

IN THE COURT OF V ADDITIONAL DISTRICT MUNSIF, SALEM
PRESENT: THIRU P.PARAMASIVADOSS, B.A.B.L.,
V ADDITIONAL DISTRICT MUNSIF,
(DISTRICT JUDGE, TRAINEE), SALEM
Friday, the 7th day of March, 2025
ORIGINAL SUIT NO. 413 OF 2023

C.Govindasamy

... Plaintiff

Vs.

1. The Block Development Officer,
Ayothiyapattanam Panchayat Union.
2. The Tahsildar,
Taluk Office, Salem.
3. The District Collector,
Salem.
4. The Panchayat President
Veeranam Village.

...Defendants.

This suit came up on 24 .02.2025 for hearing before this Court, in the presence of Thiru A.Vanthematharam, Advocate for the plaintiff & Thiru A.Madhanmohan, Government Pleader of Salem District for the defendants and on perusal of available material records as well upon hearing both side and having stood over for consideration till this day, this Court delivers the following:

JUDGMENT

The present Suit is filed praying for a permanent injunction to restrain the defendants, their men not to interfere in any way or to construct any building in the suit properties by means except by due process of law and also has prayed for the cost of the suit.

2.Gist of the Plaint:

The plaintiff is the absolute owner of the suit schedule property. The plaintiff is in possession and enjoyment of the suit schedule property without any threat or

hindrances. The plaintiff has purchased the suit schedule property from one Dhanam W/o Manickam of Nasiyanur, Erode District on 19.04.2023 for a sale consideration of Rs.7,00,000/- by a way of registered sale deed in Document No.2145/2023 registered on the file of the Joint Sub-Registrar Office No. I, Salem. A government panchayat school is functioning on the west side of the suit-schedule property. There is a boundary stone between the school land and the suit-schedule property. The 1st defendant has dumped construction materials near the suit-schedule property, claiming they are going to carry out the construction of an additional school building on the suit-schedule property. Without following the land acquisition process, the 1st defendant is trying to interfere and encroach on the suit-schedule property. The 2nd, 3rd, and 4th defendants are jointly liable for the unlawful act of the 1st defendant. The defendants are not entitled to construct the additional building for the school in the suit-schedule property. On 10.08.2023, the 1st defendant dumped stones and attempted to encroach on the suit-schedule property unlawfully to construct an additional building. But the plaintiff has prevented the unlawfulness of the defendants and their subordinates. But the defendants have proclaimed that they would construct the school building in the suit-schedule property at any cost. Hence, to prevent the unlawful act of the defendants, the plaintiff seeks a permanent injunction.

3.Gist of the written statement filed by the 1st defendant and adopted by the defendants 1 to 4:-

The defendant has contended that the burden is on the part of the plaintiff to prove the valid execution of the sale deed in his favor concerning the suit-schedule property. He is bound to produce the original documents of the same. The 1st and 3rd defendants are state government authorities, and the 4th defendant is the president of the Veeranam village, being a local body. There were no attempts made by them to illegally enter into the suit schedule property.

4.On the demand made by the people residing in the Narayana Thathanoor of Veeranam Village, Salem Taluk, to the State Government authorities for the

construction of the additional building for the Panchayat Union Elementary School, the State of Tamilnadu in the fiscal year 2021-2022 under the "Member of Legislative Assembly Constituency Development Scheme" has granted administrative sanctions for the construction in dispute. The District Collector, Salem, has granted administrative sanction in concurrence of the member of the Yercaud Assembly Constituency in his proceeding R.O.C.330/2021/A2 dated 20.07.2022.

