schedule is concerned, it is admitted by both the parties that the property was purchased in the name of the deceased



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sister namely, Kalaimani. The plaintiff had also produced the copy of the sale deed purchased in the name of Kalaimani and the same has been marked as Ex.P6. On a perusal of the certified copy of the sale deed 31.08.2006, it is clear that the property has been purchased in the name of the said Kalaimani, but according to the defendant, she also contributed for the same, but there are no recitals in the sale deed and the mere averment in the written statement that the defendant also contributed amount for the purchase of the land, is not sufficient to prove the same and she had not even examined the vendor of the sale deed to prove that she also contributed money for the purchase of the property. It is well settled law that when the sale deed is made in the name of a particular person, it has to be presumed that the same was purchased by that particular person unless the contrary is proved.

16.In this case, as per sale deed Ex.P6, the property was purchased by Kalaimani but according to the defendant, she also contributed the amount, but the sale deed reveals that the amount was paid by her sister Kalaimani and therefore without any evidence, it is not appropriate to accept the contention of the defendant and she failed to

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prove that the sale price of the 'C' schedule was contributed by her along with her sister Kalaimani. Therefore, in the absence of any concrete evidence to prove the payment made by the defendant, it has to be presumed that the property was purchased through sale deed by the Kalamani. Moreover, the DW-1 admitted in her cross examination that the 'C' schedule property was purchased by her sister Kalaimani but she paid money for her need. Therefore, mere payment of money for the need of Kalaimani by the defendant is not sufficient to claim share in the property of the deceased. If any money contributed to purchase the property, then the defendant can claim share over the property to the extent of money contributed by her, but mere payment of money for the need of her sister will not amount to contribution for payment of money to purchase the 'C' schedule property. It is an admitted fact that the said Kalaimani died intestate as spinster and therefore, the plaintiff and the defendant are the only legal heirs to succeed her estate. Therefore, the plaintiff is entitled to half share over the 'C' schedule property.

17.As far as 'D' schedule is concerned, it is the admitted fact that the sale deed is in the name of the plaintiff and her sister Kalaimani.

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According to the plaintiff, she along with her sister Kalaimani, purchased the property on 26.02.1992 through Ex.P7 and they also produced the certified copy of the sale deed in the name of Kalaimani and the plaintiff. The defendant also admitted the purchase of the property jointly by the plaintiff and her sister Kalaimani. However, according to the defendant, she has been managing the property and she only appointed a watchman who guards the property. Therefore, she has spent money and thereby, she is entitled to share over the property. When once the defendant admitted the joint purchase of the property by the plaintiff and Kalaimani, it is up to the defendant to prove even the above said appointment of watchman and maintenance of the 'D' schedule property.

18.In order to prove the same, the defendant failed to examine any witnesses and when the plaintiff stated that she appointed a watchman, she failed to examine the so called watchman as one of the witness to prove the same. The defendant has not even stated the exact monies spent by her to manage the 'D' schedule property. Though the DW-2 deposed about the management of property, that is not sufficient to claim share over the property. Even assuming that the defendant is

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maintaining the property, she cannot claim any right over the property and she can claim the money spent by her, but no any counter claim made by the defendant. In the absence of any evidence to prove that the property was maintained by the defendant, she cannot claim any right over the property even for claiming money allegedly spent by her without any counter claim. Therefore, the defendant miserably failed to prove her contention and the plaintiff being the purchaser of the property, is entitled to half share and the remaining share of Kalaimani has to be divided into two parts. Therefore, the plaintiff is entitled to $\frac{3}{4}$ th share and the defendant is entitled to $\frac{1}{4}$ th share in the 'D' schedule property. Issue Nos.(i), (iv) and (vi) are answered in the above terms.

Issue No.(ii):

19.According to the defendant, the deceased Kalaimani was residing in the ground floor along with the plaintiff and had left 100 sovereigns of gold jewels and 60 numbers of silk sarees in the Almirah. Taking advantage that the said Kalaimani was residing in the ground floor, the plaintiff had taken entire jewels and silk sarees. The said contention was denied by the plaintiff and in order to prove the said fact



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that the deceased had 100 sovereigns of gold jewels and 60 numbers of silk sarees, no documents have been produced by the defendant to substantiate the same. Moreover, already both the parties have jointly filed a petition for grant of Letters of Administration in respect of movable properties where the parties mentioned only about the money lying in the bank account of the deceased Kalaimani and not mentioned about the alleged 100 sovereigns of gold jewels and 60 numbers of silk sarees. If any movable properties were available as alleged by the defendant, she ought to have mentioned it in the earlier application filed for the grant of Letters of Administration and she had not mentioned anything about the same in that petition and only mentioned the Bank account. Therefore now, without any evidence, they cannot claim that 100 sovereigns of gold jewels and 60 numbers of silk sarees are available for partition. Therefore, without any documents, it is not appropriate to hold that the sister of the plaintiff and the defendant namely, Kalaimani had left 100 sovereigns of gold jewels and 60 numbers of silk sarees. Therefore, the defendant failed to prove her contention. Thus, Issue No.(ii) is answered, accordingly.



