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Order QR

IN THE HIGH COURT OF JUDICATURE AT MADRAS

RESERVED ON : 29.09.2026
PRONOUNCED ON : 03.11.2026

CORAM:

THE HONOURABLE DR. JUSTICE A.D. MARIA CLETE

C.S. No. 566 of 2015 & Tr.C.S. Nos. 656 & 657 of 2018

Case QR

C.S. No. 566 of 2015:
CNR: {HCMA010355162015}

1. K.A.Velayutham (Deceased)
   S/o.Karavattu Ayyappan, No.17, Balakrishnan Road, Mylapore, Chennai-600 004.

2. K.V.Sukumar
   Proprietor, Ambika Appalam Depot,
   No.17, Balakrishnan Road, Mylapore,
   Chennai-600 004.

   (2nd Plaintiff is already on record and recorded as Legal Heirs of the deceased 1st Plaintiff as per order date 15.12.2021 on Memo).

..Plaintiff(s)

Vs

1. K.V.Vijayaraghavan (Deceased)
   S/o.K.A.Velayutham,

2. Ambika Appalam Company
   Rep., by its Partner K.V.Vijayaraghavan,
   1 & 2 having business at No.4, Dr.Nair Road,
   T.Nagar, Chennai-600 017.

3. K.V.Vyas
   S/o K.V.Vijayaraghavan,

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Grand S/o.K.A.Velayutham,

4. Mrs.R.N.Jaya
W/o.K.V.Vijayaraghavan,
3 & 4 having business at No.4,(Old No.25)
Dr.Nair Road, T.Nagar, Chennai-600 017.

(3rd and 4th defendants are already on record and recorded as Legal Heirs of the deceased 1st defendant as per order dated 15.12.2021 on Memo).

..Defendant(s)

PRAYER: (a) for declaration that the dissolution of partnership dated 01/04/1992 pertaining to the 2nd defendant firm Ambika Appalam Company comes into effect from 06/04/2010 onwards;

(b)for declaring that the alleged deed of retirement partnership of the 2nd defendant firm dated 14.06.2010 is sham and nominal and not binding on the plaintiffs in any way;

(c)for declaring that the 2nd plaintiff is the absolute owner of 4 ½ grounds land and building bearing premises No.4 (Old No.25) Dr.Nair Road, T.Nagar, Chennai – 600 017 more fully set out in the schedule hereunder;

(d) for directing the defendants herein to hand over the vacant possession of 4 ½ grounds together with building including the orignal documentsof title to the plaint schedule property;

(e)for cost of the suit;

For Plaintiff(s): M/s.Rajesh Ramanathan
S.Sriraman
S.Diwakar
S. Rishab Narayanan

For Defendant(s): Mr.N.Kannan for
Mr.S.Nambi Arooran.

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Tr.C.S. No. 656 of 2018:
CNR: {HCMA013467602018}

Case QR

M/s.Ambika Appalam Company
Rep.by its Partner, K.V.Vyas,
No.4, Dr.Nair Road, T.Nagar, Ch-17

..Plaintiff(s)

Vs

1.K.A.Velayutham (Deceased)
No.7, Balakrishna Street, Mylapore, Ch-4

2.K.V.Sukumar
No.7, Balakrishna St. Mylapore, Ch-4

3.The Sub Registrar
T.Nagar, Registration Office, Saidapet, Ch-15

4.Mrs.R.N.Jaya
W/o.Late Mr.K.V.Vijayaraghavan,
No.4, Nair road, T.Nagar, Chennai – 17.

5.Mr.K.V.Vyas,
S/o.late Mr.K.V.Vijayaraghavan,
No.4, Nair road, T.Nagar, Chennai – 17.

6.Mrs.Varsha Viji,
D/o.Late Mr.K.V.Vijayaraghavan,
W/o.Abilesh Joshi, Thrissur, Kerala.

7.Mrs.V.S.Radhalakshmi,
W/o.late Mr.Srinivasan,
Vallathuparqambil (PO)
Karuvannur, Irijalakuda, via, Thrissur,
Kerala.

8.Mrs.K.V.Mallika,
W/o.Dr.V.K.Viswambharan Appasamy Towers,
B-16, Thyagaraya Road, T.Nagar, Ch-17.

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(8th defendant is given up as per order dated 16.12.2024 in C.S.Nos.566/2015, 656 and 657 of 2018 and time extended as per order dated 05.02.2025 and 12.02.2025)

9.Mrs.K.V.Ambica,
W/o.Dr.T.D.Muraleedharan, Thekkethara House,
Plot No.155, Hill Gardens, Kuttanellore (Po),
Thrissur, Kerala State.

Case QR

(Defendants 4 to 9 are brought on record as Legal Heirs of the deceased 1st Defendant as per order dated 18.11.2021 in A.No.3614/2021).

..Defendant(s)

PRAYER: (a) declaring that the Deed of Settlement company bearing Doc. No. 248 of 2011 registered at the office of Sub Registrar, T.Nagar as void as against the plaintiff firm

(b)direct the registry of this Court to send a copy of the decree to the Sub-Registrar of the Registration Department, T.Nagar.

(c)direct the Sub-Registrar of Registration Department of T Nagar to make a note against the settlement deed dated 17.11.2011, bearing Doc.No.2482 of 2011 as cancelled.

(d)award the cost of the suit.

For Plaintiff(s): Mr.N.Kannan for M/s.S.Nambi Arooran

For Defendant(s): Mr.Rajesh Ramanathan for D2.
D1 – deceased.
D3 – set exparte
D8 – given up.
D4 to D7,D9 – No appearance.

Tr.CS No. 657 of 2018 :
CNR: {HCMA013467612018}
1.K.A.Velayutham (DECEASED)

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S/o.Karavattu Ayyappan, No.17, Balakrishnan Road, Mylapore, Ch-4.

2.K.V.Sukumar,
No.17, Balakrishnan Road, Mylapore,
Chennai - 600 004.

(2nd Plaintiff is brought on record as LR of the Deceased sole plaintiff as per order dated 18.11.2021 in A.No.3484/2021).

..Plaintiff(s)

Vs

1.K.V.Vijayaraghavan (Deceased)
S/o.K.A.Velayutham, No.4, Dr.Nair Road,
T.Nagar, Ch-17

2.R.N.Vijaya,
W/o.K.V.Vijayaraghavan,

3.K.V.Vyas,
S/o.K.V.Vijayaraghavan,
Defendants 2 & 3 are residing at
No.4, Dr.Nair Road, T.Nagar, Chennai - 600 017.

(Defendants 2 and 3 are brought on record as L.R of the Deceased sole defendant as per order dated 18.11.2021 in A.No.3481/2021).

..Defendant(s)

PRAYER: (a) for declaration, declaring that the settlement deed dated 07/05/2008 executed by the plaintiff on false assurances in favour of the defendant which was registered as Doc.No.594/2008, before the S.R.O. Triplicane, Chennai as null and void;

(b) for cost of the suit;

For Plaintiff(s): M/s.Rajesh Ramanathan (1294/95)

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S.Sriraman (106/2001)
S.Diwakar (1069/2009)
S. Rishab Narayanan (1958/2019)

For Defendant(s): Mr.N.Kannan for
M/s.S.Nambi Arooran

C O M M O N J U D G M E N T

The dispute in all three suits is between the members of the family of late K.A.Velayutham in relation to the properties and affairs of M/s.Ambika Appalam Company, a partnership firm. K.A.Velayutham was the father of K.V.Sukumar and K.V.Vijayaraghavan, who are brothers. K.V.Vijayaraghavan died during the pendency of the proceedings, and his wife R.N.Jaya and son K.V.Vyas are parties to the suits. K.A.Velayutham also died during the pendency of the proceedings, and K.V.Sukumar, who was already a party, has been recorded as his legal representative. The dispute principally concerns the alleged dissolution of the partnership firm, the ownership of the property situated at Dr.Nair Road, T.Nagar, Chennai, and the validity of the settlement deeds executed by K.A.Velayutham in favour of his sons.

2. C.S.No.566 of 2015 has been filed by K.A.Velayutham and K.V.Sukumar against K.V.Vijayaraghavan, M/s.Ambika Appalam Company and others, seeking a declaration that the dissolution of the partnership firm under the deed dated 01.04.1992 came into effect from 06.04.2010, a declaration that the deed of retirement dated 14.06.2010 is sham and nominal and not binding on the plaintiffs, a declaration that the second plaintiff is the absolute owner of 4½ grounds of land together with the building situated at No.4 (Old No.25), Dr.Nair Road, T.Nagar, Chennai, a direction to the defendants to deliver vacant possession of the said property along with the original title documents, and for costs.

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3. Tr.C.S.No.656 of 2018 has been filed by M/s.Ambika Appalam Company against K.A.Velayutham, K.V.Sukumar and others, seeking a declaration that the settlement deed dated 17.11.2011, bearing Document No.2482 of 2011, executed by K.A.Velayutham in favour of K.V.Sukumar, is void as against the plaintiff firm, a direction to the Registry to forward a copy of the decree to the Sub-Registrar, T.Nagar, a further direction to the Sub-Registrar to make an endorsement of cancellation against the said settlement deed, and for costs.

4. Tr.C.S.No.657 of 2018 has been filed by K.A.Velayutham against his son K.V.Vijayaraghavan, seeking a declaration that the settlement deed dated 07.05.2008, registered as Document No.594 of 2008 before the Sub-Registrar, Triplicane, Chennai, executed in favour of K.V.Vijayaraghavan on the alleged false assurances, is null and void and for costs.

5. Since the parties and the subject matter of the three suits are interconnected, by order dated 29.09.2023, this Court directed a joint trial, with the evidence to be recorded in C.S.No.566 of 2015. Accordingly, common evidence was recorded, and all three suits are taken up together for disposal by this common judgment.

