



THE HIGH COURT OF JUDICATURE AT MADRAS

Judgment reserved on : 07.11.2025

Judgment pronounced on :06.02.2026

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THE HON'BLE MR. JUSTICE P.B.BALAJI

A.S.Nos.594, 595, 596, 597, 598 & 599 of 2024
& CMP.Nos.18455, 18459, 18465, 18466,
18467, 18478, 18479, 18480 & 18482 of 2024

A.S.No.594 of 2024:

R.S.Sathvi

..Appellant

Vs.

1.K.Poorna Gurunath
2.K.Poorna Anand
3.S.P.Jayalakshmi
4.M.Poorna Nandhini
5.Poorna Keethi Padma
6.R.V.S.Kiran
7.Sundar Timber & Plywood Private Limited,
No.266, Sydenhams Road,
Chennai.
8.G.S.Sunil Kumar

..Respondents

Prayer: Appeal Suit filed under Section 96 of the Code of Civil Procedure, to set aside the decree and common judgment passed by the learned III Additional Judge, City Civil Court, Chennai, in O.S.No.3354 of 2014 dated 26.04.2024.

For Appellant : Mr.A.Gunaseelan
for Mr.R.Mohan

For Respondents : Mr.M.Balasubramanian



A.S.No.595 of 2024:

R.S.Sathvi

..Appellant

Vs.

1.S.P.Jayalakshmi
2.M.Poorna Nandhini

.. Respondents

Prayer: Appeal Suit filed under Section 96 of the Code of Civil Procedure, to set aside the decree and common judgment passed by the learned III Additional Judge, City Civil Court, Chennai, in O.S.No.2242 of 2014 dated 26.04.2024.

For Appellant : Mr.A.Gunaseelan
for Mr.R.Mohan

For Respondents : Mr.M.Balasubramanian

A.S.No.596 of 2024:

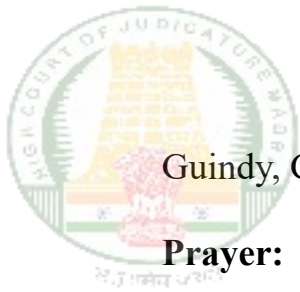
R.Poorna Keerthi Padma

..Appellant

Vs.

1.K.Poorna Gurunath
2.K.Poorna Anand
3.S.P.Jayalakshmi
4.M.Poorna Nandhini
5.R.V.S.Kiran
6.R.S.Sathvi
7.Unit Trust of India Infrastructure Technology
& Services Limited,
(previously known as UTI Technology Services
Limited) represented by its
Regional Head and Vice President,
STC Trade Centre, First Floor,
No.A-29, Thiru.Vi.Ka.Industrial Estate,

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Guindy, Chennai – 600 032.

..Respondents

Prayer: Appeal Suit filed under Section 96 of the Code of Civil Procedure, to set aside the decree and common judgment passed by the learned III Additional Judge, City Civil Court, Chennai, in O.S.No.3100 of 2014 dated 26.04.2024.

For Appellant : Mr.A.Gunaseelan
for Mr.R.Mohan

For Respondents : Mr.M.Balasubramanian

A.S.No.597 of 2024:

R.V.S.Kiran

..Appellant

Vs.

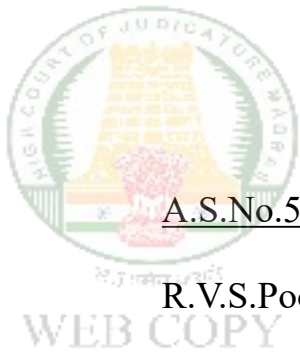
1.K.Poorna Gurunath
2.K.Poorna Anand
3.S.P.Jayalakshmi
4.M.Poorna Nandhini
5.Poorna Keethi Padma
6.R.S.Sathvi
7.Ms.National Hard Board Plywood Agency,
represented by its Proprietor
Prithiviraj Jhavar,
No.266, Sydenhams Road,
Chennai – 600 112.

..Respondents

Prayer: Appeal Suit filed under Section 96 of the Code of Civil Procedure, to set aside the decree and common judgment passed by the learned III Additional Judge, City Civil Court, Chennai, in O.S.No.3355 of 2014 dated 26.04.2024.

For Appellant : Mr.A.Gunaseelan
for Mr.R.Mohan

For Respondents : Mr.M.Balasubramanian



A.S.No.598 of 2024:

R.V.S.Poorna Keerthi Padma

..Appellant

Vs.

1.S.P.Jayalakshmi
2.M.Poorna Nandhini

.. Respondents

Prayer: Appeal Suit filed under Section 96 of the Code of Civil Procedure, to set aside the decree and common judgment passed by the learned III Additional Judge, City Civil Court, Chennai, in O.S.No.2048 of 2014 dated 26.04.2024.

For Appellant : Mr.A.Gunaseelan
for Mr.R.Mohan

For Respondents : Mr.M.Balasubramanian

A.S.No.599 of 2024:

R.V.S.Kiran

..Appellant

Vs.

1.S.P.Jayalakshmi
2.M.Poorna Nandhini

.. Respondents

Prayer: Appeal Suit filed under Section 96 of the Code of Civil Procedure, to set aside the decree and common judgment passed by the learned III Additional Judge, City Civil Court, Chennai, in O.S.No.2243 of 2014 dated 26.04.2024.

For Appellant : Mr.A.Gunaseelan
for Mr.R.Mohan

For Respondents : Mr.M.Balasubramanian

COMMON JUDGMENT

A.S.No.598 of 2024 has been preferred by the plaintiff in O.S.Nos.2048



of 2014, for declaring settlement deeds in Doc. Nos.1785 & 1786 of 2005, dated 03.08.2005, executed by K.P.Chandra Rao, in favour of Lakshmi Kanthamma as sham and nominal and not binding on the plaintiff and for consequential permanent injunction, aggrieved by the dismissal of the suit by the Trial Court;

2.A.S.Nos.595 & 599 of 2024 have been preferred against judgment and decree in O.S.Nos.2242 & 2243 of 2014, being suits for declaration to declare the settlement deeds executed by Lakshmi Kanthamma in favour of K.P.Chandra Rao and a defendant in [O.S.No.2242 of 2014, R.V.S.Sathvi and the defendant in O.S.No.2243 of 2014, R.V.S. Kiran, as sham and nominal and not binding on the plaintiff and for a permanent injunction, the Defendants have filed these appeals.](#)

3.AS.No.597 of 2024 has been preferred, challenging the dismissal of O.S.No.3355 of 2014, where the appellant as plaintiff sought for declaration that settlement deed dated 12.01.2006, executed by Lakshmi Kanthamma and settlement deed dated 05.06.2002, as null and void and similarly, revocation deeds dated 26.09.2008 in Doc.Nos.1974 & 1975 of 2008 as null and void and also judgment and decree dated 06.04.2009 in O.S. No.5764 of 2007 as null and void and for the relief of permanent injunction, the present appeal has been filed.



4.A.S.No.594 of 2024 has been preferred, challenging the dismissal of suit filed by the Appellant as plaintiff in O.S.No.3354 of 2014, where the appellant has sought for declaration that the settlement deed dated 23.01.2006 executed by Lakshmi Kanthamma, Settlement deed dated 05.06.2002 in Doc.Nos.1055 & 1056, as null and void and revocation deeds dated 26.09.2006, the present appeal has been filed;

5.A.S.No.596 of 2024 has been preferred, challenging the dismissal of the suit filed by the Appellant as plaintiff in [O.S.No.3100 of 2014](#), where the relief of declaration of title was sought for along with reliefs seeking declaration that settlement deed dated 07.12.2006, executed by Lakshmi Kanthamma and settlement deed dated 05.06.2002, as null and void and similarly, revocation deeds dated 26.09.2008 in Doc.Nos.1974 & 1975 of 2008 as null and void and also judgment and decree dated 06.04.2009 in O.S.No.5764 of 2007 as null and void and for the relief of permanent injunction, the present appeal has been filed.

