

IN THE I ASSISTANT CITY CIVIL COURT AT CHENNAI

Present: Thiru.K.Sivasakthivel Kannan., B.A., M.L.,

I Assistant Judge,

Saturday, the 04th day of July, 2026

O.S. No.5882 of 2022

CNR. No.TNCH01-033138-2022

Mr.Vijay Prasad @ Alexander Samuel Jeikar,

S/o. Late S.D.William,

No.12, Swamy Pillai Street,

Choolai, Chennai – 600 012.

....Plaintiff

-Vs-

1. Ms. Indra Priya @ Deborah Indra Jabapriya W,

D/o. Late S.D.William,

No.1/1, Abirami Street,

Purasaiwalkam, Chennai – 600 084.

2. Mr.W.Jabaraj,

S/o. Late S.D.William,

No.1/1, Abirami Street,

Purasaiwalkam, Chennai – 600 084.

3. Mrs. Kamala Narayanan,

W/o. Narayanan,

D.No.33/57, 9th Avenue,

Ashok Nagar, Chennai – 600 083.

4. Mrs. Lalitha Venkatesh,

W/o. Venkatesh,

D.No.33/57, 9th Avenue,

Ashok Nagar, Chennai – 600 083.

5. Mr.S.Ramkumar,
S/o. Srinivasan,
D.No.33/57, 9th Avenue,
Ashok Nagar, Chennai – 600 083.

6. Mr.Ibrahim Sha,
S/o. Sheriff,
No.88, Coral Merchant Street,
Chennai – 600 001.

7. Mr.K.Jalaluddin,
Son of Khader Basha,
No.88, Coral Merchant Street,
Chennai – 600 001.

...Defendants

This suit coming on this day for final hearing on 15.06.2026 in the presence of M/s. S.Prem Kumar learned counsels for the plaintiff and M/s. M.Venkatesh learned counsels for the Defendants 1 and 2 and Defendants were called absent and set exparte for non filing of written statement and Defendants 3 to 7 were called absent and set exparte and written argument filed by plaintiff side and on perusal of records and having stood over for consideration till this date, this court delivered the following:-

JUDGMENT

1. The suit has been filed under Order VII Rule 1 of CPC., to declaration declaring the settlement deed, dated 18.08.1989 executed by Lilly Padmavathy alias Lilly Williams in favour of 1st defendant registered as document No.460 of 1989 on the file of SRO, Sowcarpet, as null and void and not binding upon the plaintiff herein

and communicate the same to the SRO, Sowcarpet and to declaration declaring the alleged sale deed, dated 08.09.2005 executed by defendants 3 and 4 in favour of the 5th defendant registered as document No.925 of 2005 on the file of SRO, Sowcarpet, as null and void and no binding upon the plaintiff herein and communicate the same to the SRO, Sowcarpet and to declaration declaring the alleged sale deed, dated 08.09.2005 executed by 5th defendant in favour of the 6th and 7th defendant registered as document No.926 of 2005 on the file of SRO, Sowcarpet, as null and void and not binding upon the plaintiff herein and communicate the same to the SRO, Sowcarpet and granting permanent injunction restraining the defendants 6 and 7 or any one claiming through or under the defendants 6 and 7, or their men, agents, servants, assignees, executors from in anyway dealing with or encumbering alienating the suit property in any manner and for costs.

2. Brief averments made in the plaint are as follows:

(I) The Plaintiff stated that the mother of the plaintiff i.e., Late Lilly William has purchased all that house, ground and premises bearing Municipal Door No.12 in the Eastern row of Marimuthu Lane, near Mint building, Peddunaickenpet, G.T.Madras comprised in OS.No.6403-A, R.S.No.636/2, Block No.8, C.C.No.2477 and the same is morefully described in the schedule hereunder by virtue of sale deed dated 23.05.1966 and the same was registered as Document No.470 of 1966 on the file of SRO, Sowcarpet from Deyvani Amal and since from the date of the said purchase she was in absolute, peaceful possession and enjoyment of the same without

any hindrance from whomsoever and the same is purchased by her from and out of her husband Mr.S.D.William fund.

The Plaintiff further stated that the plaintiff mother Lilly William died on 11.02.1999 and after the death of her mother the plaintiff herein along with his brother the 2nd defendant herein and sister 1st defendant herein became the absolute owners of the Schedule mentioned property and they were in absolute, peaceful possession and enjoyment of the same without any hindrance from whomsoever and his mother Lilly Padmavathy died on 11.02.1999 and the plaintiff along with 1st and 2nd defendants are only the legal heirs of the said Lilly Padmavathy @ Lilly Williams. The Plaintiff father S.D.William died on 16.05.1994.

