

IN THE COURT OF THE SUBORDINATE JUDGE, KODUMUDI.

**Present: Tmt. P. Sridevi., L.L.M.,
Subordinate Judge, Kodumudi.**

WEDNESDAY THE 3rd DAY OF DECEMBER 2025

O.S.No.284/2024

CNR.No.TNED22- 000883-2024

R. Ramalingam ... Plaintiff

/Vs/

E. Keeerthivasan ... Defendant

This suit has been taken on file as O.S.284/2024 and came up for final hearing before me in the presence of Advocate Thiru.P.K. Subramaniam for the plaintiff and in the presence of Advocate Thiru.T. Karthikeyan for defendant and upon hearing both side arguments and upon perusing the pleadings and records and having stood over till this day for consideration this court delivered the following:

JUDGMENT

The plaintiff has filed the suit praying for a cancellation of sale deed dated 16.03.2022 executed in favour of the defendant in respect of the suit property and permanent injunction restraining the defendant from interfering with the plaintiff's peaceful possession.

2. The brief averments of the amendment plaint read as:-

2.1. The suit property belongs to the plaintiff's father by virtue of the settlement deed dated 07.05.1953 registered before SRO Kodumudi as document No.690/1953. On 13.06.2008 plaintiff's father executed a registered Will by

bequeathing the suit property to the plaintiff and the same was also registered before the SRO Kodumudi as Doc.No. 38/2008.

2.2. The plaintiff stated that the plaintiff's father died on 25.02.2011. On the date of the death of the plaintiff's father the said Will came into force. From the day of the said will came into force the plaintiff possessed and enjoyed the suit property. But the plaintiff's peaceful possession was disturbed by the plaintiff's sisters name by Parvathy, Annapoorani, Sivagami and the defendant who is the son of the plaintiff's sister Annapoorani. They threatened the plaintiff to vacate the suit property and claimed that the suit property belongs to them. Their efforts have been thwarted by the plaintiff and the plaintiff has also made a police complaint before the Kodumudi police station and the same was withdrawn after the compromise was reached between the plaintiff, defendant and plaintiff's sisters.

2.3. The plaintiff stated that since the defendants and the plaintiff's sisters are continuously disturbing the plaintiff's possession and enjoyment the plaintiff came into the decision to sell the suit property. Hence one thirdparty named Magudapathi approached the plaintiff and proposed an offer that he has the buyer for the suit property and they are ready to purchase the suit property. After the negotiation the same consideration for the suit property was determined as Rupees Eight Lakhs and the sale deed was entered on 16.03.2022 before the SRO Kodumudi.

2.4. The plaintiff stated that he came to know that the defendant is the purchaser of the suit property only while signing the sale deed. The plaintiff also stated that on 11.03.2022 the advance amount Rs.2,90,000/- was deposited in the plaintiff's bank account and also on 15.03.2022, Rs. 1,30,000/- was deposited in the plaintiff's bank account. While registering the sale deed the plaintiff enquired Magudapathi about the remaining balance sale consideration and he deposited only Rs.49,000/- and promised that after the registration of the sale deed remaining the

sale consideration will be paid by the defendant through the bank transfer. But after the registration of the sale deed till now the defendant failed to repay the remaining sale consideration to the plaintiff.

2.5. The plaintiff stated that even though the plaintiff has approached the defendant through the panjayathars many times the defendant refused to pay the remaining balance sale consideration to the plaintiff and threatened the plaintiff. The defendant along with his hench men entered into the suit property and dispossessed the plaintiff and his family members by force. After the said incident the plaintiff has made a police complainant regarding the dispossession of the plaintiff and the cheating of the plaintiff regarding the payment of the remaining sale consideration. But the police refused to register FIR and advised the plaintiff to approach the civil court since the matter involves the civil dispute. The plaintiff stated that since the sale deed was executed with the defective sale consideration the sale deed is defective and liable to be cancelled. Hence this suit.

