



WEB COPY

OP No. 468 of 2



IN THE HIGH COURT OF JUDICATURE AT MADRAS

**DATED: 03-02-2026**

CORAM

**THE HON'BLE MR.JUSTICE P. DHANABAL**

**OP No. 468 of 2025**

Padmapriya W/o. Late N.Bharath

No.8, Saravana Street,

T.Nagar,

Chennai 600 017.

..Petitioner(s)

Vs

No Respondent

Nil

..Respondent(s)

**PRAYER:** The Original Petition has been filed under Section 8(2) of the Hindu Minority and Guardianship Act read with Order XXI Rule 2 and 3 of Original Side Rules praying to

(i) Grant permission to the Petitioner herein to execute a Specific Power of Attorney in favour of M/s. Salma Constructions Private Limited in order to sell an extent of 53.33 sq.ft. from C Schedule property being 32 percent of the 1/36th Minor's entire share of 166.66 sq.ft. in the undivided share of land out of 6000 Sq. ft. morefully described in the Schedule A,

(ii) Grant permission to Mortgage or Sell the balance 113.33 sq.ft. from the C Schedule property out of the Minor's share in the undivided share of land out of 6000 Sq. ft. more fully described in the Schedule A, directly by the Petitioner herein or through Power Agent appointed by the Petitioner herein on behalf of Minor Tarunika, based on the Joint Venture Agreement dated



30.06.2022 and Supplementary Agreement dated 26.02.2024 entered into between (1) Elumalai, (2) Gopal, (3) Narayanaswamy, (4) Anandan and M/s. Salma Constructions Private Limited, in the interest of the Minor for a sum of Rs.22,00,000/-

For Petitioner(s): M/s. Abhinav Parthasarathy

### **ORDER**

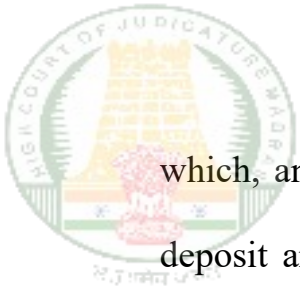
This petition has been filed under Section 8(2) of the Hindu Minority and Guardianship Act read with Order XXI Rule 2 and 3 of the Original Side Rules to permit the petitioner to grant permission to the Petitioner herein to execute a Specific Power of Attorney in favour of M/s. Salma Constructions Private Limited in order to sell an extent of 53.33 sq.ft. from C Schedule property being 32 percent of the 1/36th Minor's entire share of 166.66 sq.ft. in the undivided share of land out of 6000 Sq. ft. more fully described in the Schedule A and to grant permission to Mortgage or Sell the balance 113.33 sq.ft. from the C Schedule property out of the Minor's share in the undivided share of land out of 6000 Sq. ft. more fully described in the Schedule A, directly by the Petitioner herein or through Power Agent appointed by the Petitioner herein on behalf of Minor Tarunika,

2. According to the petitioner, she is mother of Minor Tarunika, aged about 12 years and the natural guardian of the minor. Originally, 'A' schedule property belonged to one S. Abdul Khader Saheb, who sold the property in



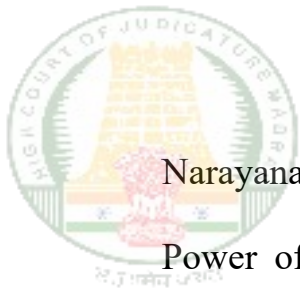
favour of D.S. Krishnaveni Ammal. Subsequently, the said Krishnaveni Ammal sold the A Schedule property to one S.N. Kannan. The said S.N. Kannan had executed a Will dated 14.07.1986 bequeathing the said A schedule property in favour of his four sons Elumalai, Gopal, Narayanaswamy and Anandan, subject to the life enjoyment right in favour of his wife Poongavanam. The said S. N. Kannan died 07.10.1987. Subsequent to his death, the Will dated 14.07.1986 was probated vide order dated 15.12.1988. Pursuant to the said order, the beneficiaries of the Will namely Elumalai, Gopal, Narayanaswamy and Anandan became the absolute owners of the property with their mother Poongavanam, who is having her life enjoyment right over the schedule A property till her death. The said Poongavanam died on 08.03.2013. Accordingly, the above said legal heirs of S.N. Kannan are each entitled to  $\frac{1}{4}$  share each in the Schedule 'A' Property. The share of one of the said legal heirs namely Narayanasamy is shown as 'B' Schedule property.