The Plaintiff further stated that the plaintiff applied for Encumbrance Certificates for the purpose of family partition between the family members before the SRO, Sowcarpet office on 28.09.2020 in respect of the suit schedule mentioned property and after the receipt of the said Encumbrance Certificates while verifying vide E.C/Online from 01.01.1975 to 27.09.2020 to his shock and surprise the entries was found in it i.e., the settlement deed dated 18.08.1989 executant is Lilly Padmavathy @ Lilly Williams and the settlee is the 1st defendant and further a mortgage deed dated 09.01.2002 registered as document No.29 of 2002 on the file of the SRO, Sowcarpet, Chennai by 1st defendant in favour of 3rd and 4th defendant and further the sale deed dated 08.09.2005 executants are Mrs. Kamala Narayanan, 3rd defendant herein and Lalitha Venkatesh, 4th the Purchaser is the 5th defendant herein vide Document 2005 on the file of S.R.O. Sowcarpet and Sale Deed dated 08.09.2005

executant is 5th defendant herein and the Purchasers are 6th and 7th defendant herein vide Document No. 926 of 2005 in respect of the scheduled mentioned Property in the Plaint.

The Plaintiff further stated that the plaintiff herein filed for certified copies of the document of the above said settlement deed dated 18.08.1989 registered as document No 460 of 1989 and sale deeds dated 08.09.2005 registered as Documents Nos. 925 of 2005 and 926 of 2005 from the S.R.O. Sowcarpet office and by seeing the above certified copies of the settlement deed and sale deeds documents it seems that the plaintiff's mother settled the schedule mentioned property to and in favour of the 1 defendant herein by reserving her life interest and basing on the said settlement deed the 1st defendant had borrowed loan from 3rd and 4th defendant herein and the 1st defendant had not repaid the loan amount which was borrowed and auction was conducted and the 5th defendant purchased the property and on the same day the 5th defendant herein sold and conveyed the schedule mentioned property to and in favour of 6th and 7th defendant herein.

The Plaintiff further stated that the plaintiff is also one of the legal heir of Late. Lilly William and the plaintiff is also entitled to right/share/ interest in the suit schedule mentioned property and the plaintiff further states that without knowledge of the plaintiff and on 03.10.2020 the Plaintiff sent a legal notice to the defendants 1 to 7 and the same was received by them, after receiving the said notice by the defendants 1 to 7 they have not chosen to reply to the said notice for the reasons best known to them. in view of the notice given by the Plaintiff to the defendants 1 to 7

and moreover after receiving the said Notice dated 03.10.2020 by the defendants 1 to 7 they have not chosen to give any reply for the same and keep quietly it shows that admittedly they have colluded with each other and executed the above stated documents and thus the said settlement deed and sale deeds executed in respect of scheduled property is to be declared as null and void. the plaintiff had lodged a Police Complaint on 29.09.2020 against the defendants 1 to 7 before the C3 Seven wells Police Station, Chennai. The plaintiff further states that after enquiry the police officials informed to the plaintiff that the said matter is a civil in nature and requested the plaintiff to approach before the court for appropriate remedy. He is the lawful co-owner of the suit Schedule mentioned property. The plaintiff further states that the defendants 1 to 7 are having money and muscle power and defendants 6 and 7 are taking steps to alienate the suit property. Therefore the plaintiff seeking asylum of this Court by way of present suit to declare the alleged settlement deed and sale deeds as null and void and for permanent injunction not to alienate or encumber the suit property, to avoid the multiplicity of proceedings it is just and necessary to declare the alleged settlement deed and sale deeds as null and void and to grant permanent injunction, unless and until the declaration and injunction are granted the plaintiff will be put to irreparable loss and hardship. Hence this suit.

3. The defendants remained exparte for non filing of written statement.

4. On the side of the Plaintiff, PW1 the power agent of G.Balaji was examined and Ex.A1 to Ex.A14 were marked. The evidence of PW1 stands unchallenged and undisputed.

Discussion on the Relief :

5. The point for consideration is,

Whether the plaintiff is entitled to the relief as prayed for in the Suit ?

6. Points :-

The Plaintiff side filed this suit for declaration declaring the settlement deed, dated 18.08.1989 executed by Lilly Padmavathy alias Lilly Williams in favour of 1st defendant registered as document No.460 of 1989 on the file of SRO, Sowcarpet, as null and void and not binding upon the plaintiff herein and communicate the same to the SRO, Sowcarpet and to declaration declaring the alleged sale deed, dated 08.09.2005 executed by defendants 3 and 4 in favour of the 5th defendant registered as document No.925 of 2005 on the file of SRO, Sowcarpet, as null and void and not binding upon the plaintiff herein and communicate the same to the SRO, Sowcarpet and to declaration declaring the alleged sale deed, dated 08.09.2005 executed by 5th defendant in favour of the 6th and 7th defendant registered as document No.926 of 2005 on the file of SRO, Sowcarpet, as null and void and not binding upon the plaintiff herein and communicate the same to the SRO, Sowcarpet and granting permanent injunction restraining the defendants 6 and 7 or any one claiming through or under the defendants 6 and 7, or their men, agents, servants, assignees, executors from in anyway dealing with or encumbering alienating the suit property in any manner and for costs.

