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IN THE HIGH COURT OF JUDICATURE AT MADRAS

RESERVED ON : 23.03.2026

PRONOUNCED ON : 02.04.2026

CORAM:

THE HONOURABLE MR. JUSTICE C.V.KARTHIKEYAN
AND
THE HONOURABLE MR. JUSTICE K.RAJASEKAR

A.S.No.197 of 2024

S.Govindaraj

s/o. Late V.Shanmugasundaram

...Defendant/Appellant

Vs

1. Pramila Nagarajan

D/o. Late. V.Shanmugasundaram

2. G.Sharmila

D/o. Late V.Shanmugasundaram

3. R.Bakyalakshmi

D/o. Late V.Shanmugasundaram

... Plaintiffs/Respondent

PRAYER: Appeal filed under Order 41 Rule 1 read with Section 96 C.P.C., against the Judgment and Decree dated 31.10.2023 made in O.s.No. 3207 of 2022 on the file of XVII Additional City Civil Court, Chennai.

For Appellant : Mr. S.Vijay Kumar



For Respondents : Mr. G.Vijaya Kumar

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JUDGMENT

(Order of the Court was made by **C.V.KARTHIKEYAN, J.**)

The defendant in O.S.No. 3207 of 2022 on the file of the XVII Additional City Civil Court at Chennai is the appellant herein, having filed the Appeal questioning the Judgment and Decree dated 31.10.2023.

2. O.S.No. 3207 of 2022 had been filed by the respondents seeking partition and separate possession of the suit schedule properties and to allocate $\frac{3}{4}$ th share to them and to declare a settlement deed dated 08.04.2011 registered in the Sub Registrar Office at Velacherry as not binding on them and for permanent injunction and other reliefs.

3. The suit had been filed by three plaintiffs Pramila Narayajan, G.Sharmila and R.Bakyalakshmi / sisters against their brother, S.Govindaraj / the appellant herein. In the plaint, they contended that their grandfather M.C.Vijayaranga Nayakar had purchased the suit schedule property by sale deed dated 23.09.1949. Subsequently, M.C.Vijayaranga



Nayakar settled the property in favour of his children and the suit schedule property in favour of V.Shanmuga Sundaram, his son and father of the plaintiffs/defendants. Subsequently, the said settlement deed was cancelled by document dated 20.08.1986 and a fresh settlement deed was executed permitting Shanmuga Sundaram to enjoy the property during his life time and granting absolute rights to the plaintiffs/defendants. It was contended that Shanmuga Sundaram died on 08.09.2014 and thereafter, the plaintiffs / defendants were in joint possession of the property. Their mother also died on 20.09.2020. The plaintiffs had been demanding partition and separate possession of the property. The plaintiffs then came to know about a settlement deed said to have been executed by Shanmuga Sundaram in favour of the defendant. The plaintiffs claimed that their father did not have any right to deal with the property. It was under those circumstances that they instituted the suit seeking partition and separate possession of 3/4th share and to declare that the settlement deed executed by their father Shanmuga Sundaram in favour of the defendant is null and void.

4. The defendant in his written statement stated that the father Shanmuga Sundaram had executed the settlement deed with the concurrence

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of the plaintiffs. It was also pointed out that the plaintiffs had been married and gifted with gold jewels. It was stated that the defendant was looking after his parents and the plaintiffs did not spend any money in that regard. It was stated that the plaintiffs having enjoyed the benefits from the family, now cannot claim a share in the property. It was therefore stated that the suit should be dismissed.

5. On the basis of the above pleadings, the trial Court had framed the following issues:-

- “1. Whether the suit claim is barred by limitation?*
- 2. Whether the plaintiffs are entitled to a declaration in respect of the settlement deed dated 08.04.2011 registered as Doc.No. 2058/2011 as null and void and not binding on the plaintiffs?;*
- 3. Whether the plaintiffs are entitled to a permanent injunction as prayed for?;*
- 4. Whether the plaintiffs are entitled to a partition and separate possession as prayed for?; and*



5. *To what other relief?”*

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6. During trial, the second plaintiff was examined as PW-1 and Exs. A-1 to A-12 were marked. Ex.A-1 was the sale deed dated 23.09.1949 and Ex.A-2 was the settlement deed dated 28.02.1985. The settlement cancellation deed dated 20.08.1986 was marked as Ex.A-3. The further settlement deed dated 28.08.1996 was marked as Ex.A-4. The settlement deed executed by Shanmuga Sundaram in favour of the defendant dated 08.04.2011 was marked as Ex.A-5. The notice issued by the plaintiffs dated 16.02.2022 was marked as Ex.A-11. The defendant examined himself as DW-1 and marked Exs. B-1 to B-23. The patta in his name for the property was marked as Ex.B-2 and the property tax assessment cards were marked as Exs. B-3 and B-4, the tax demand notices were marked as Exs. B-7 and B-8. The documents relating to the electricity service connection were marked as Exs. B-10 to B-20.

