

C.S.No.45 of 2021

IN THE HIGH COURT OF JUDICATURE AT MADRAS

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DATED: 25.09.2025

CORAM

THE HONOURABLE MR.JUSTICE P.DHANABAL

C.S.No.45 of 2021

1.R.Chandra
2.R.Purnima
3.R.Hemapriya

Plaintiffs

Vs.

1.P.Bhuvaneswai (Deceased)
2.P.Logasundari
3.S.P.Mahalakshmi
4.P.Shanmugam
5.Thiruvengadam
6.Sangeetha
7.Yasodha
8.Thangaraj
9.Kribakar

Defendants

(*Defendants 4 to 9 are brought on record as legal heirs of the first defendant as per order dated 23.12.2022 in A.No.4117 of 2022*

Third defendant was impleaded as per the order dated 08.11.2021 in A.No.3888 of 2021)

Prayer: Civil Suit filed under Order IV Rule 1 of the Madras High Court Original Side Rules, 1956 read with Order VII Rule 1 of Civil Procedure Code, to grant a preliminary decree of partition of 3/6 share to the plaintiffs and thereafter pass a final decree by appointing advocate commissioner to divide the suit schedule property into six equal share and allot 3/6 to the plaintiffs by demarcating the same by metes and



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bounds and put them separate possession thereof and direct the defendants to pay the cost of the suit.

For Plaintiffs :Mr.David Thiyagaraj

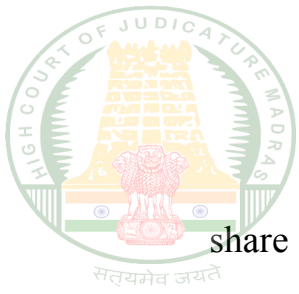
For Defendants : D1-Notice served-no appearance
D2-Set exparte
Mr.S.Rajendra Kumar for D3

ORDER

This Suit has been filed by the plaintiffs for the relief of partition and separate possession and for costs.

2. The gist of the plaint averments is as follows:-

The suit schedule property was purchased by late T.Ponnuswamy from the Tamil Nadu Housing Board for a sale consideration of Rs.17,455/- along with building in the ground floor through sale deed dated 25.03.1977 and thereafter, he constructed first floor in the said property in the year 1982 through his own earnings and the said Ponnuswamy had executed a Settlement Deed dated 08.11.2004 in favour of late P.Raman, who is the son of Ponnuswamy and the husband of the first plaintiff and the father of the second and third plaintiffs. The first and second defendants are the children of late T.Ponnuswamy and sisters of Late P.Raman. As per the Settlement Deed dated 08.11.2004, 3/6th



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share of the land was allotted to late P.Raman who is the husband of the first plaintiff and the father of the second and third plaintiffs. The first defendant was allotted 2/6th share in the land along with a building in the first floor in the southern portion. The second defendant was allotted 1/6th share in the land along with the building in the first floor in the northern portion. The said Ponnuswamy had died on 18.11.2006 and his wife, Rajammal, predeceased him on 25.06.1995. The said Ponnuswamy and Rajammal had seven children, namely, P.Deviyanai, Shanmugam, Raman, Mahalakshmi, P.Logasundari, P.Shantha and P.Bhuvaneswari. While so, one of the daughters, namely, Mahalakshmi, who is the third defendant, has filed a suit in O.S.No.1746 of 2007 before the VII Additional City Civil Court, Chennai, for partition of her 1/7 share of the suit property and thereafter, the suit was transferred to this Court and re-numbered as C.S.No.21 of 2010. In the meantime, Deviyanai, Shanmugam and Shantha who are the legal heirs of T.Poonusamy have also filed a suit in C.S.No.190 of 2009 against P.Raman and the other defendants herein for declaration that the Settlement Deed dated 08.11.2004 executed by Ponnuswamy is null and void. Both the suits were dismissed for default on 28.03.2019 and thereafter, no steps have



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been taken to restore those suits. Subsequently, Raman died and the plaintiffs are the legal heirs of the late P.Raman and as such, they are jointly entitled to 3/6 share in the suit property and the first defendant is entitled to 2/6 share in the suit schedule property and the second defendant is entitled for 1/6 share in the suit schedule property as per the settlement deed and the plaintiffs. The plaintiffs and the defendant Nos.1 and 2 are in joint possession and enjoyment of the properties. When the plaintiffs demanded for partition, the defendant Nos.1 and 2 are not amenable for amicable partition and therefore, this suit has been filed.