5.The 1st defendant has placed proposal to the 3rd respondent for the administrative sanction and allocation of requisite funds for the construction of the additional building for the panchayat union elementary school in Narayanathathanoor village of Veeranam village panchayat of Ayothiapattinam Block of Salem Taluk and the administrative sanctions was also accorded by the 1st defendant in ROC. No.2/2022/A2 dated 29.07.2022 and there was allocation of requisite funds of Rs 25,00,000/-. While the works were allotted to the successful bidder, and he was about to start & commence the construction of two buildings within the extent of land admeasuring 0.04.0 acres of land comprised in S.No.53/6D in patta 77 of Veeranam Village of Salem Taluk, the plaintiff, recently who had purchased the property in Survey No.53/6E, have objected to the said construction works as if the construction was tried to be carried out in the property that belongs to him in Survey No.56/6C & 53/6D of the said village. The defendants have denied that there is no cause of action found in the present case.

6.Based on the above pleadings and materials available, this court has framed the following issues on 23.10.2024:

- 1) Whether the plaintiff is entitled to the relief of permanent injunction as prayed for?
- 2) To what other relief the plaintiff is entitled to?

This Court frames the following additional issues to comprehensively determine the matter involved in the present suit :-

- 3)Whether the defendants have tried to encroach or take over a part of whole of the plaintiff's land in Survey No.53/6D of Veeranam village?

7. In order to substantiate the plaintiff's case, the plaintiff was examined as a PW.1 and Vijayalakshmi W/o Govindasamy, the plaintiff was examined as P.W.2 and A.Ex.1 to A.Ex.3 were marked on the plaintiff's side. On the defendants' side, Selvam S/o Kandhasamy presently serving as the Village Administrative Officer was examined as D.W.1 and B.Ex.1 to B.Ex.5 were marked by him.

8. To have a proper determination of the facts and circumstances, this Court reorders the issues for consideration in the following manner:-

9. ON THE ISSUE-3 :-

Whether the defendants have tried to encroach or take over a part of whole of the plaintiff's land in Survey No.53/6D of Veeranam village?

The Plaintiff was examined as PW1, who has deposed that he is in possession and enjoyment of the suit-schedule property on purchase of the same in Document No.2145/2023 dated 19.04.2023, on payment of a sale consideration of Rs.7,00,000/-. There is a boundary stone between the plaintiff's property and the government elementary school. The 1st defendant, on depositing the construction materials in the suit-schedule property, he has informed the plaintiff that they are going to carry out construction on the plaintiff's suit-schedule property without carrying out the acquisition process and have tried to carry out construction on the plaintiff's suit-schedule property. The defendants have no right to carry out construction in the plaintiff's suit-schedule property. The 1st defendant has tried to encroach on the plaintiff's suit-schedule property. The 2nd, 3rd, and 4th defendants, along with the 1st defendant, are liable for legal action with regard to the malfeasance of the 1st defendant. The plaintiff has made a complaint to the Additional District Collector, Salem. On receipt of the said complaint, the Additional District Collector, Salem, has sent a proceeding to the Block Development Officer to conduct a field inspection and to submit a report based on the plaintiff's representation. In pursuance of it, the

1st defendant has stopped the construction. He has prayed without any injunction from this Court; the plaintiff cannot restrain the illegal action of the defendants.

10.P.W. 2 Vijayalakshmi W/o C. Govindhasamy, the plaintiff has reiterated the evidence of her husband P.W.1. But she has supplemented that the suit-scheduled property was purchased from its vendor, Dhanam. The said Dhanam's mother has vested the suit- schedule property by a way of A.Ex.3 settlement deed dated 25.08.2022 in favor of her daughter Dhanam who is the plaintiff's vendor. The suit-schedule property, hitherto belonged to R.Chinnasamy of the said village, who secured patta No. 977 in his name. The said patta finds place as a part of the aforesaid A.Ex.3 settlement deed. On the demise of the said Chinnasamy, by inheritance it was succeeded by her daughter Chellammal, who is none other than the plaintiff's vendor Dhanam.

