*** THE HONOURABLE SRI JUSTICE RAVI NATH TILHARI**
&
***THE HON'BLE SRI JUSTICE MAHESWARA RAO KUNCHEAM**

+ APPEAL SUIT No.841 OF 2015
&
CROSS-OBJECTION(SR) No.1549 OF 2016

% 26.09.2025

Chennupati Naga Venkata Krishna, S/o. Kesava Rao, resident of Patamata Center, Vijayawada, Krishna District.

……Appellant

And:

$ Chennupati Jagan Mohan Rao, S/o. Madhava Rao, resident of Patamata Center, Vijayawada, Krishna District.

….Respondent.

!Counsel for the appellant : Sri N. Subba Rao

^Counsel for the respondent : Sri K.S. Gopala Krishnan

<Gist:
>Head Note:
? Cases referred:
[1] AIR 1970 SC 1714
[2] AIR 2008 Calcutta 13
[3] AIR 2023 SC 4707
[4] (2012) 5 SCC 265
[5] 2025 SCC OnLine SC 835
[6] 1951 SCC OnLine SC 34
[7] AIR 1961 SC 790
[8] 2002 SCC OnLine J&K 9
[9] (AIR 1985 Patna 251)

[10](AIR 1985 Patna 251)
11. 2025 INSC 1059
12.1997 SCC OnLine Mad 991
13.(1987) 2 SCC 547
14.(1978) 2 SCC 542
15.(1994) 2 SCC 41
16(1998) 7 SCC 327
17(1969) 1 SCC 813
18(1995) 5 SCC 631
19.1995) 3 SCC 413
20.1959 SCC OnLine Cal 18

HIGH COURT OF ANDHRA PRADESH

* * * *

APPEAL SUIT No.841 OF 2015
&
CROSS-OBJECTION(SR) No.1549 OF 2016

DATE OF JUDGMENT PRONOUNCED: 26.09.2024

SUBMITTED FOR APPROVAL:

THE HON'BLE SRI JUSTICE RAVI NATH TILHARI

&

THE HON'BLE SRI JUSTICE MAHESWARA RAO KUNCHEAM

1. Whether Reporters of Local newspapers may be allowed to see the Judgments? Yes/No
2. Whether the copies of judgment may be marked to Law Reporters/Journals Yes/No
3. Whether Your Lordships wish to see the fair copy of the Judgment? Yes/No

_____
RAVI NATH TILHARI, J

_____
MAHESWARA RAO KUNCHEAM,J

THE HON'BLE SRI JUSTICE RAVI NATH TILHARI

&

THE HON'BLE SRI JUSTICE MAHESWARA RAO KUNCHEAM

APPEAL SUIT No.841 OF 2015

&

CROSS-OBJECTION(SR) No.1549 OF 2016

JUDGMENT: per the Hon'ble Sri Justice Ravi Nath Tilhari:

Heard Sri N. Subba Rao, learned Senior Counsel for the appellant assisted by Ms. Kamireddy Divya, learned counsel and Sri K.S. Gopala Krishnan, learned Senior Counsel appearing for the respondent, along with learned counsel Sri Sumanth Amirapu in respective appeal and cross objection.

2. This appeal under Section 96 of the Code of Civil Procedure (in short C.P.C) has been filed by the plaintiff in O.S.No.197 of 2009, on the file of XII Additional District Judge, Krishna at Vijayawada being aggrieved from the judgment and decree dated 26.03.2015.

I. FACTS:

1. O.S.No.197 of 2009:

i) **Plaintiff's case:**

3. The suit O.S.No.197 of 2009 giving rise to the present appeal, was filed for declaration that the plaintiff Chennupathi

Naga Venkata Krishna was the absolute owner of Items I to III of the plaint schedule-'A' properties and for consequential relief of recovery of possession of the suit schedule properties after setting aside/cancelling the compromise decree/order dated 07.07.1995 passed in I.A.No.3857 of 1995 in previously filed O.S.No.552 of 1994 on the file of the II Additional Subordinate Judge's Court, Vijayawada, being illegal, void and contrary to law.

4. The prayer made in O.S.No.197 of 2009 reads as under:

> "Therefore, the plaintiff prays that the Hon'ble Court may be pleased to pass a decree and judgment in favour of the plaintiff and against the defendant:
>
> i) For declaration that the plaintiff is the absolute owner of the item Nos.1 to 3 of the plaint 'A' schedule properties and for consequential relief of recovery of possession of the item Nos.1 to 3 of the plaint 'A' schedule property from the hands of the defendant by setting aside/cancelling decree dated 07.07.1995 inI.A.No.3857 of 1995 in O.S.No.552 of 1994 on the file of II Additional Subordinate Judge Court, Vijayawada, as it is illegal, void and contrary to law,
>
> ii) For costs of this suit; and
>
> iii) For such other relief or reliefs as the Hon'ble Court deems fit and proper in the interests of justice and equity."

5. One Chennupathi Kesava Rao was married to Chennupathi Pushpavathi. They were not having issues. Chennupathi Kesava Rao married Chennupathi Manikyamba @ Mani on 02.10.1987 as

per the Hindu tradition and customs. The plaintiff-appellant Chennupathi Naga Venkata Krishna is their son born on 01.10.1988. Chennupathi Kesava Rao died on 31.05.1990. The respondent Chennupathi Jagan Mohan, the defendant in the suit is the elder brother's son of Chennupathi Kesava Rao. Chennupathi Kesava Rao died intestate. At the time of his death Chennupathi Pushpavathi (wife) and Ravamma, (mother) of Chennupathi Kesava Rao and plaintiff were alive.

6 In O.S.No.197 of 2009, the plaintiff's further case was that taking the advantage of the death of Chennupathi Kesava Rao, the defendant in contacts with Chennupathi Pushpavathi started managing the estate of Chennupathi Kesava Rao. The plaintiff was minor. The plaintiff's mother Chennupathi Manikyamba @ Mani had studied only upto 7th Class. The defendant taking the advantage of the old age of Ravamma, by playing fraud and mis-representation obtained signatures on some papers under the pretext of providing maintenance to Ravamma and Chennupathi Pushpavathi. Plaintiff's further case was that the maternal grand-father of the plaintiff representing as plaintiff's guardian and next friend, filed O.S.No.552 of 1994 which was managed by the defendant, in which the compromise dated 07.07.1995 was got

recorded. He pleaded that all the records in O.S.No.552 of 1994 were with the maternal grandfather and the same were misplaced. Subsequently, the plaintiff's mother Manikyamba @ Mani obtained the certified copies of the judgment and decree passed in O.S.No.552 of 1994. The plaintiff after attaining the majority became aware about all these facts and filed the present O.S.No.197 of 2009 to set aside the compromise decree passed in I.A.No.3857 of 1995 in O.S.No.552 of 1994 and for other reliefs within the period of limitation after attaining the majority.

ii. Defendant's case:

7. The defendant-respondent filed the written statement denying all the material allegations made in the plaint. The marriage of Chennupathi Kesava Rao with Chennupathi Manikyamba @ Mani was denied. The plaintiff Chennupathi Naga Venkata Krishna was denied to be the son of Chennupathi Kesava Rao. It was pleaded that after the death of Chennupathi Kesava Rao, Chennupathi Manikyamba started claiming share in Chennupathi Kesava Rao's property as also the maintenance, which was not agreed upon by Ravamma and Pushpavathi. Chennupathi Manikyamba @ Mani as plaintiff No.1 and the present plaintiff as plaintiff No.2 through plaintiff No.1, being

minor, filed O.S.No.667 of 1990, against Pushpavathi (Defendant No.1) and Ch. Jagan Mohan Rao (Defendant No.2 i.e defendant of O.S.No.197 of 2009), for partition of the properties, against Ravamma (the mother) and Pushpavathi (the wife) of Chennupathi Kesava Rao. In the said suit, the present defendant was shown as 2nd defendant. Ravamma died on 06.07.1990 after executing the registered will dated 25.06.1990 by bequeathing her share in favour of the defendant. O.S.No.667 of 1990 was compromised on 09.09.1993 in I.A.No.5904 of 1993 and a compromise decree was passed, agreeing to give an amount of Rs.5,50,000/- to the 2nd plaintiff therein, on humanitarian grounds, in full and final settlement of all the claims whatsoever of the plaintiff No.1 and plaintiff No.2 in the estate of the deceased Kesava Rao. The defendant's further case was that after passing the compromise decree, Chennupathi Pushpavathi mobilized funds to deposit the amount in the name of the plaintiff but at that time Chennupathi Manikyamba and her father requested Chennupathi Pushpavathi and the present defendant to give some property instead of cash as agreed in the compromise decree dated 09.09.1993, which was refused.

8. Defendant-respondent's further case was that another O.S.No.552 of 1994 was filed by the plaintiff through next friend, the maternal grandfather namely Mande Nageswara Rao, to set aside the compromise decree passed in O.S.No.667 of 1990. During pendency of O.S.No.667 of 1990, Chennupathi Pushpavathi died on 26.12.1994 after execution of a registered will dated 29.09.1993 in favour of the present defendant. The O.S.No.552 of 1994 also ended under a compromise decree in I.A.No.357 of 1995 dated 07.07.1995 whereby in lieu of cash of Rs.5,50,000/-, the properties mentioned in the schedule attached to that compromise decree were given to the plaintiff. Possession was also delivered to the plaintiff through guardian and next friend.

9. The defendant further pleaded that the present suit O.S.No.197 of 2009 was filed to set aside the compromise decree which was acted upon, so, in any case, the plaintiff had to restore the property given to him in the compromise decree dated 07.07.1995 in O.S.No.552 of 1994 to the defendant. The plea was further taken that the O.S.No.197 of 2009 was bad for non joinder of necessary parties and was also barred by limitation.

10. Before proceeding further, we mention about the two previous suits O.S.No.667 of 1990 and O.S.No.554 of 1994 as referred to in the above pleadings.

2 O.S.No.667 of 1990

11. O.S.No.667 of 1990 was filed by Chennupathi Manikyamba @ Mani along with the plaintiff (then minor, being represented by Manikyamba @ Mani), for partition, with the following relief as per para 8 of the plaint of that suit:

> "8. The plaintiffs, therefore, pray that the Hon'ble Court may be pleaded to pass a preliminary decree against the defendants for partition of the-
>
> a) Plaint schedule item 1 to 4 into 8 equal shares and for separate possession of six such shares to the plaintiffs 1 and 2;
> b) For partition of the plaint schedule item No.5 into four equal shares and for separate possession of two such shares to the plaintiffs 1 and 2;
> c) For costs of the suit and
> d) For such other reliefs as the Hon'ble Court deems fit and proper in the circumstances of the case."

12. O.S.No.667 of 1990 was decreed in terms of compromise vide judgment and decree dated 09.09.1993, relevant part of which reads as under:

> "……
> ……PLAINT PRESENTED ON: 31.10.1990:

This suit coming on before me for final disposal on this day in the presence of Sri Ravi Rama Mohana Rao, Advocate for the plaintiffs, and Sri D.V. Daas, Advocate for the defendants, and after framing issues, both parties entered into compromise and filed Compromise petition 5904/93 and the same is allowed and the contents of compromise petition are read over to the parties who understood the same and admitted that they are true and correct; and recording the compromise and in so far as it relates to the subject matter on concerned; this court doth order and decree as follows:

1. That the 1st defendant to pay a sum of Rs.5,50,000/- to the 2nd plaintiff is full and final settlement of all the claims what-so-ever of the plaintiffs and1 and 2 in the estate of the deceased Sri Kesavarao and that the said sum of Rs.5,50,000/- deposit in the Fixed Deposits of Rs.4,50,000/- and Rs.1,00,000/- in any schedule bank or banks and that the first item of Rs.4,50,000/- and the interest accrued thereon shall not be touched until the 2nd plaintiff attains majority.

Sd/-xxxx, Sd/-xxxx,

Prl. Subordinate Judge. Prl. Subordinate Judge.

2) that the second item of Rs.1,00,000/- shall be deposited in a Bank in the 2) name of the 2 ^ (rd) plaintiff, but the first plaintiff as a Guardian of the Minor, may obtain interest thereof for the maintenance of the Minor keeping the Principal sum intact and that the 2nd plaintiff shall have the right to withdraw the second item also after he attains majority, that the sum of Rs.5,50,000/- is agreed to be paid by first defendant, gratis, although the 2nd plaintiff is not entitled to any share in the properties of late Sri Kesavarao Garu;

3) that the Southern side (four) shops up to the Bandar Road and the stair case in the middle shall belong to the 2 ^ (rd) defendant; for his life and thereafter to his 3 minor sons, Ch. Ravi Kumar, Sekhar and Phani Babu as beneficiaries under the Registered WILL dt.25-6-1990, executed by late Smt. Ravamma mother of the deceased Sri Kesavarao;

4) that item No.1 of the plaint schedule consists of 8 (Eight) shops, extending from South to North in the middle of the eight shops there is a stair case, that out of 8 shops the Northern side 4 (Four) Shops i.e. up to the Stair case shall belong o the 1 ^ pi defendant;

Sd/-xxxx, Sd/-xxxx,

Prl. Subordinate Judge. Prl. Subordinate Judge.