Averments in C.S.No.566 of 2015:

6. The case of the plaintiffs is that the first plaintiff, K.A.Velayutham, along with his wife Thangam, established the business under the name "Ambika Appalam Depot" at Mylapore, Chennai, in 1948. Subsequently, the first plaintiff and his two sons, K.V.Sukumar and K.V.Vijayaraghavan, carried on the business as partners of the second defendant firm, M/s.Ambika Appalam

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Company. The second defendant firm acquired the suit schedule property measuring 6 grounds at Dr.Nair Road, T.Nagar, Chennai, under a registered sale deed dated 05.05.1976. According to the plaintiffs, the property was acquired by the first plaintiff as Kartha of the joint family in the name of the second defendant firm.

7. The plaintiffs contend that the second defendant firm was dissolved under a deed dated 01.04.1992 executed by all three partners in the presence of witnesses and a Notary Public. Under the said deed, 3 grounds of the suit property were allotted to the first plaintiff and the remaining 3 grounds were allotted equally to his two sons, besides permitting all three to use the trademark "Ambika Appalam" for their respective businesses. However, as a dispute concerning the suit property had arisen with one A.Sundari, the first defendant, who was entrusted with the legal affairs of the second defendant firm, advised that the dissolution deed should be kept in abeyance until the litigation was concluded. The second defendant firm instituted C.S.No.848 of 2000 against A.Sundari, which was decreed in its favour on 06.04.2010. The plaintiffs therefore claim that the dissolution deed dated 01.04.1992 came into effect from 06.04.2010.

8. It is further averred that, although the parties continued to conduct business separately from 1999, the first defendant retained custody of the original title deeds, partnership records and trademark documents of the second defendant firm. The first plaintiff subsequently executed settlement deeds in favour of the first defendant in respect of the properties at Fakkir Sahib Street, Triplicane, Ambika Nivas Lodge and his 3/4th share in the property at Balakrishna Road, Mylapore. Likewise, the first plaintiff executed settlement

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deeds in favour of the second plaintiff in respect of 3 grounds of the suit property at Dr.Nair Road, T.Nagar, in 2011 and one additional ground subsequently. According to the plaintiffs, out of the total extent of 6 grounds, the second plaintiff is entitled to 4 grounds under the settlement deeds and a further ½ ground from the remaining 2 grounds, thereby claiming a total extent of 4½ grounds, while the first defendant is entitled to the remaining 1½ grounds.

9. The plaintiffs further allege that the first defendant, taking advantage of the advanced age of the first plaintiff and the blank papers and stamp papers signed by the plaintiffs for conducting litigation, fraudulently created a deed of retirement dated 14.06.2010, purporting to show their retirement from the second defendant firm. According to them, the said deed does not provide for settlement of the outgoing partners' shares in the assets, liabilities, immovable properties or goodwill of the second defendant firm. They also allege that the first defendant subsequently reconstituted the second defendant firm with his wife and son and obtained registration of the trademark "Ambika Appalam" without disclosing the earlier dissolution or the plaintiffs' continued use of the mark.

10. The plaintiffs state that they became aware of these alleged irregularities following an article published in *The Hindu* on 01.09.2014. Thereafter, the second plaintiff issued a legal notice dated 07.10.2014, to which the first defendant replied on 10.11.2014, followed by a rejoinder dated 20.11.2014. According to the plaintiffs, the first plaintiff discovered the original dissolution deed dated 01.04.1992 among his records in February 2015. Consequently, a further notice dated 12.02.2015 was issued demanding possession of 4½ grounds of the suit property and the original title documents. In his reply dated

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25.02.2015, the first defendant initially admitted that the original title deeds, trademark records and partnership documents were in his custody, but subsequently stated that those documents were with the second defendant firm, of which his wife and son were also partners. The second plaintiff sent a rejoinder dated 25.03.2015. The plaintiffs further allege that the first defendant, through the reconstituted firm, instituted proceedings against a distributor of the second plaintiff at Bangalore, wherein he asserted rights over the copyright relating to "Ambika Appalam" and claimed to have originated the mark. According to the plaintiffs, the first defendant had obtained the copyright registration by suppressing the contributions and rights of the first plaintiff and the second plaintiff. The plaintiffs state that they proposed to initiate appropriate proceedings challenging the trademark and copyright claims of the first defendant. As the disputes remained unresolved, the present suit was instituted seeking the declarations and consequential reliefs stated above.

11. The defendants 1 to 4, in their written statement, deny the plaint averments except those specifically admitted. They admit that the first plaintiff established the business of manufacturing and selling appalams under the name "Ambika Appalam Depot" and that the plaintiffs and the first defendant were partners of the second defendant firm, M/s.Ambika Appalam Company. However, they deny that the first plaintiff purchased the suit schedule property as Kartha of the joint family. According to them, the entire extent of 6 grounds at Dr.Nair Road, T.Nagar, Chennai, was purchased in the name of the second defendant firm and belongs to it.

12. The defendants deny the execution and genuineness of the alleged dissolution deed dated 01.04.1992 and contend that it is a forged and fabricated

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document. They point out that, although the deed is dated 01.04.1992, the Notary Public affixed his signature and seal only on 21.09.1992. They further state that the deed itself provides for dissolution with immediate effect, whereas the plaintiffs claim that it came into effect only on 06.04.2010. According to the defendants, the dispute with A.Sundari arose only in 2000, and therefore there was no occasion to keep the alleged dissolution deed in abeyance from 1992 on account of that dispute.

13. The defendants further state that the second defendant firm continued to exist and carry on business after 1992. According to them, the plaintiffs and the first defendant executed a partnership deed dated 01.11.2000 and registered the second defendant firm, acknowledging its continued existence. The second defendant firm thereafter instituted C.S.No.848 of 2000 against A.Sundari before this Court, seeking a declaration of its title over the entire 6 grounds of the Dr.Nair Road property and consequential injunction. The defendants state that the second plaintiff himself signed and verified the plaint and participated in those proceedings without disclosing the alleged dissolution deed dated 01.04.1992. By judgment and decree dated 06.04.2010, this Court declared the second defendant firm as the absolute owner of the suit property. The defendants contend that the said decree has attained finality and that the plaintiffs cannot claim individual ownership contrary to the stand taken by them in the earlier proceedings.

14. The defendants deny that the first plaintiff divided the business establishments between his sons in 1999 or conferred separate rights upon them to use the trademark "Ambika Appalam". They also deny that the trademark was assigned in favour of M/s.Ambika Foods. According to them, the first plaintiff

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had no individual right to execute settlement deeds in respect of the property belonging to the second defendant firm. They contend that the settlement deeds executed in favour of the second plaintiff are invalid and do not confer any title upon him. They further state that the second defendant firm has challenged the settlement deed dated 17.11.2011 in O.S.No.5998 of 2015 before the City Civil Court, Chennai.

15. The defendants deny the allegation that the plaintiffs signed blank stamp papers which were subsequently misused by the first defendant. According to them, the plaintiffs voluntarily executed the deed of reconstitution of the second defendant firm, inducting the third and fourth defendants as partners, and subsequently executed the deed of retirement dated 14.06.2010 with full knowledge of its contents. They state that the changes in the constitution of the second defendant firm were duly intimated to the Registrar of Firms and registered in 2010. According to them, the first plaintiff retired on account of his advanced age and ill health after settling his shares among his sons, while the second plaintiff retired pursuant to a family arrangement.

16. The defendants further state that a valuable commercial property at Thrissur, Kerala, was acquired and developed using the funds of the second defendant firm in the joint names of the plaintiffs and the first defendant. According to them, as part of the family arrangement, the first defendant agreed to relinquish his interest in the said property in favour of the second plaintiff in consideration of the latter retiring from the second defendant firm. Accordingly, the first defendant executed two gift deeds dated 01.04.2002 in favour of the second plaintiff. The defendants therefore contend that the deed of retirement dated 14.06.2010 was voluntarily executed and is valid and binding upon the

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plaintiffs.

17. The defendants deny that the first defendant obtained registration of the trademark "Ambika Appalam" by fraud, suppression or misrepresentation. According to them, the registration was obtained in accordance with law, and the plaintiffs were aware of the reconstitution and retirement deeds from the dates of their execution. They deny that the plaintiffs came to know of these transactions only after the publication of an article in *The Hindu* on 01.09.2014. They also dispute the plaintiffs' claim of continuous use of the trademark and deny the allegations concerning the copyright relating to "Ambika Appalam".

18. As regards the original documents, the defendants deny that the first defendant was entrusted with blank stamp papers or that the original title deeds and partnership records were in his personal custody. According to them, the original title deeds, trademark records and partnership documents are in the custody of the second defendant firm. They also dispute the plaintiffs' claim that the dissolution deed dated 01.04.1992 was discovered only in February 2015, while simultaneously claiming that the same deed had been consciously kept in abeyance until 2010.

19. The defendants further contend that the suit is barred by limitation in respect of prayers (a) to (c). They also plead that the Partnership Deed, Deed of Reconstitution and Deed of Retirement contain arbitration clauses and that the plaintiffs have not resorted to the arbitration provisions contained in the said deeds before instituting the present suit. According to them, the suit is therefore not maintainable. They further contend that the suit is without cause of action, has not been properly valued and that sufficient court fee has not been paid. On

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these grounds, the defendants seek dismissal of the suit with costs.

20. The plaintiffs filed a reply statement denying the allegations in the written statement. In reply to the defendants' contention regarding the acquisition of the suit property, they state that the first plaintiff entered into an agreement of sale dated 13.10.1974 as Kartha of the Hindu Undivided Family, which is also referred to in the registered sale deed dated 05.05.1976. They further state that the dispute with A.Sundari commenced in 1990, when she sent real estate brokers and others to the suit property, resulting in police complaints and negotiations. According to the plaintiffs, the first defendant himself prepared the dissolution deed dated 01.04.1992, obtained the signatures of the parties and the Notary Public, and retained the original document. They also state that all the parties signed every page of the dissolution deed and dispute the allegation of forgery.