3. The brief averments of the written statement filed by the third defendant are as follows:-

The suit schedule property has been allotted to the father of the third defendant, namely, T.Ponnuswamy by the Tamil Nadu Housing Board in the year 1960 and he had obtained the Sale Deed bearing Document No.236 of 1977 dated 25.03.1997. At the time of allotment, the suit schedule property consisted of only one portion in the ground floor and later, the same was further developed by the funds offered by the third defendant. Apart from the contributions made by the third defendant, the amount derived from some of the ancestral properties



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situated at Udumalpet and the death benefits of the deceased brother of the third defendant, namely, P.Lakshmanan, had also been used for the payment of hire purchase scheme and for sale deed and development of the suit property. The third defendant's father has no sufficient income to maintain his children and the sale consideration of the suit property was paid by her father after selling her mother's jewels. From the date of construction till date, the first floor is under occupation of the third defendant and her family members. The document executed by the father of the third defendant dated 08.11.2004 is not a settlement deed and the same is in the nature of the Will. The deceased Ponnuwamy retained his life interest over the suit schedule mentioned property and the recitals of the said deed clearly show the intention of the document and the same is not a settlement deed. Even as per the conditions of the said document, the father of the plaintiffs has to maintain the first defendant, who is a divorcee and mentally ill person till his life time, however, the said condition has not been complied with. After the demise of the first defendant's father, till date, she was under the care and custody of the third defendant and the plaintiffs have not complied with the conditions mentioned in the Will.



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WEB COPY 3.1.The third defendant has spent more money for the medicines of the first defendant. As per the alleged Settlement deed, possession was not handed over and the life interest of the testator was reserved and a condition was imposed to maintain the mentally ill-health person, who is the first defendant, without creating encumbrance over the suit schedule property and therefore, the said document has to be treated as Will. The Will has not been probated so far and the same is barred by limitation. It is true that the third defendant has filed a suit for partition in O.S.No.1746 of 2007 before the VII Additional City Civil Court, Chennai and the same was transferred to this Court and re-numbered as C.S.No.21 of 2010. Thereafter, the suit was dismissed for default since the legal heirs of the deceased defendants could not be brought on record. Further, the third defendant filed Guardian Original Petition before the learned Principal Judge, City Civil Court, Chennai, in M.H.O.P.No.360 of 2007 and the same was also dismissed for default on 10.09.2009 and therefore, the third respondent being co-sharer is entitled to 1/7th share in the undivided suit schedule property.



WEB COPY 4. The other defendants have not filed any written statement and based on the above pleadings, documents and hearing both sides, this Court framed the following issues:-

"(i) whether the suit property is the self-acquired property of Mr.T.Ponnuswamy or ancestral property?

(ii) whether Document No.1240 of 2004 is a Will or Settlement Deed and if it is the former, whether the Will stands duly proved as per law?

(iii) Whether the condition specified in Document No.1240 of 2004 with regard to the settlee taking care of the first defendant was complied with and if not, what are the implications?

(iv) Whether the plaintiffs are entitled to 5/9th share in the suit schedule property?

(v) Whether the third defendant is entitled to 1/6th share in the suit schedule property?

(vi) Whether the third defendant is estopped from seeking equal share in the suit schedule property on account of the dismissal of O.S.No.2182 of 2012?

(vii) Whether the parties are entitled to any other relief?"



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5. In order to prove the case, P.W.1 and P.W.2 were examined and

Ex.P1 to Ex.P14 were marked on the side of the plaintiffs. On the side of the defendants, D.W.1 was examined and Ex.D1 to Ex.D11 were marked.

6. The learned counsel appearing for the plaintiffs would submit that originally, the suit schedule property was purchased by the grandfather of the plaintiffs, T.Ponnuswamy, by a sale deed dated 25.03.1977 and the same was not denied by the other defendants. The said Ponnuswamy, during his lifetime, executed a settlement deed in favour of late P.Raman, who is the husband of the first plaintiff and the father of the plaintiff Nos.2 and 3 and the defendant Nos.1 and 2 on 08.11.2004. As per the Settlement deed, $\frac{3}{6}$ th share of the land was allotted to late P.Raman along with built up area of 1,200 sq.ft in the ground floor. The first defendant was allotted $\frac{2}{6}$ th share (1166.6 sq.ft) in the land along with a building in the first floor in the southern portion and the second defendant was allotted $\frac{1}{6}$ th share (583.3 sq.ft) in the land along with a building in the first floor in the northern portion. The said Ponnuswamy died intestate on 18.11.2006.