5) that the second defendant shall discharge all the debts incurred by late Sri Kesavarao in lieu thereof, the second item of the plaint sch. Shall be given to second defendant with absolute rights and shall take possession of the property exclusively;

6) that item No.3 and (5) of the plaint schedule shall also exclusively belong, to the First defendant and who ay take possession of 3rd and 5th items with absolute rights;

7) that none of the parties has anything to do with item No.4 of the plaint schedule is concerned which was already sold away long back and which is in possession and enjoyment of others;

8) that the first plaintiff shall not be regarded as the widow and 2nd plaintiff a son of late Sri Kesavarao, that what is given to the 2nd

plaintiff under this compromise shall be treated as gratia and humanitarian consideration:

9) that the defendants 1 and 2 shall take possession of their respective properties given to them under this compromise with effect from 25-9-1991.

10) that defendants 1 and 2 shall have right to execute the compromise Decree that may be passed by this court;

11) that each party do bear their own costs. Costs taxed for plaintiffs Rs.205/-: costs taxed for defendants at Rs. Nil.
(as bill of costs is filed side).
(copy of valuation slip, compromise petition) in I.A.No.5904/93 along with copy of plaint schedule are attached to the decree.
GIVEN UNDER MY HAND AND THE SEAL OF THIS COURT THIS THE 9TH DAY OF SEPTEMBER, 1993.
Correct issue: ONE
Sd/-xxxxx Sd/-xxx,
Prl. Subordinate Judge. Prl. Subordinate Judge."

3. **O.S.No.552 of 1994:**

13. O.S.No.552 of 1994 was filed by the plaintiff then (minor), represented by guardian and next friend maternal grandfather Mande Nageswara Rao, for setting aside/cancelling the compromise decree dated 09.09.1994 in O.S.No.667 of 1990.

14. The O.S.No.552 of 1994 suit was decreed in terms of the compromise dated 07.07.1995, which reads as under:

> "……..
> This suit coming on before me on this day for hearing in the presence of Sri C.V. Nageswara Rao, Advocate for plaintiff and of Sri D.V. Dass, Advocate for 2nd defendant and of Sri M. Gunneswara Rao, Advocate for 3rd defendant and that the 1st defendant having been reported died, and that as both parties having entered into compromise on the advice of the relatives and well wishers of both the parties and as both the parties having executed a Memo of Agreement of Compromise and filed the same along with I.A.No.3857 of 1995 to record the compromise, before this court requesting to pass a decree pursuant to the terms and conditions agreed upon between them, this Court doth order and decree as follows:
> "1) That the three items of 'A) schedule be and are delivered to the Plaintiff by the 2nd defendant and the plaintiff be and is entitled for its possession with absolute rights, instead of the cash payment, as agreed; (possession has already been taken by the plaintiff as per the compromise)
>
> 2) that the items 1 and 2 of 'B' schedule bed whe same are hereby allotted to the 2nd defendant and he should retain possession and enjoyment of the same to himself;
>
> 3) that the 3rd item of 'B' schedule be and the same is hereby allotted only for the discharge of the debts contracted by the deceased, Chennupati Keenve Raa from the 3rd parties, viz., (1) Chennupati Damarunthi W/o. Madhusuchana Ras (a) dt.25-6-1989 for 10,250/- and (ಬ) @t.7-6-1989 for Rs.23,000/-; (ii) Suryadevara Lakshmi Kumari, W/ Ravindra, Dt.12-12-1989 for Rs.9,950/-; and (iii) Nalluru Rattaiah, S/ Venkaiah, for rs.15,000/-; and that the 2nd defendant shall sign all necessary papers as and when required by the 3rd defendant and the plaintiff for purpose of selling the 3rd item of 'B' schedule, without any reference to the and defendant
>
> 4) that in case of default on the part of the parties in discharging their obligations referred to in the conditions above, the aggrieved

party shall have the right to proceed against the defaulting party personally and against the properties:

5) that an extent of Ac.0-03 cents out of Ac0-16 cents of site, be and the same is allotted to Smt. Chennusati Jayalakshmi, W/o. Sri Ravindra, in consideration of her rendering services to the family of the deceased, Sri Ch.Kesava Ras, on the northern side of Ac.0-16 cents described in 'C' schedule and she is entitled for taking delivery of possession of the same as agreed; (Already possession was delivered as per the compromise petition)

6) That an extent of about Ac.0-02 cents of site, out of Ac.0-16 cents be and the same is earmarked for a joint-passage en the Western side in Ac 0-16 cents in continuation of the 10 feet 6 inches with of the existing passage from the Bandar Road described as D Schedule. (had already been earmarked as per compromise)

7) That a plan is be and the same is appended to this compromise decree showing the Various allotments made in Ac.0-16 cents of site, with correct measurements noted in the plan;

8) that a separate plan showing with actual measurements for 'A', 'B' and 'C' Schedules item-wise and the same is attached hereto which all parties be and are bound for avoiding disputes to measurement or extents to be in their respective possession and enjoyment:

9) that the parties de bear their own costs;

10) that the compromise decrees be and are executable;

11) that the parties do execute necessary regular documents if required by any of them at their cost;

Given under my hand and the seal of the Court, this the 7th day of July, 1995.

Sd/--xxxxxxx

II Addl. Subordinate Judge, Vijayawada."

4. **Issues and Additional Issue in O.S.No.197 of 2009:**

15. In present O.S.No.197 of 2009, the learned trial court framed the following issues and the additional issue:

"1. Whether the plaintiff is entitled to the relief of declaration, declaring that he is the absolute owner of Items 1 – 3 of the plaint schedule properties as prayed for?

2. Whether the plaintiff is entitled to the relief of recovery of possession of items 1 to 3 of the plaint schedule property as prayed for?

3. To what relief?"

Additional issue:

"1. Whether the decree dated 07.07.1995 in I.A.No.3857 of 1995 in O.S.No.552 of 1994 on the file of II Additional Subordinate Judge's Court, Vijayawada is liable to set aside?"

5. **Evidence:**

16. In evidence, the plaintiff/appellant examined his mother Chennupathi Manikyamba @ Mani (P.W.1) and got marked the documents Ex.A.1 original GPA given by the plaintiff in favour of P.W.1 to look after the present suit affairs of plaintiff, Ex.A.2 Birth certificate of the plaintiff and Ex.A.3 certified copy of the compromise petition in I.A.No.3857 of 1995 and compromise

decree passed in O.S.No.552 of 1994 on the file of Subordinate Judge's court, Vijayawada respectively.

17. The defendant respondent did not adduce any evidence oral or documentary and also did not cross-examine P.W.1.

6. **Findings of learned Trial Court in O.S.No.197 of 2009:**

18. On additional issue, the learned trial court recorded that the compromise decree was liable to be set aside. The plaintiff was born on 01.10.1988. The O.S.No.197 of 2009 was filed on 30.09.2009, within the period of three years from the date of his attaining the majority. So, it was within the period of limitation.

19. On issue Nos.1 and 2, the learned trial court recorded the finding that the suit schedule properties were the properties of Chennupathi Kesava Rao and so after his death the plaintiff, as per the provisions of Section 16 of the Hindu Marriage Act, 1955 (for short, H.M. Act, 1955) could claim share therein i.e in the properties of his father Chennupathi Kesava Rao, at best 1/3rd share, but not the entire plaint schedule properties, i.e, not in the properties of Kesava Rao which had devolved on Ravamma (mother) and Chennupathi Pushpavathi (wife), respectively of Chennupathi Kesava Rao on the death of Kesava Rao, when

subsequently they both, Ravamma and Pushpavathi, died intestate.

20. The trial court believed the plaintiff's case that Chennupathi Kesava Rao remarried Manikayamba @ Mani the mother of the plaintiff on 02.10.1987. The trial court however was of the view that during the life time of Pushpavathi (we may at some places refer as the 1st wife for convenience sake), Keshava Rao remarried. So, the marriage of Chennupathi Manikyamba @ Mani with Chennupathi Kesava Rao was void under Section 5 of the H.M. Act, 1955. The plaintiff was born of such void marriage. Therefore, the plaintiff was not entitled to claim rights in the family properties of Kesava Rao and as per the provisions of Section 16 of H.M.Act, 1955, at best the plaintiff could claim 1/3rd in the property of his father Keshava Rao, on his death.

7. **Decree of Trial Court in O.S.No.197 of 2009:**

21. The learned trial Court decreed O.S.No.197 of 2009 in part. The compromise decree dated 07.07.1995 in I.A.No.3857 of 1995 in O.S.No.552 of 1994 was set aside. The plaintiff was held not entitled for the relief of declaration of his title over the entire suit schedule properties and thereby not entitled to recover the possession of the suit schedule properties. It was however held

that, at best the plaintiff was entitled to claim 1/3rd share in the properties of his father Chennupathi Kesava Rao, as the illegitimate son and he had to work out his separate share according to law by way of initiating appropriate legal proceedings. The plaintiff was also held liable to restore possession of the properties received by him under the compromise decree in O.S.No.552 of 1994 to the defendant, in case he had received those properties from the defendant, or to the persons from whom he received the properties through his guardian, before working out his rights in case the properties were not the properties of Chennupathi Kesava Rao.

22. The operative portion of the judgment/decree dated 26.03.2015 in O.S.No.197 of 2009 reads as under:

> "In the result, suit is decreed in part. The compromise decree dated 07.07.1995 in I.A.No.3857 of 1995 in O.S.No.552 of 2014 on the file of II Additional Sub-Ordinate Judge's Court, Vijayawada is hereby set aside. Plaintiff is not entitled for the relief of declaration of his title over the entire suit schedule properties of this suit and thereby, nor entitled to recover the possession of the suit schedule properties. At best plaintiff is entitled to claim 1/33rd share in the properties of his father Kesava Rao as the illegitimate son and he has to work out his separate share according to law by way of initiating appropriate legal proceedings. Plaintiff in the suit is liable to restore possession of the properties received by him under the impugned decreed inI.A.No.3857 of 1994 in O.S.No.552

of 1994 to defendant in case he received the said properties from defendant or to the persons from whom he received the properties through his guardian before working out his rights incase the properties are not the properties of Kesava Rao. In view of the facts and circumstances of the case, both parties are directed to bear their own costs."

8. **A.S.No.841 of 2015 and the Cross-objection:**

23. The plaintiff filed the present appeal A.S.No.841 of 2015 being aggrieved from not decreeing the suit as a whole.

24. The defendant-respondent filed Cross-objections (SR) No.1549 of 2016 in A.S.No.841 of 2015.

II. **Submissions of the learned counsels:**

1. **For the appellant (plaintiff)/respondent in Cross-objection)**

25. Sri N. Subba Rao, learned senior counsel for the appellant submitted that the compromise decree in O.S.No.552 of 1994 would not bind the appellant. He was minor and leave was not taken from the court, to enter into the compromise. So, on attaining the majority the plaintiff/appellant had the right to file the suit for cancellation of the compromise decree and recovery of possession within the period of limitation. The O.S.No.197 of 2009 was filed within the period of limitation after attaining majority.

26. Sri N. Subba Rao, learned senior counsel submitted that the plaintiff is the son of Chennupathi Kesava Rao from Chennupathi Manikyamba @ Mani, who had married Chennupathi Kesava Rao, though, during subsistence of Chennupathi Kesava Rao's first marriage with Chennupathi Pushpavathi. So, the marriage may be void under Section 5 of H.M.Act, 1955 read with Section 11 but in view of Section 16 of the H.M.Act, 1955, the plaintiff/appellant would be entitled to the estate of Chennupathi Kesava Rao on his death, and also on the death of Chennupathi Kesava Rao's mother (Ravamma) and the first wife (Chennupathi Pushpavathi), as both died intestate, leaving no other legal heirs to succeed, except the plaintiff/appellant. He submitted that so far as Ravamma is concerned her estate would devolve on the plaintiff, by virtue of Section 15(1)(a) of Hindu Succession Act, 1956 (for short, the H.S.Act, 1956) read with the Schedule, he being the Class-I heir and so far as Ch. Pushpavati is concerned on her death her estate would also devolve on the plaintiff, by virtue of Section 15(1)(b) of the H.S. Act, 1956. He submitted that the defendant set up the case of will(s), from Ravamma and also from Chennupathi Pushpavathi but no evidence was lead to prove

alleged will(s). So, will not having been proved, the plaintiff was the absolute owner of the plaint schedule properties. The learned trial court acted illegally in holding the plaintiff entitled at the most to 1/3 of the plaint schedule properties and in not decreeing the suit as a whole.