11.On the side of the defendants, Selvam S/o Kandasamy, serving as the Village Administrative Officer of Veeranam Village was examined as D.W.1 viz., he has deposed that the suit-scheduled property is situated at survey No. 53/6E, and it admeasures to an extent of 0.05 hectares. The plaintiff has purchased the same from one Dhanam. The sale deed is marked as A.Ex.1. In the schedule of such A.Ex.1, it is explicit from reading the description of the property found in the said document that it is stated "east to the school."..... The Panchayat Union Primary School, Ayothiyapattinam, is situated in Survey No. 53/6D in Veeranam village. In the Veeranam village A-register and patta No.77, the patta is granted in the name of the school. At the request of the hamlet public people, on forwarding the proposal of the 1st defendant, the 2nd defendant has granted sanction, and on the issuance of orders for the construction of the building, the plaintiff, without any right to the land, has objected to the construction of the building, causing obstruction to the right of the government and Panchayat.

12.He has further deposed that the plaintiff has purchased the suit-schedule property in Survey No. 53/6C in the year of 2023. On the west and south of the

plaintiff's land in survey No.53/6E, the school land in survey No.53/6D is situated. In the land at 53/6E in the southwest, school land is found to be lesser in the shape of "L." The defendants have not interfered with the plaintiff's possession in survey No. 53/6E. The defendants have not interfered with the plaintiff's peaceful enjoyment of the suit-schedule land. There is no prima-facie made out by the plaintiff in the present suit.

13.On the side of the plaintiff, he has marked A.Ex.1, the sale deed executed in favour of the plaintiff by his vendor Dhanam W/o Manickam in Document No.2145/2023 registered in the Sub Registrar Office of Joint Sub Registrar-I, Salem-East for a sale consideration of Rs.7,00,000/-. From the recitals of A.Ex.1, it is found that the suit-schedule property is in entirety the schedule property of the said sale deed. It is situated at Natham Survey No.53/6C, which is presently subdivided as Survey No.53/6E, admeasuring an extent of 0.050.0 ares of land. The boundaries of the schedule property of the A.Ex.1 sale deed are "east by school, west by panachayat road, south of Chinnasamy and Pongavanam land, and north of Pongavanam land." East-north measures 89.70 feet, east-south measures 89.70 feet, south-east measures 60 feet, and south-west measures 60 feet. Totally admeasuring to an extent of 5382 feet.

14.The plaintiff has marked A.Ex.2, the communication of the Additional District Collector, Salem/Project Director, District Urban Development Agency, Salem in Na.Ka.No. 7119/2023/A12 dated 11.08.2023. The said proceeding is a letter addressed by the aforesaid District Collector, Salem, to the Block Development Officer, Ayothiyapattinam Union, based on the plaintiff's representation dated 02.08.2023. The subject of the said communication is that the plaintiff has made a complaint that the Narayanapathinoor Union Primary School building is being tried to be constructed on 11 cents of land out of 14 cents, which belongs to the plaintiff in survey No.53/6E. Based on the plaintiff's complaint, the District Collector, Salem, has directed the Block Development Officer, Ayothiyapattinam Union, to take

necessary action on the representation by conducting a field inspection and to submit a report to his office and also to communicate the result of such inspection to the individual also.

15.The plaintiff through P.W.2 has marked A.Ex.3, which is a gift deed executed in favour of the plaintiff's vendor Dhanam by her mother Chellammal W/o Palanisamy, who is the daughter of Chinnasamy Gounder. The plaintiff's vendor was absolutely vested with the rights in Document No. 4660/2022 dated 25.03.2022, which was registered before the Joint Sub Registrar (Salem-West). The description of the schedule property in the gift deed is found to be a replica of the description of the schedule property as found in A.Ex.1. The patta found a part of the said settlement deed calls for a evidentiary consideration.