21. The plaintiffs further state that, although the second plaintiff signed and verified the plaint in C.S.No.848 of 2000, the first defendant alone instructed the counsel, conducted the proceedings and examined himself as P.W.1 on behalf of the second defendant firm. They contend that they never appeared before the Court in those proceedings and that the first defendant did not furnish them a copy of the judgment dated 06.04.2010. They also state that they were unaware of the registration of the partnership deed dated 01.11.2000 and did not possess a copy of the same.

22. As regards the deed of retirement dated 14.06.2010, the plaintiffs point out that their signatures are absent on its sixth and last page and that the deed does not disclose the settlement of the assets and liabilities of the outgoing

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partners. They further state that no public notice of retirement was issued as contemplated under the Partnership Act. With regard to the Thrissur property, they deny that it was acquired using the funds of the second defendant firm. According to them, the property was purchased using the funds of the second plaintiff, and the two gift deeds dated 01.04.2002 were executed by the first defendant out of natural love and affection. They contend that the said gift deeds had no connection with the alleged retirement in 2010 and that the retirement deed contains no reference to the Thrissur property.

23. The plaintiffs further allege that the first defendant, after jointly purchasing a property measuring one ground at Usman Road, T.Nagar, Chennai, with the second plaintiff, sold the same to Saravana Stores and retained the entire sale consideration. They also allege that the first defendant, after obtaining a power of attorney from the plaintiffs, sold the jointly purchased lands at Thanjavur to their family advocate, N.Kannan. They further state that the first defendant, after obtaining settlement deeds in respect of other properties, drove the aged first plaintiff out of the family residence at T.Nagar and took away the jewellery belonging to the first plaintiff's wife from the custody of his sister residing in Kerala.

24. The plaintiffs further state that, after the institution of the present suit, the first defendant instituted O.S.No.5998 of 2015 before the City Civil Court, Chennai, challenging the settlement deed executed in favour of the second plaintiff. The plaintiffs filed I.A.No.882 of 2016 under Section 10 of the Code of Civil Procedure seeking stay of the said suit, which was allowed on 10.01.2017.

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25. As regards the objections concerning limitation, arbitration and maintainability, the plaintiffs contend that they became aware of the alleged acts of the first defendant only after the newspaper publication dated 01.09.2014 and subsequently collected the relevant particulars before instituting the suit. They further state that the partnership records were in the custody of the first defendant and that he had not raised any plea regarding arbitration in the exchange of legal notices prior to the suit. According to them, the first defendant, having filed his written statement and contested the proceedings, cannot rely upon the arbitration clause. They also maintain that the suit is within limitation, that there is a valid cause of action and that proper court fee has been paid. They therefore seek a decree as prayed for, with costs.

Averments in Tr.C.S. No. 656 of 2018:

26. The plaintiff, M/s.Ambika Appalam Company, represented by its partner K.V.Vyas, has filed the suit stating that it is a registered partnership firm carrying on business at No.4, Dr.Nair Road, T.Nagar, Chennai. According to the plaintiff firm, the suit schedule property measuring 6 grounds belongs absolutely to it, having been purchased under a registered sale deed dated 05.05.1976, bearing Document No.531 of 1976, registered before the Sub-Registrar, T.Nagar. The plaintiff firm was registered under Registration No. 20000856 of 2000. Though there were subsequent changes in its partners, the name and nature of the business continued unchanged.

27. It is further averred that when one A.Sundari claimed ownership over the suit schedule property in 2000, the plaintiff firm instituted C.S.No.848 of 2000 before this Court seeking a declaration of title. By judgment and decree dated

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06.04.2010, this Court declared that the suit schedule property belonged absolutely to the plaintiff firm.

28. The plaintiff firm further states that the first defendant, K.A.Velayutham, who had already retired from the partnership, executed a registered settlement deed dated 17.11.2011, bearing Document No.2482 of 2011, in favour of the second defendant, K.V.Sukumar, in respect of 3 grounds, being one-half of the suit schedule property. According to the plaintiff firm, the first defendant had no individual right or authority to execute the said settlement deed, as the property belonged to the firm. It is specifically averred that no resolution was passed authorising the first defendant to execute the settlement deed and that he was not a partner of the firm on the date of its execution. The deed was executed in his individual capacity without the seal or authorisation of the plaintiff firm. The plaintiff further alleges that the settlement deed was executed at the instigation of the second defendant, causing injury and loss to the firm.

29. The plaintiff firm states that it came to know of the settlement deed through the second defendant's lawyer's notice dated 15.02.2015. It contends that the settlement deed dated 17.11.2011 is void as against the plaintiff firm and is liable to be cancelled under Section 31 of the Specific Relief Act, 1963. Accordingly, the plaintiff firm seeks a declaration that the settlement deed is void as against it, a direction to forward a copy of the decree to the Sub-Registrar, T.Nagar, and a further direction to make an endorsement of cancellation against the said settlement deed, together with costs and other consequential reliefs.

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30. The first defendant, K.A.Velayutham, filed a written statement denying the plaint averments and contending that the suit is not maintainable either in law or on facts. He states that he established the business under the name "Ambika Appalam Depot" in 1948 at Mylapore, Chennai, along with his wife Thangam, and subsequently carried on the business in partnership with his sons, K.V.Sukumar, the second defendant, and K.V.Vijayaraghavan, through whom the plaintiff firm instituted the suit. According to him, he acquired the suit schedule property measuring 6 grounds at Dr.Nair Road, T.Nagar, Chennai, as Kartha of the joint family, in the name of the plaintiff firm, under a registered sale deed dated 05.05.1976. He further states that, under the dissolution deed dated 01.04.1992 executed by all three partners, 3 grounds were allotted to him and 1½ grounds each to his two sons, besides permitting them to use the trademark "Ambika Appalam" for their respective businesses.

31. The first defendant further states that he and the second defendant entrusted the legal and trademark affairs of the plaintiff firm to K.V.Vijayaraghavan and signed various papers, including blank stamp papers, for conducting the litigation concerning the suit property. According to him, the dissolution deed dated 01.04.1992 was kept in abeyance on the advice of K.V.Vijayaraghavan until the dispute with A.Sundari was concluded. The plaintiff firm instituted C.S.No.848 of 2000 against A.Sundari, which was decreed on 06.04.2010. He states that K.V.Vijayaraghavan conducted the proceedings and deposed as P.W.1, while the second defendant signed the necessary documents. He further states that he believed K.V.Vijayaraghavan would complete the formalities for implementing the dissolution deed after disposal of the said suit.

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32. It is further averred that the business establishments were divided between the two sons in 1999, with two shops at Mylapore entrusted to the second defendant and three shops at T.Nagar to K.V.Vijayaraghavan. Both thereafter carried on business separately using the trademark "Ambika Appalam". The first defendant states that he executed settlement deeds in favour of K.V.Vijayaraghavan in respect of the property at Fakkir Sahib Street, Triplicane, Ambika Nivas Lodge, which he describes as belonging to the firm, and his 3/4th share in the property at Balakrishna Road, Mylapore. He subsequently executed settlement deeds in favour of the second defendant in respect of 3 grounds of the Dr.Nair Road property in 2011 and one additional ground thereafter. According to him, the second defendant is entitled to 4½ grounds, comprising 4 grounds under the settlement deeds and a further ½ ground out of the remaining extent, while K.V.Vijayaraghavan is entitled to 1½ grounds.

33. The first defendant further alleges that K.V.Vijayaraghavan, taking advantage of his advanced age and ill health, fabricated the deed of retirement dated 14.06.2010 by misusing the signed stamp papers entrusted to him. According to the first defendant, the said deed does not disclose the settlement of accounts or distribution of the assets, liabilities, immovable properties and goodwill of the plaintiff firm. He also alleges that K.V.Vijayaraghavan subsequently reconstituted the firm with his wife and son and obtained registration of the trademark "Ambika Appalam" by suppressing the earlier dissolution and the rights of the first and second defendants.

34. The first defendant states that these matters came to light following an article published in *The Hindu* on 01.09.2014. He further alleges that

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K.V.Vijayaraghavan and his family claimed exclusive rights over the trademark, although both sons had been separately using the mark in their respective businesses. The second defendant therefore issued a legal notice dated 07.10.2014, followed by an exchange of notices. According to the first defendant, the income from Ambika Nivas Lodge was utilised for meeting the expenses of the litigation against A.Sundari. He further states that he discovered a copy of the dissolution deed dated 01.04.1992 among his records in February 2015. A further notice dated 12.02.2015 was issued demanding delivery of the original title documents and possession of 4½ grounds of the suit property. According to him, in the reply dated 25.02.2015, K.V.Vijayaraghavan initially admitted custody of the original title deeds, partnership records and trademark documents, but subsequently stated that they were in the custody of the plaintiff firm. A rejoinder dated 25.03.2015 was thereafter issued.

35. The first defendant further states that he and the second defendant instituted C.S.No.566 of 2015 before this Court seeking declarations concerning the effect of the dissolution deed dated 01.04.1992, the invalidity of the retirement deed dated 14.06.2010 and the second defendant's title to 4½ grounds of the suit property. He therefore disputes the plaintiff firm's challenge to the settlement deed dated 17.11.2011 and seeks dismissal of the present suit with costs.

36. The second defendant has filed a separate written statement adopting the written statement of the first defendant. The third defendant was set ex parte. There was no appearance on behalf of defendants 4 to 9.

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Averments in Tr.C.S.No. 657 OF 2018:

37. The first plaintiff, K.A.Velayutham, filed the present suit against his younger son, K.V.Vijayaraghavan, seeking a declaration that the settlement deed dated 07.05.2008, registered as Document No.594 of 2008 before the Sub-Registrar, Triplicane, Chennai, is null and void. He states that he established the business under the name "Ambika Appalam Depot" in 1948 along with his wife Thangam and subsequently carried on the business in partnership with his two sons. According to him, he acquired several properties through his own efforts, including the property at Dr.Nair Road, T.Nagar, Chennai, purchased in the name of M/s.Ambika Appalam Company.