27. Sri N.Subba Rao, learned senior counsel further submitted that the defendant did not file any counter claim in the suit. There was no relief prayed by the defendant for refund of the amount or property. So, the learned trial court acted illegally in passing the decree directing the plaintiff/appellant to restore the possession of the properties if any received by him under the compromise decree in O.S.No.552 of 1994 as also in not passing the decree for recovery of possession but directing to file the suit for partition and to work out his separate share in separate proceedings. He submitted that there was no requirement of filing any fresh suit for partition.

28. Learned counsel for the appellant placed reliance in **Satya Charan Dutta vs. Urmila Sundari Dassi and others**[1], **Debabrata Mondal and nother vs. State**[2] and **Revanasiddappa**

[1] AIR 1970 SC 1714
[2] AIR 2008 Calcutta 13

and others vs. Mallikarjun and others[3] in support of his contentions.

2. **For the respondent in appeal/Cross-objector:**

29. Sri K.S. Gopala Krishnan, learned senior advocate for the respondent submitted that the compromise decree passed in O.S.No.552 of 1994 was acted upon. The O.S.No.197 of 2009 filed by the plaintiff for declaration of his right in the plaint schedule property was not maintainable in view of Order 23 Rule 3A CPC. He submitted that the only remedy available to the plaintiff was to file application to recall the order on compromise in O.S.No.552 of 1994 itself, and not by the fresh suit, to set aside a compromise decree, which was barred by law under Order 23 Rule 3A CPC.

30. Sri K.S. Gopala Krishnan, learned senior counsel further submitted that Section 15 of H.S. Act, 1955 would not be attracted and based thereon the plaintiff could not claim to be the absolute owner. He submitted that Ravamma, the mother of Chennupathi Kesava Rao, as also Pushpavathi (1st wife/widow of Chennupathi Kesava Rao) had executed separate wills in favour of the defendant. So, on the death of Ravamma and on the death

[3] AIR 2023 SC 4707

of Chennupathi Pushpavathi, the defendant became the owner of the estate left by them respectively by testamentary succession. He submitted that it being a case of testamentary succession for the deceased Ravamma and Pushpavathi; Section 15(1) (a) or 15(1)(b) of H.S. Act would have no applicability. He further submitted that the Will in favour of the defendant did not require any proof as the plaintiff had admitted the Will in para 5 of the plaint, submitting further that the admission is the best evidence.

31. Sri K.S. Gopal Krishna, learned senior advocate further submitted that the plaintiff did not enter into the witness box. The only evidence was of the plaintiff's mother as P.W.1. He submitted that though the defendant did not lead any evidence and also did not cross-examine the plaintiff witness, but, merely because of that reason, the suit could not be decreed. The plaintiff had to still prove his plaint case.

32. Sri K.S. Gopala Krishna, learned senior counsel placed reliance in **C.N. Ramappa Gowda vs C.C. Chandregowda (died) by LRs and another**[4] and **Manjunath Tirakappa Malagi**

[4] (2012) 5 SCC 265

and another vs. Gurusiddappa Tirakappa Malagi (died through Lrs)[5] in support of his contentions**.**

3. **Reply submission:**

33. In reply submissions, Sri N. Subba Rao, learned senior counsel submitted that there was no admission of any Will by the plaintiff. The defendant failed to lead any evidence relating to the Will and to prove the same. He submitted that the suit to set aside the compromise decree was not barred by Order 23 Rule 3A CPC, as no leave of the court was taken for compromise and the plaintiff was then minor.

III. **Points for determination:**

34. The following points arise for our consideration and determination in the present appeal and the Cross-objection:.

A. Whether the suit O.S.No.197 of 2009 for cancellation of the compromise decree passed in I.A.No.3857 of 1995 in O.S.No.552 of 1994 was barred by Order 23 Rule 3A CPC?
B. Whether it is a case of Testamentary Succession to the estate left by Ravamma and Pushpavathi on their respective death in favour of defendant?
C. Whether a son born of a void marriage to whom legitimacy has been accorded by Section 16 of the Hindu Marriage Act, 1955, is entitled to the share in the estate of the mother of his father, and the 1st wife of his father i.e stepmother?

[5] 2025 SCC OnLine SC 835

Or

In other words, whether the plaintiff Chennupati Naga Venkata Krishna is entitled to the estate left by Ravamma, and Chennupati Pushpavathi i.e Chennupathi Kesava Rao's mother and 1st wife respectively?.

D. Whether the plaintiff is the absolute owner of the plaint schedule properties? And if not, to what extent?

E. Whether the decree of the learned Trial Court deserves any interference? And if so, what should be the appellate decree?

IV. **Analysis:**

35. We have considered the submissions of the learned counsels for the parties and perused the material on record.

36. Before proceeding further, we place on record that, the judgment in this case was reserved on 31.07.2025. At the time of dictation some clarification was required. So, the matter was listed on 21.08.2025, and on that date, Sri N. Subba Rao, learned senior counsel for the appellant submitted that

a) the defendant is the son of Chennupathi Madhava Rao the elder brother of Chennupati Keshava Rao as per plaint para 4. He clarified, after obtaining instructions from the plaintiff/appellant present in the court, that Madhava Rao was the real brother of Keshava Rao. So, the defendant is also the son's son of Ravamma; and

b) that the plaint schedule-'A' property items 1 to 3 in O.S.No.197 of 2009 is the same as 'B' schedule property of

O.S.No.554 of 1994 of which the compromise decree was sought to be set aside. This 'B' schedule property was given to defendant under compromise decree and 'A' schedule of the compromise decree was given to the plaintiff. The O.S.No.197 of 2009 was only for 'B' schedule property and not 'A' schedule of O.S.No.552 of 1994.

37. The learned counsel for the respondents appeared through virtual mode and did not dispute the aforesaid submissions, which are on record in the docket order dated 21.08.2025.

Consideration of Point 'A':

38. Order 23 Rule 3A CPC reads as under:-

> "Order 23 Rule 3A: Bar to suit; no suit shall lie to set aside a decree on the ground that the compromise on which the decree is based was not lawful."

39. Learned counsel for the respondent placed reliance in **Manjunath Tirakappa Malagi** (supra), to contend that a compromise decree cannot be challenged by filing a fresh suit as there is a bar on filing a fresh suit challenging the compromise decree under Order 23 Rule 3A of C.P.C.

40. In **Manjunath Tirakappa Malagi** (supra), the appellants filed a suit for declaring a compromise decree entered into between the respondents (defendants) as null and void and not binding on the appellants. The appellants also sought for

partition of a certain share in the ancestral property which was in the possession of the defendants. The suit was dismissed. There the appellant's father, initially received share in the 1974 partition in a compromise decree. The same was further partitioned amongst the appellants and the appellants' father. The compromise decree was never challenged by the appellants. They filed a fresh suit in the year 2003 seeking cancellation of the compromise decree and seeking partition of the suit property. The appellants' ground for challenging the compromise decree was that the appellants' father was coerced by his brothers and father to enter into the compromise. Referring to the provisions of Order 2 Rule 2 and Order 23 Rule 3A CPC, the Hon'ble Apex Court held that even if the contention of the appellants that their father was coerced by his brothers and father to enter into the compromise was to be accepted, after passing of the consent decree a fresh suit was still not a valid remedy. In such a situation, the appellant's father should have filed a recall application before the court that had passed the compromise decree but that was not done. The appellant's father had admitted the compromise decree and never questioned its

validity. So, the appellant could not maintain fresh suit for cancellation of such a compromise decree.

41. So far as the present case is concerned, there is no dispute between the parties that at the time of the compromise decree in O.S.No.667 of 1990, the plaintiff was minor. Again, in O.S.No.552 of 1994 also the plaintiff was minor at the time of compromise decree. It is not in dispute that such compromise(s) were without the leave of the court. Consequently, the question involved here is different than the one in **Manjunath Tirakappa Malagi** (supra). There the party entering into compromise was not minor. So, the question of sanction/leave of the court and without such leave entering into compromise, was not involved. In the present case, Order 23 Rule 3A is to be read keeping in view the provisions of Order 32 Rule 7 C.P.C as it is a case of the compromise on behalf of the minor without sanction/leave of the court.

42. Order 32 Rule 7 CPC provides for the agreement or compromise by next friend or guardian for the suit and reads as under:

> **"Order 32 :** Suits by or against minors and persons of unsound mind
>
> **Rule 7**: Agreement or Compromise by next friend or guardian for the suit:

(1) No next friend or guardian for the suit shall, without the leave of the Court, expressly recorded in the proceedings, enter into any agreement or compromise on behalf of a minor with reference to the suit in which he acts as next friend or guardian.

(1A) An application for leave under sub-rule (1) shall be accompanied by an affidavit of the next friend or the guardian for the suit, as the case may be, and also, if the minor is represented by a pleader, by the certificate of the pleader, to the effect that the agreement or compromise proposed is, in his opinion, for the benefit of the minor:

Provided that the opinion so expressed, whether in the affidavit or in the certificate shall not preclude the Court from examining whether the agreement or compromise proposed is for the benefit of the minor.

(2) Any such agreement or compromise entered into without the leave of the Court so recorded shall be voidable against all parties other than the minor."

43. In ***Bishundeo Narain v. Seogeni Rai***[6]***,*** the Hon'ble Apex Court held that Order 32 Rule 7 CPC must be read as a whole. Sub-rule (2) contemplates a position where the mandatory provisions of sub-rule (1) have been ignored. It was held that in such a case, the resultant agreement or compromise is voidable at the instance of the minor, if the minor chooses to avoid it. Paragraph-18 of ***Bishundeo Narain*** (supra) reads as under:

"**18.** In our opinion, Order 32 Rule 7, must be read as a whole. Sub-rule (2) contemplates a position where the mandatory provisions

[6] 1951 SCC OnLine SC 34

of sub-rule (1) have been ignored. In such a case, the resultant agreement or compromise is not to be held a nullity. It is only voidable. Therefore, it is good unless the minor chooses to avoid it. It follows that a decree or order based on the agreement is also good unless the minor chooses to challenge it. That is the position where there is no sanction of the court. Reading the two provisions together, the Rule merely means this. No next friend or guardian for the suit can enter into an agreement or compromise *which will bind the minor* unless the court sanctions it. If the Patna decision is meant to convey that before the guardian even begins negotiations for compromise with the other side, he must obtain the sanction of the court, we are unable to agree with that view."

44. In **Kaushalya Devi and others vs. Baijnath Sayal and others**[7]**,** the Hon'ble Apex Court held that the plain meaning of Order 32 Rule 7(2) is that the impugned agreement can be avoided by the minor against the parties who are major and that it cannot be avoided by the parties who are major against the minor. It is voidable and not void. The provision has been made for the protection of minors. It requires that the minor should be given liberty to avoid it. Para 6 of **Kaushalya Devi** (supra) reads as under:

"The effect of the failure to comply with 0. 32, r. 7(1) is specifically provided by 0, 32, r. 7(2) which says that any such agreement or compromise entered into without the leave of the court so recorded shall be voidable against all

[7] AIR 1961 SC 790

parties other than the minor. Mr. Jha reads this provision as meaning that the impugned agreement is voidable against the parties to it who are major and is void in respect of the minor; in other words, he contends that the effect of this provision is that the major parties to it can avoid it and the minor need not avoid it at all because it is a nullity so far as he is concerned. In our opinion this contention is clearly inconsistent with the plain meaning of the rule. What the rule really means is that the impugned agreement can be avoided by the minor against the parties who are major, and that it cannot be avoided by the parties who are major against the minor. It is voidable and not void. It is voidable at the instance of the minor and not at the instance of any other party. It is voidable against the parties that are major but not against a minor. This provision has been made for the protection of minors, and it means nothing more than this that the failure to comply with the requirements of 0. 32, r. 7(1) will entitle a minor to avoid the agreement and its consequences. If he avoids the said agreement it would be set aside but in no case can the infirmity in the agreement be used by other parties for the purpose of avoiding it in their own interest. The protection of the minors' interest requires that he should be given liberty to avoid it. No such consideration arises in respect of the other parties to the agreement and they can make no grievance or complaint against the agreement on the ground that it has not complied with 0. 32, r. 7(1). The non-observance of the condition laid down by r. 1 does not make the agreement or decree void for it does not affect the jurisdiction of the court at all. The non-observance of

> the said condition makes the agreement or decree only voidable at the instance of the minor. That, in our opinion, is the effect of the provision of 0. 32, r. 7(1) and (2)."