16.The defendant has marked B.Ex.1, which is an A-register extract pertaining to the Veeranam village, Salem Taluk, and District. In the said A-register extract, the name of the plaintiff's vendor grandfather, R. Chinnasamy, finds place as against survey No. 56/6B, 56/6E. Likewise, as against Survey No. 56/6D, the name of Ayothiyapattinam Union Primary Elementary School finds a position at the respective columns. The land measure of the survey No. 56/6E (suit-schedule property) at column 9 is stated as "0.05.0 ares," and survey No. 56/6D at column 9 is stated as "0.04.0" ares of land, which belongs to the school.

17.B.Ex.2 is the Chitta adangal of survey No. 53/6D issued by the Thasildhar, Salem, countersigned by the Village Administrative Officer, A-Veeranam village, which reflects that the said land belongs to the Ayyothiyapattinam Union Panchayat School, which admeasures to an extent of 0.04.00 acres of land.

18.B.Ex.3 pertains to the FMB map of survey No.53 of the Veeranam village, graphically explaining the topographical feature of land in survey No.53 along with boundary measures inclusive of the suit-schedule property at survey No. 56/6E and also school property at survey No.56/6D. The length and breadth of the boundaries of various sub-divisions of survey No.56 are graphically and descriptively found. The

said line measures reflects the boundaries lengths by metes and bounds with actual measures and in exact description.

19.B.Ex.4 pertains to the sanction order issued by the District Collector, Salem, in proceedings No.Sa.Mu.No.0002/2022/A-2 dated 29.06.2022, by which the defendants have granted approval for the civil constructions. It is relevant that by the said proceeding, the defendants have also granted approval for the construction of two classrooms in the Narayanathathanur Union Elementary School at the expense of Rs.25 lakhs which is relevant to the facts of the present case.

20.B.Ex.5 pertains to the work order issued in favor of the contractor in Se.Mu.No.330/2021/A2 dated 26.10.2022 for carrying out the proposed construction as the Union Panchayat Elementary School at Veeranam Union.

21.At the outset, it can be gathered from the evidence and pleading that the plaintiff is staying in Survey No. 56/E of the Veeranam Village, and the school's land is situated in Survey No. 56/D on the east of the plaintiff's land. In order to prove the plaintiff's title and possession over the suit-schedule property viz., Survey No.56/E of the Veeranam village, the plaintiff has marked A.Ex.1 sale deed dated 19.04.2023, which is registered in his name in Document No.2145/2023. To elucidate his vendor's right of sale, he has marked A.Ex.3, a gift deed executed in favour of the plaintiff's vendor by her mother Dhanam. In page 2 of A.Ex.3, the gift deed, also carries the recital details of the plaintiff vendor's mother's succession from her father, R. Chinnasamy, by inheritance. B.Ex.1, which is the A-register extract marked by the defendants, fails to combat the plaintiff's case; rather, they countenance that the plaintiff's vendor's ancestor title, as the plaintiff's grandfather R. Chinnasamy, is found reflected against survey No. 56/E in the A-register of Veeranam village. It can be seen that B.Ex.1 A-register extract establishes that the plaintiff's vendor and her ascendants have been in long-time enjoyment of the suit-schedule property, and now the plaintiff has succeeded to all such rights of his vendor by the purchase of the suit-schedule property in the A.Ex.1 sale deed.

22. Further, it can also be seen that the suit-schedule property is classified as “natham land” throughout in all revenue records exhibited before this Court, and it is also reflected in the patta, chitta appended in A.Ex.3, and B.Ex.3 A-register extract. The said documents, patta and chitta, along with A-Ex.1 and A-Ex.3, reveal that the plaintiff’s title and possession over the suit-schedule property are in continuation of his predecessor in title, who held the suit-schedule property for a longer time, which is also recognized by the defendants from the entries found in B.EX.1 A-register extract. Even though the suit-schedule property is a natham land, it gives an absolute right in favour of the plaintiff and his predecessor in title of valid right of dispossession and allows them to enjoy the property akin to a patta land. Such a proposition was reiterated by the Division Bench of the Hon’ble High Court of Madras in *R.A.V.Kovil Annayya Charities, Rep. by its Managing Trustee, C. Narasimha Swamy Vs. District Collector, Collectorate Office, Tiruvallur, and Others*, (2024) 1 MLJ 21, by following the legal position rendered in *Palani Ammal Vs. L. Sethurama Aiyangar* reported in AIR 1949 Mad 814. The view of continuous enjoyment of natham land gives absolute rights and is consistently held by several Division Benches of the Hon’ble High Court of Madras. Therefore, even though the suit-schedule property is a natham land, the plaintiff enjoys an absolute right to enjoy the suit-schedule property, and his enjoyment more particularly cannot be interfered with by the government at its pleasure, either in interfering a little or trying to revert back the possession to the government from the plaintiff without legal procedures being followed.