3. The brevity of the written statement filed by the defendant read as:-

3.1. The defendant stated that the plaintiff is none other than the maternal uncle of the defendant. The plaintiff's father name is one Rasu Chettiar, the Rasu Chettiar's wife name is Lakshmi. They had 5 legal heirs namely plaintiff, Sivagami, Muthumanickam, Parvathy, Annapoorani respectively. The mother of the defendant is the said Annapoorani.

3.2. The suit property is absolutely belonged to Rasu Chettiar by virtue of the sale deed dated 07.05.1953 Rasu Chettiar died on 25.02.2011. Subsequently his wife Lakshmi also died on 14.08.2016 left behind their legal heirs namely as stated above. On 11.01.2021 one of the legal heirs namely Sivagami namely the sister of the plaintiff issued the notice for demanding partition in respect of 1/5th share in the suit property to the other legal heirs namely plaintiff and Muthumanickam, Parvathi, Annapoorani. After issuance the notice only, the plaintiff disclosed that during the

life time of father Rasu Chettiar himself duly executed the registered Will dated 13.06.2008. Further the plaintiff made arrangements to sell the suit properties to the 3rd parties and hence the defendant approached the plaintiff namely maternal uncle for purchasing the property, the plaintiff fixed the sale price of Rs.8 Lakhs to the property and agreed to execute the sale deed in favour of defendant after received Rs.8 Lakhs from the defendant. But in the mean time the other legal heirs of Rasu Chettiar namely Muthumanickam, Parvathi, Annapoorani, Sivagami also without admitting the Will claiming share in the property.

3.3. The defendant conveyed all the parties through the close relatives as such other legal heirs Rasu Chettiar given consent for the defendant to purchase the property from the plaintiff as the rate fixed by the plaintiff i.e. Rs.8 lakhs on the basis of Will and as such the plaintiff received the Rs.8 Lakhs from the defendant and duly executed the sale deed on 16.03.2022. On the sale deed itself the sister of the plaintiff namely Sivagami and wife of plaintiff namely R. Eswari all are witness as in the sale deed. Further on the date itself the plaintiff handed over all the original documents to the defendant and subsequent to the purchase the property tax changed in the name of this defendant. The defendant alone as the absolute owner of the property is in possession and enjoyment of the same.

3.4. Even then other legal heirs of Rasu Chettiar given consent for purchasing the property by the defendant from the plaintiff on the basis of Will, Subsequently they are also demanding the amount from the defendant. Considering the cordial relationship with the other legal heirs of Rasu Chettiar, the defendant paid Rs.5 Lakhs to each legal heirs namely Annapoorani, Muthumanickam, Sivagami and Parvathi, after received the amount they gave receipts and further Rs.20 lakhs to the other legal heirs.

3.5. It is pertinent to note that, the plaintiff at the time of selling the property in favour of defendant clearly disclosed that Rasu Chettiar executed the Will on

13.06.2008 on the basis he set up his exclusive right and sold the property. So the allegations in the plaintiff when the defendant and the plaintiff's sister trespassed into the suit property is totally false. The plaintiff is party to the sale deed he himself agreed to sell the property to the defendant and preferred the sale deed and before signing the sale deed received the entire consideration as mentioned in the sale deed and put the defendant in possession of the suit property on the date of sale deed itself. It really the defendant dispossess the plaintiff, he ought to have filed the suit for cancellation of the sale deed and as well as seek the possession of the property from the defendant.

3.6. The plaintiff is the author of the sale deed and the recitals in the sale deed itself falsify the allegations in the plaint. The plaintiff alleged that the defendant and plaintiff's sister trespass into the suit property but the sister name not mentioned in the plaint and sister also not impleaded in the suit. So the suit is bad for non joinder of necessary party. There is no cause of action for the suit as alleged in the plaint.

4. On the basis of above Pleadings the following issues were framed for consideration:-

1. Whether the defendant is the absolute owner of the suit property?

2. Whether the plaintiff is entitled for the relief of canceling the sale deed dated 16.03.2022 registered before SRO Kodumudi as Doc.No.565/2022 as prayed for?