45. So, the legal position is well settled that where there is no sanction of the Court and the next friend or guardian of a minor enters into an agreement or compromise, such compromise or agreement on behalf of the minor is voidable at the instance of the minor which the minor can avoid on attaining the age of majority within the period of limitation and if the minor chooses to avoid, it would be set aside.

46. In **Ghulam Rasool Reshi v. Ghulam Hassan Reshi**[8], the High Court of Jammu and Kashmir referred to the judgment of the Patna High Court in **Mahabir Mahton v. Chandeshwar Mahton**[9] and held that the legal implications of contravening the provisions of Order 32 Rule 7 has to be read in Order 23 Rule 3A CPC and so viewed Order 23 Rule 3A does not bar a suit and the minor can bring a suit for cancellation of compromise decree entered in violation of Order 32 Rule 7 C.P.C.

47. Paras 11, 12 and 16 of **Ghulam Rasool Reshi** (supra) are as follows:

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[8] 2002 SCC OnLine J&K 9
[9] (AIR 1985 Patna 251)

"11. Compromise recorded in violation of Order 32, Rules 3 and 7 CPC goes to the very root of the decree based on such compromise. Such a situation cannot be allowed to be used by the other side to the prejudice of the minor xxxxxxxxxxxxxxxx.

12. In **Mahabir Mahton v. Chandeshwar Mahton**[10], a learned Judge of Patna High Court held that the compromise decree can be set aside either in regular suit or review application filed by the minor.

16. The contended fraud/misrepresentation alleged in obtaining the compromise decree is in effect fraud on the minor party and abuse of Court proceedings between the parties. Compromise brought about on behalf of minor without complying with the mandatory provisions of Rules 3 and 7 of Order 32 CPC, renders such compromise open to challenge by way of relief in a suit so long it results in prejudice to the interest of minor. Besides, the fraud/mistake committed in the manner and matter, also enables the minor to claim cancellation/rectification of the decree and declaration of rights of minor in the decreed property under Specific Relief Act. Court cannot close its eyes to commission of fraud/misrepresentation, thoroughly vitiating the compromise. Legal implications of contravening provisions of Rr. 3 and 7 of O. 32 CPC, has to be read in O. 23, R. 3A, CPC, so viewed, O.

[10] (AIR 1985 Patna 251)

> 23, R. 3A CPC, does not bar a suit or proceeding to that end. The minor can and is within his rights to bring a suit, besides other conditions applying to move an application under Section 151 CPC for recalling/cancelling the decree passed by fraud, forgery with prejudice to the minor."

48. We are of the view, in the present case that, the plaintiff being minor at the time of the compromise which was entered without leave of the court, he on attaining the majority, within the period of limitation, could file the suit for cancellation of the compromise decree, as such a compromise decree would be voidable at the instance of the minor. In our view the suit for cancellation of a compromise decree, without leave of court, by a minor on attaining majority, would be maintainable and Order 23 Rule 3A CPC would not come in the way of filing a suit for cancellation of such a compromise decree. The remedy to apply to recall in the same suit may be open but that would not bar filing of the suit. So, O.S.No.197 of 2009 was not barred by Order 23 Rule 3A CPC .

Consideration of Point-B:

49. Plaintiff's case is that Ravamma and Pushpavati they both died intestate. The defendant had set up the case of the Will(s),

from both i.e separate wills, by those females, in his favour. The defendant is thus, denying intestate succession but claiming testamentary succession. So, under this point it requires consideration, if it is a case of intestate succession or testamentary succession.

50. The defendant though set up the case of Will(s), but no Will was filed. No evidence was led. The case of Will(s) thus has not been proved. The burden was on the defendant-respondent to establish his case of will. He failed.

51. Learned senior counsel for the defendant-respondent submitted that the plaintiff admitted the will and so there was no legal requirement to prove the will. He submitted that the admission is the best evidence. In this regard, he referred to para 5 of the plaint to contend that it contained the admission. Sri N. Subba Rao, learned senior counsel for the appellant submitted that there is no such admission.

52. We have perused para 5 of the plaint. The relevant part, which was referred by the defendant's counsel, is as follows:

> "5……Subsequently, due to the fear of his highhanded behavior, the said Chennupati Pushpavathi is voiceless and completely in the jaws of the defendant. After the death of Chennupati Kesava

> Rao as his mother Shri Ravamma was also alive by that time, as she was also legal heir to the said Chennupati Kesava Rao, the defendant taking advantage of her old age of about more than 80 years **claiming her property as though she bequeathed through a forged will without her knowledge and with, playing fraud and misrepresentation on her and claiming her share** also that belonging to him and his sons……."

53. The aforesaid part in plaint, in our view, cannot be said to be an admission of the plaintiff-appellant with respect to the wills which, the respondent-defendant claimed to be in his favour. The pleading is that taking the advantage of old age etc. her property was being claimed as if the same was bequeathed to the defendant-respondent. The plaintiff clearly said……through a forged will". There is no reference of any particular will or its description. Further, it was pleaded 'forged will'. It is settled in law that for an admission to be binding it must be clear and specific. Admission cannot be by drawing inference or reading a word or even a sentence. When read as a whole, the referred part of the plaint, we are of the considered view that the para 5 of the plaint does not contain any admission by the plaintiff-appellant of any will(s).

54 Further, it is a settled position in law that a will has to be proved as per the provisions of Section 68 of the Indian Evidence Act read with Section 63(c) of the Indian Succession Act. It is so, even with respect to a registered will. Registration of a Will does not dispense with the requirement of proving a will as per the above statutory provisions nor from removing the suspicious circumstances surrounding the execution of the will. Once the plaintiff's pleading was, claiming as bequeathed through a forged will, and the defendant had set up a case of will in his written statement, there was the legal requirement for the defendant to prove the will as per the statutory provisions but it was not done.

55. Recently, in **Ramesh Chand (D) Thr. LRs vs. Suresh Chand and another**[11] the Hon'ble Apex Court on the point of will, reiterated that, it is mandatory requirement to examine at least one of the attesting witness of the will. Paras 23 to 27, read as follows:-

> "23. The third document that the plaintiff has relied upon to claim his title over the property is a Registered Will dated 16.05.1996 said to have been executed by his father. The term "Will" has been defined under Section 2(h) of the Succession Act, 1925 as "the legal declaration of a testator with respect to his property which he desires to be carried into effect after his death". Its

[11] 2025 INSC 1059

essentials have been further enumerated by this Court in the case of Mathai Samuel v. Eapen Eapen (Dead) by Lrs.7 thus:

“12. Will is an instrument whereunder a person makes a disposition of his properties to take effect after his death and which is in its own nature ambulatory and revocable during his lifetime. It has three essentials:

(1) It must be a legal declaration of the testator's intention;

(2) That declaration must be with respect to his property; and

(3) The desire of the testator that the said declaration should be effectuated after his death.

13. The essential quality of a testamentary disposition is ambulatoriness of revocability during the executant's lifetime. Such a document is dependent upon the executant's death for its vigour and effect.”

24. Will has also been expounded upon in the case of Suraj Lamp (supra), thus:

“22. A will is the testament of the testator. It is a posthumous disposition of the estate of the testator directing distribution of his estate upon his death. It is not a transfer inter vivos. The two essential characteristics of a will are that it is intended to come into effect only after the death of the testator and is revocable at any time during the lifetime of the testator. It is said that so long as the testator is alive, a will is not worth the paper on which it is written, as the testator can at any time revoke it. If the testator, who is not married, marries after making the will, by operation of law, the will stands revoked. Registration of a will does not make it any more effective.”

25. This Court on the issue of the proof of Wills in the case of H. Venkatachala Iyengar v. B.N. Thimmajamma (AIR 1959 SC 443) has succinctly defined the contours as under:

“18. What is the true legal position in the matter of proof of wills? It is well-known that the proof of wills presents a recurring topic for decision in courts and there are a large number of judicial

pronouncements on the subject. The party propounding a will or otherwise making a claim under a will is no doubt seeking to prove a document and, in deciding how it is to be proved, we must inevitably refer to the statutory provisions which govern the proof of documents. Sections 67 and 68 of the Evidence Act are relevant for this purpose. Under Section 67, if a document is alleged to be signed by any person, the signature of the said person must be proved to be in his handwriting, and for proving such a handwriting under Sections 45 and 47 of the Act the opinions of experts and of persons acquainted with the handwriting of the person concerned are made relevant. Section 68 deals with the proof of the execution of the document required by law to be attested; and it provides that such a document shall not be used as evidence until one attesting witness at least has been called for the purpose of proving its execution. These provisions prescribe the requirements and the nature of proof which must be satisfied by the party who relies on a document in a court of law. Similarly, Sections 59 and 63 of the Indian Succession Act are also relevant. Section 59 provides that every person of sound mind, not being a minor, may dispose of his property by will and the three illustrations to this section indicate what is meant by the expression “a person of sound mind” in the context. Section 63 requires that the testator shall sign or affix his mark to the will or it shall be signed by some other person in his presence and by his direction and that the signature or mark shall be so made that it shall appear that it was intended thereby to give effect to the writing as a will. This section also requires that the will shall be attested by two or more witnesses as prescribed. Thus the question as to whether the will set up by the propounder is proved to be the last will of the testator has to be decided in the light of these provisions. Has the testator signed the will? Did he understand the nature and effect of the dispositions in the will? Did he put his signature to the will knowing what it contained?

Stated broadly it is the decision of these questions which determines the nature of the finding on the question of the proof of wills. It would prima facie be true to say that the will has to be proved like any other document except as to the special requirements of attestation prescribed by Section 63 of the Indian Succession Act. As in the case of proof of other documents so in the case of proof of wills it would be idle to expect proof with mathematical certainty. The test to be applied would be the usual test of the satisfaction of the prudent mind in such matters."

26. Further, in the case of **Meena Pradhan v. Kamla Pradhan** ((2023) 9 SCC 734) following essentials to prove a Will were mentioned:

"10.1. The court has to consider two aspects: firstly, that the will is executed by the testator, and secondly, that it was the last will executed by him;

10.2. It is not required to be proved with mathematical accuracy, but the test of satisfaction of the prudent mind has to be applied.

10.3. A will is required to fulfill all the formalities required under Section 63 of the Succession Act, that is to say:

(a) The testator shall sign or affix his mark to the will or it shall be signed by some other person in his presence and by his direction and the said signature or affixation shall show that it was intended to give effect to the writing as a will;

(b) It is mandatory to get it attested by two or more witnesses, though no particular form of attestation is necessary;

(c) Each of the attesting witnesses must have seen the testator sign or affix his mark to the will or has seen some other person sign the will, in the presence and by the direction of the testator, or has received from the testator a personal acknowledgment of such signatures;

(d) Each of the attesting witnesses shall sign the will in the presence of the testator, however, the presence of all witnesses at the same time is not required;

10.4. For the purpose of proving the execution of the will, at least one of the attesting witnesses, who is alive, subject to the process of court, and capable of giving evidence, shall be examined;

10.5. The attesting witness should speak not only about the testator's signatures but also that each of the witnesses had signed the will in the presence of the testator;

10.6. If one attesting witness can prove the execution of the will, the examination of other attesting witnesses can be dispensed with;

10.7. Where one attesting witness examined to prove the will fails to prove its due execution, then the other available attesting witness has to be called to supplement his evidence.

10.8. Whenever there exists any suspicion as to the execution of the will, it is the responsibility of the propounder to remove all legitimate suspicions before it can be accepted as the testator's last will. In such cases, the initial onus on the propounder becomes heavier.

10.9. The test of judicial conscience has been evolved for dealing with those cases where the execution of the will is surrounded by suspicious circumstances. It requires to consider factors such as awareness of the testator as to the content as well as the consequences, nature and effect of the dispositions in the will; sound, certain and disposing state of mind and memory of the testator at the time of execution; testator executed the will while acting on his own free will;

10.10. One who alleges fraud, fabrication, undue influence et cetera has to prove the same. However, even in the absence of such allegations, if there are circumstances giving rise to doubt, then it becomes the duty of the propounder to dispel such suspicious circumstances by giving a cogent and convincing explanation.

