



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 27.04.2026

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THE HONOURABLE MR.JUSTICE S.SOUNTHAR

S.A.No.147 of 2021

1.M.Krishnaveni

2.M.Varaprasad

... Appellants

vs.

1.Meka Babu

2.Leelavathi

... Respondent

PRAYER: Second Appeal is filed under Section 100 of the Code of Civil Procedure, to set aside the decree and judgment dated 22.08.2019 passed in A.S.no.74 of 2018 by the V Additional City Civil Court, Chennai partly reversing the judgment and decree dated 04.02.2017 in O.S.No.1406 of 2013 by the VIII Assistant Court, Chennai by allowing the above Second Appeal.

For Appellants : Mr.R.Dhamodaran

For R1 : Mr.P.Anbarasan

For R2 : No Such Person

J U D G M E N T

The plaintiffs in the suit are the appellants. The suit has been filed seeking declaration that the Settlement Deed dated 28.04.1999 executed by Marthammal in favour of 1st defendant was null and void and also for



S.A.No.147 of 2021

partition of plaintiffs' 1/3rd share of rent in the suit property. The Trial Court decreed the suit in respect of all the three items. Aggrieved by the same, the 1st defendant preferred first appeal in A.S.No.74 of 2018. The First Appellate Court partly allowed the appeal and dismissed the suit in respect of Items 1 and 2. The First Appellate Court affirmed the decree for partition in respect of 3rd item. Aggrieved by the same, the plaintiffs have come before this Court.

2. According to the appellants/plaintiffs, they are legal heirs of one M.Annaiah, who is the brother of the 1st defendant. The 2nd defendant is the sister of the plaintiffs and 1st defendant. It was stated by the plaintiffs in the plaint that the suit Items 1 and 2 were purchased by father of M.Annaiah and 1st defendant namely Kuppaiah in the name of his wife-Marthammal in his capacity as Kartha of Hindu Joint Family under two different Sale Deeds dated 20.01.1965 and 19.02.1980 for the benefit of Hindu Joint Family members.

3. It was also pleaded that two items were enjoyed by Kuppaiah during his lifetime. He also purchased another property namely Item-3 in his name. It is further stated that after death of Kuppaiah, his wife, plaintiffs and



S.A.No.147 of 2021

defendants were in continuous enjoyment of the suit property. Though the plaintiffs continuously demanded partition of the property, the 1st defendant refused to accept their request. Hence, the plaintiffs issued a legal notice on 10.03.2008 demanding partition. The 1st defendant sent a reply notice by denying the false allegations. In these circumstances, the above said suit was filed seeking partition of 1/3rd share. The plaintiffs also sought for declaration that Settlement Deed allegedly executed by Marthammal in favour of the 1st defendant was null and void.

4. The 1st defendant filed written statement and resisted the suit on the ground that the suit Items 1 and 2 were purchased by his mother Marthammal out of her own funds. The allegation made in the plaint that it was purchased by his father in the name of Marthammal was specifically denied. The 1st defendant also denied the possession of the plaintiffs over the suit properties. It was further pleaded that Marthammal executed Settlement Deed on 28.04.1999 settling the suit Items 1 and 2 in favour of the 1st defendant. On these pleadings, the defendants sought for dismissal of the suit.



S.A.No.147 of 2021

5. Before the Trial Court, the 1st plaintiff was examined as PW.1 and 10 documents were marked on behalf of the plaintiffs as Exs.A1 to A10. The 1st defendant was examined as DW.1 and 7 documents were marked as Exs.B1 to B7.

6. The Trial Court on appreciation of oral and documentary evidence available on record, came to the conclusion that the plaintiffs were entitled to decree for partition of their 1/3rd share in the suit property and decreed the suit as prayed for. Aggrieved by the same, the 1st defendant preferred first appeal in A.S.No.74 of 2018 on the file of the V Additional City Civil Court, Chennai. The First Appellate Court reversed the findings of the Trial Court in respect of suit Items 1 and 2 and dismissed the suit. The decree for partition granted by the Trial Court in respect of suit Item-3 was affirmed by the First Appellate Court. Challenging the said findings, the plaintiffs have come before this Court.