6.I have heard Mr.A.Gunaseelan, learned counsel for the appellants in all the First Appeals and Mr.N.Balasubramanian, learned counsel for the contesting respondents 1 to 4 in A.S. Nos.594, 596 & 597 of 2024 and respondents in A.S.Nos.595, 598 & 599 of 2024.



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7. In order to appreciate the facts of the various cases referred herein above, it would be appropriate to cull out the pleadings briefly:-

8. For the sake of brevity, the case of the appellant is culled out in common and similarly, the case of the respondents 1 to 4 in common.

9. Plaints in brief:

(a) The property measuring 5162 sq.ft, situated in Door No.268, Sydenhams Road, Choolai, Chennai, comprised in RS. Nos.1319/1990 part and 1319/1991 part was originally belonging to one K.P.Chandra Rao, he having purchased the same in and by a registered sale deed dated 10.09.1958 in Doc. No.2223 of 1958. On 05.06.2002, the said K.P.Chandra Rao, executed a settlement deed in favour of S.P.Jayalakshmi, the first plaintiff in O.S.No.2048 of 2014, 2242 of 2014, 2243 of 2014. Third defendant in O.S.Nos.3100 of 2014 and 3354 of 2014. The said settlement deed was registered in Doc.No.1056 of 2002 on the file of Periamet. It was in respect of 1134 sq.ft of built up area in the first floor, south western side, together with an undivided share of 249 sq.ft in the land. Under the very same document, he also settled another portion of 1650sq.ft of the built up area in the first floor North Western side, together with 362 sq.ft of undivided share in the land. On the same day, Chandra Rao, also



executed another settlement deed in favour of Poorna Nandini, Second plaintiff in three suits and fourth defendant in three suits, in Doc. No.1055 of 2002.

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Under the said settlement deed, he settled a built up area of 1134 sq.ft in the second floor, south western side, together with UDS of 249 sq.ft and 1650 sq.ft built up area in the second floor, north western side, together with 362 sq.ft undivided share. The settlement deeds came into effect and were acted upon even on the date of execution and registration. Subsequently, K.P.Chandra Rao, by mistake executed two settlement deeds on 03.08.2005 in Doc.No.1785 of 2005 and Doc.No.1786 of 2005, on the file of Sub Registrar Office, Periamet, in favour of his wife Lakshmi Kanthamma, in respect of an extent of 567 sq.ft of vacant land, comprised in Survey No.1319/90 and another 567 sq.ft also comprised in Survey No.1319/90. The said K.P.Chandra Rao, put up superstructure comprising of ground and three floors in the property and apportioned undivided share in accordance with the built up area. With the construction of building comprising of four floors, the property became indivisible. The settlement deeds executed on 03.08.2005 were invalid and unenforceable. K.P.Chandra Rao, by inadvertence had mentioned in the settlement deeds that he had purchased the property on 10.09.1959, instead of 10.09.1958 and the document number was also wrongly mentioned as Doc. No.2229 of 1948 on the file of West Madras, SRO instead of Doc. No.2223 of 1958, SRO, Periamet. Thus the settlement deeds were not only invalid for the



above reasons but also, on account of being executed without proper verification and reference to earlier documents.

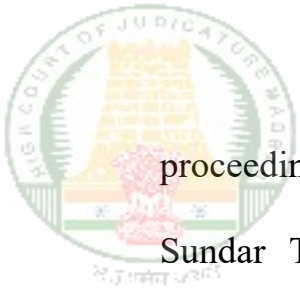
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(b) On 07.12.2006, Lakshmi Kanthamma executed a settlement deed in Doc. No.2953 of 2006. in favour of her daughter Poorna Keerthi Padma, defendant in O.S.No.2048 of 2014 and the plaintiff in O.S.No.3100 of 2014. Under the said settlement deed, Lakshmi Kanthamma, the settlor retained life interest and after her lifetime, the settlee was to take the property absolutely.

On 12.01.2006, Lakshmi Kanthamma executed another settlement deed in Doc. No.79 of 2006, in favour of her grand-daughter Sathvi, defendant in O.S.No.2042 of 2014 and the plaintiff in O.S. No.3354 of 2014 and another settlement deed in Doc. No.78 of 2006, in favour of her grandson RVS.Kiran, defendant in O.S.No.2043 of 2014 and plaintiff in O.S. No.3355 of 2014. In both these settlement deeds as well, Lakshmi Kanthamma retained a life interest and the property was to be taken by the respective settlees, absolutely after her lifetime.

(c) Both K.P.Chandra Rao and his wife, Lakshmi Kanthamma died. The properties allotted to Jayalakshmi and Poorna Nandini were rented out to tenants, Unit Trust of India, Sundar Timber and Plywood and National Hardboard and Plywoods. In view of rival claims by the landlords, the tenant Union Trust of India, refused to pay rent to S.P.Jayalakshmi and Poorna Nandini, which constrained RVS.Poorna Keerthi Padma to file Rent Control

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proceedings, for evicting Union Trust of India and National Hardboard and Sundar Timber and Plywood in RCOP. Nos.239 of 2013, 365 of 2013 RCOP.No.2396 of 2012. S.P.Jayalakshmi and Poorna Nandini came to know about the execution of the settlement deeds, registered on 03.08.2005, 12.01.2006 and 07.12.2006, only after demise of KP.Chandra Rao. Hence the suit has been filed for declaration and consequential injunction.

(d) Mr.K.P.Chandra Rao, had no right in the properties after execution of the settlement deeds in Doc.Nos.1055 & 1056 of 2002. The settlement deeds executed on 03.08.2005 in favour of his wife Lakshmi Kanthamma in Doc.Nos.1785 and 1786 of 2005 were also defective. The unilateral cancellation of settlement deeds is not valid in the eye of law. A decree has already been passed in O.S.No.5764 of 2007 and Lakshmi Kanthamma never questioned the execution of settlement deed by her husband Chandra Rao in favour of S.P.Jayalakshmi and Poorna Nandini. K.P.Chandra Rao himself revoked the cancellation of settlement deeds. The reliefs sought for by Poorna Keerthi Padma, RVS.Kiran and R.S.Sathvi are hopelessly barred by limitation. K.P.Chandra Rao, had no right to cancel the settlement deed in favour of S.P.Jayalakshmi and Poorna Nandini and all other settlement deeds are therefore consequently invalid. Hence, the suits.

10.Written statement filed by the Defendants in O.S.Nos.2048, 2242



and 2243, which is virtually the plaint in O.S.Nos.3100, 3354 and 3355 of 2014:

(a) K.P.Chandra Rao, had leased out the vacant land of 1154 sq.ft on the rear side of door no.268, Sydenhams Road, Choolai to his wife Lakshmi Kanthamma, together with a right to construction over the vacant land. Lakshmi Kanthamma apart from lease in her favour, also being the owner of 2016 sq.ft in Door.Nos.266 & 267, Sydenhams Road, constructed a superstructure, consisting of ground and four floors, viz., a built up area of 11,000 sq.ft.