38. The first plaintiff states that he purchased five properties in his individual name and one property in the name of the partnership firm as a kartha of the joint family. Out of these properties, he executed the settlement deed dated 07.05.2008 in favour of the defendant in respect of four properties, namely, (i) Ambika Nivas Lodge, a commercial property situated at Pycrofts Road, Royapettah, Chennai; (ii) a house property at Fakkir Sahib Street, Triplicane, Chennai; (iii) shops at Fakkir Sahib Street, Triplicane, Chennai; and (iv) his 1/3rd undivided share in the property at Balakrishna Road, Mylapore, Chennai.

39. According to the first plaintiff, the settlement deed dated 07.05.2008 was executed on the assurance that the defendant would look after him during his old age and would not claim any right over the 4½ grounds of the Dr.Nair Road property allotted to his elder son, K.V.Sukumar. He states that, contrary to these assurances, the defendant sent him out of the Dr.Nair Road residence within a few months of the settlement, compelling him to reside with his elder son at

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Balakrishna Road, Mylapore, who thereafter looked after him. He further alleges that the defendant forcibly obtained the jewellery belonging to his wife from the custody of his daughter, Radhalakshmi, in Kerala.

40. The first plaintiff further alleges that the defendant, taking advantage of the trust reposed in him, fabricated the retirement deed dated 14.06.2010, obtained registration of the trademark "Ambika Appalam" in the name of the reconstituted firm and subsequently challenged the settlement deed dated 17.11.2011 executed in favour of his elder son. He states that he and his elder son had already instituted C.S.No.566 of 2015 concerning the dissolution of the partnership firm and ownership of the Dr.Nair Road property, whereas the defendant subsequently instituted O.S.No.5998 of 2015 challenging the settlement deed in favour of the elder son. He also alleges that their former advocate, N.Kannan, who had drafted the settlement deed dated 07.05.2008 and appeared in the earlier proceedings concerning the firm's property, subsequently represented the defendant in the proceedings challenging the settlement deed executed in favour of the elder son.

41. The first plaintiff contends that the defendant, despite receiving valuable properties under the settlement deed dated 07.05.2008, failed to fulfil the assurances on which the settlement was made and subsequently acted against his interests. He therefore seeks a declaration that the settlement deed dated 07.05.2008, bearing Document No.594 of 2008, executed in favour of the defendant on false assurances, is null and void, together with costs and other consequential reliefs.

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42. The first defendant, K.V.Vijayaraghavan, filed a written statement denying the plaint averments except those specifically admitted. While admitting that the plaintiff established the business under the name "Ambika Appalam Depot", he denies that the trademark "Ambika Appalam" was registered by the plaintiff in 1963. He further states that the property at Dr.Nair Road, T.Nagar, Chennai, was purchased by the partnership firm, M/s.Ambika Appalam Company, and not by the plaintiff as Kartha of the joint family.

43. The first defendant denies the execution and genuineness of the alleged dissolution deed dated 01.04.1992 and contends that it is a forged and fabricated document. He points out that the Notary Public affixed his signature and seal only on 21.09.1992 and that the deed expressly provides for dissolution with immediate effect, whereas the plaintiff claims that it came into effect only on 06.04.2010. According to him, the dispute concerning the Dr.Nair Road property arose only in 2000, and therefore the alleged dissolution could not have been kept in abeyance from 1992 on account of that dispute. He further states that the plaintiff's elder son, K.V.Sukumar, who instituted and pursued C.S.No.848 of 2000 on behalf of the firm, did not disclose the alleged dissolution deed in those proceedings.

44. The first defendant admits the execution of the settlement deed dated 07.05.2008 in his favour but contends that the plaintiff executed the same voluntarily, out of his own free will, love and affection. He denies that the settlement was obtained on false assurances. He also disputes the validity of the settlement deed executed by the plaintiff in favour of his elder son, contending that the same was based on the alleged dissolution deed dated 01.04.1992, which, according to him, is non-existent and fabricated. He further denies the

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alleged division of business establishments between the brothers in 1999 and the assignment of the trademark in favour of M/s.Ambika Foods. He states that the settlement deed executed in favour of the elder son has been challenged in O.S.No.5998 of 2015 before the City Civil Court, Chennai.

45. The first defendant further denies that he neglected or drove the plaintiff out of the family residence after obtaining the settlement deed. According to him, the plaintiff had been residing with him and his family for several years and was looked after with love and affection, even after the death of his wife. He alleges that the plaintiff's elder son and daughter-in-law, with a view to obtaining further properties, forcibly took the plaintiff to their residence at Mylapore and prevented an amicable settlement of the family disputes. He further alleges that, owing to his advanced age, the plaintiff was not in a position to understand the contents of the documents he was made to sign and that the present suit was instituted at the instance of the elder son and his wife. He also denies having taken the jewellery belonging to his mother.

46. The first defendant denies having fabricated the deed of retirement dated 14.06.2010 and contends that the plaintiff and his elder son voluntarily executed the same. According to him, a valuable commercial property at Thrissur, Kerala, was purchased using the funds of the partnership firm in the joint names of the elder son and the first defendant. As part of an arrangement concerning the elder son's retirement from the firm, the first defendant executed two gift deeds dated 01.04.2002 transferring his share in the Thrissur property to the elder son. He further states that, before the retirement, the firm was reconstituted by inducting his wife R.N.Jaya and son K.V.Vyas as partners, and that the plaintiff signed the deed of reconstitution. The changes were duly intimated to the Registrar of

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Firms and effected in 2010. According to him, the plaintiff retired on account of his advanced age and ill health after settling his properties among his sons, and the retirement deed is valid and binding.

47. The first defendant further contends that the trademark "Ambika Appalam" was registered by him in accordance with law and denies having obtained such registration by misrepresentation. He states that the plaintiff was aware of the retirement and reconstitution deeds from the dates of their execution and disputes the allegation that these transactions came to light only through the newspaper article published in *The Hindu* on 01.09.2014. He also denies the allegation that any property was sold to his advocate, N.Kannan, and contends that the said allegation was made only to prevent the advocate from appearing on his behalf.

48. The first defendant further contends that the suit is barred by limitation, as the registered settlement deed was executed on 07.05.2008, whereas the suit was instituted only in 2017, after a lapse of more than nine years. According to him, the plaintiff was fully aware of the execution and registration of the settlement deed from its inception and has not disclosed any subsequent cause of action for challenging the same. He further contends that the plaint does not disclose a valid cause of action and that the mere allegation of false assurances does not furnish any ground for setting aside the registered settlement deed. On these grounds, the first defendant seeks dismissal of the suit with exemplary costs.

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49. The plaintiff filed a reply statement denying the allegations made in the written statement. He reiterates that the trademark "Ambika Appalam" was registered in his name in 1963 and states that the entire consideration for purchasing the Dr.Nair Road property in 1976 was contributed from his earnings. According to him, the defendant was then only 19 years old and was not an earning member of the family. He further states that the dispute with A.Sundari had commenced as early as 1990 and that the subsequent partnership deed was executed and registered for the purpose of instituting C.S.No.848 of 2000. He maintains that the defendant alone conducted the said proceedings and deposed as P.W.1, while his elder son signed the plaint on account of the trust reposed in the defendant.

50. The plaintiff further states that, after the marriage of his sons, both families initially resided with him. Subsequently, his elder son moved to Mylapore, while the defendant and his family continued residing with the plaintiff at T.Nagar. According to him, the defendant and his wife began ill-treating him during his old age, and the defendant's wife failed to provide him food and other basic necessities properly. He alleges that, on one occasion in Kerala, the defendant requested him, in the presence of his other children, to vacate the T.Nagar residence on account of pressure from his family. The plaintiff denies that he was forcibly taken away or kept in captivity by his elder son and states that he has been living comfortably under the care of his elder son and his family.

51. The plaintiff further states that he made attempts to settle the family disputes amicably by distributing his properties equally between his sons. In this connection, he personally met the defendant's counsel, N.Kannan, and conveyed

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his proposal for an amicable settlement. According to him, the counsel subsequently informed him that the defendant was unwilling to accept the proposal. The plaintiff maintains that he continued to be willing to divide his properties equally between his sons, provided the defendant cooperated.

52. With regard to the Thrissur property, the plaintiff denies that it was purchased from the funds of the partnership firm. According to him, the property was purchased from the income of his elder son, K.V.Sukumar. He further states that certain properties at Usman Road, T.Nagar, and Thanjavur were purchased in joint names from the defendant's income and that the defendant retained the sale consideration received from those properties. He also alleges that the defendant purchased the property housing Ambika Super Market at Dr.Nair Road using part of the consideration received from the sale of the Usman Road property to Saravana Stores. He disputes the defendant's contention that the gift of the Thrissur property was connected with the alleged retirement from the partnership firm.

53. The plaintiff further contends that the alleged retirement and admission deeds were created by using the signatures already obtained from him and his elder son. He states that no public notice of retirement was issued and that the retirement deed does not disclose how the assets and liabilities of the partnership firm were settled. According to him, at the relevant time, the firm possessed the Dr.Nair Road property measuring 6 grounds with building and Ambika Nivas Lodge, having a combined market value of approximately Rs.50 crores, while the firm had no liabilities. He therefore disputes the defendant's claim that the plaintiff and his elder son voluntarily retired from the firm

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without any settlement of their interests in these properties.

54. The plaintiff specifically states that Ambika Nivas Lodge at Royapettah, Chennai, was a property which he had earlier brought into the partnership firm and which was thereafter treated as the firm's property. He contends that the defendant included the said property in the settlement deed dated 07.05.2008, bearing Document No.594 of 2008, registered before the Sub-Registrar, Triplicane, and that such inclusion renders the settlement deed invalid. He therefore seeks a decree as prayed for in the plaint.

55. In C.S.No.566 of 2015, the following issues were framed by this Court on 14.09.2023:

(i) Whether the Plaintiffs are entitled for a declaration that the Dissolution of Partnership dated 14.01.1992 pertaining to the Second Defendant Firm comes into effect from 06.04.2010 onwards?

(ii) Whether the Dissolution Deed dated 01.04.1992 produced by the Plaintiffs is a genuine document and if so, whether the same is valid?