7. At the time of admission, this Court formulated the following substantial questions of law by order dated 25.02.2021:-

“i. Whether the Lower Appellate Court was justified in declaring the items 1 and 2 of suit properties are the absolute



properties of Marthammal in the absence of any evidence supporting the same?

ii. Whether the Lower Appellate Court was justified in giving its finding that Marthammal was the absolute owner of items 1 and 2 of suit properties instead of declaring her as one of the four co-sharers?"

8. The learned counsel appearing for the appellants would submit that husband of Marthammal namely Kuppaiyah was employed as a Sanitary Worker in the Corporation of Chennai and the suit Items 1 and 2 were assigned to him recognising his services. The above said Kuppaiyah instead of purchasing the suit properties in his name, purchased the same in the name of his wife-Marthammal. The learned counsel further submitted that since suit Items 1 and 2 were purchased in the name of Marthammal by the Kartha of the Hindu Joint Family namely Kuppaiyah, the property shall be treated as the one purchased for the benefit of the family. In such circumstances, the plaintiffs are entitled to equal share.

9. The learned counsel appearing for the 1st respondent on the other hand would submit that the properties were purchased in the name of Marthammal and hence, the same shall be treated as her separate property. She executed a Settlement Deed in favour of the 1st defendant settling Items



S.A.No.147 of 2021

1 and 2 in favour of the 1st defendant and in such circumstances, the appellants/plaintiffs are not entitled to share in the item 1 and 2 of suit properties.

10. It is seen from the typed-set of papers and the original records, the suit Items 1 and 2 were purchased by Marthammal under Exs.A8 and A9, dated 20.01.1965 and 19.02.1980. A perusal of the said documents would establish that the Sale Deeds were executed by Corporation of Madras in favour of Marthammal in recognition of her occupation of the suit Items 1 and 2. Therefore, the submission made by the learned counsel appearing for the appellants that the suit Items 1 and 2 were assigned in favour of Kuppiah's family in recognition of his service as Sanitary Worker is not acceptable to this Court.

11. Exs.A8 and A9-Sale Deeds in the name of Marthammal clearly established that the properties were purchased in her name. When the properties were purchased in the name of wife or any female member of the Hindu Family, the presumption is the same was purchased for her benefit, unless the contrary is proved. In the case on hand, the plaintiffs, who claim the property was purchased for the benefit of the Hindu Joint Family have



S.A.No.147 of 2021

not let in any acceptable evidence to support their plea. The only witness examined on behalf of the plaintiffs was Krishnaveni, the 1st plaintiff in the suit.

12. In the absence of any independent witness supporting the plea of plaintiffs, the submission made by the learned counsel for the appellants that the property shall be treated as the one purchased for the benefit of Hindu Joint Family cannot be accepted. The defendants are entitled to general presumption that property purchased in the name of female member is for her benefit, in the absence of any contrary evidence. Therefore, this Court has no hesitation in coming to the conclusion that the suit properties were purchased by Marthammal under Exs.A8 and A9 and the same shall be treated as her separate property.

13. Ex.A1 is the Settlement Deed executed by Marthammal in favour of the 1st defendant and the said document dated 28.04.1999. Thus, it is clear that Items 1 and 2 of the suit properties purchased by Marthammal under Exs.A8 and A9 were settled by her in favour of the 1st defendant. Hence, the plaintiff cannot claim share in item 1 and 2 of suit properties. In the reply notice dated 19.03.2008 marked as Ex.A3, the 1st defendant clearly



S.A.No.147 of 2021

mentioned about the Settlement Deed executed by Marthammal in his favour. However, the present suit has been filed by the plaintiffs challenging the Settlement Deed only on 04.02.2013. Therefore, it is clear the suit has been filed after expiry of limitation period of three years. Hence, the second prayer in the plaint seeking declaration that Settlement Deed dated 28.04.1999 was null and void is hopelessly barred by limitation.

14. In the light of the discussion made earlier, both the substantial questions of law framed at the time of admission are answered against the appellants and the second appeal stands dismissed by confirming the judgment and decree passed by the First Appellate Court. In the facts and circumstances of the case, there will be no order as to costs.

27.04.2026

Index : Yes
Speaking order : Yes
Neutral Citation : Yes
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S.A.No.147 of 2021

To

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- 1.The V Additional City Civil Court,
Chennai.
- 2.The VIII Assistant Court,
Chennai.



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S.A.No.147 of 2021

S.SOUNTHAR, J.

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S.A.No.147 of 2021

27.04.2026