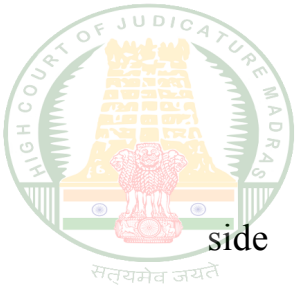


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6.1. As per the Settlement deed, the plaintiffs, who are the legal heirs of Raman, are entitled to $3/6^{\text{th}}$ share in the suit schedule property and the first defendant is entitled to $2/6^{\text{th}}$ share and the second defendant is entitled to $1/6^{\text{th}}$ share. The first defendant died during the pendency of the suit without any issues and the first defendant was divorcee and the brothers and sisters of the first defendant are equally entitled to the share of the first defendant. Therefore, the plaintiffs are entitled to $5/9^{\text{th}}$ share over the suit properties and the second defendant is entitled to $2/9^{\text{th}}$ share and the third defendant is entitled to $1/18^{\text{th}}$ share. The fourth defendant is entitled to $1/18^{\text{th}}$ share and the defendant Nos.5 to 7 are jointly entitled to $1/18^{\text{th}}$ share and the defendant Nos.8 and 9 are jointly entitled to $1/18^{\text{th}}$ share and therefore, the plaintiffs filed this suit.

6.2. Whereas, the third defendant filed the written statement admitting the relationship and the execution of the document. According to the third defendant, the document executed by T.Ponnuswamy is not a settlement deed and it is only a Will and the said Will was not probated and thereby, the third defendant is entitled to $1/7^{\text{th}}$ share. The plaintiffs'



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side witnesses categorically deposed about the execution of the settlement deed and the same was also admitted by the defendants. Only nomenclature of the deed alone was denied by the defendants. The father of Raman, namely, Ponnuswamy, executed the settlement deed and the recitals clearly show that it is a settlement deed. In the settlement deed, the said Ponnuswamy has categorically stated that he had executed the settlement deed and there are recitals in all the pages and he retained his enjoyment till his lifetime and there are recitals that he cannot alienate the property during his lifetime and the right and enjoyment of the beneficiaries have been given after his lifetime and he has also assured that he would not create any encumbrance over the property. Therefore, the said recitals show that the said document is a settlement deed. Moreover, the original document was handed over to the plaintiffs' father and thereafter, they had been in possession of the properties and after the demise of the father of the plaintiffs, they are in possession and enjoyment of the properties along with the defendant Nos.1 and 2 and the third defendant never raised any objections and therefore, the plaintiffs are entitled to partition of the suit properties.



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7. The learned counsel appearing for the third defendant would submit that the suit schedule property was purchased by the father of the third defendant and she also contributed for the purchase of the property and developments made in the property. The document executed by the father of the third defendant in favour of P.Raman and the defendant Nos.1 and 2 is not a settlement deed and it is only a Will and the said Will has not been probated so far. Therefore, the properties of Ponnuswamy have to be divided into seven parts equally to all the legal heirs of Ponnuswamy and therefore, the third defendant is entitled to 1/7th share of the suit schedule property. Ex.P5 Document dated 08.11.2004 clearly shows that only after the demise of Ponnuswamy, the document has to be given effect and therefore, it is not a settlement deed and only a Will and therefore, the plaintiffs are not entitled to 5/9th share over the suit schedule property and the plaintiffs are entitled to 1/7th share and the second defendant is entitled to 1/7th share and the third defendant is entitled to 1/7th share and the fourth defendant is entitled to 1/7th share and the defendant Nos.5 to 7 are jointly entitled to 1/7th share and the defendant Nos.8 and 9 are jointly entitled to 1/7th share. Since the



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first defendant died during the pendency of the proceedings, the share of the first defendant has to be divided among all the legal heirs of Ponnuswamy and therefore, the plaintiffs are entitled to 1/6th share and the other defendants are entitled to 1/6th share of their respective shares over the suit schedule property. Even as per the Settlement Deed dated 08.11.2004, there is a condition to maintain the first defendant who was mentally ill person and was divorcee by the father of the plaintiffs, namely, Raman, but nobody has taken care of him and the third defendant has only taken care of the first defendant and therefore, the plaintiffs are not entitled to share as claimed by them and therefore, the properties are to be divided into six equal shares and the third defendant is entitled to 1/6th share.