2.1. While the facts being so, the said Naryanaswamy's only son namely N. Bharath died on 25.06.2017 leaving behind his wife Padmapriya, the petitioner herein, and his daughter Tarunika and mother Kalaiselvi as Class I legal heirs. The above said Narayanaswamy, during his life time, along with his brothers namely Elumalai, Gopal and Anandan, had entered into a Joint Venture Agreement dated 30.06.2022 with M/s. Salma Constructions Pvt Ltd., in order to promote the 'A' schedule property by constructing residential apartments, for



which, an amount of Rs.2 crores was paid as interest free refundable security deposit and the said parties agreed that towards construction to be made, the parties would execute Power of Attorney in favour of M/s. Salma Constructions Private Limited to the extent of 32% of undivided land. Subsequently, the said Elumalai, Gopal, Narayanaswamy and Anandan executed an unregistered Supplementary Agreement with the builder M/s. Salma Constructions Private Limited dated 26.02.2024. While so, the said Narayanaswamy died intestate on 24.01.2025 leaving behind his wife Kalaiselvi, daughter Swathi, daughter-in-law Padmapriya and grand daughter Minor Tarunika as Class I legal heirs. Accordingly, the  $\frac{1}{4}$  share of the deceased Narayanaswamy over the 'A' Schedule property becomes inherited by the Class I legal heirs, who are entitled to succeed his estate, being the 'B' Schedule property.

2.2. The minor Tarunika, represented by her mother and natural guardian became the absolute owner having  $\frac{1}{36}$  share in the Schedule 'A' Property. As stated supra, as per the Joint Venture Agreement dated 30.06.2022 and the Supplementary Agreement dated 26.02.2024, the developer M/s. Salma Constructions Pvt. Ltd., agreed to develop the 'A' Schedule property by constructing residential flats. In pursuant to which, the said Elumalai, Gopal, Narayanaswamy and Anandan had also executed Powers of Attorney towards the said project in favour of M/s. Salma Constructions Pvt. Ltd., and they have also received Rs.2 crores vide cheques dated 09.01.2023. Upon the death of



Narayanaswamy, his Class I Legal Heirs have now decided to execute necessary Power of Attorney in favour of M/s. Salma Constructions Pvt Ltd., for the purpose of sale of undivided share as contemplate under the Joint Venture Agreement. The construction of the project has also been completed.

2.3. While so, with respect to the 1/36th share of the minor, the minor is bound to repay a sum of about Rs.22 lakhs to the builder M/s. Salma Constructions Private Limited as against the sum of Rs.2,00,00,000/- paid by the builder to the land owners as refundable security deposit. The petitioner herein undertakes to repay a sum of Rs.22 lakhs being the 1/36th share of the Minor towards the interest free refundable deposit. The petitioner also agrees to execute a Power of Attorney in order to ratify the Joint Venture Agreement dated 30.06.2022 and the Supplementary Agreement dated 26.02.2024 in the best interest of the minor child and to generate income for the minor child and utilize the same for the education and well being of the minor child. Therefore, she has filed this petition.

3. After filing of this petition, paper publication was effected and no any objection from any party. Thereafter, the matter was posted for examination of witnesses. On the side of the petitioner, PW1 was examined and Ex.P.1 to Ex.P.14 were marked.



4. This Court also perused the evidence and the entire records.

5. As per the evidence of PW1 and the documents Ex.P.1. to Ex.P.14, they revealed that the petitioner and the deceased N. Bharath are the husband and wife and they are the parents of the minor daughter namely B. Tarunika. Ex.P.7 shows that the petitioner and the minor daughter are the legal heirs of the deceased N. Bharath. It is also seen that the father of the said N.Bharath namely Narayanaswamy along with his three brothers are the beneficiaries of the Will dated 14.07.1986 executed by their father S.N. Kannan and they had entered into a Joint Venture Agreement with M/s. Salma Constructions Pvt Ltd., in order to construct residential apartments in Schedule 'A' Property, for which, they have received a sum of Rs.2 crores from the said Construction company as refundable security deposit. The son of the said Narayanaswamy, who is the husband of the petitioner herein, predeceased his father on 25.06.2017. The Narayanaswamy died on 24.01.2025 leaving behind his wife, daughter and daughter-in-law and grand daughter as Class-I legal heirs and they are entitled to  $\frac{1}{4}$  undivided share of the deceased Narayanaswamy in the 'A' Schedule property. The construction of the project has been completed.