23. With regard to the interference of the defendants, which has induced & evoked the plaintiff to file the present suit, it can be seen that the school is functioning in survey No. 56/6D on the east of the plaintiff’s suit-schedule land. From B.Ex.1, the school is functioning in Survey No. 56/6 D, which measures to an extent of 0.04 ares. On the other hand, A.Ex.1 and A.Ex.2, by which the plaintiff claims his right over the suit-schedule property, the schedule of the aforesaid two documents, the total extent of the suit-schedule property is described as 0.05.00 ares,

which on conversion is also described as 5382 square feet. The patta and adangal found appended with A.Ex.3 also describe the suit-schedule property as 0.05.00 ares. From the description of four side metes and bounds in the aforesaid A.Ex.1 and A.Ex.2, it can be visualized that the suit-schedule property is found to be rectangular. The 4 boundary measures stated in both A.Ex.1 and A.Ex.2 are “east-north measures 89.70 feet, east-south measures 89.70 feet, southeast measures 60 feet, and southwest measures 60 feet,” which on area conversion comes to $89.70 \times 60 = 5382$ sq. feet. Hence, this Court can confirm from A.Ex.1 and A.Ex.3 that the suit-schedule property admeasures to an extent of 5382 sq. feet, and its conversion extent in ares is 0.05.00. B.Ex.1, along with the patta and adangal found appended in A.Ex.3, exactly reflects that Survey No. 56/6E, viz., the suit-schedule property, is 0.05.00 ares. In conjunction with A.Ex.1, A.Ex.3, and also the defendant’s B.Ex.1, from the patta & adangal, which is found in part of A.Ex.3, it substantiates that the plaintiff’s suit-schedule property is 5382 sq. feet, and hopefully it is rectangular in dimension.

24. The above topographical and dimension view of the plaintiff’s land is taken up for careful consideration because, at the earliest in the written statement, the defendants have refuted that they have not entered into the suit-scheduled property. But progressively, the cross-examination done by the defendants on the plaintiff’s side and oral evidence of the defendants have augmented that the plaintiff has encroached over the school’s land in an L size over at the northeast portion. In reciprocal, the defendants have made similar allegations against the plaintiff that he has encroached on the school land in Survey No. 56/D. Also in the arguments, the defendants have vehemently made serious allegations that the plaintiff has encroached upon the defendant’s land in Survey No. 56/6D.

25. In support of the same, the Government Pleader of the District has advanced such arguments by referring to B.Ex.3, FMB Map. He contended that the plaintiff’s encroachment is glaring and visibly noticeable from B.Ex.3, that the land suit-scheduled property is not exactly in rectangular as found in A.Ex.1 and A.Ex.3 with

the dimension of 4 sides, and he would argue that the suit-scheduled property is in an irregular polygon size of 6 sides boundaries, and he disputed the measures found in A.Ex.1 and A.Ex.2 to be faulty and untrue, claiming that at the southeast end portion of the school land in Survey No. 56/6D, the plaintiff has encroached a portion of the land. He has raised contention that the plaintiff has tried to convert the suit-schedule property polygon size to look like a rectangular as described in A.Ex.1 & A.Ex.3 by encroaching upon the school's land in survey No.56/6D. He has justified that the defendants' right to enter into the southeast side of the suit-schedule property is that such a portion of land actually belongs to them. He has levied serious allegations that the plaintiff is in possession of a considerable extent of the school's land in Survey No. 56/6D. There is no pleading in the written statement about such an allegation of the plaintiff's encroachment. But arguments and evidence were let in in such a way.