(iii) Whether the Deed of Retirement of the II Plaintiff from the II Defendant Firm dated 14.06.2010 is a valid document and is enforceable against the II Plaintiff?

(iv) Whether the II Plaintiff is the absolute owner of 4 ½ grounds of land and building thereon in the suit property?

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(v) Whether the Plaintiffs are entitled to possession of 4 ½ grounds together with building including the original documents of title to the Plaint Schedule property?

(vi) Whether the Judgment and Decree passed in CS No. 848 of 2000 declaring the II Defendant Firm as absolute owner of the Plaint schedule property will Operate against the Plaintiffs claim of ownership of 4 ½ grounds in the Plaint schedule property?

(vii) Whether the II Defendant Firm is continuously existing and was not dissolved at any point of time?

(viii) Whether the Plaintiffs are guilty of suppression of facts regarding the proceedings in CS No. 848 of 2000 and the Judgment and Decree passed thereon?

(ix) Whether the Judgment and Decree passed in CS No. 848 of 2000 has become final and is binding on the Plaintiffs?

(x) Whether the Settlement Deed dated 17.11.2011 executed by the I Plaintiff in favor of the II Plaintiff is sham and nominal and is unenforceable?

(xi) Whether the Plaintiffs are entitled to any other relief sought for in the suit?

(xii) To what other reliefs the Plaintiffs are entitled to?

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56. In Tr.C.S.No.656 of 2018, the following issues were framed by this Court on 14.09.2023:

(i) Whether the settlement deed dated 17.11.2011 executed by K.A. Velayutham in favour of the 2nd defendant in respect of the property belonging to the plaintiff's firm is valid?

(ii) Whether the said Velayutham has been authorised by the firm and the partners to execute such a settlement deed?

(iii) Whether the 1st defendant had acquired an exclusive right to the property by virtue of the dissolution of the partnership dated 01.04.1992?

(iv) To what other relief the plaintiff is entitled to?

57. In Tr.C.S.No.657 of 2018, the following issues were framed by this Court on 14.09.2023:

(i) Whether the settlement deed dated 07.05.2008 executed by the plaintiff in favour of the defendant can be declared as null and void?

(ii) Whether the 1st defendant has forcibly received all the jewels of the 1st plaintiff's wife from the custody of the 1st plaintiff's daughter?

(iii) Whether the defendant has fraudulently created an alleged retirement of partnership as if the plaintiff and his elder son had retired from the firm on

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14.06.2010?

(iv) Whether the settlement deed dated 07.05.2008 can be cancelled since the defendant has failed to take care of the plaintiff and further the defendants have fraudulently created a retirement of partnership?

(v) Whether the 1st defendant neglected to take care of the 1st plaintiff?

(vi) To what other relief the plaintiff is entitled to?

58. In the joint trial of all three suits, K.V.Sukumar was examined as P.W.1 on behalf of the plaintiffs in C.S.No.566 of 2015 and Tr.C.S.No.657 of 2018 and the defendants in Tr.C.S.No.656 of 2018, and Exs.P1 to P19 were marked. On the other side, K.V.Vyas was examined as D.W.1 on behalf of the defendants in C.S.No.566 of 2015 and Tr.C.S.No.657 of 2018 and the plaintiff in Tr.C.S.No.656 of 2018, and Exs.D1 to D18 were marked.

59. Learned counsel for the plaintiffs submitted that fraud vitiates every solemn act and that the reconstitution and retirement of the partnership firm were brought about by fraudulent means. It was contended that the dissolution deed dated 01.04.1992, marked as Ex.P2, was executed by all three partners and that its implementation was kept in abeyance until the disposal of C.S.No.848 of 2000 on 06.04.2010. According to learned counsel, the partnership deed executed in 2000 was intended to enable the firm to prosecute the title litigation against A.Sundari. Reliance was placed upon Ex.P19, the counter affidavit filed in W.P.No.12625 of 2019, as supporting the plaintiffs' case regarding the earlier

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dissolution. Learned counsel also referred to the cross-examination of D.W.1, wherein he admitted that the partnership deed of 2000 was executed for instituting C.S.No.848 of 2000.

60. Learned counsel further submitted that the deed of reconstitution dated 19.02.2010, inducting the first defendant's wife and son as partners, and the subsequent retirement deed dated 14.06.2010 were created without the genuine consent of the plaintiffs. It was pointed out that the plaintiffs' signatures are absent on the last page of the retirement deed and that the deed does not disclose any settlement of accounts or payment towards their shares in the assets, liabilities and goodwill of the firm. According to learned counsel, the first defendant misused the blank signed papers and stamp papers entrusted to him for conducting the earlier litigation. Reference was also made to the pencil markings found in Exs.D6 and D14 and the explanation offered by D.W.1 during cross-examination.

61. Learned counsel relied upon Section 32 of the Indian Partnership Act, 1932, and submitted that the alleged retirement was not supported by genuine consent or compliance with the requirements governing retirement from a partnership firm. It was contended that no notice of intention to retire was issued and no public notice of retirement was published. Learned counsel further submitted that the first defendant, being entrusted with the affairs of the firm, owed a duty of good faith to the other partners under Sections 9 and 10 of the Partnership Act. Reliance was placed upon Kasi v. Ramanathan, (1949) 62 LW 173, concerning the obligations between partners, and Shivraj Reddy & Bros. v. Raghu Rao Reddy, AIR 2002 (NOC) 120 (AP), regarding the exercise of contractual powers in good faith.

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62. As regards the Thrissur property, learned counsel disputed the defendants' contention that the gift deeds dated 01.04.2002 constituted consideration for the second plaintiff's retirement in 2010. It was submitted that the property was acquired from the second plaintiff's personal funds and that the gift deeds were expressly executed out of natural love and affection. Learned counsel pointed out that neither the gift deeds nor the retirement deed contained any recital connecting the transfer of the Thrissur property with the alleged retirement. It was therefore contended that the defendants' explanation regarding the family arrangement was unsupported by the documents.

63. With regard to the Dr.Nair Road property, learned counsel submitted that Ex.P2 recorded the intention of the partners to dissolve the firm and allot 3 grounds to the first plaintiff and 1½ grounds each to his two sons. It was contended that the settlement deeds subsequently executed by the first plaintiff in favour of the second plaintiff were valid and that the second plaintiff was entitled to 4½ grounds of the suit property. Learned counsel relied upon **Bank of Credit and Commerce International SA (in liquidation) v. Ali, [2001] UKHL 8 : [2002] 1 AC 251**, and **Bihar State Electricity Board, Patna v. Green Rubber Industries, (1990) 1 SCC 731**, in support of the submission that contractual documents must be construed as a whole to ascertain the intention of the parties.

64. In relation to Tr.C.S.No.657 of 2018, learned counsel submitted that the settlement deed dated 07.05.2008 was executed by the first plaintiff in favour of his younger son on the assurance that the latter would maintain and look after

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him during his old age. It was contended that the first defendant failed to fulfil the said assurance and compelled his father to leave the family residence. Learned counsel invoked Section 23 of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007, contending that a transfer made subject to a condition of providing basic amenities and physical needs may be declared void where the transferee fails to fulfil that condition. It was further submitted that the first plaintiff himself instituted the proceedings challenging the settlement deed during his lifetime and that the relief sought should not be defeated by his subsequent death.

65. Learned counsel further referred to the cross-examination of D.W.1 concerning the existence of disputes over the suit property before 2000. It was also submitted that, notwithstanding the undertaking furnished before this Court not to encumber the suit property, the defendants executed a registered lease deed in favour of M/s.Gericare Pharmacy LLP in April 2023. Learned counsel referred to the subsequent order directing deposit of 75% of the rental income into Court and contended that the defendants' conduct was inconsistent with their undertaking.

66. On limitation, learned counsel submitted that the plaintiffs became aware of the alleged fraudulent reconstitution and retirement only towards the end of 2014 after examining the relevant records following the newspaper publication dated 01.09.2014. Reliance was placed upon Section 17 of the Limitation Act, 1963, to contend that limitation would commence from the discovery of the alleged fraud. Learned counsel therefore submitted that C.S.No.566 of 2015 was instituted within limitation and prayed that the said suit be decreed, Tr.C.S.No.656 of 2018 be dismissed and the settlement deed dated 07.05.2008

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challenged in Tr.C.S.No.657 of 2018 be declared null and void.

67. Learned counsel for the defendants submitted that the alleged dissolution deed dated 01.04.1992, marked as Ex.P2, is a fabricated document. It was pointed out that, although the deed is dated 01.04.1992, the Notary Public affixed his signature and seal only on 21.09.1992. The stamp paper does not contain the name of its purchaser, and the date appearing thereon has been altered without authentication. Learned counsel further submitted that the witnesses to the alleged deed were the second plaintiff's wife and an employee of his establishment. It was contended that Ex.P2 itself provides for dissolution with immediate effect, whereas the plaintiffs seek a declaration that the dissolution came into effect only on 06.04.2010. According to learned counsel, such retrospective operation is impermissible. Reliance was placed upon Section 43 of the Indian Partnership Act, 1932, and the decision of this Court in **V.V.P.Thangaraju v. K.V.Perumal Chettiar and others, 1978 SCC OnLine Mad 268**, concerning the retrospective operation of a notice of dissolution of a partnership at will.

68. Learned counsel further submitted that the explanation offered by the plaintiffs for keeping Ex.P2 in abeyance is contradicted by the second plaintiff's own evidence. Referring to his cross-examination, learned counsel pointed out that P.W.1 admitted that he became aware of the claim made by A.Sundari only on 03.03.2000. It was therefore contended that the alleged dissolution in 1992 could not have been postponed on account of a dispute which arose subsequently. Learned counsel also referred to the income tax proceedings of 1999, the partnership deed executed in 2000 and the continued conduct of the business to contend that the second defendant firm was never dissolved. It was

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further pointed out that neither the earlier proceedings in C.S.No.848 of 2000 nor the initial legal notices issued by the plaintiffs contained any reference to the alleged dissolution deed.