10.11. Suspicious circumstances must be “real, germane and valid” and not merely “the fantasy of the doubting mind

> [Shivakumar v. Sharanabasappa, (2021) 11 SCC 277] ". Whether a particular feature would qualify as "suspicious" would depend on the facts and circumstances of each case. Any circumstance raising suspicion legitimate in nature would qualify as a suspicious circumstance, for example, a shaky signature, a feeble mind, an unfair and unjust disposition of property, the propounder himself taking a leading part in the making of the will under which he receives a substantial benefit, etc.
>
> 27. Considering the aforementioned cases, it is clear that in order to rely upon a Will, the same has to be proved in accordance with law. A Will has to be attested by two witness, and either of the two attesting witnesses have to be examined by the profounder of the will……"

56. So, the case as set up by the defendant – respondent based on the alleged Will(s) remained only the pleading, which could not be proved. The Will(s) was not filed. Any other evidence was also not led by the defendant.

57. In our considered view the present is not a case of testamentary succession on the death of Ravamma or/and Pushpavati, but is a case of an intestate succession on their respective death(s) under Hindu Succession Act, 1956.

Consideration of Points C & D:

58. Both these points are related to each other and are being taken up together.

59. We shall first reproduce Sections 5, 11 and 16 of the H.M.Act and Sections 3(1)(j), 8, 15 and 16 and Schedule-1 (Class-I heir) of H.S.Act.

60. Section 5(i) of H.M. Act provides as under:-

> "5. Conditions for a Hindu Marriage: A marriage may be solemnized between any two Hindus, if the following conditions are fulfilled namely:-
>
> (i) Neither party has a spouse living at the time of marriage,
>
> (ii) To (v)……"

61. Section 11 of H.M.Act, 1955 reads as under:

> "11. **Void marriages.-**
>
> Any marriage solemnised after the commencement of this Act shall be null and void and may, on a petition presented by either party thereto against the other party, be so declared by a decree of nullity if it contravenes any one of the conditions specified in clauses (i) , (iv) and (v) of section 5."

62. Section 16 of the H.M.Act, 1955 reads as under:

> "16. **Legitimacy of children of void and voidable marriages.—**
>
> (1) Notwithstanding that a marriage is null and void under section 11, any child of such marriage who would have been legitimate if the marriage had been valid, shall be legitimate, whether such child is born before or after the commencement of the Marriage Laws (Amendment) Act, 1976 (68 of 1976), and whether or not a decree of nullity is granted in respect of that marriage under this Act and

whether or not the marriage is held to be void otherwise than on a petition under this Act.

(2) Where a decree of nullity is granted in respect of a voidable marriage under section 12, any child begotten or conceived before the decree is made, who would have been the legitimate child of the parties to the marriage if at the date of the decree it had been dissolved instead of being annulled, shall be deemed to be their legitimate child notwithstanding the decree of nullity.

(3) Nothing contained in sub-section (1) or sub-section (2) shall be construed as conferring upon any child of a marriage which is null and void or which is annulled by a decree of nullity under section 12, any rights in or to the property of any person, other than the parents, in any case where, but for the passing of this Act, such child would have been incapable of possessing or acquiring any such rights by reason of his not being the legitimate child of his parents."

63. Section 3(1)(j) of H.S.Act, 1956 reads as under:

"3. Definitions and interpretation .—

(1) In this Act, unless the context otherwise requires,—

(j) "related" means related by legitimate kinship:

Provided that illegitimate children shall be deemed to be related to their mothers and to one another, and their legitimate descendants shall be deemed to be related to them and to one another; and any word expressing relationship or denoting a relative shall be construed accordingly."

64. Section 8 of H.S.Act, 1956 reads as under:-

"8. General rules of succession in the case of males.—

The property of a male Hindu dying intestate shall devolve according to the provisions of this Chapter:—

(a) firstly, upon the heirs, being the relatives specified in class I of the Schedule;

(b) secondly, if there is no heir of class I, then upon the heirs, being the relatives specified in class II of the Schedule;

(c) thirdly, if there is no heir of any of the two classes, then upon the agnates of the deceased; and

(d) lastly, if there is no agnate, then upon the cognates of the deceased."

65. Schedule-I referable to Section 8 of H.S.Act is as under:

THE SCHEDULE

(See section 8)

HEIRS IN CLASS I AND CLASS II

Class I

Son; daughter; widow; mother; son of a pre-deceased son; daughter of a pre-deceased son; son of a pre-deceased daughter; daughter of a pre-deceased daughter; widow of a pre-deceased son; son of a pre-deceased son of a pre-deceased son; daughter of a pre-deceased son of a pre-deceased son; widow of a pre-deceased son of a pre-deceased son 1 [son of a predeceased daughter of a pre-deceased daughter; daughter of a pre-deceased daughter of a pre-deceased daughter; daughter of a pre-deceased son of a pre-deceased daughter; daughter of a pre-deceased daughter of a pre-deceased son].

Class II

I. Father.

II. (1) Son's daughter's son, (2) son's daughter's daughter, (3) brother, (4) sister.

III. (1) Daughter's son's son, (2) daughter's son's daughter, (3) daughter's daughter's son, (4) daughter's daughter's daughter.

IV. (1) Brother's son, (2) sister's son, (3) brother's daughter, (4) sister's daughter.

V. Father's father; father's mother.

VI. Father's widow; brother's widow.

VII. Father's brother; father's sister.

VIII. Mother's father; mother's mother.

IX. Mother's brother; mother's sister.

Explanation.—In this Schedule, references to a brother or sister do not include references to a brother or sister by uterine blood."

66. Section 15 of Hindu Succession Act, 1956 reads as under:

"15. General rules of succession in the case of female Hindus.—

(1) The property of a female Hindu dying intestate shall devolve according to the rules set out in section 16,—

(a) firstly, upon the sons and daughters (including the children of any pre-deceased son or daughter) and the husband;

(b) secondly, upon the heirs of the husband;

(c) thirdly, upon the mother and father;

(d) fourthly, upon the heirs of the father; and

(e) lastly, upon the heirs of the mother.

(2) Notwithstanding anything contained in sub-section (1),—

(a) any property inherited by a female Hindu from her father or mother shall devolve, in the absence of any son or daughter of the deceased (including the children of any pre-deceased son or daughter) not upon the other heirs referred to in sub-section (1) in the order specified therein, but upon the heirs of the father; and

(b) any property inherited by a female Hindu from her husband or from her father-in-law shall devolve, in the absence of any son or daughter of the deceased (including the children of any pre-deceased son or daughter) not upon the other heirs referred

> to in sub-section (1) in the order specified therein, but upon the heirs of the husband."

67. Section 16 of the H.S. Act reads as under:-

"16. Order of succession and manner of distribution among heirs of a female Hindu.—

The order of succession among the heirs referred to in section 15 shall be, and the distribution of the intestate's property among those heirs shall take place according to the following rules, namely:—

Rule 1.—Among the heirs specified in sub-section (1) of section 15, those in one entry shall be preferred to those in any succeeding entry, and those included in the same entry shall take simultaneously.

Rule 2.—If any son or daughter of the intestate had pre-deceased the intestate leaving his or her own children alive at the time of the intestate's death, the children of such son or daughter shall take between them the share which such son or daughter would have taken if living at the intestate's death.

Rule 3.—The devolution of the property of the intestate on the heirs referred to in clauses (b), (d) and (e) of sub-section (1) and in sub-section (2) of section 15 shall be in the same order and according to the same rules as would have applied if the property had been the father's or the mother's or the husband's as the case may be, and such person had died intestate in respect thereof immediately after the intestate's death."

68. We now refer to the judgment in **Revana Siddappa** (supra), in which issues in reference were as follows vide para 17:

> "17. The reference essentially raises the following issue: whether a child who is conferred with legislative legitimacy under Section 16(1) or 16(2) is, by reason of Section 16(3), entitled to the ancestral/coparcenary property of the parents or is the child

merely entitled to the self-earned/separate property of the parents. The questions that arise before us are - first, whether the legislative intent is to confer legitimacy on a child covered by Section 16 in a manner that makes them coparceners, and thus entitled to initiate or get a share in the partition - actual or notional; second, at what point does a specific property transition into becoming the property of the parent. For, it is solely within such property that children endowed with legislative legitimacy hold entitlement, in accordance with Section 16(3)."

69. The Hon'ble Apex Court answered the reference recording the conclusions, in para 54 of **Revana Siddappa** (supra) which reads as under:

"54. We now formulate our conclusions in the following terms:

(i) In terms of sub-section (1) of Section 16, a child of a marriage which is null and void under Section 11 is statutorily conferred with legitimacy irrespective of whether (i) such a child is born before or after the commencement of Amending Act 1976; (ii) a decree of nullity is granted in respect of that marriage under the Act and the marriage is held to be void otherwise than on a petition under the enactment;

(ii) In terms of sub-section (2) of Section 16 where a voidable marriage has been annulled by a decree of nullity under Section 12, a child 'begotten or conceived' before the decree has been made, is deemed to be their legitimate child notwithstanding the decree, if the child would have been legitimate to the parties to the marriage if a decree of dissolution had been passed instead of a decree of nullity;

(iii) While conferring legitimacy in terms of sub-section (1) on a child born from a void marriage and under sub-section (2) to a child born from a voidable PART K marriage which has been annulled, the legislature has stipulated in sub-section (3) of Section 16 that such a child will have rights to or in the property of the parents and not in the property of any other person;

(iv) While construing the provisions of Section 3(1)(j) of the HSA 1956 including the proviso, the legitimacy which is conferred by Section 16 of the HMA 1955 on a child born from a void or, as the case may be, voidable marriage has to be read into the provisions of the HSA 1956. In other words, a child who is legitimate under sub-section (1) or sub-section (2) of Section 16 of the HMA would, for the purposes of Section 3(1)(j) of the HSA 1956, fall within the ambit of the explanation 'related by legitimate kinship' and cannot be regarded as an 'illegitimate child' for the purposes of the proviso;

(v) Section 6 of the HSA 1956 continues to recognize the institution of a joint Hindu family governed by the Mitakshara law and the concepts of a coparcener, the acquisition of an interest as a coparcener by birth and rights in coparcenary property. By the substitution of Section 6, equal rights have been granted to daughters, in the same manner as sons as indicated by sub-section (1) of Section 6;

(vi) Section 6 of the HSA 1956 provides for the devolution of interest in coparcenary property. Prior to the substitution of Section 6 with effect from 9 September 2005 by the Amending Act of 2005, Section 6 stipulated the devolution of interest in a Mitakshara coparcenary property of a male Hindu by survivorship on the surviving members of the coparcenary. The exception to devolution by survivorship was where the deceased had left surviving a female relative specified in Class I of the Schedule or a male relative in Class I claiming through a female relative, in which event the interest of the deceased in a Mitakshara coparcenary property would devolve by testamentary or intestate succession and not by survivorship. In terms of sub-section (3) of Section 6 as amended, on a Hindu dying after the commencement of the Amending Act of 2005 his interest in the property of a Joint Hindu family governed by the Mitakshara law will devolve by testamentary or intestate succession, as the case may be, under the enactment and not by survivorship. As a consequence of the substitution of Section 6, the rule of devolution by testamentary or intestate succession of the interest of a deceased Hindu in the property of a Joint Hindu family governed by Mitakshara law has been made the norm;

(vii) Section 8 of the HSA 1956 provides general rules of succession for the devolution of the property of a male Hindu dying intestate. Section 10 provides for the distribution of the property among heirs of Class I of the Schedule. Section 15 stipulates the general rules of succession in the case of female Hindus dying intestate. Section 16 provides for the order of succession and the distribution among heirs of a female Hindu;

(viii) While providing for the devolution of the interest of a Hindu in the property of a Joint Hindu family governed by Mitakshara law, dying after the commencement of the Amending Act of 2005 by testamentary or intestate succession, Section 6 (3) lays down a legal fiction namely that 'the PART K coparcenary property shall be deemed to have been divided as if a partition had taken place'. According to the Explanation, the interest of a Hindu Mitakshara coparcener is deemed to be the share in the property that would have been allotted to him if a partition of the property has taken place immediately before his death irrespective of whether or not he is entitled to claim partition;

(ix) For the purpose of ascertaining the interest of a deceased Hindu Mitakshara coparcener, the law mandates the assumption of a state of affairs immediately prior to the death of the coparcener namely, a partition of the coparcenary property between the deceased and other members of the coparcenary. Once the share of the deceased in property that would have been allotted to him if a partition had taken place immediately before his death is ascertained, his heirs including the children who have been conferred with legitimacy under Section 16 of the HMA 1955, will be entitled to their share in the property which would have been allotted to the deceased upon the notional partition, if it had taken place; and

(x) The provisions of the HSA 1956 have to be harmonized with the mandate in Section 16(3) of the HMA 1955 which indicates that a child who is conferred with legitimacy under sub-sections (1) and (2) will not be entitled to rights in or to the property of any person other than the parents. The property of the parent, where the parent had an interest in the property of a Joint Hindu family governed under the Mitakshara law has to be ascertained in terms of the Explanation to sub-section (3), as interpreted above."