7. As per the deposition of PW1 the power agent of the plaintiff one Balaji and also as per the plaint averment and as per the Ex.A2 sale deed in favour of the plaintiff's mother Lilly William the suit property was purchased by the plaintiff's mother. But the plaintiff stated that the property was purchased through the money of his father William. On perusal of the Ex.A2 in page No.4 it is stated that as per the agreement advance Rs.3,500/- was paid to the vendor to cancel the mortgage deed and the purchaser alone paid the entire consideration of Rs.10,000/-, so the plaintiff allegation that the suit property is also belongs to his father is not proved by the plaintiff. So, the plaintiff's mother Lilly William is absolute owner of the suit property. The plaintiff's mother Lilly Williams executed settlement deed through Ex.A3 to the 1st defendant, so even though the plaintiff is one of the legal heir of Lilly Williams the plaintiff is not entitled to any share in the suit property, because in the life time of Lilly Williams she executed settlement deed in favour of the 1st defendant, so the 1st defendant become absolute owner of the suit property. After the death of Lilly Williams the 1st defendant executed mortgage deed in favour of Kamala Narayanan the 3rd defendant and Lalitha the 4th defendant through Ex.A7 and as per the terms of the mortgage deed the 1st defendant defaulted to pay the mortgage amount, hence 3 and 4 defendants got right to sell the property, so 3 and 4 defendants executed a sale deed in favour of Ramkumar the 5th defendant. So, the 5th defendant become absolute owner of the suit property, the said Ramkumar executed a sale deed in favour of Ibrahim shah the 6th defendant, the 7th defendant Jalaudin through Ex.A9. So, now the 6th and 7th defendants are absolute owners of the suit property. Since 6

and 7 defendants are absolute owners of the suit property they could not be restrained from dealing with or encumbering or alienating the suit property and further the settlement deed dated 18.08.1989 and the sale deed dated 08.09.2005 in favour of Ramkumar the 5th defendant and sale deed dated 08.09.2005 in favour of the 6 and 7th defendants are valid documents, hence those documents could not be declared as null and void as prayed by the plaintiff.

8. So, the plaintiff is not entitled to declaration declaring the settlement deed, dated 18.08.1989 executed by Lilly Padmavathy alias Lilly Williams in favour of 1st defendant registered as document No.460 of 1989 on the file of SRO, Sowcarpet, as null and void and not binding upon the plaintiff herein and communicate the same to the SRO, Sowcarpet and the plaintiff is not entitled to declaration declaring the alleged sale deed, dated 08.09.2005 executed by defendants 3 and 4 in favour of the 5th defendant registered as document No.925 of 2005 on the file of SRO, Sowcarpet, as null and void and no binding upon the plaintiff herein and communicate the same to the SRO, Sowcarpet and the plaintiff is not entitled to declaration declaring the alleged sale deed, dated 08.09.2005 executed by 5th defendant in favour of the 6th and 7th defendant registered as document No.926 of 2005 on the file of SRO, Sowcarpet, as null and void and not binding upon the plaintiff herein and communicate the same to the SRO, Sowcarpet and the plaintiff is not entitled to permanent injunction restraining the defendants 6 and 7 or any one claiming through or under the defendants 6 and 7, or their men, agents, servants, assignees, executors from in

anyway dealing with or encumbering alienating the suit property in any manner and the suit ought to be dismissed.

9. Considering the nature of the suit no cost is awarded.

In the result, this suit is dismissed without cost.

Dictated by me to stenographer directly, computerized by her, corrected and pronounced by me in the open court, this 04th day of July, 2026.

**I Assistant Judge,
City Civil Court, Chennai.**

Plaintiff's side Witness:

PW1: G.Balaji (Power agent of plaintiff)

Plaintiff's side Exhibits:

Ex.A1	10.07.2023	Special Power of Attorney executed by plaintiff to and in favour of G.Balaji (Original)
Ex.A2	23.05.1966	Sale deed in favour of plaintiff mother (Certified copy)
Ex.A3	18.08.1989	Settlement Deed in favour of 1 st Defendant (Certified copy)
Ex.A4	06.06.1994	Death Certificate of S.D.Williams (Download copy)
Ex.A5	05.03.1999	Death certificate of Lilli Padmavathy (Download copy)
Ex.A6	21.04.1999	Legal heirs certificate of Lilli Padmavathy (original)
Ex.A7	09.01.2002	Mortgage deed in favour of 3 rd and 4 th defendant

		(Certified copy)
Ex.A8	08.09.2005	Sale Deed in favour of 5 th Defendant (Certified copy)
Ex.A9	08.09.2005	Sale deed in favour of the 6 and 7 defendant (Certified copy)
Ex.A10	28.09.2020	E C From 01.01.1975 to 27.09.2020 (Download copy)
Ex.A11	29.09.2020	Police Complaint (Copy)
Ex.A12	03.10.2020	Legal notice issued by the plaintiff counsel (copy)
Ex.A13	-	Acknowledgment Card (Original)
Ex.A14	01.01.1975 to 15.08.2022	Encumbrance Certificate (Original)

Defendants side Witness and Exhibits :Nil

**I Assistant Judge,
City Civil Court, Chennai.**

Draft/Fair Judgment

O.S.No. 5882 of 2022

Dated: 04.07.2026

**I Assistant City Civil Court,
Chennai.**