(b) The relationship between the parties is admitted. K.P.Chandra Rao and Lakshmi Kanthamma were blessed with a son, Appa Rao and daughter, Poorna Keerthi Padma. SP.Jayalakshmi and Poorna Nandini are daughters of deceased son, Appa Rao. K.P.Chandra Rao, had purchased the property by way of two pieces of land under two different sale deeds, one being an extent of 3000 sq.ft, comprised in Survey No.1319/90, purchased vide sale deed dated 10.09.1958, in Doc.No.2223 of 1958 and another being an extent of 2125 sq.ft, comprised in Survey No.1319/91, purchased under sale deed dated 20.02.1959 in Doc.No.404 of 1959.

(c) Lakshmi Kanthamma was the absolute owner of the properties and which were assessed as Door Nos.266 & 267, Sydenhams Road, Choolai. Door No.266 is comprised in Survey No.1319/93 and measures 1008 sq.ft, Door No.267, is comprised in Survey No.1319/92 and measures 1008 sq.ft. Chandra

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Rao and Lakshmi Kanthamma purchased the above lands from K.P.Appa Rao, Lakshmi Kanthamma purchased the property under two sale deeds, Doc.No.214 and 215 of 1959, dated 29.01.1959. K.P.Chandra Rao, constructed five floors in Door No.268, Sydenhams Road, which is the plot measuring 3690 sq.ft providing 307 sq.ft of vacant land of the north western side of the plot on Nehru Timber market road side, providing access to the upper floors of the building constructed in Door No.268, Sydenhams Road, thus totalling in all, 3997 sq.ft with a vacant space of 1154 sq.ft on the south western side of the plot to the rear of Door Nos.266 & 267, Sydenhams Road. She also provided a passage area of 3' x 42' sq.ft on the eastern side in order to provide access to the upper floors of the said building.

(d) Subsequent to putting up construction, both Chandra Rao and Lakshmi Kanthamma were enjoying the property, absolutely by renting out the same. They intended to settle their properties to their grandchildren, reserving a life interest for themselves. K.P.Chandra Rao, in-order to provide his grand daughters S.P.Jeyalakshmi and Poornanandini, executed settlement deeds in Doc.Nos.1055 &1056 of 2002, in respect of a portion of the property at No.268, Sydenhams Road. Though Chandra Rao and Lakshmi Kanthamma had retained a life interest in order to enjoy the rental income accruing therefrom, they did not reserve any right of alienation. After execution of the above referred settlement deeds, both Chandra Rao and Lakshmi Kanthamma had



executed two separate Wills on 02.05.2003, bequeathing separate portions of their property to the grand children.

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(e) Their son Appa Rao, died on 07.11.2004, which necessitated the Wills to be modified. When Chandra Rao took legal advice, he came to know that there were certain defects in the settlement deeds executed in favour of S.P.Jeyalakshmi and Poorna Nandini and that Lakshmi Kanthamma was not made a party to the said settlement deeds. Therefore, Chandra Rao and Lakshmi Kanthamma decided to cancel the settlement deeds executed on 05.06.2002 and Chandra Rao, executed a settlement deed in favour of Lakshmi Kanthamma, in respect of 1134 sq.ft being the south western portion of the land, over which, Lakshmi Kanthamma had constructed superstructure as lessee in Door Now.266 & 267, Sydenhams Road. In order to get over the mistakes committed in the earlier settlement deeds, Chandra Rao executed two settlement deeds on 03.08.2005 in Doc. Nos.1785 & 1786 of 2005 and he also cancelled the settlement deeds executed earlier in Doc.Nos.1055 & 1056 of 2002, dated 05.06.2002, by registered revocation deeds, in Doc.Nos.72 & 73, on 12.01.2006, both on the file of the Sub Register Office, Periamet.

(f) With the fresh settlement deeds and revocation deeds, the discrepancies in ownership was set right and on 12.01.2006, Chandra Rao, executed a settlement deed in Doc. No.80 of 2006, in favour of Lakshmi Kanthamma and Jeyalakshmi, in respect of 1874 sq.ft of the north western side



in the first floor of Door No.268, Sydenhams Road, together with UDS of 370 sq.ft in 3690 sq.ft and another settlement deed in Doc. no.81 of 2006 in favour of Lakshmi Kanthamma and Poorna Nandini in respect of 1874 sq.ft north western side second floor at Door No.268, Sydenhams Road, together with UDS of 370 sq.ft in 3690 sq.Ft. Similarly, Lakshmi Kanthamma, on the same day, executed two settlement deeds in Doc. Nos.78 & 79 of 2006, in favour of Chandra Rao and RVS Kiran and Chandra Rao and RVS.Sathvi respectively, in respect of the southern end northern sides of the ground floor of the building constructed in Door no.266, Sydenhams Road, together with undivided share of 1396 sq.ft in 11,000 sq.ft respectively.

(g) Subsequently, Lakshmi Kanthamma executed another settlement deed in Doc. No.2953 of 2006 in favour of Chandra Rao and Poorna Keerthi Padma in respect of 4610 sq.ft inclusive of 2,010 sq.ft in respect of various portions for the building constructed in and over Door nos.266 & 267, together with undivided share of 4610 sq.ft in 11,000 sq.ft. Similarly, she executed a settlement deed in Doc. No.2954 of 2006 in favour of Chandra Rao and SP.Jeyalaksmi, in respect of 3170 sq.ft in the first floor of the building constructed over Door nos.266 & 267, together with undivided share of. 1160 sq.ft. She executed two further settlement deeds in Doc.nos.2955 & 2956 of 2006 in favour of Chandra Rao and Poorna Nandini and Chandra Rao and Poorna Gurunath respectively in respect of portions in the second floor and third



floor respectively together with undivided share 1160 sq.ft in 11000 sq.ft, 475 sq.ft by 11,000 sq.ft respectively in respect of an extent of 860 sq.ft in the fourth floor of the building constructed in Door Nos.266 & 267, Sydenhams Road, she executed a settlement deed in Doc. No.2957 of 2006 in favour of Chandra Rao and Poorna Anand, together with undivided share of 680 sq.ft in 11,000 sq.ft.

(h) Chandra Rao executed another settlement deed on 28.07.2007 in Doc. No.477 of 2007 in favour of Lakshmi Kanthamma and Poorna Anand, which was in respect of a Shop in the ground floor in Northern side measuring 1700 sq.ft, Eastern Side, first floor measuring 1542sq.ft and entire fourth floor measuring 3416 sq.ft and room measuring 370 sq.ft in the fifth floor, all situate at Door. No.268, Sydenhams Road, together with undivided share 1324 sq.ft out of 3690 sq.ft. He also executed another settlement deed on the same day in Doc.No.478 of 2007 in favour of Lakshmi Kanthamma and Poorna Gurunath in respect of the shop in the ground floor measuring 1556sq.ft, portions in the eastern side of the second floor measuring 1542 sq.ft, entire third floor measuring 3416 sq.ft, all, situate in Door no.268, Side Eldams Road, together with undivided share of 1284 sq.ft out of 3690 sq.ft. pursuant to all these settlements, both Chandra Rao and Lakshmi Kanthamma revoked their last Wills and testament.