70. In **Revanasiddappa** (supra), the Hon'ble Apex Court, thus settled the legal position, inter alia that, the provisions of the HSA 1956 have to be harmonized with the mandate in Section 16(3) of the H.M.A 1955 which indicates that a child who is conferred with legitimacy under sub-sections (1) and (2) will not be entitled to rights in or to the property of any person other than the parents.

The property of the parent, where the parent had an interest in the property of a Joint Hindu family governed under the Mitakshara law, has to be ascertained in terms of the Explanation to sub-section (3). So, with respect to the property of the parents for a child of void, or voidable marriage after its cancellation or declaration, such a child, under Section 16(3) of Hindu Marriage Act, 1955 conferred with legitimacy, is entitled. He is so entitled to the property of parents only, and does not have any right in the property of any other person. The Hon'ble Apex Court with respect to Section 3(1)(j) of the Hindu Succession Act, 1956, which defines 'related', which 'means related by legitimate Kinship' with its proviso, held that, the legitimacy which is conferred by Section 16 of the H.M.Act on a child born of a void marriage or voidable marriage has to be read in H.S.Act. Such a child would fall in within the ambit of Explanation 'related by legitimate kinship' under Section3(1)(j) of H.S.Act and cannot be regarded an legitimate child for the purpose of its proviso.

71. The plaintiff is the son of Manikyamaba @ Mani. Plaintiff's case was of marriage of Ch. Kesava Rao with Manikyamba @ Mani. The defendant had set up the case of no such marriage and the plaintiff not being the son of Kesava Rao. It remained

only the pleading, without leading any evidence nor even cross-examining the plaintiff's witnesses P.W.1. The evidence of P.W.1 proved marriage. The trial court believed such marriage. But, such marriage was during subsistence of the marriage of Kesava Rao with Puspavathi (1st wife). So, by applying the legal provision the marriage was void under Section 11 read with Section 5(i) of the H.M. Act, 1955. Plaintiff would therefore be illegitimate son of Ch. Keshava Rao but conferred with legitimacy under Section 16(1) of the H.M.Act and also entitled to succeed to the property of his father Ch. Kesava Rao, as per Section 16(3) of the H.M.Act read with Section 8 and Schedule-I – Class-I heir.

72. Ch. Keshava Rao died intestate. He was survived by plaintiff-Chennupati Naga Venkata Krishna (son), Ravamma (mother) and Pushpavathi (wife) respectively. So, they all shall succeed in equal shares 1/3rd each being the heir of Class-I.

73. The next point now is whether the plaintiff would succeed to the estate left by Ravamma and Pushpavati dying intestate.

74. We shall consider it under separate heads. Firstly, with respect to Ravamma's estate and then Pushpavati's estate.

75. There is no dispute that the estate left by these two females on their respective death, had devolved upon them on

the death of Keshava Rao father of the plaintiff, being his mother and widow respectively.

Succession to the Estate of Ravamma:

76. So far as the estate left by Ravamma is concerned, on her demise, as per the General Rules of Succession, in the case of female Hindus, it shall devolve according to the Rules set out in Section 16, firstly, upon the sons and daughters (including the children of any predeceased son or daughter), and the husband. The plaintiff is the son of the predeceased son, namely, Chennupati Kesava Rao of Ravamma. The defendant is also the son of Chennupati Madhava Rao, another son of Ravamma. It is not clear whether Chennupati Madhava Rao was alive or had predeceased his mother Ravamma. But, for our purposes, that would not be very relevant. The reason is that, if Chennupati Madhava Rao was alive, he would take in the estate left by Ravamma on her death under clause (a) of Section 15 (1) along with the plaintiff, who is the son of the predeceased son Chennupati Kesava Rao. And, if Madhavarao had also predeceased Ravamma, then the defendant would take along with the plaintiff. So, in either situation, the defendant would take along with the plaintiff in the estate of Ravamma, left by her,

which she had inherited from his predeceased son Kesava Rao i.e., 1/3rd, and in that 1/3rd, the plaitiff and the defendant would take in equal shares i.e.,1/6th, each under Section 15 (1) (a) of the Hindu Succession Act.

Succession to the Estate left by Pushpavathi:

77. Plaintiff is covered under Section 16(1) of H.M.Act, 1956. He is entitled to the estate of his parents under Section16(3) of the H.M.Act. The question is whether Chennupati Pushpavathi (1st wife of Chennupati Kesava Rao) would be covered by the expression 'parent' of the plaintiff.

78. In ***K. C. Nithya v. State of Tamil Nadu***[12] the issue was whether the grandfather would be included within the expression "parent" under the prospectus published, to be given admission in M.B.B.S Course in any one of the Government Medical Colleges in Tamil Nadu which reserved the seats for children whose parents worked for the enrichment, propagation and development of Tamil Language and made significant contribution to Tamil Society, Culture and Literature. The grandfather of the petitioner therein had preserved the art of 'Silambattam' and thereby had contributed to the protection and development of Tamil Culture.

[12] 1997 SCC OnLine Mad 991

The candidate's application was rejected on the ground that the prospectus provided for, 'parents' and not 'grandparents'. The Madras High Court in that context held that naturally it could be only the natural parents. Further, considering that in 'the Law Lexicon' the ordinary meaning for 'parent' was as 'a person who has begotten or borne a child; father or mother, it was held that the word 'parent' or 'parents' may also mean one of both parents but 'parent' does not include a 'step-father' or 'step-mother'.

79. Paragraphs 7 and 8 of ***K. C. Nithya*** (supra) read as under:

> "**7.** I do not think the interpretation given by learned counsel for petitioner can be accepted. The expression that is used is 'Children whose parents worked for the enrichment'. **Naturally, it could be only the natural parents and not grandparents.** Apart from this, the prospectus itself gives a contrary intention. When we consider the reservation made for children of freedom-fighters we find that admission is reserved for grand-children of freedom-fighters. This itself shows that the reservation under Special Category to which petitioner applied, applies only to natural parents, *i.e.*, mother or father, and not grandparents.
>
> **8.** Even in 'The Law Lexicon' relied on by learned counsel for petitioner, the **ordinary meaning for 'parent' is given as 'a person who has begotten or borne a child; father or mother'. It is further said that 'the word parent' or 'parents' may be held to mean one of both parents. 'Parent' is generally understood to mean father or mother, but it may also mean any lineal ancestor. It generally applied to the father. The Law Lexicon further says that 'In the**

legal or ordinary acceptation of the term, 'parent' does not include a step-father or step-mother."

80. We also refer to the judgment in ***Lachman Singh v. Kirpa Singh***[13] in which the Hon'ble Apex Court held that ordinarily laws of succession to property follow the natural inclinations of men and women. It was observed that according to *Collins English Dictionary* a "son" means a male offspring and "stepson" means a son of one's husband or wife by a former union. Under the H.S.Act a son of a female by her first marriage will not succeed to the estate of her "second husband" on his dying intestate. In the case of a woman it is natural that a stepson, that is, the son of her husband by his another wife is a step away from the son who has come out of her own womb. But, under the Act a stepson of a female dying intestate is an heir and that is so because the family headed by a male is considered as a social unit. The Hon'ble Apex Court held that if a stepson does not fall within the scope of the expression "sons" in clause (a) of Section 15 (1) of the Act, he is sure to fall under clause (b) thereof being an heir of the husband. The word "sons" in clause (a) of Section 15 (1) of the Act includes sons born out of the womb of a female by the same

[13] (1987) 2 SCC 547

husband or by different husbands and adopted sons who are deemed to be sons for purposes of inheritance. Children of any predeceased son or adopted son also fall within the meaning of the expression “sons”. It was further held that if Parliament had felt that the word “sons” should include “stepsons” also, it would have said so in express terms. It was concluded that the word “sons” in clause (a) of Section 15 (1) of the H.S.Act does not include “stepsons” and that stepsons fall in the category of the heirs of the husband under clause (b). The Hon’ble Apex Court held that, when once a property becomes the absolute property of a female Hindu it shall devolve first on her children, as provided in Section 15 (1)(a) of the Act and then on other heirs subject only to the limited change introduced in Section 15 (2) of the Act. The stepsons and stepdaughters will come in as heirs only under clause (b) of Section 15(1) or under clause (b) of Section 15 (2) of the H.S. Act.

81. Paragraph 5 and the relevant part of paragraph 7 of ***Lachman Singh*** (supra) read as under:

> “**5.** The only question which is to be determined here is whether the expression “sons” in clause (*a*) of Section 15(1) of the Act includes stepsons also i.e. sons of the husband of the deceased by another wife. In order to decide it, it is necessary to refer to some of

the provisions of the Act. Section 3(*j*) of the Act defines "related" as related by legitimate kinship but the proviso thereto states that illegitimate children shall be deemed to be related to their mother and to one another, and their legitimate descendants shall be deemed to be related to them and to one another and that any word expressing relationship or denoting a relative shall be construed accordingly. Section 6 and Section 7 of the Act respectively deal with devolution of interest in coparcenary property and devolution of interest in the property of a *tarwad*, *tavazhi*, *kutumba*, *kavaru* and *illom*. Sections 8 to 13 of the Act deal with rules of succession to the property of a male Hindu dying intestate. We are concerned in this case with the rules of succession to the property of a female Hindu dying intestate. Sections 15 and 16 of the Act are material for our purpose. Ordinarily laws of succession to property follow the natural inclinations of men and women. The list of heirs in Section 15(1) of the Act is enumerated having regard to the current notions about propinquity or nearness of relationship. The words "son" and "stepson" are not defined in the Act. According to Collins *English Dictionary* a "son" means a male offspring and "stepson" means a son of one's husband or wife by a former union. Under the Act a son of a female by her first marriage will not succeed to the estate of her "second husband" on his dying intestate. In the case of a woman it is natural that a stepson, that is, the son of her husband by his another wife is a step away from the son who has come out of her own womb. But under the Act a stepson of a female dying intestate is an heir and that is so because the family headed by a male is considered as a social unit. If a stepson does not fall within the scope of the expression "sons" in clause (*a*) of Section 15(1) of the Act, he is sure to fall under clause (*b*) thereof being an heir of the husband. The word "sons" in clause (*a*) of Section 15(1) of the Act includes (*i*) sons born out of the womb of a female by the

same husband or by different husbands including illegitimate sons too in view of Section 30 of the Act and (*a*) adopted sons who are deemed to be sons for purposes of inheritance. Children of any predeceased son or adopted son also fall within the meaning of the expression "sons". If Parliament had felt that the word "sons" should include "stepsons" also it would have said so in express terms. We should remember that under the Hindu law as it stood prior to the coming into force of the Act, a stepson i.e. a son of the husband of a female by another wife did not simultaneously succeed to the stridhana of the female on her dying intestate. In that case the son born out of her womb had precedence over a stepson. Parliament would have made express provision in the Act if it intended that there should be such a radical departure from the past. We are of the view that the word "sons" in clause (*a*) of Section 15(1) of the Act does not include "stepsons" and that stepsons fall in the category of the heirs of the husband referred to in clause (6) thereof."

"**7……..** When once a property becomes the absolute property of a female Hindu it shall devolve first on her children (including children of the predeceased son and daughter) as provided in Section 15(1)(*a*) of the Act and then on other heirs subject only to the limited change introduced in Section 15(2) of the Act. The stepsons and stepdaughters will come in as heirs only under clause (*b*) of Section 15(1) or under clause (*b*) of Section 15(2) of the Act. We do not, therefore, agree with the reasons given by the Allahabad High Court in support of its decision. We disagree with this decision."

82. In ***Bajaya v. Gopika Bai***[14] the question was with resepct to the succession to the interests of one Smt.Sarji, who died

[14] (1978) 2 SCC 542

intestate and issueless under the Hindu Succession Act, 1956. The interest in the suit property therein was inherited by Smt. Sarji from her husband. Referring to the General Rules of succession in the case of female Hindu dying intestate given in Sections 15 and 16 of the Hindu Succession Act, the Hon'ble Apex Court held that, then, estate will go to the heirs of her husband Punjya, under Section 15 (1) (b) of the Hindu Succession Act.