3. Whether the plaintiff is entitled for granting permanent injunction as prayed for?

4. To what other relief is entitled for?

Additional issues framed under order 14 rule 5 of CPC. Both the parties are given sufficient opportunities to adduce evidence in respect of the additional issue during trial.

1. Whether the entire consideration has been passed for the sale deed dated 16.03.2022 executed by the plaintiff in favour of the defendant?

5. On the side of the plaintiff, the plaintiff was examined as Pw1 and Ex.A1 to A4 was marked. Eswari was examined as Pw2. One Murugesan was examined as Pw3. On the side of the defendant, the defendant was examined as Dw1 and Ex.B2 to Ex.B10 marked. During the cross examination of Pw1 Ex.B1 marked. One Ganesan was examined as Dw2 and Ex.X1 marked.

6. Issues No.1, 2 additional issue No. 1

6.1. The plaintiff seeks cancellation of the registered sale deed dated 16.03.2022 executed by the plaintiff in favour of the defendant with respect to the suit property on the ground of inadequate consideration . On the other hand the defendant stated that the entire sale consideration was passed as per the recitals in the sale deed.

6.2. Written arguments filed by the learned counsel for the plaintiff. The learned counsel for the defendant argued the matter in consonance with the averments made in the written statement.

6.3. The burden lies on the plaintiff under section 101 of evidence Act to prove that there is no adequate consideration passed for the sale deed dated 16.03.2022. The plaintiff alleges inadequate payment through the intervention of land broker one Magudapathi.

6.4. Under section 31 of the Specific Relief Act 1963 cancellation of deed requires proof that the instrument is void or voidable.

6.5. Under section 91 and 92 of Evidence Act when the terms of the written contract are proved oral evidence cannot contradict its recitals unless fraud coercion or misrepresentation is proved.

6.6. On careful perusal of Ex.A1 sale deed, the recitals would read as Rs.4,00,000/- paid in cash as advance and the balance through account. Registered document carries presumption of validity. The wife of the plaintiff is one of the attester in Ex.A1 and she has examined as Pw2 he deposed in the cross examination that வா.சா.ஆ.1ல் கண்டுள்ள சங்கதிகளை ஒப்புக் கொண்டு எனது கணவர் கையொப்பம் செய்து ஏற்படுத்தி பதிவு செய்து அதில் நான் சாட்சி கையொப்பம் செய்தேன் என்றால் ஆமாம்... வா.சா.ஆ.1 ரூ.8,00,000/- மறுபயனுக்காக ஏற்படுத்தப்பட்ட ஆவணம் என்றால் சரிதான்... வா.சா.ஆ.1 கிரையப் பத்திரத்தில் சாட்சி கையொப்பம் செய்துள்ள சிவகாமி எனது சகோதரி என்றாலும் அவர் தான் வழக்கறிஞர் அறிவிப்பு அனுப்பியவர் என்றால் சரிதான். From the evidence of Pw2 it is clear that Ex.A1 sale deed duly executed by the plaintiff in favour of the defendant for valid consideration of Rs.8,00,000/-.

6.7. Under section 54 of Transfer Property Act delivery of possession or payment of price is not mandatory for valid sale. Execution of registration is sufficient.

6.8. The plaintiff himself examined as Pw1. Pw1 deposed in his cross examination that வா.சா.ஆ.1 கிரைய ஆவணம் பக்கம் 5ல் நான் கிரையம் முன் அட்வான்ஸாக ரூ.4,00,000/- பெற்றுக் கொண்ட வகையிலும் கிரைய தேதியில் சாட்சிகள் முன்னிலையில் ரூ.2,70,000/- பெற்றுக் கொண்ட வகையிலும் எனது வங்கி கணக்கிற்கு பிரதிவாதி வங்கி கணக்கில் இருந்து ரூ.1,30,000/- மாறுதல் செய்த வகையிலும் முழு கிரைய தொகையையும் எனக்கு செலுத்தப்பட்டு விட்டதாக ஆவணத்தில் சொல்லப்பட்டுவிட்டது என்றால் அந்த விவரம் பற்றி எனக்கு தெரியாது. 11.03.2022 அன்று ரூ.1,90,000/-ம், 11.03.2022ல் ரூ.1,30,000/-ம், 16.03.2022 அன்று ரூ.49,000/- எனது கணக்கிற்கு கிரைய தொகையாக செலுத்தப்பட்டது... வா.சா.ஆ.1 ஆவணத்தில் நான் கையொப்பம் செய்தேன். எனது மனைவி சாட்சி கையொப்பம் செய்தார் என்றால் சரிதான்.