26. But to prove the dispute regarding the extent of the measure on all sides in the suit-scheduled property or the school land in Survey No. 56/6D, the defendant has not chosen to either direct the land surveyor of the district to carry on a field survey of the suit-scheduled property and the abutting school land. Also, the defendants have not filed an application before this Court to seek an appointment of a commissioner to carry out an independent survey along with any of the municipal surveyors and consequently direct the commissioner to file a report before this Court to indicate the encroachment of the plaintiff, if any, in the school's land in Survey No. 56/6D. The government pleader has advanced arguments that the allegation of the plaintiff having encroached on a portion of the defendant's school land in survey No. 56/6D is actually seen on the spot, and there is physical proof of it. But the cross-examination & evidence let in suggest that on the suit-scheduled property and school land in survey no. 56/6D, there is a huge extent of barren vacant land only & there is hardly no physical features lies in proximate near to the boundaries of the suit-schedule property and the school land.

27. This court accepts the arguments of the defendants that, no doubt, evidence regarding encroachment would only be available on the spot, and no amount of oral evidence & strong arguments would evidentiary establish about the same. The oral evidence will not help the court to have a conclusion of such encroachment or resolve the dispute regarding possessory positions of the parties to the lis, where demarcation of the disputed properties is involved. In a lucid language, the Hon'ble Apex Court in 2008 (8) SCC 671—Haryana Waqf Board Vs. Shanti Sarup and ors., and also the Hon'ble High Court of Madras in CDJ 2004 MHC 947 reported in *Tejraj Sarammal Vs. Bajranglal Daman*—has held that a dispute regarding a possessory position can only be resolved and evidentiary proof can only be provided by the appointment of an advocate commissioner and from his report to be filed after an inspection of the disputed properties involved. There is no time limit found in the procedure code or any other law for the parties to seek the appointment of an Advocate Commissioner also. But the defendants, even though they have made serious allegations of encroachments on the part of the plaintiff, have not tried to prove it before this Court by an aide of the survey report or field map comparisons or by the production of other records that would prove such an allegation. In fact, the defendant had failed to seek a joint survey of both the survey No. 56/6D and the suit-schedule property simultaneously. The defendants could have carried out a field survey on their own with the survey powers they possessed.

28. Added to it, the need of inspection and failure of inspection in the present case, draws more light to adversely affect the defendant's stand of plaintiff's encroachment as that A.Ex. 2 is a proceeding of the Salem/Project Director, District Urban Development Agency, Salem in Na.Ka.No. 7119/2023/A12 dated 11.08.2023 who has directed the Block Development Officer, Ayothiyapattinam Union, to take necessary action on the plaintiff's representation, by conducting an inspection and to submit a report to his office and also to communicate the result of such inspection to the individual about the plaintiff's complaint that the defendant's have entered into his possession in the suit-schedule property. The failure to conduct a survey or failing

to disclose the fate of the inspection in the suit-scheduled property or nearby area in dispute or about the retention of the report drawn by the Block Development officer without disclosures carries a significant consideration against the defendants that they do not have enough materials against the plaintiff to levy and substantiate the allegation of his encroachment over Survey No. 56/6D, which belongs to the school.

29. Another failure of the defendants, which is also noticeable & deducible, is that if the plaintiff has encroached on the school land in survey no. 56/6D, the defendants are mandated and are within their realm to take legal action to secure the encroached land from the plaintiff as per the relevant statute. At least they would have commenced action by issuing a notice as under the Act. The failure or non-issuance of the notices by the defendants to the plaintiff itself speaks a lot against the later-shifted stand of the defendants against the plaintiff that he has encroached and retains a portion of the school's land in survey No. 56/6D as a part of the suit-schedule property. It can be seen that the same is invented for the case purpose.