83. In ***Bajaya*** (supra) the Hon'ble Apex Court also considered the question whether the heirs of the husband in Secton 15 were to be ascertained with respect to the date of Punjya's demise or with reference to the date of the death of Smt.Sarji when succession opened. The Hon'ble Apex Court on consideration of Section 15 (2) (b) and the fiction raised in Rule 3 of Section 16 of the Hindu Succession Act held that for the purpose of ascertaining the order of devolution, it is to be deemed as if the husband died intestate immediately after the female intestate's death, and reverted to the schedule under Section 8 of the H.S.Act to determine the heirs of Smt. Sarji's husnad on her death.

84. Paragraphs 28 to 34 of ***Bajaya*** (supra) are reproduced as under:

> "**28.** The further question to be considered is: Which of the parties is entitled to succeed to the interest of Smt Sarji deceased under the Hindu Succession Act, 1956?
>
> **29.** The General Rules of succession in the case of a female Hindu dying intestate are given in Section 15 of the Act, which so far as it is material for the purpose, read as follows:
>
> "15. (1) The property of a female Hindu dying intestate shall devolve according to the rules set out in Section 16,—
>
> (*a*) upon the sons and daughters (including the children of any predeceased son or daughter) and the husband;
>
> (*b*) upon the heirs of the husband;
>
> **(*c*) *to* (*e*) * * ***
>
> **(2) Notwithstanding anything contained in sub-section (1);—**
>
> **(*a*) * * ***
>
> **(*b*) any property inherited by a female Hindu from her husband or from her father-in-law shall devolve, in the absence of any son or daughter of the deceased (including the children of any predeceased son or daughter) not upon the other heirs referred to in sub-section (1) in the order specified therein, but upon the heirs of the husband."**
>
> **30.** This section should be read along with the Rules set out in Section 16, the material part of which runs as under:
>
> "The order of succession among the heirs referred to in Section 15 shall be, and the distribution of the intestate's property among those heirs shall take place according to the following rules, namely:
>
> Rule 1-2 * * *

Rule 3. The devolution of the property of the intestate on the heirs referred to in clauses (*b*), (*d*) and (*e*) of sub-section (1) and in sub-section (2) of Section 15 shall be in the same order and according to the same rules as would have applied *if the property had been the father's* or *the husband's* as the case may be, and such person had died intestate in respect thereof *immediately after the intestate's death*."

(*Emphasis supplied*)

31. The instant case will fall under clause (*b*), sub-section (2) of Section 15, because Smt Sarji died issueless and intestate. The interest in the suit property was inherited by her from her husband. The suit land will, therefore, under clause (*b*), go to the heirs of her husband, Punjya.

32. The next question is, whether "the heirs of the husband" in Section 15 are to be ascertained with reference to the date of Punjya's demise in 1936, or with reference to the date of Shrimati Sarji's death on November 6, 1956, when succession opened out.

33. There appears to be some divergence of opinion among the High Courts on this point. We are however of opinion that once it is found that the case falls under Section 15(2)(*b*), the fiction envisaged in Rule 3 of Section 16 is attracted, according to which, for the purpose of ascertaining the order of devolution, it is to be deemed as if the husband had died intestate immediately after the female intestate's death. Bearing this fiction in mind we have then to go to the Schedule under Section 8 of the Act to find out as to who would be the heirs of Smt Sarji's husband on *the date of her death*. Section 8 of the Act provides that the property of a male Hindu dying intestate shall devolve according to the provisions of this Chapter:

(*a*) Firstly, upon the heirs, being the relatives specified in Class I of the Schedule;

(*b*) Secondly, if there is no heir of Class I, then upon the heirs, being the relatives specified in Class II of the Schedule;

(*c*) Thirdly, if there is no heir of any of the two classes then upon the agnates of the deceased; and

(*d*) Lastly, if there is no agnate, then upon the agnates of the deceased.

34. Now, Smt Gopikabai, Respondent 1 is admittedly the daughter of the sister of the last male holder, Punjya; whereas the appellants are his remote agnates. Neither party falls under Class I of the Schedule. "Sister's daughter" is Item 4 of Entry IV in Class II of the Schedule; while agnates do not figure anywhere in Class II. Thus, *Smt Gopikabai's case* will come in clause (*b*), secondly, of Section 8 and, as such, she will be a preferential heir of the husband of Smt Sarji, if he had died the moment after her death on November 6, 1956. In this view, she would exclude the defendant-agnates from inheritance even according to "personal law" which, within the contemplation of Section 151 of the Code, will include the Hindu Succession Act, 1956, in force at the time when Smt Sarji died and succession opened out."

85. We are therefore of the considered view that

i) the plaintiff being the son of Chennupati Kesava Rao and Manikyamba @ Mani, would be the 'stepson' of Pushpavathi (1st wife of Chennupati Kesava Rao). Pushpavathi would not be included within the expression 'parent', of the plaintiff, she not being the natural mother of the plaintiff, for the purposes of Section 16 (3) of the Hindu Marriage Act. The plaintiff would not be the legal heir of Pushpavathi, on her death, so as to be called

her 'son' and therefore would not be entitled to succeed under Section 15 (1) (a) of the Hindu Succession Act. But,

ii) in view of the law laid down in **Lachman Singh** (supra), **Bajaya** (supra) and **Revana Siddappa** (supra), the plaintiff's case would fall under Section 15 (1) (b) of the Hindu Succession Act. The plaintiff being the son of Chennupati Kesava Rao, would be entitled to succeed to the estate of Pushpavathi under Section 15 (1) (b) and Section 15 (2) (b) of the Hindu Succession Act, as the legal heir (son) of Chennupati Kesava Rao, i.e the pre-deceased husband of Pushpavathi,

iii) the provision of Section 3(1)(j) H.S.Act will not come in the way of such succession. The plaintiff would not be regarded as illegitimate child, even for the purpose of proviso to Section 3(1)(j) H.S.Act; and

iv) the defendant respondent would not succeed to the estate left by Pushpavati, in the presence of the plaintiff (legal heir of predeceased husband) under Section 15(1)(b) H.S.Act.

86. Thus considered, the plaintiff is not the absolute owner but would be entitled to 5/6th share and the defendant to 1/6th as per the following:-

(i) On the death of Chennupati Kesava Rao/plaintiff 1/3rd under Section 8 read with Schedule of the HS.Act, being Class-I heir;

(ii) On the death of Ravamma;

a) plaintiff ½ of 1/3rd of Ravamma, = 1/6th, under Section 15 (1) (a) of HS Act;

b) The defendant ½ of 1/3rd of Raavamma = 1/6th under Section 15 (1) (a) of H.S. Act.

(iii) On the death of Pushpavathi; plaintiff would take her 1/3rd estate under Sections 15 (1) (b), 15 (2) (b) r/w Section 16 of H.S Act.

87. Now proceeding further, before considering Point – E, we shall consider the following other submissions of the learned counsel for the respondent.

88. Learned counsel for the respondent placed reliance in **C.N. Ramappa Gowda** (supra) to contend that even if the plaintiff was not cross-examined by the defendant and the defendant had also not let in any evidence, on that ground, the learned Trial Court could not hold that the plaintiff's case had been proved.

89. In **C.N. Ramappa Gowda** (supra), the Hon'ble Apex Court held that assertion is no proof and hence, the burden lay on the

plaintiff to prove even if there was no written statement to the contrary or any evidence of rebuttal.

90. There cannot be any dispute on the proposition of law that even if the defendant does not file written statement or does not lead his evidence or even does not cross examine the plaintiff's witnesses, still the plaintiff has to establish his case based on the evidence on record and the trial court has to record the reasons for proof of the plaintiff's case. In other words, whatever be the evidence on record lead by the plaintiff, the trial court has to appreciate such evidence and has to arrive at a definite finding.

91. In the present case, the trial court has considered the evidence on record before it. Besides documentary evidence, the oral evidence was of the plaintiff's witness P.W.1. The trial court in consideration of the evidence of P.W.1, believed that evidence. In the absence of any contrary evidence, the trial court had to record finding considering P.W.1 evidence. We do not find any illegality in the findings recorded by the learned trial court except to the extent of interference as in this appeal, nor in the approach adopted by it. In our view, present is, not a case where the trial court has not recorded the reasons or did not consider the

evidence on record. So, **C.N. Ramappa Gowda** (supra) is of no help to the respondent.

92. The another contention of Sri K. S. Gopala Krishna, learned Senior Advocate, for the defendant, is that the plaintiff did not appear in the witness box, but only his mother appeared as P.W 1, and consequently, the plaintiff failed to establish his case and the same may be taken adverse to the plaintiff/appellant. The said argument deserves rejection. The reason is that in the facts of the present case, the plaintiff was required to prove that there was marriage between Chennupati Kesava Rao and Manikyamba @ Mani; and that he was born of that marriage. The plaintiff's mother (PW 1) was the best witness to prove that. There was no dispute on facts that, the property belonged to Chennupati Kesava Rao; that Pushpavathi was his wife (1st wife); that Ravamma was the mother of Chennupati Kesava Rao and that at the time of death of Chennupati Kesava Rao, they were alive. Further, the plaintiff's date of birth was proved by his mother by filing the Birth Certificate Ex.A.2 which made it evident that, the compromise decree was passed during the minority of the plaintiff. The O.S.No.197 of 2009 was filed within the period of limitation of three years on attaining the age of majority by the

plaintiff on which point there is no dispute raised. So, we are of the view that the non-production of the plaintiff as witness or the plaintiff not appearing in the witness box, is not fatal to his case. The question of drawing any adverse inference does not arise. So far as the succession on the death of Keshav Rao and thereafter on the death of Ravamma and Pushpavathi is concerned, that would be as per the position in law under the H.S.Act.

Consideration on Point-E:

93. We now consider, what should be the appellate decree.

94. Order 41 Rule 33 CPC reads as under:

> "33. Power of Court of Appeal.
>
> The Appellate Court shall have power to pass any decree and make any order which ought to have been passed or made and to pass or make such further or other decree or order as the case may require, and this power may be exercised by the Court notwithstanding that the appeal is as to part only of the decree and may be exercised in favour of all or any of the respondents or parties, although such respondents or parties may not have filed any appeal or objection and may, where there have been decrees in cross-suits or where two or more decrees are passed in one suit, be exercised in respect of all or any of the decrees, although an appeal may not have been filed against such decrees:
>
> Provided that the Appellate Court shall not make any order under section 35A, in pursuance of any

> objection on which the Court from whose decree the appeal is preferred has omitted or refused to made such order."

95. Order 41 Rule 33 CPC provides for the Power of Court of Appeal. According to this provision, the Appellate court shall have power to pass any decree and make any order which ought to have been passed or made and to pass or make such further or other decree or order as the case may require.

96. In ***Chaya v. Bapusaheb***[15] the Hon'ble Apex Court held that Order 41 Rule 33 CPC is based on a salutary principle that the appellate Court should have the power to do complete justice between the parties and for this purpose, a wide discretionary power is conferred on the appellate Court to pass such decree or order as ought to have been passed or as the nature of the case may require, though such power is to be exercised with care and caution, which in an appropriate case, the appellate Court should not hesitate to exercise such power.

97. In ***K. Muthuswami Gounder v. N. Palaniappa Gounder***[16] the Hon'ble Apex Court observed that no hard and fast rule can be laid down as to the circumstances under which the power can

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[15] (1994) 2 SCC 41
[16] (1998) 7 SCC 327

be exercised under Order 41 Rule 33 CPC and each case must depend upon its own facts.

98. In ***Giani Ram v. Ramjilal***[17] the Hon'ble Apex Court in the facts of that case observed that if the claim of the respondents therein to retain any part of the property after the death of Jwala was negatived, it would be perpetrating grave injustice to deny to the widow and the two daughters their share in property to which they were in law entitled and then further observed that, that was the case in which the power under Order 41 Rule33 CPC ought to have been exercised.

99. Paragraphs 8 to 10 of ***Giani Ram*** (supra) read as under:

> "**8.** Order 41 Rule 33 of the Code of Civil Procedure was enacted to meet a situation of the nature arising in this case. Insofar as it is material, the rule provides:
>
> "The appellate court shall have power to pass any decree and make any order which ought to have been passed or made and to pass or make such further or other decree or order as the case may require, and this power may be exercised by the Court notwithstanding that the appeal is as to part only of the decree and may be exercised in favour of all or any of the respondents or parties, although such respondents or parties may not have filed any appeal or objection."
>
> The expression "which ought to have been passed" means "which ought in law to have been passed". If the appellate court is of the view that any decree which ought in law to have been passed, but was in

[17] (1969) 1 SCC 813

fact not passed by the subordinate court, it may pass or make such further or other decree or order as the justice of the case may require.