6. In so far as the minor child's  $\frac{1}{360}$  undivided share works out to Rs.22 lakhs/- towards the total refundable security deposit of Rs.2 crores is concerned, the petitioner undertakes to repay the said amount on behalf of the minor and



absolve the minor from the liability. She further agreed to execute the requisite Power of Attorney to ratify the Joint Venture Agreement dated 30.06.2022 and Supplementary Agreement dated 26.02.2024, in the best interest of the minor child and proposed execution is only to safeguard and advance the welfare of the minor child and to enable income for the benefit of the minor child. She has no any adverse interest against the minor child. Therefore, for the welfare of the minor daughter, the petitioner seeks permission of this Court to execute a Specific Power of Attorney in favour of M/s. Salma Constructions Private Limited in order to sell an extent of 53.33 sq. ft. from 'C' Schedule property being 32% of the 1/36th of minor child's entire share of 166.66. sq ft in the undivided share of land out of 6000 sq. ft described in Schedule 'A' property and also to grant permission to mortgage or sell the balance 113.33 sq. ft. from the 'C' Schedule property out of 6000 sq. ft either directly by her or through Power Agent appointed by the petitioner on behalf of the minor child based on the Joint Venture Agreement and Supplementary Agreement.

7. The minor daughter is now under the care and custody of the petitioner. The father of the minor daughter is no more and the petitioner being the mother, is the only care-taker of the minor child and she has no any adverse interest against the minor and she needs the minor's share for the future expenses of the minor. Since the husband of the petitioner died, it is quite possible for the petitioner to find it difficult to maintain herself and the minor



child. Therefore, she has decided to enter into an agreement and to sell the petition mentioned property for the future maintenance and interest of the minor child. Therefore, in view of the above, this Court is of the opinion that this original petition has to be allowed.

8. With the above said observations, this **original petition is allowed, as prayed for.**

**03-02-2026**

Index: Yes/No

Speaking/Non-speaking order

Neutral Citation: Yes/No

MJS

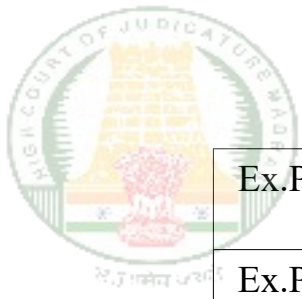
**APPENDIX:**

**List of Petitioner side Witnesses:**

PW1 : Mrs. Padmapriya

**List of Petitioner side Documents:**

| <b>Exhibit No.</b> | <b>Date</b> | <b>Description of Documents.</b>                                              |
|--------------------|-------------|-------------------------------------------------------------------------------|
| Ex.P.1.            | 23.08.1973  | Photocopy of the Sale Deed executed in favour of Mr. S.N. Kannan.             |
| Ex.P.2             | 25.11.1988  | Photocopy of the order in O.P. No.361 of 1988 passed by this Court.           |
| Ex.P.3             | -           | Computer generated Birth Certificate of PW1's minor daughter Ms. B. Tarunika. |



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|         |            |                                                                         |
|---------|------------|-------------------------------------------------------------------------|
| Ex.P.4  | -          | Computer generated Death Certificate of Mrs. S.N.K. Poongavanam.        |
| Ex.P.5  | -          | Photocopy of the Legal Heirship Certificate of Mrs. S.N.K. Poongavanam. |
| Ex.P.6  | -          | Computer generated Death Certificate of Mr. N. Bharath.                 |
| Ex.P.7  | -          | Computer generated Legal Heirship Certificate of Mr. N. Bharath.        |
| Ex.P.8. | 30.06.2022 | Photocopy of the General Power of Attorney.                             |
| Ex.P.9  | 30.06.2022 | Photocopy of the Joint Venture Agreement.                               |
| Ex.P.10 | 26.02.2024 | Photocopy of the Supplementary Agreement.                               |
| Ex.P.11 | -          | Computer generated Death Certificate of Mr. Narayanaswamy.              |
| Ex.P.12 | -          | Computer generated Legal Heirship Certificate of Mr. Narayanaswamy.     |
| Ex.P.13 | -          | Photocopy of the Aadhar Card of PW1's minor daughter Ms. B. Tarunika    |
| Ex.P.14 | -          | Certificate filed by PW1 under Section 63(4) of B.S.A. 2023.            |

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**P.DHANABAL, J.**

**MJS**

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