(i) They have also furnished copies of all documents to the first settlees respectively. Settlers were in joint possession along with the settlors. Lakshmi



Kanthamma died on 21.12.2010 and Chandra Rao died on 01.06.2012, and with their demise, the settlees became the absolute owners of their respective properties. UTI Technologies Services Limited was occupying first and second floors as a tenant in respect of portions settled in favour of Poorna Keerthi Padma. The portions settled in favour of RVS.Kiran, was under the occupation National Hardboard and plywoods Agency, as a tenant inducted even during the lifetime of Lakshmi Kanthamma. After the demise of Chandra Rao, RVS.Kiran requested the said tenant to enter into fresh agreement, and as the tenant did not come forward, RVS.Kiran issued a legal notice on 27.07.2012 and thereafter filed RCOP. No.2396 of 2013.

(j) In the counter filed to the eviction petition, the tenant took a stand that even Poorna Anand and Poorna Gurunath have independently claimed that they also have 50% share in the property. In respect of the property settled in favour of grand daughter RS.Sathvi, the same was let out to Sundar Timber Plywood Private Limited, even during the lifetime of Lakshmi Kanthamma. After the demise of Chandra Rao, RVS.Sathvi, the settlee became the absolute owner and issued a notice 27.07.2012 and filed [RCOP.No.2396 of 2013](#). Even in the said rent control proceedings, the tenant took a stand Poorna Anand was also claiming rent and had contended that the settlement deed in favour of RS.Sathvi, is null and void. The son and daughter of Appa Rao, did not raise any objections at any point of time, regarding the settlement deed executed by



both Chandra Rao as well as Lakshmi Kanthamma and with malafide intention, after their demise, they have issued letters to the tenants denying title of Poorna Keerthi Padma, RVS.Kiran and RS.Sathvi.

(k) Settlement deeds in favour of Poorna Nandini and SP.Jeyalakshmi, have already been cancelled and in fact, the property settled in their favour did not even belong to Chandra Rao and therefore, he has no title to settle the property in the first place. The property admittedly belonged to Lakshmi Kanthamma, who had also put up construction and only upon realising the same, the settlement deed was cancelled. Poorna Nandini has filed a suit in O.S. No.5764 of 2007 against Chandra Rao to declare the revocation deed, executed by Chandra Rao, on 12.01.2006 as null and void. However, Poorna Nandini accepted the settlement deed in her favour subsequently, in Doc. No.81 of 2006. Poorna Nandini did not challenge the settlement deed dated 03.08.2005, executed by Chandra Rao in favour of Lakshmi Kanthamma. In the said suit, Chandra Rao was arrayed as a defendant and he had also filed his written statement. However, because of his advanced age, he did not contest the suit, which resulted in an ex-parte decree being passed on 06.04.2009.

(l) However, the settlement deed dated 05.06.2002 has been substituted with the settlement deeds dated 12.01.2006 and 07.12.2006 and hence, the decree in O.S.No.5764 of 2007, is rendered non est in the eye of law. Poorna Keerthi Padma applied for Encumbrance Certificate and found that the



settlement deeds were revoked and cancelled on 26.09.2008 in Doc.No.1974 and 1975 of 2008. In the said revocation deeds, Chandra Rao has stated that the earlier settlement deeds in favour of SP.Jeyalakshmi and Poorna Nandini cannot be cancelled as they have already taken possession of the property. In view of all these Poorna Keerthi Padma, RVS. Sathvi and RVS.Kiran have filed comprehensive suit in O.S.No.3100, 3354 & 3355 of 2014, to declare themselves to be the absolute owners of the property settled upon them under settlement deeds dated 12.01.2006 & 07.12.2006 and also to declare the settlement deeds dated 05.06.2002 in favour of SP.Jeyalakshmi and Poorna Nandini being non-est as well as the revocation deeds dated 26.09.2008 also to be null and void. Tenants who were impleaded as defendants in O.S. No.3354 of 2014.

11.Written statement filed by the tenants:

The tenants were impleaded as defendants in O.S. No.3354 of 2014 alone. They have filed the written statement stating that they are statutory tenants and that they are protected under the provisions of Tamil Nadu building and lease, Rent Control Act, Act 18 of 1960 and that they have not necessary parties to the suit.



12. Issues framed by the Trial Court:

(a) The Trial Court framed the following issues in O.S.Nos.2048, 2242 and 2243 of 2014:

1. Whether the suit is maintainable? (in all 3 suits)
2. Whether there is cause of action in the suit?
3. Whether the suit has to be dismissed under Or.7 Rule 5 of CPC (sic Order VII Rule 11 of CPC) and Order 2 Rule 2 of CPC?
4. Whether the plaintiffs are entitled to the relief of declaration as sought for?
5. Whether the plaintiffs are entitled for the relief of consequential Injunction as sought for?
6. To what other relief the plaintiffs are entitled to?

(b) Issues framed by the trial Court in O.S.No.3100 of 2014:

1. Whether the Judgment and decree dated 06.04.2009 passed in O.S.No.5764/2009 by XIII Assistant Judge, City Civil Court, Chennai is binding on the plaintiff?
2. Whether the plaintiff is entitled to the relief of declarations prayed by her?
3. Whether the suit is barred by limitation?
4. Whether the plaintiff is entitled to the relief of permanent injunction as prayed by her?
5. What other relief the plaintiff is entitled to?



(c) Issues framed by the trial Court in O.S.Nos.3354 and 3355 of
2014:

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1. Whether the plaintiff is the absolute owner of the suit property by way of the settlement deed dated 12.01.2006 executed by Lakshmikanthamma?

2. Whether the Judgment and decree dated 06.04.2009 passed in O.S.No.5769/2009 by XIII Assistant Judge, City Civil Court, Chennai is binding on the plaintiff?

3. Whether the plaintiff is entitled for the relief of declaration as prayed by him/her?

4. Whether the suit is barred by limitation?

5. Whether the plaintiff is entitled to the relief of permanent injunction as prayed by him/her?

6. To what relief the plaintiff is entitled to?

13. Trial:

R.V.Sathyanarayana was examined as P.W1, but however, his evidence was subsequently eschewed. No oral evidence was adduced on the side of the plaintiffs thereafter. Exs.A1 to A43 were marked, on the side of the plaintiff and on the side of the defendants, D.W.1, M.Sriram was examined and Exhibits B1 to B6 were marked on the side of the Defendants.



14.Decision of the Trial Court:

After analysing the pleadings, oral and documentary evidence available on record, the Trial Court dismissed O.S.Nos.3100, 3354 and 3355 of 2014 and decreed the remaining three suits in [O.S.No.2048, 2242 & 2243 of 2014](#). Aggrieved by the dismissal of the suits filed by the plaintiff and the decree granted in the suits filed by the defendants, all these six appeals are at the instance of children of Appa Rao viz., [RV.Sathvi \(A.S.Nos. 594 & 595 of 2024\)](#) [RVS.Kiran \(A.S.Nos.597 & 599 of 2024\)](#) and [R.Poorna Keerthi Padma \(A.S.Nos.596 & 598 of 2024\)](#).

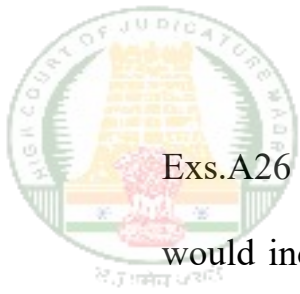
15.Arguments of the learned counsel for the appellant:

(a) Mr.A.Gunaseelan, learned counsel for the appellants, taking me through the facts, pleadings as well as the evidence adduced by the parties, would contend that the Trial Court has in the first place, not even framed the necessary issues in a proper manner and the same has resulted in erroneously decreeing of suits in O.S.Nos.2048, 2242 & 2243 of 2014 and dismissal of O.S.Nos.3100, 3354 & 3355 of 2014. Mr.A.Gunaseelan, learned counsel would further contend that the Trial Court has failed to apply equitable considerations, which has rendered the children born through the son Appa Rao, without any property ultimately. He would further state that the settlement deeds having already been executed, the same could not have been revoked subsequently,



which is settled position of law.