8. This Court heard the arguments advanced by the learned counsel appearing on either side and perused the materials available on record.

9. Issue No.(i): whether the suit property is the self-acquired property of Mr.T.Ponnuswamy or ancestral property?

* The plaintiffs have filed this suit for partition alleging that the suit property was originally purchased by their grandfather Ponnuswamy

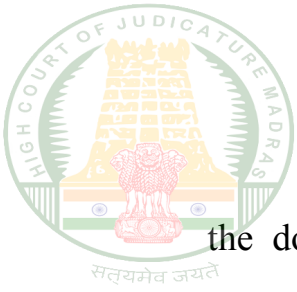


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and thereafter, the said property was settled to the father of the plaintiffs and to the defendant Nos.1 and 2. The plaintiffs and the defendant Nos.1 and 2 have not disputed the purchase of the property by Ponnuswamy and the execution of settlement deed. However, the third defendant pleaded that the property was purchased by Ponnuswamy who is the father of the third defendant but the sale price was paid through the sale proceeds of the ancestral property situated at Udumalpet and by the sale proceeds of her mother's jewels. It is an admitted fact by both the parties that the suit schedule property was purchased in the name of Ponnuswamy, who is the father of the defendant Nos.1 to 4 and P.Raman who is the husband of the first plaintiff and the father of the plaintiff Nos.1 and 2 and the defendant Nos.5 to 9 are the legal heirs of P.Deviyanai and Shantha who are the daughters of Ponnuswamy.

10. The plaintiffs have produced a copy of the sale deed executed in favour of Ponnuswamy. The Competent person to speak about the money spent for sale deed in favour of Ponnuswamy are the deceased Ponnuswamy and his wife, but the parties themselves admitted that the said Ponnuswamy had executed a deed in favour of the father of the plaintiffs and the defendant Nos.1 to 4, but only disputed the nature of



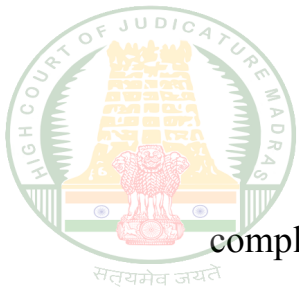
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the document. It is also an admitted fact that during the lifetime of mother of the third defendant, she had not raised any claim over the suit property. Once the sale deed is executed in favour of Ponnuswamy, it is the presumption that he only paid the sale price unless the contrary is proved. In this case, though the third defendant pleaded that the property was purchased by her father, Ponnuswamy through the sale proceeds of the other ancestral properties and by sale of jewels of her mother, no sufficient evidence was adduced to prove the said defence. In the absence of concrete evidence to prove the contribution of the third defendant for purchase of the property in the name of Ponnuswamy, the Court has to presume that the property was purchased by Ponnuswamy and the same is his self-acquired property. Accordingly, it is decided that the suit property is the self-acquired property of Ponnuswamy. Thus, the issue is answered.

11. Issue Nos.(ii), (iii) and (vi):

(ii) whether Document No.1240 of 2004 is a Will or Settlement Deed and if it is the former, whether the Will stands duly proved as per law?

(iii) Whether the condition specified in Document No.1240 of 2004 with regard to the settlee taking care of the first defendant was



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complied with and if not, what are the implications?

WEB COPY (vi) Whether the third defendant is estopped from seeking equal share in the suit schedule property on account of the dismissal of O.S.No.2182 of 2012?