6.9. On perusal of the bank pass book Ex.A4 belongs to the plaintiff showing the cash deposit entry of Rs.2,19,000/- on 11.03.2022 and Rs.1,30,000/- through NEFT by V. Annapoorani who is the mother of the defendant and sister of the plaintiff. The cash deposit entry of Rs.49,000/- is shown on 16.03.2022. The alleged suit sale deed is dated 16.03.2022.

6.10. As per the pleadings in the plaint, the plaintiff came to know that the defendant was the purchaser of the suit property only on the date of sale. But on 15.03.2022 itself a day before the sale Rs.1,30,000/- was transferred by plaintiff's sister V. Annapoorani as part sale consideration which shows that the plaintiff had already well known that the defendant was the purchaser of the suit property. It shows the plaintiff has not come with clean hands before this court.

6.11. One Murugesan examined as Pw3 and he deposed in his cross examination that நான் கோவிலுக்கு வந்திருந்தேன். இடம் விற்பனை செய்வதாக ராமலிங்கம் மற்றும் புரோக்கரும் பேசிக் கொண்டார்கள். ரூ.4,69,000/- வங்கிக் கணக்கில் சேர்ப்பதாக சொன்னார்கள்...மேற்படி கிரையப் பத்திரத்தில் எவ்வளவு தொகை கொடுக்கப்பட்டதாக எழுதப்பட்டுள்ளது. எந்த வகையில் கொடுக்கப்பட்டது என்று எனக்கு தெரியுமா என்றால் ரூ.8,00,000/- கொடுப்பதாக பேசி ரூ.4,69,000/- தான் கொடுத்தார்கள். ரூ.4,69,000/- கொடுத்ததாக யார் சொல்லி எனக்கு தெரியும் என்றால் ராமலிங்கம் சொல்லி எனக்கு தெரியும். From the evidence of Pw3 it reveals that he is not a competent witness to speak about the case of the plaintiff.

6.12. The plaintiff failed to examine the vital witness Magudapathi who allegedly negotiated the sale. Non examination of material witness raises adverse inference. Mere denial of recital without cogent proof is insufficient There is a two years delay in filing the suit without explanation

6.13. The defendant himself examined as Dw1. Dw1 in his cross examination would depose that ரூ.4,00,000/- அட்வான்ஸ் கொடுத்ததை கூறியுள்ளேன். அதற்கு

ரஶீது எதுவும் நான் பெற்றுக் கொள்ளவில்லையா என்றால் என் தாய் மாமா என்பதால் நான் ரஶீது பெற்றுக் கொள்ளவில்லை... ரூ.4,00,000/- எந்த வங்கியிலிருந்து எவ்வாறு வந்தது என்றால் என் அப்பா இறந்த சமயத்தில் பங்காளிகள் கொடுத்த பணம் ரொக்கமாக இருந்தது அதை கொடுத்தேன்... நான் தாக்கல் செய்துள்ள பி.வா.சா.ஆ.2 முதல் பி.வா.சா.ஆ.5 வரையிலான ஆவணங்களில் பெண் மக்களுக்கு ரூ.5,00,000/- கொடுத்ததாக ரஶீதுகள் தாக்கல் செய்துள்ளேன் என்றால் சரிதான்... அவர்கள் கேட்டதால் உறவு முறைக்கு எந்தவித பிரச்சனையும் வரக்கூடாது என்று நாங்கள் செட்டில் செய்தோம்.