69. Learned counsel submitted that the second plaintiff had signed and verified the plaint in C.S.No.848 of 2000, wherein the second defendant firm asserted ownership over the entire 6 grounds of the Dr.Nair Road property. By judgment and decree dated 06.04.2010, this Court declared the second defendant firm as the absolute owner of the said property, and the decree was not challenged. It was contended that the plaintiffs, having asserted the title of the firm in the earlier proceedings, cannot now claim individual ownership contrary to that decree. Learned counsel further submitted that the subsequent settlement deeds executed by the first plaintiff in favour of the second plaintiff did not confer any title, since the property belonged to the second defendant firm. Reference was also made to the inconsistent answers given by P.W.1 during cross-examination regarding the extent of his alleged share and the authority of the first plaintiff to execute the settlement deeds.

70. As regards the reconstitution and retirement of the second defendant firm, learned counsel submitted that the plaintiffs voluntarily executed the deed of reconstitution dated 19.02.2010 and the deed of retirement dated 14.06.2010. It was contended that the reconstitution was necessary to induct the first defendant's wife and son as partners before the retirement of the first and second plaintiffs, so that the business could continue. Learned counsel disputed the allegation that the plaintiffs had signed blank stamp papers, pointing out that P.W.1 was an experienced businessman who had actively participated in the management of the firm, maintained its accounts and signed the documents

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connected with the earlier litigation. It was further submitted that the changes in the constitution of the firm were duly recorded with the Registrar of Firms under the provisions of the Indian Partnership Act, 1932.

71. Learned counsel further submitted that the retirement formed part of a family arrangement under which the second plaintiff received valuable properties at Thrissur, Kerala, and Adyar, Chennai, while the first defendant continued the business of the second defendant firm. Reliance was placed upon Ex.D5, the income tax assessment order, and the gift deeds dated 01.04.2002, marked as Exs.D17 and D18, to contend that the Thrissur property had been acquired and developed using the funds of the partnership firm. Learned counsel invoked Section 14 of the Partnership Act concerning property of the firm. It was submitted that the transfer of the first defendant's interest in the Thrissur property to the second plaintiff formed part of the arrangement pursuant to which the second plaintiff retired from the firm. Learned counsel also relied upon **Venkataraman v. Varahalu, (1938) 50 LW 681**, and **Katikineni Venkata Gopala Narasimha v. Chituri, (1940) 2 MLJ 257**, while referring to the evidentiary value of the income tax assessment order as a public document under Section 74 of the Indian Evidence Act.

72. Learned counsel further submitted that the second plaintiff, after his retirement, continued to carry on an independent business under the name M/s.Ambika Foods along with his family members, manufacturing and selling the same products as the second defendant firm. It was contended that such competing business was inconsistent with his claim that he continued to be a partner of the second defendant firm. Reliance was placed upon Section 11 of the Partnership Act concerning the rights and duties of partners determined by

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contract. Learned counsel also pointed out that the second plaintiff had described himself as the proprietor of Ambika Appalam Depot in the cause title of C.S.No.566 of 2015.

73. With regard to Ex.P19, the counter affidavit filed in W.P.No.12625 of 2019, learned counsel disputed the plaintiffs' contention that the said document constituted an admission of the genuineness of Ex.P2. It was submitted that the defendants had specifically denied the execution and genuineness of the alleged dissolution deed in their written statement and that the subsequent statement relied upon by the plaintiffs could not be treated as a conclusive admission. Learned counsel referred to Order VIII Rule 5 CPC and relied upon the decision of the Hon'ble Supreme Court in **Balraj Taneja v. Sunil Madan, (1999) 8 SCC 396**, to contend that even where a fact is treated as admitted, the Court may require it to be independently proved.

74. On limitation, learned counsel submitted that the plaintiffs had knowledge of the partnership documents and the decree dated 06.04.2010 from the respective dates of their execution and pronouncement. It was contended that the challenge to the retirement deed dated 14.06.2010, raised for the first time in C.S.No.566 of 2015, was barred by the three-year period prescribed for declaratory relief under Article 58 of the Limitation Act, 1963. Learned counsel further submitted that Tr.C.S.No.657 of 2018, originally instituted in 2017, sought to challenge the registered settlement deed dated 07.05.2008 after nearly nine years and was therefore barred by limitation.

75. In relation to Tr.C.S.No.657 of 2018, learned counsel submitted that the settlement deed dated 07.05.2008 was voluntarily executed by the first plaintiff

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and had been acted upon. It was contended that the allegations of neglect and failure to maintain the first plaintiff were not supported by oral or documentary evidence. Referring to the evidence of P.W.1, learned counsel submitted that the first plaintiff had been residing with the first defendant and his family for several years and subsequently moved to the second plaintiff's residence in 2014. Learned counsel further contended that the plaintiffs' reliance upon Section 23 of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007, was misplaced, as neither the alleged condition of maintenance nor its breach had been established. It was therefore submitted that no ground had been made out for declaring the settlement deed dated 07.05.2008 null and void.

76. Learned counsel consequently submitted that the plaintiffs had failed to establish the genuineness of the alleged dissolution deed dated 01.04.1992, the invalidity of the retirement deed dated 14.06.2010 or their individual title over the suit schedule property. It was therefore prayed that C.S.No.566 of 2015 and Tr.C.S.No.657 of 2018 be dismissed and Tr.C.S.No.656 of 2018 be decreed as prayed for.

77. For convenience, the parties are referred to as arrayed in C.S.No.566 of 2015.

Issue Nos. I and II in C.S.No.566 of 2015, Issue No. III in Tr.C.S.No.656 of 2018:

78. All these issues concern the validity and enforceability of the deed of dissolution dated 01.04.1992, marked Ex.P2. They are, therefore, considered

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together.

79. The principal reliefs sought in the suit are a declaration of title to the suit schedule property and recovery of possession. The suit schedule property comprises 4½ grounds of land with a building, forming part of a larger extent of six grounds purchased under the sale deed dated 05.05.1976, marked as Ex.P1. The sale deed is in the name of the partnership firm, Ambika Appallam Company. It is admitted that the original plaintiffs 1 and 2 and the first defendant were partners of the firm, which carried on the business of manufacturing and selling appallams. While Ex.D2 refers to the firm's constitution in 1975, Ex.P2 records the date as 01.04.1976.

80. According to the plaintiffs, the partnership was dissolved under Ex.P2, dated 01.04.1992, but the dissolution deed was not implemented until the disposal of C.S.No.848 of 2000, which was decreed on 06.04.2010. The plaintiffs now seek to give effect to Ex.P2 from that date and claim title to the suit schedule property on that basis. However, Ex.P2 was disclosed only in the present suit, instituted in 2015. Thus, the deed was not acted upon for approximately 23 years after its execution.

81. The defendants dispute the genuineness and validity of Ex.P2, alleging that it is a forged document. They further contend that the partnership continued to carry on business despite the alleged dissolution. They rely on the retirement deed dated 14.06.2010, marked as Ex.D16/Ex.P5, under which the plaintiffs are stated to have retired from the firm, and on the deed of reconstitution dated 19.02.2010, marked as Ex.D14.

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82. The plaintiffs explain that they did not immediately implement Ex.P2 because Mrs. Sundari frequently interfered with their enjoyment of the property purchased under Ex.P1 by asserting a right over it. They contend that, on the first defendant's advice, implementation of the dissolution deed was postponed until the conclusion of the litigation concerning her claim.

83. This explanation is unconvincing. C.S.No.848 of 2000 was instituted eight years after the date of the alleged dissolution deed. No document has been produced to show that Mrs. Sundari had asserted any adverse claim to the property before 2000, let alone that a dispute existed when Ex.P2 was allegedly executed in 1992. In the absence of such evidence, the subsequent litigation does not satisfactorily explain why the dissolution deed was not acted upon from 1992 onwards. Nor can the institution of that suit in 2000, by itself, support the contention that implementation of the deed had been deferred in anticipation of that litigation.

84. The subsequent conduct of the parties is also significant. The firm, which had previously remained unregistered, was registered before the institution of C.S.No.848 of 2000, as reflected in Ex.D2. That suit was instituted in the name of the partnership firm. The business continued to be carried on, and returns continued to be filed, in the firm's name. Ultimately, a decree was obtained on 06.04.2010, declaring the firm's title to the entire extent of six grounds covered by Ex.P1. These circumstances are inconsistent with the plaintiffs' present contention that the partnership had already been dissolved under Ex.P2 in 1992 and that rights in the property had been allotted thereunder.

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85. Further, the pendency of a dispute over title does not, by itself, justify keeping the alleged dissolution in abeyance. If, as the plaintiffs contend, Ex.P2 had allotted a portion of the property to the first plaintiff, they have not satisfactorily explained why the persons claiming rights under that deed could not have asserted those rights in the earlier proceedings. Instead, the parties proceeded on the footing that the entire property belonged to the partnership firm and obtained a declaration to that effect.

86. Even after the decree dated 06.04.2010, the plaintiffs did not immediately seek to implement Ex.P2. The present suit was instituted only in 2015, approximately five years later. This further delay remains material, particularly because the plaintiffs themselves identify the disposal of the earlier suit as the event upon which the dissolution deed was to be implemented.

87. Accordingly, the plaintiffs' contention that Ex.P2 remained in abeyance from 1992 and became operative upon disposal of C.S.No.848 of 2000 on 06.04.2010 is not supported by the evidence or by the parties' subsequent conduct.

88. Although the defendants contend that Ex.P2 is a fabricated document, the signature of the first defendant appearing therein has not been disputed. Apart from the oral assertion that the document was fabricated, no evidence has been adduced to substantiate that allegation. The plea of fabrication, therefore, remains unsubstantiated.

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89. The evidence and the parties' subsequent conduct indicate that the plaintiffs and the first defendant, as partners of the firm, executed Ex.P2, but neither acted upon it nor intended to give effect to its terms. The execution of the document must be distinguished from the intention to create the legal consequences recited therein. In the present case, the continued conduct of the business in the name of the partnership firm, the assertion of the firm's title in the earlier suit, and the prolonged failure to implement Ex.P2 support the conclusion that Ex.P2 was a sham and nominal document, not intended to operate as a dissolution of the partnership or an allotment of its property.