12. According to the plaintiffs, the said Ponnuswamy had executed the Settlement Deed dated 08.11.2004 in favour of the plaintiffs' father Raman and the defendants 1 and 2. The third defendant denied the nomenclature and character of the document as settlement deed and according to the third defendant, it is a Will. The said document has been marked as Ex.P5. On a careful perusal of the above recitals shows that on what basis, the word “settlement” used has been explained and the life estate was retained by the Executor and the settlement has to be came into effect after the demise of the executant. Further, the recital shows that the Executor has no right to revoke the settlement deed and those conditions and recitals show that it is only a Settlement deed and not a Will. According to the third defendant, since the document has to be come into effect only after the demise of the executant, it has to be treated as Will. It is a well settled law that for interpretation of the document, the entire document and the evidence has to be taken into



account and cannot isolate a particular word in the document. A perusal of the entire documents and recitals shows that the intention of the executant of the document is to give properties to the beneficiaries by retaining his life interest and the original document was also handed over to the possession of the plaintiffs' father and therefore, the intention shows that it is only a Settlement Deed and not a Will.

13. At this juncture, the learned counsel appearing for the plaintiffs relied upon the following judgments:-

“(i)Asokan vs. Lakshmikutty and others reported in 2007(13)SCC 210

(ii) Ramachandran vs. Govindarajan in S.A.Nos.342 and 1155 of 2002 dated 31.08.2010.

(iii) Rajammal vs. Pappayee Ammal reported in 2002 (4) CTC 406

(iv) Palanisamy Gounder and another vs. Periammal reported in 2003(2) LW 605

(v) P.K.Mohan Ram vs. B.N.Ananthachary and others reported in 2010(4) SCC 161

(vi) K.A.Shanmugam and another vs. Tamilarasi and others reported in 2011 (6) CTC 42

(vii) G.Loganathan and another vs.G.Selvaraj and another in S.A.No.782 of 2001 dated 27.11.2017.”



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14. On careful perusal of the above judgments, it is made clear that

the intention of executant to be gathered from reading all recitals of document and phraseology used in document, nomenclature given in document is not a deciding factor, value of stamp papers used and registration of document should be taken into consideration, reservation of right to revoke or restricting right of revocation is not deciding factor, actual disposition could be postponed till the lifetime of settlor even in case of settlement provided there is present disposition and vesting of rights in presenti, restriction imposed on beneficiaries to document regarding alienation and encumbrance during lifetime of executor renders such document as testamentary and not settlement, retention of possession of property by executant coupled with enjoyment of the property during his lifetime with power to encumber results in creation of Will and not Settlement, self restriction on executant of document regarding sale and encumbrance even if executant is in possession of the property renders document as settlement and not a Will.

15. In the case on hand, the recitals of the Settlement deed show that the beneficiaries are the absolute owners of the suit schedule property after the demise of the settlor and he has no right to alienate or



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create encumbrance during his lifetime and he cannot alienate the property and thereby, it can be safely arrived as Settlement deed and therefore, the said document is a settlement deed and not Will. The third defendant only denied the character of the documents. However, the plaintiffs examined one of the attesting witnesses to prove the settlement deed as P.W.2 and he categorically deposed about the execution of attestation of the document and therefore, the plaintiffs have amply proved the settlement deed. Moreover, the third defendant also admitted the execution of deed and only denied the nature of document. Once the third defendant admitted the execution of document, she has to prove that it is not a settlement deed and the same is Will, but she failed to prove her contention. The third defendant already had filed a suit before the VII Additional City Civil Court, Chennai, in O.S.1746 of 2007 and the same was transferred to this Court and the other defendants had also filed the suit in C.S.No.190 of 2009/Ex.P9 and those suits were dismissed for default. The suit filed by the third defendant in O.S.No.1746 of 2007 was transferred to this Court and renumbered as C.S.No.21 of 2010 and again transferred and renumbered as O.S.No.2182 of 2012. When the third defendant filed the suit for partition for the same property and has knowledge about the settlement deed, she nowhere stated that it is a Will.



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In the said suit, the third defendant stated that she has not aware of the settlement deed and it was not acted upon and the same can be a concocted story created for the purpose of grabbing the entire property. Therefore, the said pleadings in Ex.P7 show that in the year 2007 itself, the third defendant had knowledge about the settlement deed but had not taken any legal steps as against the settlement deed and now, has taken a different plea that the said deed is not a settlement deed and the same is a Will. Moreover, the other defendants had also filed a suit in C.S.No.190 of 2009 for declaration declaring that the said settlement deed is null and void. Those suits were dismissed for non-prosecution. Therefore, the plaintiffs have proved that the said Ponnuswamy had executed settlement deed and as per the settlement deed, they are entitled to share.