7. The learned trial Judge on the basis of the pleadings and oral and documentary evidence held that there was no dispute over the flow of title of the suit property which had been purchased by the grandfather of the plaintiffs and the defendant, Vijayaranga Naicker. The subsequent documents executed with respect to the property, namely, Ex.A-2, the



settlement deed executed by Vijayaranga Naicker and Ex.A-3 the cancellation deed executed by him and the further settlement deed in Ex.A-4 granting life interest to the father of the plaintiffs/defendants and absolute right to the plaintiffs/defendants were also not in dispute.

8. The learned trial Judge then held that since the father Shanmuga Sundharam had only limited right, he did not have absolute title over the property and therefore could not have executed the settlement deed granting absolute right to the defendant. It was therefore held that the settlement deed dated 08.04.2011 and marked as Ex.A-4/B-1 was null and void and not binding on the plaintiffs. Thereafter, it was held that the plaintiffs and the defendants being children of Shanmuga Sundaram and the only legal heirs and Shanmuga Sundaram having died intestate, they were all entitled to an equal share in the property and accordingly, a preliminary decree of $\frac{3}{4}$ th share to the three plaintiffs was granted. The suit was dismissed with respect to the relief of permanent injunction and mense profits. Challenging the said Judgment and Decree, the defendant had filed the present Appeal.

9. The learned counsel for the appellant pointed out that the trial

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Court had failed to note the admission of PW-1/second plaintiff that the plaintiffs were aware of the execution of the settlement deed by their father under Ex.A-4/B-1 and that they had consented to the execution of the settlement deed. It was further argued that the appellant was in possession of the property and had mutated all the revenue records in his name and has been enjoying the property. He also pointed out that the respondent had been married and gold and other jewellery had been given at that time. He therefore argued that the Judgment and Decree of the trial Court should be set aside and this Court should uphold the validity of the settlement deed executed by Shanmuga Sundaram in favour of the appellant and marked as Ex.A-4/B-1.

10. The learned counsel for the respondents however argued that Shanmuga Sundaram had only limited rights under Ex.B-3 with no right to alienate and therefore since he had no right to deal with the property, any document executed by him is null and void. The learned counsel pointed out that the trial Court had come to a correct decision that the said document is null and void and not binding on the respondents. The learned counsel further pointed out that since there was no dispute regarding the relationship



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among the parties and since the father Shanmuga Sundaram had died intestate, the plaintiffs and the defendants were each entitled to an equal $\frac{1}{4}$ th share in the suit schedule property. It was therefore pointed out that the Judgment and Decree of the trial Court does not warrant any interference.

11. We have carefully considered the arguments and perused the materials available on record.

12. The suit had been instituted by three sisters against their brother seeking preliminary decree of $\frac{3}{4}$ th share of the property described in the schedule to the plaint. The property was land and building at Old Door No. 21, New Door No. 31, 1st Street, Sathanipettai, Maduvankarai, Guindy, Chennai – 600 032. The land measured an extent of 1782 sq.ft. This property had been purchased by the grandfather of the plaintiffs and the defendants, Vijayaranga Naicker by sale deed dated 23.09.1949 marked as Ex.A-1. He had thereafter executed a settlement deed on 28.02.1985 in



favour of the father of the plaintiffs/defendants, V. Shanmuga Sundaram.

Thereafter, he had cancelled the settlement deed by settlement deed cancellation deed dated 20.08.1986 marked as Ex.B-3 He then executed another settlement deed on the same day, granting limited rights to enjoy alone to Shanmuga Sundaram and absolute right to the appellant and the three respondents. It is therefore evident that the father Shanmuga Sundaram did not have any right to alienate or deal with the property. However, he had executed a settlement deed marked as Ex.B-4 on 08.04.2011 in favour of the appellant herein. That document is null and void. He had no right to deal with the property. When he had no such right to deal with the property, no title will flow under any document executed by him. The claim of the appellant that the respondents knew about the execution of the settlement deed would not make the document valid. The said document is not binding on the respondents. They are also the absolute owners of the property. There is no evidence produced that Shanmuga Sundaram had executed any other document with respect to the property. Once he died intestate, the property would devolve to his legal heirs in accordance with Section 8 of the Hindu Succession Act. The legal heirs are the appellant and the three respondents.

13. In view of these facts, we hold that the learned trial Judge had



come to correct conclusion that the settlement deed is null and void and not binding on the respondents and that all the parties to the suit, namely, the

appellant and the three respondents are each entitled to an undivided $\frac{1}{4}$ th share in the suit property.

14. We find no infirmity in the said finding. The Appeal therefore stands dismissed confirming the Judgment and Decree of the trial Court. No order as to costs.

15. The parties to work out their remedy regarding actual division of the property by metes and bounds during the final decree proceedings.

[C.V.K., J.]

[K.R.S., J.]

02.04.2026

Index: Yes/No

Internet: Yes/No

Neutral Citation: Yes/No

To:

1. XVII Additional City Civil Court, Chennai.

2. The Section Officer,
VR Section,

10/12



Madras High Court, Chennai.



C.V.KARTHIKEYAN, J.
AND
K.RAJASEKAR, J.

vsg

Pre-Delivery Judgment made in

A.S.No. 197 of 2024



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