90. Accordingly, Ex.P2 cannot be given effect as an operative deed of dissolution. The first plaintiff has not acquired any right or title to the suit schedule property under that document. The issues under consideration are answered against the plaintiffs.

Issue No. III in C.S.No.566 of 2015 and Issue No. III in Tr.C.S.No.657 of 2018

91. These issues concern the genuineness and validity of the retirement deed dated 14.06.2010, marked as Ex.P5/Ex.D16, and are therefore considered together.

92. The partnership deed dated 01.11.2000, marked Ex.D2, was registered with the Registrar of Firms before the institution of C.S.No.848 of 2000 against Mrs Sundari, who claimed rights over the suit schedule property. Subsequently, during the pendency of that suit, the partnership was reconstituted under the

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deed dated 19.02.2010, marked Ex.D14, by inducting defendants 3 and 4 as partners. This deed expressly refers to the earlier partnership deed, Ex.D2. Thereafter, under Ex.P5/Ex.D16, the plaintiffs retired from the partnership firm. The changes to the firm's constitution were duly recorded with the Registrar of Firms.

93. The plaintiffs dispute the genuineness of Ex.D14 and Ex.D16. According to them, the first defendant, who conducted C.S.No.848 of 2000 on behalf of the firm, obtained their signatures on blank papers for the purposes of that litigation and subsequently misused those papers to prepare the deeds of reconstitution and retirement without their knowledge or consent.

94. During cross-examination, P.W.1 admitted that the plaintiffs' signatures appeared in the disputed documents. An admission of signatures does not, by itself, conclusively establish that the signatories knowingly executed the documents with an understanding of their contents. Nevertheless, the plaintiffs' specific allegation that signed blank papers were subsequently misused must be assessed against the evidence and the surrounding circumstances.

95. In the present case, apart from their oral assertion, the plaintiffs have produced no independent material to substantiate the alleged misuse of signed blank papers. The firm continued to function under its altered constitution, and the changes were recorded with the Registrar of Firms. The plaintiffs did not challenge the deeds until the institution of the present suit in 2015. Considered together, these circumstances support the defendants' case that the deeds were executed as part of the reconstitution of the firm and the plaintiffs' subsequent retirement. The plaintiffs' allegation of fabrication is therefore not established.

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96. The plaintiffs further contend that the retirement deed is invalid because it contains no recital specifying the amount paid or payable to the retiring partners, or the arrangements made for settling their interests in the firm. It is true that the deed does not set out those particulars. However, that omission, by itself, does not establish that the retirement was invalid or that the document was fabricated.

97. The defendants' explanation is that, as part of the arrangement relating to the plaintiffs' retirement, the first defendant executed gift deeds conveying immovable properties in Thrissur and elsewhere in Kerala. The conveyance deeds relied on in support of that explanation have also been marked as exhibits. These documents must be considered alongside the retirement deed and the parties' subsequent conduct in determining whether the retirement was part of an arrangement between them.

98. On a cumulative assessment of the admitted signatures, the deeds of reconstitution and retirement, the recording of the changes with the Registrar of Firms, the conveyances relied upon by the defendants, and the absence of satisfactory evidence supporting the alleged misuse of signed blank papers, this Court finds Ex.P5/Ex.D16 genuine and valid. The plaintiffs' challenge to the retirement deed fails. These issues are accordingly answered.

Issue No. IV, V, VI, VIII, IX and X in C.S.No.566 of 2015 and Issue Nos. I and II in Tr. C.S.No.656 of 2018.

99. These issues concern the second plaintiff's claim of title to 4½ grounds of

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land and the building standing thereon, the plaint schedule property, and the validity of the settlement deed dated 17.11.2011 executed by the first plaintiff in favour of the second plaintiff.

100. Under the sale deed dated 05.05.1976, marked as Ex.P1, the entire extent of six grounds was purchased in the name of the second defendant partnership firm. Subsequently, the firm instituted C.S.No.848 of 2000 against Mrs. Sundari, seeking a declaration of title to the entire property covered by Ex.P1. By the judgment and decree dated 06.04.2010, marked as Ex.D3, the Court declared that the entire extent of six grounds, together with the building standing thereon, belonged to the second defendant firm. The said decree binds the parties, and no subsequent transfer or allotment of the suit property to the plaintiffs has been established.

101. Following the decree, the plaintiffs retired from the second defendant firm under the retirement deed dated 14.06.2010, marked Ex.D16. That deed does not record any allotment or transfer of the suit property, or any specified portion thereof, to either plaintiff. Consequently, the retirement deed does not support their claim to individual ownership of the suit property.

102. Nevertheless, the first plaintiff executed the settlement deed dated 17.11.2011, marked as Ex.P4, purporting to settle the northern half of the property covered by Ex.P1 in favour of the second plaintiff. In that deed, the first plaintiff asserted that he had purchased the property and was its absolute owner. These recitals are contrary to Ex.P1, under which the property was purchased in the name of the firm, and to Ex.D3, under which the firm's title to the entire property was declared. The first plaintiff's assertion of individual

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ownership in Ex.P4 is, therefore, unsupported by the documentary evidence.

103. The plaintiffs seek to trace their alleged individual shares to the dissolution deed dated 01.04.1992, marked as Ex.P2. Their claim to 4½ grounds rests on the footing that the first plaintiff held a half share, equivalent to three grounds, which he subsequently settled upon the second plaintiff, and that the second plaintiff independently held a one-fourth share, equivalent to 1½ grounds. The validity and effect of Ex.P2 have already been considered under Issue No. I, and it has been held that the first plaintiff did not acquire any right or title to the suit property under that document. The plaintiffs cannot, therefore, rely on Ex.P2 to establish the individual shares now claimed by them.

104. Further, the declaration of the firm's title to the entire property under Ex.D3 is inconsistent with the plaintiffs' contention that the property had already become their individual property in specified shares. In the absence of an established subsequent allotment or transfer, their claim cannot prevail over the title evidenced by Ex.P1 and declared under Ex.D3.

105. A partner's interest in the firm's assets does not, by itself, confer exclusive ownership of any particular item or specified portion of the partnership property. Upon retirement or dissolution, the partner's entitlement must be determined by settling the accounts and adjusting the partners' rights and liabilities. Such an entitlement cannot, without an established allotment or transfer, be equated with individual title to a specified portion of the firm's immovable property.

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106. The plaintiffs contend that Ex.D16 is invalid because no settlement was made in favour of the retiring partners. The defendants, by contrast, contend that the properties in Kerala were gifted by the first defendant in consideration of the plaintiffs' retirement. Whether those properties were gifted as part of the retirement arrangement, and whether any amount remains payable to the plaintiffs upon settlement of accounts, need not be determined to decide the present issues. Even an unsettled claim arising from retirement would not, by itself, establish the plaintiffs' individual title to the suit property or authorise the first plaintiff to settle any portion of it.

107. Thus, the first plaintiff has failed to establish either an individual transferable interest in the property purportedly settled under Ex.P4 or authority to transfer it on behalf of the firm. The settlement deed cannot convey to the second plaintiff a title that the first plaintiff himself did not possess. Ex.P4 is, therefore, ineffective to convey title to the property described therein and is not binding upon the second defendant firm. Accordingly, the second plaintiff has failed to establish absolute ownership over the claimed extent of 4½ grounds and the building standing thereon. Consequently, he is not entitled to possession of the suit schedule property.

108. In these circumstances, this Court concludes that the judgment and decree passed in C.S.No.848 of 2000, declaring the second defendant firm's title to the suit property, are binding upon the plaintiffs, who represented the firm in that suit and signed and verified the plaint. As no appeal was preferred, the judgment and decree have attained finality. The plaintiffs cannot, therefore, assert individual ownership of the suit property contrary to the declaration obtained by them on behalf of the firm.

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109. Despite being aware of the said judgment and decree, the first plaintiff executed the settlement deed dated 17.11.2011, marked as Ex.P4, in favour of the second plaintiff, without disclosing the decree and by asserting individual ownership of the property. The first plaintiff has established neither individual title to the purportedly settled property nor authority to transfer it on behalf of the firm. Consequently, Ex.P4 is ineffective to convey title to the second plaintiff and is not binding on the second defendant firm. The second plaintiff has, therefore, failed to establish ownership of the suit schedule property. Accordingly, these issues are answered against the plaintiffs.

Issue No. I, IV, and V in Tr. C.S.No.657 of 2018:

110. The first plaintiff executed the settlement deed dated 07.05.2008, marked Ex.P16, in favour of the first defendant in respect of four properties situated in Chennai. The plaintiffs seek a declaration that the said settlement deed is null and void.

111. According to the plaintiffs, the first plaintiff executed Ex.P16 on the understanding that the first defendant would not claim any right over the 4½ grounds claimed by the second plaintiff and would look after the first plaintiff in his advanced age. They contend that the first defendant violated this understanding by asserting rights over the suit property and by driving the first plaintiff out of the house.

112. However, neither of these alleged conditions appears in Ex.P16. The plaintiffs have not established that the settlement was made subject to either

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condition. Their subsequent assertion of such an understanding is therefore insufficient to invalidate the settlement deed.

113. Further, Ex.P16 was executed on 07.05.2008, whereas the settlement deed in favour of the second plaintiff for 4½ grounds, marked as Ex.P4, was executed only on 17.11.2011. Thus, Ex.P16 predates Ex.P4 by a considerable margin. This sequence of events does not support the plaintiffs' contention that Ex.P16 was executed in consideration of the first defendant's refraining from asserting rights over the property purportedly settled upon the second plaintiff.

114. Moreover, the four properties covered by Ex.P16 were the first plaintiff's individual properties. They were distinct from the property belonging to the second defendant partnership firm, over which the second plaintiff claims title to an extent of 4½ grounds. As already held, the second plaintiff has failed to establish individual ownership of that property. The alleged connection between the settlement under Ex.P16 and the first defendant's relinquishment of rights over the partnership property has, therefore, not been established.