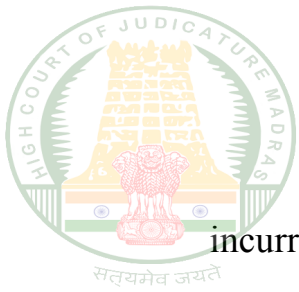
16. The plaintiffs sought for the relief of partition and separate possession and the third defendant is claiming 1/6th share of the suit schedule properties. The defendants have already filed the suits in respect of the settlement deed and in those suits, they admitted the execution of the settlement deed and the nomenclature of the deed and therefore, they now cannot deny the nomenclature of the deed, particularly, the



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defendants have filed the suit for declaration to declare that the settlement deed as null and void. In those suits, the defendants have categorically admitted the nature of the document as settlement deed and the prayers sought for in those suits were to declare the settlement deed as null and void in C.S.No.190 of 2009 and for partition in O.S.No.1746 of 2007 and therefore, the defendants are estopped from denying the nature of the document. According to the third defendant, there are some conditions specified in the document in respect of maintenance of the first defendant and the first defendant was not maintained by the father of the plaintiffs as mentioned in the document and the third defendant was taking care of the first defendant and the plaintiffs have not taken any steps during the lifetime of the said deceased first defendant and therefore, they failed to maintain the first defendant and breached the condition in the document, in respect of maintenance of the first defendant. In this regard the third defendant was examined as D.W.1 and she deposed about the maintenance of the first defendant and she incurred medical expenses for the treatment of the first defendant, but during lifetime of the father of the plaintiffs, namely, P.Raman, the third defendant has not raised any voice in respect of maintenance of the first defendant. There is no material produced to prove the actual expenses



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incurred by the third defendant to the first defendant and any claim made by her to that regard. Therefore, the contention of the third defendant is not acceptable to that regard. Thus, the issue Nos.(ii), (iii) and (vi) are answered.

17. Issue Nos.(iv) and (v):

(iv) Whether the plaintiffs are entitled to $5/9^{\text{th}}$ share in the suit schedule property?

(v) Whether the third defendant is entitled to $1/6^{\text{th}}$ share in the suit schedule property?

18. Already this Court has in previous issues decided that Ponnuswamy had executed the settlement deed in favour of the father of the plaintiffs, Raman, and the defendant Nos.1 and 2. As per the Settlement Deed, Raman is entitled to $3/6^{\text{th}}$ share and the first defendant is entitled to $2/6^{\text{th}}$ share and the second defendant is entitled to $1/6^{\text{th}}$ share. It is an admitted fact that the first defendant died intestate during the pendency of the suit and the share of the first defendant has to be divided between the plaintiffs and the defendant Nos.2 to 9 who are the legal heirs of the first defendant. The plaintiffs are the legal heirs of the



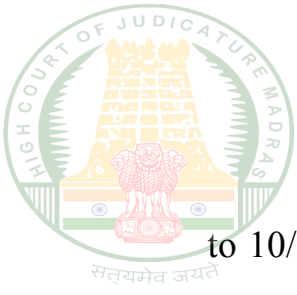
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brother of the first defendant and the defendant Nos.1 to 4 are the brother and sisters of the deceased first defendant. The defendant Nos.5 to 9 are the legal heirs of the deceased first defendant's sisters. Therefore, the plaintiffs being the legal heirs of late P.Raman are entitled to 10/18th share and the second defendant is entitled to 4/18th share and the third defendant is entitled to 1/18th share and the fourth defendant is entitled to 1/18th share and the defendant Nos.5 to 7 are jointly entitled to 1/18th share and the defendant Nos.8 and 9 are jointly entitled to 1/18th share and therefore, the plaintiffs and the defendants are entitled to shares as indicated above. Since the third defendant has paid the Court fee for 1/6th share, this Court decides that she is entitled only to 1/18th share and therefore, the plaintiffs are jointly entitled to 10/18th share and the third defendant is entitled to 1/18th share of the suit property. Thus, the issue Nos. (iv) and (v) are answered.

19. Issue No.(vii):Whether the parties are entitled to any other relief?

* As discussed in the issue Nos.(i) to (vi), the plaintiffs are entitled



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to 10/18th share over the suit property and the third defendant is entitled to 1/18th share over the suit property and apart from the above, the parties are not entitled to any other relief.

