

**IN THE COURT OF DISTRICT MUNSIF CUM JUDICIAL MAGISTRATE,
UTHIRAMERUR**

Present: Ms.R.KRITYA, B.A,L.L.B.,
District Munsif cum Judicial Magistrate, Uthiramerur

On this the 29th day of April 2026

O.S.No. 110 of 2013
CNR No. TNKP10000250-2013

1. Mrs. B.Baby

2. Mrs. V. Vasantha

..... Plaintiffs

Vs

1. Mrs. Muniammal (died)

2. K. Sundaramoorthy (died)

3. Mrs. V. Indra

4. S. Purushothaman

5. S. Madhavan

6. Tmt. Renukadevi

..... Defendants

(1st and 2nd defendant died, their legal heirs 6th defendant impleaded as per order in IA 630/2018 dated 20.11.2019)

This suit came up before me for the final hearing on 02.04.2026 in the presence of Mr. A. Pazhaniappan, Mr. A. Karunanidhi, Mr. S. Sundaravadivelu, Mr. K. Venkateswaran, Advocate for Plaintiffs and Mr. S. Premkumar, Mr. V. Ramalingam Advocates for Defendants and upon perusal of the available records, and having stood over for consideration till this day this court delivered the following:

JUDGMENT

1. This suit has been filed for Declare that the suit schedule A and schedule B properties are belonging to Sandhiammal and grant a preliminary decree for partition of dividing the properties in to 3 equal shares and thereon grant the plaintiffs 1/3rd share each and 1/3rd share to the 1st defendant in respect of the suit A and B schedule B mentioned properties and declared the registered settlement deed dated 29.10.2010 executed by the 1st defendant in favour of the 3rd defendant, registered settlement deed dated 04.02.2011 executed by the 2nd defendant in favour of the 4th defendant, registered settlement deed dated 04.02.2011 registered as document No. 655 of 2011 on the file of the sub Registrar Walajabad executed by the 2nd defendant in favour of the 5th defendant above said documents as null and void, and for ascertaining the income from the suit schedule A and B property is from 3 years preceding the date of the plaint till the date of handing over physical possession of the share of the said property to the plaintiffs and to ascertain and effect calculation of the means profits in respect of the suit A and B property, and to grant a permanent injunction as against the defendants 1 to 5 their men, servants, agents or any person claiming under the defendant from interfering with the peaceful possession and enjoyment of the respective allotted properties to the plaintiffs and for cost.

CASE OF THE PLAINTIFF :

2. The plaintiffs and the 1st defendant are the daughters of the late Sandhiammal and Kuppusamy, while the 2nd defendant is the husband of the 1st defendant and the 3rd to 6th defendants are their children and legal heirs. Sandhiammal was the foster daughter of her maternal uncle Poongavanam, and upon the death of Poongavanam and his wife Alameluammal, Sandhiammal succeeded to their substantial property in Pinayur Village. In addition to these inherited lands, Sandhiammal acquired further properties through her own earnings and developments made upon the ancestral land. It is specifically contended that the 2nd defendant and his father, Kannapa Naicker, originally possessed no properties in Pinayur Village and hailed from Sathananchery Village.
3. During her lifetime, Sandhiammal executed a settlement in favour of the 1st plaintiff dated 19-06-1982 vide document No.1736 of 1982 for the extent of 1.83 cents (in survey number apart from the schedule mentioned property) during her lifetime. 1st plaintiff is in possession and enjoyment of that extent settled. She has also executed a settlement date in the year 1996 in favour of 2nd plaintiff the extent of 1.22 cents in survey No.406/2 Part and similarly executed another settlement date in favour of the second plaintiff to the extent of 1.22 cents in survey number 406/2 part. Sandhiammal died in the year 1996, the 2nd plaintiff and the 1st defendant entered into a registered mutual partition in 1997 (Doc No. 2226) concerning 10.04 cents of land, wherein the 2nd plaintiff was allotted 1.71 cents. Although the 1st plaintiff was not a party to

this document, she did not object; however, the plaintiffs maintain this was a partial partition only, leaving the remainder of Sandhiammal 's estate to be held in joint constructive possession by the legal heirs. The other properties continued to be in the name of Sandhiammal and the legal heirs of Sandhiammal was in a understanding to partition it later. There were no written documents regarding the equal distribution of properties of Sandhiammal.