30. The government pleader, armed with the B.Ex.3 FMB map alone, has tried to dispute the plaintiff's right over the suit-scheduled property, and he tried to dispute the boundaries of the suit-schedule property. The same is not sufficient until and unless the defendants come with a sound, acceptable contention to dispute the plaintiff's title and possessory claim of suit-schedule land to an extent of 0.05.00 ares, as seen from A.Ex.1, A.Ex.3, and the patta chitta found appended in A.Ex.3 along with B.Ex.1. The defendants have failed at least to place before the court the extent of the plaintiff's encroachment over the school property. This court is unable to even doubt that the boundaries and admeasures of the suit-scheduled property, based on the graphical description found in the B.Ex.3 FMB map, G-lines, F-lines, subdivision lines, and ladder lines alone. It will not be helpful for the defendants to dispute the metes and bounds of the school's land in Survey No. 56/6D with B.Ex.3 alone.

31. But in the present case, the measures of the suit-schedule land in A.Ex.1, A.Ex.3, and B.Ex.1, along with the patta and adangal found appended in A.Ex.3, are

in corroboration mentioned in repetition as 0.05.0 ares. But the defendant has not disputed the total extent of either school land or the suit-schedule property as 0.04.00 ares and 0.05.00 ares, respectively. The defendant disputes the metes and bounds of both the defendant's school land and the plaintiff's suit-schedule property by referring to B.Ex.3 FMB map. Added to it, the defendants in the arguments were unable to explain from his refuting document of the B.Ex.3 FMB map what is the metes and bounds of the suit-schedule property or the measure of 6 boundary lines to totally constitute the suit-schedule property to admeasure an extent of 0.05.00 ares of land. Also the defendants were unable to place each measure of the boundaries of either the suit-schedule property, which he claims to be a polygon size or the school property at Survey No.56/6D. He was also unable to exactly pinpoint the exact portion of encroachment committed by the plaintiff on the school's land.

32. Rather, this Court also tried to understand from the appraisal of B.Ex.3 FMB map on its own to verify whether the defendant's contention of the encroachment is visibly found. Upon seeing the measures mentioned against the respective sub-divisions lines found in the map regarding the school land and the suit-schedule property, this Court is able to understand from the defendant's argument about the encroachment of the plaintiff with the aid of the B.Ex.3 FMB map, as only 3 meters of the width of the defendant's land is shown to be encompassed in the size of L within the plaintiff's land at the southeast. But the encroachments claimed by the defendant to have been committed by the plaintiff are significantly large. B.Ex.3, FMB map relates to the year of 1980, and the actual possession and the validity of the measure of the boundaries are not in exact reliable from B.Ex.3 alone. To accept the contention of the defendants' without there being any other document to validate the defendants' claim in the form of any survey report or map to dispute the plaintiff's suit-schedule property measures, this Court finds that the attempt to dispute the boundaries of either the suit-schedule property or the school property at Survey No.56/6D solely by B.Ex.3 is not proper.

33. When the plaintiff's claim of the defendant's unlawful interference is refuted by the defendant's reciprocal allegation of the plaintiff being involved in encroachment and controverted by the plaintiff, this Court has to infer that the defendants have made some attempt of interference into the plaintiff's suit-schedule property. Notwithstanding the oral evidence of P.W.1 and P.W.2 & documentary proof available to support the plaintiff's right over the suit-schedule property, this Court finds from A.Ex.2 proceeding of the District Collector, Salem, calling upon the Block Development Officer to conduct a survey. The failure to conduct a survey or file a report needs an inference that the defendant has committed some interference either mistakenly or intentionally by making a claim that the plaintiff has interfered with their school's land and has encroached on a part of their land in survey no. 56/6D. It can be seen from the records that the plaintiff is an absolute owner of land in survey no. 56/6E, which admeasures to an extent of 5382 sq. feet. As the defendant's reciprocal allegation that the plaintiff has encroached on their land is found to be unproven. Hence, this Court finds that the allegation of the defendant's interference into the plaintiff's possession over the suit-scheduled property stands established.