20. In the result, this suit is decreed in favour of the plaintiffs and the plaintiffs are entitled to 10/18th shares of the suit property and the third defendant is entitled to 1/18th share of the suit property and to that effect, the preliminary decree is passed by dividing the suit property into 18 shares and allot 10 shares to the plaintiffs and one share to the third defendant. Considering the nature of the suit and the relationship of the parties, there shall be no order as to costs. The parties are entitled to final decree as per law.

25-09-2025

ssb

Index: Yes/No

Speaking order/Non-speaking order

NCC: Yes/No



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List of Witness:

WEB COPY Plaintiffs' side witness:-

PW1: Mrs.R.Chandra

PW2: Mr.K.Babu

Defendants' side witness:-

DW1:Mrs.P.Mahalakshmi

List of Documents:

<i>S.No</i>	<i>Exhibits</i>	<i>Description</i>
1	Ex.P1	The certified copy of the Sale Deed dated 25.03.1977.
2	Ex.P2	The computer generated death certificate of Rajammal who died on 25.06.1995.
3.	Ex.P3	The certified copy of the plaint in O.S.No.657/1998.
4.	Ex.P4	The certified copy of the judgment and Decree in OS No.657/1998.
5.	Ex.P5	The original Settlement Deed dated 08.11.2004.
6.	Ex.P6	The computer generated death certificate of T.Ponnuswamy who died on 18.11.2006.
7.	Ex.P7	The certified copy of the plaint renumbered now as OS No.2182/2012
8	Ex.P8	The original legal heirship certificate of Late T.Ponnuswamy.
9.	Ex.P9	The certified copy of the plaint in CS No.190/2009 renumbered as OS No.8420/2010
10.	Ex.P10	The certified copy of the judgment passed in A.S.No.1161/2004 dated 04.12.2009.
11.	Ex.P11	The certified copy of the Decree passed in A.S.No.1161/ 2004 dated 04.12.2009.



S.No	Exhibits	Description
12.	Ex.P12	The photocopy of the legal heir ship certificate of Late P.Raman
13.	Ex.P13	The certified copy of the judgment and Decree in C.S.No.190/2009 renumbered as OS No.8420/2010.
14.	Ex.P14	The certified copy of the Judgment and Decree in C.S.No.21/2010 renumbered as OS No.2182 of 2012.

S.No	Exhibits	Description
1	Ex.D1	Original Venkateswara Hospital Bills & Receipts (4 Nos) in respect of my father dated 17.11.2006.
2	Ex.D2	The Original Bhavishya Bhavan Memo Slip in respect of 1 st defendant dated April 2007.
3	Ex.D3	The Original Dr.G.D.Baaz Memorial Hospital School letter with postal cover in respect of 1 st defendant dated 30.06.2008.
4.	Ex.D4	The Original Dr.G.D.Baaz Memorial Hospital School Receipt (6 Nos) in respect of 1 st defendant dated 2009-2015.
5.	Ex.D5	The Original JRD Sunshine Receipt in respect of 1 st defendant dated 28.06.2015.
6.	Ex.D6	The Original Receipt issued by Mine Zone (5 Nos) in respect of 1 st defendant dated 2015-2016.
7.	Ex.D7	The Original Receipt issued by Aadhararu Home in respect of 1 st defendant dated 08.10.2017.
8.	Ex.D8	The Original Statement of 3 rd defendant's SB AC.No.292201000001818 at IOB Bank, Nandhanam Branch dated 2016-2021
9.	Ex.D9	The Ex.D9 (Series 2 No's) is the photocopy of the R.S.P.Hospital prescriptions in respect of 1 st defendant dated March 2007.



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<i>S.No</i>	<i>Exhibits</i>	<i>Description</i>
10.	Ex.D10	The Ex.D10 is the Photocopy of the SRF Residential Centre Receipt in respect of 1 st defendant dated 04.04.2007.
11.	Ex.D11	The Ex.D11 is the Photocopy ST Thomas Hospital Receipts and Bills (7 Nos) in respect of 1 st defendant dated April 2007.

25.09.2025



WEB COPY



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P.DHANABAL, J

ssb

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25.09.2025