115. The allegation that the first defendant failed to maintain the first plaintiff in his advanced age is also disputed. At the time of the institution of the suit, the first plaintiff was under the care of the second plaintiff. The materials on record further indicate that the first plaintiff had an independent income sufficient for his maintenance. These circumstances must be considered alongside the absence of any established condition requiring the first defendant to provide maintenance as part of the settlement. On the evidence before this Court, the plaintiffs have not established that the alleged failure to maintain the first plaintiff constitutes a ground for declaring Ex.P16 null and void.

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116. Accordingly, the plaintiffs have failed to establish any ground for invalidating the settlement deed dated 07.05.2008, marked as Ex.P16. The declaration sought in respect of that deed is, therefore, liable to be rejected. These issues are answered against the plaintiffs.

Issue No. VII in C.S.No.566 of 2015:

117. The second defendant partnership firm commenced its business in 1975, as evidenced by the registered partnership deed dated 01.11.2000, marked as Ex.D2. As held in answering Issue No. I in this suit, the dissolution deed marked as Ex.P2 was not acted upon.

118. The second defendant firm instituted C.S.No.848 of 2000. During the pendency of that suit, the firm was reconstituted under the partnership deed dated 19.02.2010 (Ex.D14) by inducting defendants 3 and 4 as partners. Ex.D14 expressly refers to the earlier partnership deed, Ex.D2. Thereafter, the plaintiffs retired from the firm under the retirement deed (Ex.P5/Ex.D16). These changes to the firm's constitution were duly recorded with the Registrar of Firms.

119. The first defendant, who remained a partner, died during the pendency of the present suit. The firm thereafter continued with defendants 3 and 4 as its partners. The documentary evidence thus establishes that the second defendant firm continued to exist notwithstanding the changes in its constitution. Accordingly, this issue is answered by holding that the second defendant partnership firm continues to subsist with defendants 3 and 4 as its partners.

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Issue No. II in Tr.C.S.No. 657 of 2018:

120. The plaintiffs have averred in the plaint that the first defendant forcibly took the jewels belonging to the first plaintiff's wife from the custody of their daughter in Kerala. However, no relief has been sought in respect of these jewels. The daughter, from whose custody the jewels were allegedly taken, has not been examined as a witness. Further, neither the particulars of the jewels nor their value have been furnished. In the absence of sufficient evidence, this Court finds that the plaintiffs have failed to prove that the first defendant forcibly took the jewels from the custody of the first plaintiff's daughter. Accordingly, the issue is answered.

Issues No. XI and XII in C.S.No.566 of 2015, and Issue No. VI in Tr. C.S.No.657 of 2018:

121. In view of the answer arrived at to the above issues, the plaintiffs in C.S.No.566 of 2015 and Tr.C.S.No.657 of 2018 are not entitled to any relief, and, consequently, the suits C.S.No.566 of 2015 and Tr.C.S.No.657 of 2018 are liable to be dismissed.

Issue No. IV in Tr. C.S.No.656 of 2018 :

122. The plaintiff firm has sought a declaration that the settlement deed dated 17.11.2011 is void and not binding upon it, rather than cancellation of the instrument. The court fee has also been paid for the declaratory relief. The relief granted is therefore confined to declaring that the settlement deed does not

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affect the plaintiff firm's title to the suit property. As no decree cancelling the instrument is being passed, the consequential procedure contemplated under Section 31(2) of the Specific Relief Act, 1963, is not attracted. Accordingly, the plaintiff is not entitled, on that basis, to the consequential relief sought against the third defendant, the Sub-Registrar, T. Nagar.

123. The relief sought against the third defendant, the Sub-Registrar, T. Nagar, concerns the discharge of his statutory functions in his official capacity. Consequently, the requirements of Section 80 CPC and Order XXVII Rule 5A CPC arise for consideration.

124. Upon examining the plaint and the records, this Court finds that no notice under Section 80(1) CPC was issued before the suit was instituted. Nor was any application filed seeking leave under Section 80(2) CPC to institute the suit without such notice. The mere numbering of the plaint, without any objection to this omission, cannot be treated as an order granting leave under Section 80(2) CPC.

125. Further, Order XXVII Rule 5A CPC requires the Government to be joined as a party where relief is sought against a public officer in respect of an act alleged to have been done in his official capacity. Although the plaintiff seeks relief against the Sub-Registrar in respect of his official functions, the State Government has not been impleaded. Accordingly, the requirement of Order XXVII Rule 5A CPC has not been complied with.

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126. Accordingly, in the absence of compliance with these statutory requirements, the relief sought against the third defendant cannot be granted. The suit, to the extent that it seeks relief against the third defendant, is dismissed. This conclusion does not affect the plaintiff firm's entitlement to the declaration that the settlement deed dated 17.11.2011 is void and not binding upon it, against the other defendants.

127. Accordingly, C.S.No.566 of 2015 and Tr.C.S.No.657 of 2018 are dismissed. Tr. C.S.No.656 of 2018 is partly decreed, declaring that the settlement deed dated 17.11.2011, bearing Document No.2482 of 2011, registered in the office of the Sub-Registrar, T. Nagar, is void and not binding upon the plaintiff firm to the extent that it purports to affect the firm's title to the suit property. The remaining reliefs sought against the third defendant are dismissed. Given the close relationship between the parties, no order as to costs is made.

03-11-2026

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List of witnesses examined on the side of the Plaintiffs:
PW1 – K.V.Sukumar

List of documents marked on the side of the Plaintiffs:

Ex.P1	Xerox copy of the registered sale deed executed by N.Veeraraghavalu Chety and 15 others in favour of Ambika Appalam Company dated 05.05.1976.
Ex.P2	Original deed of dissolution dated 01.04.1992
Ex.P3	Copy of the suit status report issued by this court in respect of C.S.

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	No. 848 of 2000.
Ex.P4	Original Settlement deed executed by K.A.Velayudham in favour of K.V.Sukumar dated 17.11.2011.
Ex.P5	Photocopy of the deed of retirement of 2nd defendant firm dated 14.06.2010.
Ex.P6	Original article published in "The Hindu" dated 01.09.2014.
Ex.P7	Office copy of the lawyer's notice issued by 2nd plaintiff dated 07.10.2014.
Ex.P8	Original acknowledgment card.
Ex.P9	Original reply notice of 1st defendant dated 10.11.2014.
Ex.P.10	Office copy of the rejoinder notice issued by the 2nd plaintiff dated 28.11.2014.
Ex.P.11	Original acknowledgment card.
Ex.P.12	Office copy of the lawyer's notice issued by the 2nd plaintiff dated 12.02.2015.
Ex.P.13	Original acknowledgment card.
Ex.P.14	Original reply notice issued by the 1st defendant dated 25.02.2015.
Ex.P.15	Office copy of the rejoinder issued by the 2nd plaintiff dated 25.03.2015 along with original acknowledgment card.
Ex.P.16	Photocopy of the settlement deed dated 07.05.2008.
Ex.P.17	Certified copy of the deposition of PW1 in C.S. No. 848 of 2000, recorded from 11.04.2008 to 08.03.2010
Ex.P.18	Certified copy of the deposition of DW1 in C.S. No. 848 of 2000, recorded from 11.02.2010 to 05.03.2010
Ex.P.19	Certified copy of the counter affidavit dated 31.08.2019 filed by the first defendant on behalf of the second defendant firm in W.P. No. 12625 of 2019.

List of witnesses examined on the side of the Defendants:

DW1 – K.V.Vyas

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List of documents marked on the side of the Defendants:

Ex.D1	Plaint in C.S. No. 848 of 2000 and verified the plaint.
Ex.D2	Registered the deed of partnership of D2 on 01.11.2000.
Ex.D3	Decree in C.S. No. 848 of 2000
Ex.D4	Sworn affidavit in O.A. No. 1044 of 2000 in C.S. No. 848 of 2000 dated 06.11.2000
Ex.D5	Assessment order was passed by Deputy Commissioner of Income Tax Central Circle III, Chennai – 34.
Ex.D6	A document shown to witness and asked that the signature found on the right side 2nd signature is plaintiff's signature and the signature is marked Ex.D.6
Ex.D7	Under deed of settlement dated 21.05.2012 bearing document No.994 of 2014 registered at the office of Sub registrar, T.Nagar, Chennai. One ground of land out of the 6 grounds of plaint schedule property has been settled in plaintiff favour.
Ex.D8	IT return pertaining to D2 Firm in the year 1999-2000 for the assessment year 2000.
Ex.D9	IT return for the assessment year 1997-1998 and obtain the acknowledgment by putting your signature.
Ex.D10	Assessment year 2023-24, you have filed annual returns.
Ex.D11	Certified copy of the settlement deed dated 17.11.2011 under which your father has settled 3 grounds in the plaint schedule property in C.S.566/2015 in plaintiff favour.
Ex.D12	Certified copy of the sale deed of Trissur property dated 04.05.1991
Ex.D13	Certified copy of the sale deed of Trissur property dated 08.04.1992
Ex.D14	Certified copy of the deed of reconstitution of D2 partnership firm dated 19.02.2010
Ex.D15	Certified copy of the proceedings of the Registrar of firms dated 23.02.2018.
Ex.D16	Original deed of retirement from D2 firm dated 14.06.2010.
Ex.D17	Certified copy of the gift deed in Malayalam bearing Document No.1883/1 dated 01.04.2002 executed by the 1st defendant in favour of 2nd plaintiff along with English translated version.

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Ex.D18	Certified copy of the Gift Deed in Malayalam bearing Document No.1339/1 dated 01.04.2002 executed by the 1st defendant in favour of 2nd plaintiff along with English translated version.

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Order QR

DR.A.D.MARIA CLETE, J

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PRE-DELIVERY COMMON JUDGMENT MADE IN
C.S. No. 566 of 2015
& Tr.C.S. Nos. 656 & 657 of 2018

03-11-2026

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