34.1) Whether the plaintiff is entitled to the relief of permanent injunction as prayed for?

This court finds that the defendant's interference into the plaintiff's suit-schedule property, which was earliest denied by the defendants', is established by the defendants' failure to prove their reciprocal stand of levying allegations against the plaintiff that he has encroached into the defendants' school land in survey no. 56/6D. Further, a part of the suit-schedule property has failed to be established as it belongs to the defendant's school in survey no. 56/6D. Therefore, this Court finds it necessary that the plaintiff's rightful possession and title over the suit-schedule property is to be safeguarded by this Court, as by arguments there is a counterclaim by the defendants to the plaintiff's suit-schedule property as it belongs to them.

35. It is acceptable that the defendants have interfered with the plaintiff's possession in the suit-scheduled property to an extent in the manner of depositing construction materials for the construction of a new multi-storey building for the defendant's school in survey No. 56/6D. The interference by depositing construction material might look to be a temporal one. But the same really amounts to an annoyance and invasion of the plaintiff's possession over the suit-scheduled property. Likewise, the defendants' stand of making reciprocal allegations against the plaintiff in the nature of encroachment is made; it shows the animus on the part of the defendants' to interfere is to be continuous, and if it is failed to be refrained, the damage to be caused for the plaintiff is to be at a large scale prejudicial to his right over the suit-scheduled property. This court finds that there is no standard for ascertaining the actual damage that would likely be caused for the plaintiff if the defendants are allowed to interfere with the plaintiff's possession over the suit-scheduled property. The compensation in money would not afford adequate relief to the plaintiff, and it would also lead the plaintiff to resort to a multiplicity of judicial proceedings to protect his right over the suit-schedule property. Hence, this court finds that the plaintiff is entitled to a grant of a permanent injunction against the defendant as prayed for.

36) To what other relief the plaintiff is entitled to?

As the suit is decreed as prayed for. This Court finds that there is no need for granting any other alternate reliefs.

37. In result, the suit is allowed as prayed for. There shall be no costs.

Dictated to the Steno-typist, taken down by her in shorthand, transcribed by her in the desktop, corrected and pronounced by me in the open Court on this 7th day of March, 2025.

Sd/- P.Paramasivados
V ADDITIONAL DISTRICT MUNSIF,
(DISTRICT JUDGE, TRAINEE), SALEM

Plaintiff side Witnesses:

PW1- Govindhasamy

PW2 - Vijayalakshmi

Plaintiff side Exhibits:

Ex.A1	19.04.2023	Sale Deed in favour of the plaintiff.	Certified copy.
Ex.A2	11.08.2024	Letter from B.D.O., Salem Na.ka.No.7119/2023 A/A12 .	Original
Ex.A3	25.08.2022	Gift settlement deed infavour of Dhanam	Certified copy.

Defendants side Witness:

D.W.1. Selvam S/o Kandasamy, serving as Village Administrative Officer,

Defendants side Exhibits:

Ex.B1	--	Veeranam Village A register extract.	True copy.
Ex.B2	--	Chitta	True copy.
Ex.B3	--	F.M.B.	True copy.
Ex.B4	29.07.2022	Proceedings of the District Collector, Salem	True copy.
Ex.B5	26.10.2022	Ayothiyapattinam Block Development Officer proceedings.	True copy.

Sd/- P.Paramasivadoss
V ADDITIONAL DISTRICT MUNSIF,
(DISTRICT JUDGE, TRAINEE), SALEM

V Addl.Dist.Court, Salem.

Order:

O.S.No.413 of 2023

Dated: 07.03.2025.