(b) The learned counsel for the appellant would further state that the Trial Court ought to have taken note of the fact that the dispute was only with regard to the property settled in favour of Poorna Nandini and SP.Jayalakshmi, children of Chandra Rao and Lakshmi Kanthamma vis-a-vis, the properties settled in favour of Poorna Keerthi Padma, daughter of Chandra Rao and Lakshmi Kanthamma and her children, Kiran and Sathvi. Mr.A.Gunaseelan, learned counsel for the appellant that the Trial Court should have placed itself in the shoes of the settlors, which would have thrown light on the real intention of the settlors to give properties to all their grandchildren, in a fair and equitable manner. He would further contend that the Trial Court should have read Ex.A7 and Ex.A8, settlement deeds dated 05.06.2002, A11 & A12, revocation deeds, dated 12.01.2006 as well as, Exs.A13 & A14, settlement deeds, dated 12.01.2006, all executed by Chandra Rao, Exs.A18 & A19, settlement deeds executed by Lakshmi Kanthamma, in a conjoint manner, which would have made clear the position that the beneficiaries Poorna Nandini and Jeyalakshmi were eventually settled with exactly the same portions that were settled in their favour in 2002 under Exs.A7 & A8. In fact, he would state that they were benefited with a slightly larger extent in the subsequent settlement deeds. On similar lines, he would state that the Trial Court should have read Exs.A11 and A12, revocation deeds, executed by Chandra Rao on 12.01.2006, together with



Exs.A26 & A27, cancellation deed, executed by him on 26.09.2008, which would indicate that Chandra Rao intended to validate Exs.A7 & A8 alone. He would therefore state that Poorna Nandini and Jeyalakshmi were not in any manner prejudiced by the actions of Chandra Rao and Lakshmi Kanthamma.

(c) Similarly, with regard to the documents executed by Lakshmi Kanthamma as well, Mr.A.Gunaseelan, learned counsel would state that all the documents should have been read harmoniously and the Court would have certainly come to the conclusion that the intention of the settlors, Chandra Rao and Lakshmi Kanthamma was to give all grand children benefit. Mr.A.Gunaseelan, learned counsel would therefore state that the settlement deeds dated 03.08.2005 in Exs.A9 and A10 were not sham and nominal documents and they were also not executed by mistake or oversight, but were in fact, executed only to clear the cloud over the title and with genuine intention, and the net effect of all the documents executed by Chandra Rao and Lakshmi Kanthamma, only gave benefits to all their grandchildren. However, taking advantage of multiple documents executed, the defendants are trying to take advantage and thereby deprive the appellants of any share in the suit property, which was never the intention of the grandparents.

(d) The learned counsel for the appellant would further submit that the suits filed by S.P.Jayalakshmi and Poorna Nandini, in O.S.Nos.2048, 2242 & 2243 of 2014 were hopelessly barred by limitation. Documents of the year

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2005 are challenged in the year 2014 and being registered documents,

Mr.A.Gunaseelan would contend that the date of registration of these documents, would be the starting point of limitation. He would also state that even in the written statement filed by Poorna Keerthi Padma, she had set out the circumstances, as to how she and her children Kiran and Sathvi came to know that the plaintiffs in O.S.Nos.2048, 2242 & 2243 of 2014 had knowledge of Exs.A9 & A10, even in 2006. Despite specific plea taken in the written statement, Mr.A.Gunaseelan, learned counsel would state that the Trial Court erroneously omitted to frame an issue with regard to limitation. In any event, referring to Sections 3 of Limitation Act, he would contend that this Court being a final Court of fact is entitled to frame an issue with regard to the said three suits being barred by limitation and decide the same, as according to Mr.A.Gunaseelan, no fresh pleadings or evidence is required to decide this issue. Mr.A.Gunaseelan, learned counsel would further state that the findings of the Trial Court that when Chandra Rao and Lakshmi Kanthamma were living together as husband and wife, under the same roof, constructions would not have been made by Lakshmi Kanthamma alone and that the properties have to be treated as joint family properties is totally erroneous and unsupported by pleadings and evidence.

(e) As an argument in demurer, Mr.A.Gunaseelan, learned counsel for the appellants would state that the Trial Court should have atleast allowed the



portion of the property belonging to Lakshmi Kanthamma in Door nos.266 & 267, Sydenhams Road, Choolai, Chennai -112, to be declared as the property of the plaintiffs sans the settlement deeds in Exs.A9 & A10, in exercise of equitable considerations. Mr.A.Gunaseelan, learned counsel has also relied on the following decisions in support of his contentions.

1.Kale and others Vs. Deputy Director of Consolidation and other, (1976) 3 SCC 119.

2.Dilboo (Smt) (Dead) by LR's and others Vs. Dhanraji (Smt) (Dead) and others, (2000) 7 SCC 702.

16.Arguments of the learned counsel for the respondents:

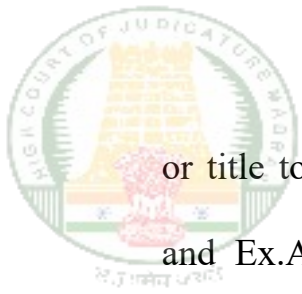
(a) Mr.M.Balasubramanian, learned counsel for the contesting respondents would submit that the Trial Court has rightly factored the evidence on record and decreed three suits in favour of the respondents and dismissed the suits filed by the appellants. He would further contend that Chandra Rao had purchased larger extent of land on 10.09.1958 under Doc. No.2228 of 1958 and put up construction of a ground and five floors building at Door No.268, north western side and ground plus two plus floors at Door Nos.266 &267, Sydenhams Road.

(b) Mr.M.Balasubramanian, learned counsel for the contesting respondents would contend that vide Exs.B2 and B3, Chandra Rao has settled



the portions of the superstructure and conveyed his share in the land in favour of the third respondent and fourth respondent in these appeals. The said settlement deeds, according to the learned counsel for the respondents have been acted upon with mutation of the assessment in the names of the settlees even in the year 2002. He would take me through the Ex.B2 series, and contend that after having settled the property under Ex.B2 and Ex.B3, Chandra Rao had no right to execute any settlement deed, much less, the settlement deeds in Doc. No.785 & 786 of 2005 in Exs.B4 and B5 in favour of his wife Lakshmi Kanthamma. He would further contend that the settlement in respect of vacant land for an extent of 567 sq.ft each, on which day, the property was admittedly not the absolute or independent property of Chandra Rao and defendants 3 & 4 had also become co-owners, which would necessarily involve their joining as well, in any alienation of undivided share in the total property. In this regard, the learned counsel for the respondents contend that Ex.B4 and Ex.B5 are void documents, and invalid and unenforceable.

(c) Mr.M.Balasubramanian, learned counsel for the respondents would further state that the construction is similar to flat construction and therefore, carving out possession of vacant land and alienation is not permissible. It is only based on the said invalid settlement deeds in Ex.B4 and Ex.B5, Lakshmi Kanthamma has proceeded to settle the property in favor of her daughter and grandchildren through the daughter. Lakshmi Kanthamma did not have any right



or title to execute the settlement deeds and therefore Exs.B4 and B5, Ex.A15 and Ex.A16 are all sham and nominal and not binding on the defendants, respondents 3 & 4. He would further state that Exs.A11 and A12 are unilateral cancellation deeds executed by Chandra Rao on 03.08.2005 and however as admitted by both parties, in Ex.A11, the unilateral cancellation deed dated 12.01.2006 was declared as not valid in O.S. No.5764 of 2007. In this regard, the learned counsel for the respondents would take me through Ex.A28, the decree in the said suit.