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Issue Nos.(iii) and (v):

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20.It is an admitted fact that the deceased Kalaimani had money in her bank account to the tune of Rs.15,97,206.82/- and it is also admitted by both the parties that they filed petition for grant of Letters of Administration in O.P.No.284 of 2018 and the same was allowed on 09.11.2018. According to the plaintiff, even after the order passed by this Court, the defendant had only paid a sum of Rs.3,00,000/- and the remaining amount of Rs.4,98,603/- has to be paid by the defendant. The defendant denied the same and according to the defendant, already the plaintiff received the entire amount. While so, it is for the plaintiff to prove that the defendant has not paid the entire amount. In order to prove the same, no evidence is adduced by the plaintiff and even according to the plaintiff, the petition was allowed on 09.11.2018 and thereafter, she received a sum Rs.3,00,000/- from the defendant. While so, the plaintiff has not taken any steps for payment of the remaining amount. Even assuming that the contention of the plaintiff is true, she had not taken any steps to recover the remaining amount from the defendant within the period of limitation. The above said conduct of the plaintiff shows that, already the amount was paid by the defendant. Therefore, the defendant



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is not liable to pay the remaining amount of Rs.4,98,603/- as alleged by the plaintiff and the plaintiff is not entitled to get any amount. The said aspect also decided in the previous paragraphs while answering Issue No.(i).

21.In the absence of evidence, it is the presumption that after allowing the application in O.P.No.284 of 2018, the amount had been divided between the parties. Therefore, the contention of the defendant that already she paid 1/2 share to the plaintiff, which is acceptable. Thus, issue Nos.(iii) and (v) are answered in the above terms.

Issue No.7:

22.The plaintiff filed the suit for the relief of partition to pass a preliminary decree and this Court already in Issue No.1 decided that the plaintiff is entitled to 1/2 share in both 'A' and 'C' schedule properties and 3/4th share in the 'D' schedule property and the defendant failed to prove the existence of 100 sovereigns of gold jewels and 60 numbers of silk sarees and already, this Court has decided that the plaintiff failed to prove that she has not received the entire money and received only



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Rs.3,00,000/- in respect of 'B' schedule property and therefore the plaintiff is entitled to preliminary decree for partition of 1/2 share in A and 'C' schedule properties and 3/4 share in the 'D' schedule property. Thus, the Issue No.7 is answered accordingly.

Issue No.8:

23.This Court, in Issue Nos.1 to 7 decided that the plaintiff is entitled to 1/2 share in the 'A' and 'C' schedule properties and 3/4 share in the 'D' schedule property and the plaintiff is not entitled to any share over the 'B' schedule property and the plaintiff is entitled to preliminary decree to that effect. Therefore, the plaintiff is not entitled to any other relief.

24.In the result:

(i).The suit is partly decreed.

(ii).The plaintiff is entitled to 1/2 share in A and 'C' schedule properties and 3/4th share in the 'D' schedule property. To that effect, the preliminary decree is passed.

(iii).As far as the relief in respect of 'B' schedule property is concerned, the suit is dismissed.

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(iv).The plaintiff is entitled to final decree as per law.

(v).Considering the nature of suit and the relationship between the parties, there shall be no order as to costs.

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Internet : Yes / No

Index : Yes / No

Speaking Order : Yes / No

Neutral citation: Yes / No



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List of witnesses on the side of plaintiff:

P.W.1 – Manimekhalai

List of witnesses on the side of defendant:

D.W.1 – Manonmani

D.W.2 – Vivek Anand

List of Exhibits mared on the side of plaintiff:

Ex.P1	13.01.2012	Death Certificate of S.Manian.
Ex.P2	28.08.2013	Death Certificate of Munirathinam
Ex.P3	29.10.2013	Legal heirship certificate of Munirathinam.
Ex.P4	15.07.1976	Sale Deed in the name of late S.Manian.
Ex.P5	08.09.2017	Death Certificate of Late. Kalamani.
Ex.P6	31.08.2006	Copy of Sale Deed in the name of Late. M.Kalamani
Ex.P7	26.02.1992	Copy of Sale Deed in the joint names of Late M.Kalamani and M.Manimekhalai.
Ex.P8	09.03.2022	Copy of notice sent by plaintiff to defendant.
Ex.P9	11.03.2022	Returned Cover (refused).
Ex.P10	29.06.2006	Construction Agreement between the developer and late. Kalamani.

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