6.14. Pw1 in his cross examination would depose that கிரையத்திற்கு பின்னிட்டு பிரதிவாதி என் சகோதரிகளுக்கு தலா ரூ.5,00,000/- ரொக்கம் நேசத்தின் அடிப்படையில் கொடுத்துள்ளார் என்றால் அது பற்றி எனக்கு தெரியாது. The defendant has produced receipts showing payment of Rs.5,00,000/- to plaintiff's sisters pursuant to family settlement. The plaintiff has produced no rebuttal evidence. Ex.B1 is the legal notice sent by sister of the plaintiff, Sivagami to the plaintiff and the other sisters demanding partition in the suit property. From the above evidence it can be presumed that there was a family settlement between the plaintiff and his sisters along with the defendant in respect of the suit property. The plaintiff suppressed material facts in the plaint. Ex.B6 to Ex.B10 would show that the revenue records and electricity connection with regard to the suit property now stands in the name of the defendant.

6.15. The plaintiff himself admits that he was dispossessed after sale he is not in possession on the date of suit. It is unbelievable that even though the Kodumudi, police station is within the radius of 50 meters the plaintiff could not seek the help of the police at the time of dispossession. The plaintiff did not proof the cause of action. Even if the plaintiff disputes cash payment partial non payment of consideration does not invalidate a sale deed. Once title passes remedy is only to recover unpaid consideration not cancellation.

6.16. The plaintiff has failed to discharge the burden of proving fraud, misrepresentation or lack of consideration. Accordingly the sale deed dated 16.03.2022 executed by the plaintiff in favour of the defendant stands valid. Hence issues no 1, 2 and additional issue no 1 are answered against the plaintiff.

7. Issue No. 3

The plaintiff has asked for the relief of permanent injunction directing the defendant not to alienate the suit properties till the disposal of the suit. The prayer for permanent injunction in the nature of seeking interim relief which cannot be granted in the main suit. Further the issue regarding the main relief seeking cancellation of sale deed dated 16.03.2022 is answered in negative. Hence the plaintiff is not entitled for the relief of permanent injunction as not to alienate the suit properties till the disposal of the suit. Therefore issue no 3 is also answered against the plaintiff.

8. Issue No.4

The plaintiff is not entitled to any other relief.

In the result, the suit is dismissed. No cost.

Judgment directly dictated to the Steno-Typist, typed by her in computer and taken print out and after rectification of mistake, Pronounced by me in open court on this 3rd day of December 2025.

Subordinate Judge,
Kodumudi.

ENCLOSURE: **Plaintiff side witnesses:**

P.W.1- Ramalingam (Plaintiff)

P.W.2 – Eswari (Plaintiff wife)

P.W.3- Murugesan

Plaintiff side Exhibits:

S.No.	Exhibits No.	Date	Particulars	Nature of documents
1	Ex.A1	16.03.2022	Sale deed	Certified copy
2	Ex.A2	20.02.2024	Legal notice along with receipts	Office copy
3	Ex.A3	16.03.2024	Indian post track consignment	Online copy
4	Ex.A4	-	Plaintiff pass book	Original

Defendant side witnesses

D.W.1 – Keerthivasan (Defendant)

D.W.2 – Ganesan (3rd person)

Defendant side Exhibits:

S.No.	Exhibits No.	Date	Particulars	Nature of documents
1	Ex.B1	11.01.2021	Legal notice	Office copy
2	Ex.B2	10.05.2022	Receipt issued by the Annapoorni	Original
3	Ex.B3	10.05.2022	Receipt issued by the Muthumanickam	Original
4	Ex.B4	16.06.2022	Receipt issued by the Sivagami	Original
5	Ex.B5	14.12.2023	Receipt issued by the Parvathi	Original
6	Ex.B6	02.03.2024	Property tax receipt	Original
7	Ex.B7	26.06.2023	Electricity name transfer order	Original
8	Ex.B8	30.08.2025	Electricity charge receipt	Xerox copy
9	Ex.B9	22.05.2023	Patta Transfer Order	Original
10	Ex.B10	10.02.2025	Water tax receipt	Original

Dw2

1	Ex.X1	-	Dw2 Aadhar card	Compared with original
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Subordinate Judge,
Kodumudi.