(d) Mr.N.Balasubramaniam, learned counsel for the contesting respondents would further submit that only pending the said suit in O.S.No,5764 of 2007, Chandra Rao realised his mistake and revoked the unilateral cancellation deed dated 12.01.2006, by executing revocation deeds in Ex.A26 and A27, both dated 26.09.2008. It is therefore the submission of the learned counsel for the respondent that the documents executed on 03.08.2005 by Chandra Rao, were invalid and consequently all the documents executed claiming right by Lakshmi Kanthamma under the settlement deeds dated 03.08.2005 are also invalid in law and unenforceable.

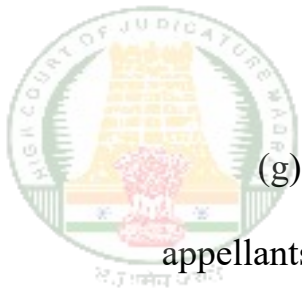
(e) Mr.M.Balasubramaniam, learned counsel for the contesting respondents would further state that there is absolutely no evidence on the side of the appellants. Taking me through the judgment of the Trial Court, the learned counsel for the respondent would submit that though

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Mr.Sathyannarayana, was not even a party to the suit was examined as P.W.1 and marked Exs.A1 to A43 and he was cross examined in part, with no further opportunity being made available to the respondents to confront P.W.1 with regard to most of the Exhibits and therefore his evidence in chief, was not even tested in toto and consequently, the appellants cannot rely on Exs.A11 to A43. He would further state that even with regard to Exs.A1 to A10, P.W.1, did not lend any support to these documents as he had stated that only for the purposes of collecting rents from the properties suits have been filed.

(f) He would further bring to my notice that an application was taken out to eschew the evidence of P.W.1, Satyanarayana, however the Trial Court dismissed the application, after enquiry. The said order has become final and thereafter, the appellants have not chosen to examine anybody on their side. He would therefore state that there is absolutely no evidence available on the side of the appellant and for the failure of the appellant to get into the witness box and prove their case, the appeals have to necessarily fail. Mr.M.Balasubramanian, learned counsel would further contend that D.W.1, in the course of his examination has filed a rough sketch showing the lay out of the entire property which would clearly evidence that the land on which, two flats have been settled vide Ex.B2 & B3, by Chandra Rao, in favour of Lakshmi Kanthamma was without any right or entitlement to execute the said settlement deed.



(g) Mr.Balasubramanian, learned counsel would further state that the appellants who are plaintiffs in O.S. Nos.3100, 3354 & 3355 of 2014 are fully aware of the settlement deeds in Ex.B2 & Ex.B3, which were unilaterally cancelled only in the year 2006, which Unilateral cancellation has also been set aside at the instance of the 4th respondent in O.S. No.5764 of 2007.

(h) Mr.Balasubramanian, learned counsel relying on Ex.A28, the decree in O.S. No.5764 of 2007 would also contend that the decree was passed on 06.04.2009 and even on the same day, the appellants were aware of the said decree and they have chosen to approach the Court five years later, only in the year 2014. Consequently, he contends that the suits in O.S.Nos.3100, 3354 & 3355 of 2014 are hopelessly barred by limitation.

(i) Mr.Balasubramanian, learned counsel would further contend that the settlement deeds executed in 2005, without declaring the earlier settlement deeds of the year 2002 are void and not binding.

(j) As regards harmonious reading of documents, as contended by Mr.Balasubramanian, learned counsel states that the documents are all independent and distinct documents spread across the years 2002 to 2006 and therefore, there is no questions of any harmonious construction or reading the documents together, as contended by the learned counsel for the appellants.

(k) He would further state that even the United Trust of India/tenant



against whom, Poorna Keerthi Padma, appellant in A.S.Nos.596 and 598 of 2024, initiated eviction proceedings, handed over possession only to these respondents and even the RCOP was dismissed for non prosecution.

(l) He would further state that the respondents have filed a suit for recovery of arrears of rent and the same has also decreed in their favour and therefore, the self-serving claims that the daughter Poorna Keerthi Padma is in possession and enjoyment is absolutely frivolous and vexatious. Even in respect of the other tenants, National Hardboard Plywoods Agency and Sundar Timber Plywood, the said tenants have filed application under Section 9 of the Tamil Nadu Buildings (Lease and Rent Control) Act, in view of the rival claims and therefore, the settlees cannot claim to be the landlords, and thereby owners.

(m) He would however states that it is only the respondents 1 to 4 who have been paying the property taxes for more than 13 years and in view of the frivolous claims made by the appellants, the tenants have taken advantage of the situation by either withholding huge arrears or by depositing rents into Court, depriving the respondents of their legitimate entitlement. Mr.Balasubramanian, learned counsel has relied on the following decisions in support of his contentions..

(i) *Union of India Vs. Ibrahim Uddin and Another*, reported in (2012) 8 SCC 148; and

(ii) *Basavaraj Vs. Indira and Others*, reported in 2024 INSC 151.



17. I have carefully considered the submissions advanced by the learned counsel on either side. I have gone through the decisions relied on by both sides and also gone through the pleadings, oral and documentary evidence available on record.

18. Points for considerations:

On consideration of the arguments, I frame the following points for consideration.

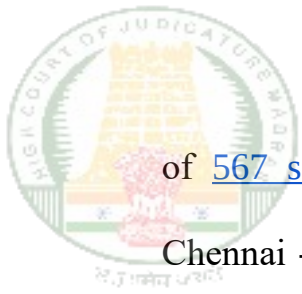
(i) Whether the respective suits filed by the appellant and respondents were barred by limitation?

(ii) What is the effect of various documents executed, pursuant to the first set of settlement deeds executed on 05.06.2002 in Ex.B2 & Ex.B3?

(iii) Whether the appellant and the respondents were entitled to the respective reliefs as prayed for them?

19. Points 2 and 3:

The relationship between the parties is admitted all round. The execution of documents in Exs.B2 & B3, on 05.06.2002, by Chandra Rao in favour of respondents 3 and 4 in respect of constructed area in Door No.268, Sydenhams Road, Choolai, Chennai -112, together with undivided share in the total lands is also admitted. However, three years later vide Ex.B4 and B5, Chandra Rao executed settlement deeds in favour of his wife, Lakshmi Kanthamma in respect



of 567 sq.ft vacant land each at Door No.268, Sydenhams Road, Choolai, Chennai -112. Based upon the settlement in her favour, Lakshmi Kanthamma,

proceeded to execute settlement deed on 07.12.2006, in favour of one of the appellants, Poorna Keerthi Padma. However, prior to the said settlement in Ex.B6, Chandra Rao himself on 12.01.2006 vide Exs.A11 & A12, cancelled the settlement deeds dated 03.08.2005 executed by him in favour of his wife, Lakshmi Kanthamma. On the same day, on 12.01.2006, Lakshmi Kanthamma executed settlement deeds in favour of her grandson, Kiran and grand daughter,

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Sathvi. The 4th respondent filed O.S.No.5764 of 2007, challenging the unilateral cancellation executed by Chandra Rao, cancelling Exs.B2 & B3. The said suit was decreed on 13.09.2007 and in fact, subsequent to the decree, Chandra Rao, executed Exs.A26 & A27, revocation deeds revoking the unilateral cancellation deeds dated 12.01.2006 as well. It is in this backdrop, the parties have filed respective suits to declare their rights and interest in the suit property and incidentally, to declare the respective documents which are put in the way of their legitimate ownership and enjoyment of various portions of the property.