9. If the claim of the respondents to retain any part of the property after the death of Jwala is negatived, it would be perpetrating grave injustice to deny to the widow and the two daughters their share in property to which they are in law entitled. In our view, the case was one in which the power under Order 41 Rule 33 of the Code of Civil Procedure ought to have been exercised and the claim not only of the three sons but also of the widow and the two daughters ought to have been decreed.

10. The appeal is allowed and the decree passed by the High Court is modified. There will be a decree for possession of the lands in suit in favour of the three sons, the widow and the two daughters of Jwala. The interest of the three sons is one-half in the lands in suit and the interest of the widow and the two daughters is the other half in the lands. The plaintiffs will be entitled to *mesne* profits from the date of the suit under Order 20 Rule 12 of the Code of Civil Procedure. The appeal will be allowed with costs throughout."

100. Para-14 of ***Chaya*** (supra) reads as under:

"**14.** This provision is based on a salutary principle that the appellate court should have the power to do complete justice between the parties. The object of the rule is also to avoid contradictory and inconsistent decisions on the same questions in the same suits. For this purpose, the rule confers a wide discretionary power on the appellate court to pass such decree or order as ought to have been passed or as the nature of the case may require, notwithstanding the fact that the appeal is only with regard to a part of the decree or that the party in whose favour the power is proposed to be exercised has not filed any appeal or cross-objection. While it is true that since the power is

> derogative of the general principle that a party cannot avoid the effect of a decree against him without filing an appeal or cross-objection and, therefore, the power has to be exercised with care and caution, it is also true that in an appropriate case, the appellate court should not hesitate to exercise the discretion conferred by the said rule."

101. The learned trial Court held the plaintiff entitled at the most 1/3rd. It set aside the compromise decree, but held the plaintiff not entitled for declaration of absolute title and thereby not entitled to recover the possession of the suit schedule properties. Also holding that, the plaintiff had to work out his separate share according to law by initiating appropriate legal proceedings. The plaintiff was also held liable to restore possession of the properties received by him under the compromise decree.

102. We are of the view that the plaintiff is not the absolute owner, but has 5/6th share in property of Chennupati Kesava Rao and the defendant has to the extent of 1/6th. Under the compromise decree, the plaintiff received plaint-A schedule property in O.S.No.552 of 1994 and the plaint-B schedule property was received by the defendant. The O.S.No.197 of 2009 was filed only with respect to the plaint-B schedule property of O.S.No.552 of 1994, as plaint-A schedule property of O.S.No.197 of 2009. Once the compromise decree has been set

aside, the natural consequence would have been to restore the possession of plaint-A schedule property of O.S.No.197 of 2009 to the plaintiff/appellant. But, as the defendant is also entitled to 1/6th share, the separate share of both the parties is to be worked out by metes and bounds.

103. Section 2(2) C.P.C defines 'decree' as under:-

2. Definitions .-

"....

(2)"decree" means the formal expression of an adjudication which, so far as regards the Court expressing it, conclusively determines the rights of the parties with regard to all or any of the matters in controversy in the suit and may be either preliminary or final. It shall be deemed to include the rejection of a plaint and the determination of any question within section 144, but shall not include-(a) any adjudication from which an appeal lies as an appeal from an order, or (b) any order of dismissal for default.

Explanation.-A decree is preliminary when further proceedings have to be taken before the suit can be completely disposed of. It is final when such adjudication completely disposes of the suit. It may be partly preliminary and partly final;"

104. 'Decree' as defined in Section 2 (2) CPC may be either preliminary or final. As per the explanation, a decree is preliminary when further proceedings have to be taken before the

suit can be completely disposed of. It is final when such adjudication completely disposes of the suit. It may be partly preliminary and partly final.

105. In ***Mool Chand v. Dy. Director, Consolidation***[18] the Hon'ble Apex Court observed that a preliminary decree has first to be passed in a partition suit and thereafter a final decree for actual separation of shares, in accordance with the proceedings under Order 26. There are two stages in a suit for partition. The first stage is reached when the preliminary decree is passed under which the rights of the parties in the property are determined and declared. The second stage is when a final decree is passed which concludes the proceedings before the Court and the suit is treated to have come to an end for all practical purposes.

106. In ***Shankar B. Lokhande v. Chandrakant S Lokhande***[19] wherein the Hon'ble Apex Court held that a preliminary decree is one which declares the rights and liabilities of the parties leaving the actual result to be worked out in further proceedings. Then, as a result of the further inquiries conducted pursuant to the preliminary decree, the rights of the parties are fully determined

[18] (1995) 5 SCC 631
[19] (1995) 3 SCC 413

and a decree is passed in accordance with such determination which is final. It was observed that preliminary decree in a partition suit is a step in a suit which continues until the final decree is passed.

107. We are conscious that the present is, not a suit for partition. It is also not a suit of the nature under Order 20 CPC, in which the preliminary decree is required to be passed. But, at the same time, we are of the view that there is no prohibition under law for passing a preliminary decree in a suit, of a nature, other than the suits under Order 20 CPC. The nature of the suits, provided under Order 20 CPC is only illustrative and not exhaustive. In other words, it cannot be said that a preliminary decree can be passed only in a suit of the nature under Order 20 CPC and not in other suits.

108. In ***Union of India v. Khetra Mohan Banerjee***[20] the Calcutta High Court observed that the law, recognizes cases where even after the disposal of the cardinal issues other matters have to be worked out before the whole case or suit can be determined. A number of such cases are mentioned in Order 20 of the CPC, as cases where a preliminary decree ought to be

[20] 1959 SCC OnLine Cal 18

made at first, and a final decree at a later stage. The Calcutta High Court did not agree with the contention that the rules in Order 20 of CPC give exhaustive list of all classes where preliminary judgments were delivered by the Court.

119. Relevant part of paragraphs 6 and 7 of ***Khetra Mohan Banerjee*** (supra) read as under:

> "**6.** ……. **The law, however, recognises cases where even after the disposal of the cardinal issues other matters have to be worked out before the whole case or suit can be determined. A number of such cases are mentioned in Order 20 of the CPC, as cases where a preliminary decree ought to be made at first, and a final decree at a later stage.** Dr. Gupta has contended that the cases mentioned in these rules of the Code of Civil Procedure are the only cases that can arty of cardinal issues being determined and other masters being left to be worked out subsequently, and that the decision appealed from, not being covered by any of the rules mentioned in the Code of Civil Procedure which mention cases where preliminary decrees ought to be made the order should not be held to be preliminary or interlocutory judgment.
>
> **7. I am unable to agree that these rules in Order 20 of the CPC give exhaustive list of all classes where preliminary judgments may be delivered by the Court.** Reference may be made in this connection to the weighty observations of the bench consisting of Mookerjee, J. and Rankin, J. in *Peary Mohan Mookerjee* v. *Manohar Mookerjee*, 27 Cal WN 989 : (AIR 1924 Cal 160), in these words:—
>
> "**It is not essential that an adjudication should be covered by one of the specific cases of preliminary decrees mentioned in Or.**

> **XX of the Code in order that it may form the basis of a final decree; those cases are illustrations of preliminary decrees and help us** in determining the true meaning of the definition of the term "decree." **Whether the order made by the Judge possesses the qualities of a decree, preliminary or final or partly preliminary and partly final, clearly depends upon its contents.**"

110. We are therefore of the view that for doing complete justice between both the sides, an exercise to work out the shares by metes and bounds can be done in the present suit itself, instead of relegating the parties to file a partition suit, to bring an end to the long drawn litigation since 1990 already stretched in three suits. If the plaintiff was declared the absolute owner, then on setting aside the compromise decree, direction could have been given to the defendant to restore / deliver entire A-schedule property of O.S.No.179 of 2009, which was given to the defendant under the compromise decree.

111. There is another reason, in a suit for partition, firstly there is adjudication of the shares of the parties. A preliminary decree is passed. Then the final decree is passed by metes and bounds. The present is not a suit for partition. It is a suit for declaration and recovery of possession. But, in the present suit, the adjudication of rights of the parties had already been done by the

trial Court and also by this Court determining their rights and respective shares, which is the same thing as is done in a suit for partition, vide a preliminary decree. In our view, what now remains is the division by metes and bounds between the plaintiff and the defendant as per their respective shares. So, it would be in the interests of justice as also the parties that, based on the decree to be passed in this Appeal, the learned trial Court may be directed to proceed in the present suit itself, for passing the final decree, like in a suit for partition.

V. Conclusions:

112. We sum up as under:-

a) **On point 'A'**, we hold that O.S.No.197 of 2009 filed by the plaintiff-appellant to set aside the compromise decree in O.S.No.552 of 1994 entered during the minority of the plaintiff-appellant without sanction/leave of the court under Order 32 Rule 7 C.P.C is not barred by Order 23 Rule 3A CPC.

b) **On point-'B'**, we hold that it is not a case of testamentary succession but an intestate succession on the respective death of Ravamma and Puspavathi under the Hindu Succession Act, 1956.

c) **On points-'C' & 'D'**, we hold that the plaintiff-appellant is not the absolute owner, but has 5/6th share and the defendant-respondent has 1/6th share in the estate of Ch. Keshava Rao, 'A' schedule property of O.S.No.197 of 2009 and 'A' schedule property of O.S.No.552 of 1994 taken together..

d) **On point 'E'**, we hold that the decree of the trial court deserves interference and the appellate decree to be passed shall be as per the consideration under this point (supra).

VI. Result:

113. In the light of the above legal provisions, the judgments considered and for the reasons recorded, we are of the view that a decree deserves to be passed in this appeal as follows:

i) We affirm the trial court's decree to the effect it sets aside the compromise decree dated 07.07.1995 in O.S.No.552 of 1994.

ii) The plaintiff-appellant shall be entitled to 5/6th share and the defendant-respondent to 1/6th share in the 'A' schedule properties of O.S.No.197 of 2009 (i.e B-Schedule of O.S.No.552 of 1994) together with A-Schedule property of O.S.No.552 of 1994. A

preliminary decree is passed to that effect in the present O.S.No.197 of 2009.

iii) Based on this decree, the learned trial court shall proceed to pass a final decree by meets and bounds in O.S.No.197 of 2009, like in a suit for partition.

iv) The 'A' schedule property of O.S.No.552 of 1994 which the plaintiff appellant received pursuant to the compromise decree shall as far as possible be permitted to be retained by the plaintiff appellant, but not in excess of his shares.

v) The 'B' schedule property of O.S.No.552 of 1994 given in compromise decree to the defendant, (i.e 'A' Schedule of O.S.No.197 of 2009) shall be permitted to be retained by the defendant-respondent, but not in excess of his shares.

vi) The appeal stands partly allowed in the aforesaid terms.

vii) The cross objections (SR) No.1549 of 2016 is rejected.

114. The parties shall bear their own costs.

Consequently, the Miscellaneous Petitions, if any, pending shall also stand closed.

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RAVI NATH TILHARI,J

_____

MAHESWARA RAO KUNCHEAM,J

Date:26.09.2025.

Note:

L.R copy to be marked.

B/o.

Gk.

THE HON'BLE SRI JUSTICE RAVI NATH TILHARI

&

THE HON'BLE SRI JUSTICE MAHESWARA RAO KUNCHEAM

APPEAL SUIT No.841 OF 2015
&
CROSS-OBJECTION(SR) No.1549 OF 2016

Date:26.09.2025.

Gk.

THE HON'BLE SRI JUSTICE RAVI NATH TILHARI

&

THE HON'BLE SRI JUSTICE MAHESWARA RAO KUNCHEAM

I.A.No.1 of 2023

ORDER: per the Hon'ble Sri Justice Ravi Nath Tilhari:

I.A.No.1 of 2023 is filed for receiving the documents annexed thereto as the additional evidence. The documents are the copies of the plaint, the compromise petition and the orders passed thereon in O.S.No.667 of 1990 (Ex.A.A.4 and A.5); copy of the affidavit in O.S.No.552 of 1994, the compromise petition in that suit and the copy of the G.P.A (Exs.A.6 to A.8) respectively.

2. On 10.07.2025, learned counsel for the respondent submitted that the objections to the said application is not required.

3. The aforesaid documents are from the proceedings of the previous suits between the parties and are not in dispute.

4. For the purpose of present appeal those documents are considered necessary for effective adjudication.

5. The documents are taken on record as additional evidence.

6. Since those documents are not disputed and are from the

previous two suits and any opportunity with respect to those documents is neither requested nor is required.

7. I.A.No.1 of 2023 is allowed.

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RAVI NATH TILHARI,J

_____

MAHESWARA RAO KUNCHEAM,J

Date:26.09.2025.

Gk.