20. Lakshmi Kanthamma and Chandra Rao are wife and husband. They were blessed with a son by name Appa Rao and a daughter by name, Poorna Keerthi Padma. The respondents in these appeals are the legal heirs of Appa



Rao. The appellants are the daughter Poorna Keerthi Padma and her children.

The property comprised in Door No.268, at the hands of Chandra Rao is admitted. He has purchased the property, in and by sale deed dated 10.09.1958.

He put up construction of stilt plus five floors in the said building and stilt plus two floors in the adjoining property bearing Door Nos.266 & 267. At the earliest instance Chandra Rao, executed settlement deeds on 05.06.2002 vide Ex.B2 and B3 in respect of Door No.268, Sydenhams Road, Choolai, Chennai -112. The settlees are the legal heirs of the son, Appa Rao. By their evidence especially, Ex.B7 series, the defendants 3 & 4 have established that the settlement deeds have been given effect to and the respective settled portions have been assessed in their individual names and they have been paying property taxes ever since. Thus, there is no difficulty in holding that the said Settlement Deeds have been duly acted upon.

21. It is in this backdrop, it should be seen whether Chandra Rao had any right to execute settlement deeds in Exs.B4 & B5, in favour of his wife Lakshmi Kanthamma. Both Exs.B4 & B5 are in respect of vacant land for an extent of 567 [sq.ft each, comprised in Survey No.1319/90. Both these extents of 567 sq.ft land are pertaining to the property at Door No.268, Sydenhams Road, Choolai, Chennai -112.](#) On the date of the settlement deeds viz., 03.08.2005 a building comprising of ground and five floors had already come up at Door No.268,

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Sydenhams Road. Exs.B2 & B3, settling undivided share of land together with constructed portions in the superstructure have also been executed in favour of the respondents 3 & 4.

22.In this regard, Mr. Balasubramanian, learned counsel for the respondents would vehemently contend that once the property has been developed, though it has been within the family, the concept of flat system would come into play and the original owner would cease to have any right to settle any portion of the land, much less, vacant land in favour of any third party, including his wife. I find force in the said submission. Once the property has been developed and new co-owners are inducted, either by way of sale or settlement, and in the present case, the settlees also being given undivided shares in the land, the total lands become impartible and there was no occasion for any of the co-owners individually thereafter, to deal with the property separately. Therefore, the execution of the settlement deeds in Exs.B3 & B4, that too, far vacant land of 567 [sq.ft each under these two documents is clearly invalid in the eye of law. I have also perused Exs.B3 & B4. I find that the settlement is not even in respect of an undivided share of land but pertains to 567 sq.ft of vacant land each under these documents. Therefore, the settlement deeds are clearly not valid in the eye of law, leave alone being binding on the other co- owners viz., the respondents 3 & 4. Once these two documents are](#)



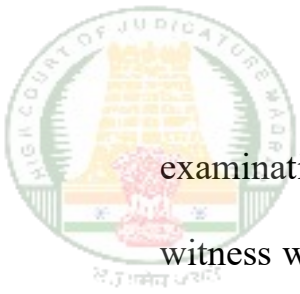
held to be invalid, then the consequent alienations or encumbrances effected by the settlee, wife, Lakshmi Kanthamma would also consequently fall to the ground. It is only on the strength of Exs.B4 and B5, that Lakshmi Kanthamma has settled the property in favour of her daughter and daughter's children vide Exs.B6, A15 and A16. Once it is found and held that Chandra Rao, himself had no right to execute the settlements in Exs.B4 and B5, consequently Ex.B6 A15 & A16 have also invalid and cannot bind the respondents 3 & 4.

23. Even though Chandra Rao, after having executed Exs.B2 and B3, unilaterally proceeded to cancel the same on 03.08.2005 under Exs.B4 and B5, which have been marked as Exs.A11 and Ex.A12, the said unilateral cancellation of these documents was challenged by the fourth respondent in O.S.No.5764 of 2007. The suit was decreed on 06.04.2009. The decree has also been exhibited as Ex.A28. Even though there was an ex-parte decree, subsequent to the decree Chandra Rao, himself revoked the unilateral cancellation deeds dated 12.01.2006 by executing revocation deeds on 26.09.2008, vide Ex.A26 & Ex.A27. In the light of the said documents having been executed by Chandra Rao himself, subsequent to the decree in O.S.No.5764 of 2007, it only confirms the intention of Chandra Rao that he did not actually intend to unsettle Ex.B2 and B3, settling various portions of the property at Door No.268, Sydenhams Road, Choolai, Chennai -112, in favour of



respondents 3 and 4. Though the appellants have sought for substantial reliefs of declaration of title as well as seeking to declare deeds of settlement as null and void, declare revocation deeds as null and void as well and also to declare the judgment and decree in [O.S.No.5764 of 2007](#) as null and void, none of the appellants have even chosen to enter the witness box to lead oral evidence. One, Satyanarayana was examined on their behalf as P.W.1 and through P.W.1, exhibits A1 to A43 were marked. The said Satyanarayana presented himself for limited cross examination alone as can be seen from the deposition. The suit was adjourned for cross examination of the said Satyanarayana, P.W.1, after the learned counsel for the defendants had dealt with documents upto Ex.A10 alone, the said Satyanarayana did not appear subsequently and make himself available for cross examination.

24. The plaintiff himself took out an application to eschew the evidence of Satyanarayana. The said application was strongly opposed by the respondents and the Trial Court dismissed the said application. The said order was not taken up on appeal/revision, by the appellants and consequently, the said order has also become final. Thus, there is virtually no evidence on the side of the appellants. Even P.W.1, who is neither a plaintiff nor a defendant in any of the six suits was examined in chief and though as many as 43 documents were filled, on account of his not being subjected to full and elaborate cross



examination, the respondents have also lost an opportunity to confront the witness with regard to most of the exhibits especially from Exs.A11 to Ex.A43.

I therefore find merit in the submissions of Mr.Balasubramanian, learned counsel. No credence can be given to the evidence of Mr.Satyanarayana, the husband of the Poorna Keerthi Padma and the chief examination has to be discarded in toto, or at least insofar as the part of it which pertains to Ex.A11 onwards. In suits for declaration of right, title and interest, the burden is certainly on the plaintiffs who approach Court, to establish their case. Merely by filing a suit, placing reliance on the plaint averments and suit documents, the plaintiff cannot expect the Court to grant a decree. The plaintiffs have to lead satisfactory oral and documentary evidence to establish their claims and contentions and also get over any of the documents that are exhibited on the other side, before becoming entitled to a decree as prayed for. As discussed herein above, none of the plaintiffs have chosen to enter the witness box to prove their case and the only witness examined as a common witness in all their three suits has also not made himself available for full cross examination. Therefore, it has to be necessarily held that the appellants/plaintiffs have miserably failed to establish their case and they are not entitled to any decree.

25. Further as rightly found by the Trial Court though Chandra Rao had settled an extent of 567 [sq.ft \(27x21 feet\)](#) at Door Nos. 266 & 267 respectively,



Sydenhams Road, Choolai, Chennai -112, under Ex.A9 & A10, under Ex.A2, Chandra Rao had purchased property only at Door No.268, Sydenhams Road and not the property in Door Nos.266 and 267, Sydenhams Road. Therefore, even from this angle, the settlement in favour of Lakshmi Kanthamma cannot be held to be valid and binding, even assuming the settlement under Ex.A9 & A10, without admitting for a moment, the legality of the said document can be only in respect of Door No.268, Sydenhams Road. In view of the foregoing discussion, when the property had already been subject to development and alienation by way of undivided share, without the involvement of the other co- owners, Chandra Rao could not have executed settlement deeds in respect of bounded extent of 567 [sq.ft in favour of his wife](#). Therefore, I do not find any infirmity or perversity in the findings arrived at by the Trial Court dismissing the suits filed by the appellants/plaintiffs and decreeing the suits filed by the respondents. Further the settlement deeds in Exs.B2 and B3 have been acted upon and one of the tenants have already handed over the possession only to the respondents. Further the respondents have been paying property taxes, in the names of the settlees, as evidenced by Ex.B2 & B3, ever since the date of settlement. Therefore, once the property had been settled under Exs.B2 & B3, Chandra Rao did not have any right to unilaterally cancel the settlement deeds,. In any event by his own conduct, subsequently, he has revoked the unilateral cancellation deeds as well. That apart, the decree in O.S. No.5764 of 2007 also set aside the



unilateral cancellation too. For all the above reasons, I do not find any infirmity or perversity in the first appeal. Points 2 and 3 are answered against the appellants.

26. Point No.1:

Regarding limitation, no doubt, it has been contended by the learned counsel for the appellants, Mr.A.Gunaseelan, that when a specific plea has been raised with regard to the plea of limitation, the Trial Court has not even framed an issue of limitation. The question of limitation is a mixed question of fact and law. However, in the present case, there is absolutely no evidence on the side of the appellants. In this regard, I have already elaborately discussed, the value of the evidence adduced by the son in law of Chandra Rao and Lakshmi Kanthamma, one Mr.Satyanarayana. I have already found that his evidence is of no value and cannot be looked into by the Court. In fact, in his cross examination, he has not even been able to state what are the claims made by the plaintiff and the reliefs sought for. He deposed as if the suits have been filed to recover rents from the tenants in the property, pursuant to the settlement deeds executed in favour of his wife and children. There is no evidence with regard to the date of knowledge or other relevant circumstances which would be absolutely necessary to decide the question of limitation. It is contended by Mr.A.Gunaseelan that three suits have been filed by the respondents in 2014,



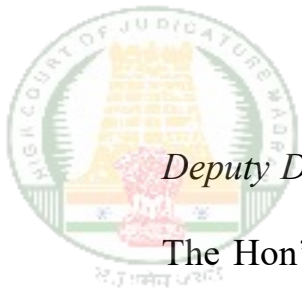
challenging the documents of the year 2005. In this regard, he has also taken me through the relevant portions to impute knowledge on the respondents/ plaintiffs in O.S. Nos.2048, 2242 and 2243 of 2014, that they had knowledge of E.A9 & A10, even in the year 2006. It is therefore, the contention of Mr.A.Gunaseelan, learned counsel that the three suits seeking to declare the document of the year 2005 is clearly and hopelessly barred by limitation. He has relied on the decision of the Hon'ble Supreme Court reported in 2000 SCC Vol.7, 702 in this regard, he has also relied on *Dilboo (Smt) (Dead)'s* case (referred herein supra).

27. The Hon'ble Supreme Court held that limitation would run from the date of knowledge of the plaintiff of the transfer which is challenged in the suit and that it is for the plaintiff to establish that the suit is within time. Under Article 58 of the Limitation Act, a relief of declaration will have to be necessarily filed within three years from the date on which, right to sue first accrues. It is however, settled law that when the suit is filed for declaration with a consequential relief of permanent injunction and the plaintiff asserts that he is the owner and he is in exclusive possession of the disputed property, then the starting point of limitation, would only be the date on which the title and possession of the plaintiff is actually threatened by the plaintiff. In fact, I find that in all the suits, O.S.Nos.2048, 2242 and 2243 of 2014, the reliefs sought for are identical. Mr.Balasubramanian, learned counsel has also raised the issue of



limitation with regard to the three suits filed by the appellants. One thing is clear. Disputes have arisen only after the demise of the parents/grandparents viz., Chandra Rao and Lakshmi Kanthamma and when it came to claiming the rents after the demise of Chandra Rao, Rent Control petitions were filed by both the landlords as well as the tenants. This has necessitated the parties to approach the civil court to establish their respective claims in the suit property. Therefore considering these aspects, both the sets of suits cannot be held to be barred by limitation. In fact, the trial court also, while answering the issue of limitation, insofar as the present appellants are concerned held that the suits are in time as relief of declaration of title to the suit property has been sought for and that the suits have been filed when a threat has arisen to such title and therefore, the same analogy would apply equally to the suits filed by the respondents as well. Therefore, I do not see that the suits are barred by limitation as contended by the learned counsel, Mr.A.Gunaseelan.

28. Lastly, learned counsel Mr.A.Gunaseelan, stated that taking equity into consideration, all the documents will have to be read together to come to a conclusion that the actual intention of the grandparents/ parents was to give the grand children on both sides, that is through son Appa Rao, as well as daughter, Poorna Keerthi Padma, shares in the suit property. In this regard, reliance is placed on by the decision of the Hon'ble Supreme Court in *Kale and others vs.*



Deputy Director Consolidation and others, reported in (1976) 3 SCC page 119.

The Hon'ble Supreme Court held that family arrangements are governed by a special equity peculiar to themselves and should be enforced, if honestly made and that the object of family arrangement is to protect the family from long drawn litigation and perpetual strife, which mark the unity and solidarity of the family and not create hatred and bad blood between the various members of the family. However, I do not see how this decision can be pressed into service to the facts of the present case. Admittedly, the parents Chandra Rao and Lakshmi Kanthamma did not choose to enter into any such family arrangement in order to settle their properties in a particular manner. The problems have arisen only account of Chandra Rao having initially settled the property to his grandchildren and thereafter unilaterally proceeding to cancel the same, besides also settling a portion of the property in favour of his wife, without any right to execute such settlement deeds and based on the said settlement deed, his wife Lakshmi Kanthamma proceeded to settle the portions of the property in favour of her daughter and grandchildren through her daughter. Therefore, I do not see how all documents will have to be read harmoniously, as if it is part and parcel of one family arrangement and thus, I am unable to countenance the arguments of the learned counsel Mr.A.Gunaseelan, in this regard. In fact, Mr.M.Balasubramaniam, learned counsel for the respondents would also bring to my notice that the daughter has been given a very valuable property in



Radhakrishnan Salai and that she is in absolute enjoyment of the same.

Therefore, even from this angle, I do not see how the concept of a family arrangement can be imported into the facts of the present case in order to apply the ratio laid down by the Hon'ble Supreme Court. Point 1, is answered accordingly.

29. Result:

In fine, the Appeal Suits are dismissed. However, considering the relationship between the parties, there shall be no order as to costs. Connected Civil Miscellaneous Petitions are closed.

06.02.2026

Neutral Citation Case : Yes

Speaking order

Index : Yes

rkp

To

The III Additional Judge, City Civil Court, Chennai.



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P.B.BALAJI.J,

rkp

Pre-delivery judgment made in
A.S.Nos.594, 595, 596, 597, 598 & 599 of 2024
& CMP.Nos.18455, 18459, 18465, 18466,
18467, 18478, 18479, 18480 & 18482 of 2024



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