4. The plaintiffs allege that the 1st and 2nd defendants took advantage of the 2nd plaintiff's residence in Chennai to grab various extents of the estate. While 4.82 acres of land (Schedule A) remains in the name of the deceased Sandhiammal, the 1st and 2nd defendants allegedly managed to illegally transfer 12.94 cents (Schedule B) into their own names without the plaintiffs' knowledge. This led to previous litigation between the 2nd plaintiff and 2nd defendant, and despite subsequent requests for an equal division of all remaining properties, the defendants have consistently postponed the matter to avoid a fair settlement.
5. It is further alleged that the 1st and 2nd defendants attempted to validate their illegal holding on the land by executing settlement deeds in favor of their children, the 3rd, 4th, and 5th defendants, between 2010 and 2011. Specifically, the 1st defendant settled 1.00 acre (Survey Nos. 159/3 and 172/2B) on the 3rd defendant vide document No. 5655/2010, while the 2nd defendant settled 1.07 acres on the 4th defendant vide document No. 656/2011 and 1.04 acres on the 5th defendant vide document No. 655/2011. Further 2nd defendant settled 0.28 cents to 4th defendants (Survey No.148/2B). The plaintiffs contend these

transfers are void and not binding on them, as the 2nd defendant had no independent title to the properties which originally belonged to Sandhiammal.

6. The plaintiffs assert that the defendants are not entitled to any properties beyond those already settled or partitioned, and the mutation of revenue records in favor of the defendants was achieved through fraud. On 18-12-2012, the plaintiffs issued a legal notice demanding a formal partition of the remaining properties and the cancellation of the illegal settlement deeds executed by the defendants. The defendants issued a reply notice on 29-01-2013 denying the claims, which necessitated the filing of the present suit for partition and declaration that the settlement deeds in favor of the 3rd, 4th, and 5th defendants are unenforceable and for permanent injunction. Hence this suit.

7. CASE OF THE DEFENDANTS:

WRITTEN STATEMENT OF 1ST AND 2ND DEFENDANTS:

8. The 1st and 2nd defendants, whose statement is adopted by the 4th and 5th defendants, admit the family relationship but strictly deny that all A and B schedule properties belonged to Sandhiammal. They contend that Items 1 and 2 of the A schedule (S.No. 159/3 and 172/2B) belonged to Alameluammal, who adopted the 1st defendant as her daughter. Upon Alameluammal's death, the 1st defendant succeeded to these lands as the sole heir.
9. Regarding Items 3 and 5 of the A schedule, the defendants admit these were Sandhiammal's properties but state they were specifically allotted to the 1st defendant during the 1997 partition with the 2nd plaintiff. They clarify that a

clerical error in the partition deed listed S.No. 152/2 instead of 152/1, but emphasize that the 1st plaintiff accepted this arrangement. However, the defendants do admit that Items 4 and 8 of the A schedule (S.No. 159/4 and 93/2) are ancestral co-owned properties and agree that these two items are liable for partition.

10.The defendants further clarify that Item 6 of the A schedule belongs to a different woman also named Sandhiammal, while Item 7 was owned by third parties and never belonged to the family. Items 9, 10, and 11 were orally purchased by the 2nd defendant from one Venkataraman in 1974 and were subsequently settled on the 4th defendant in 2011.

11.As for the B schedule properties, the defendants claim exclusive ownership through various purchases and family settlements. Items 1, 3 to 13 are claimed to be the 2nd defendant's self-acquired properties, purchased from various individuals between 1982 and 1987. Similarly, Items 2, 14, 15, 16, and 17 were purchased by or belonged to the 2nd defendant's father, Kannappa Naicker, who later settled several of these portions on his grandson, the 4th defendant, in 2008.

12.Finally, the defendants state that Item 18 was purchased by the 2nd defendant in 1974 and settled on the 5th defendant in 2011, while Items 19 and 21 were purchased by the 1st defendant. Item 20 is held by the 2nd defendant under a power of attorney from a third party. The defendants argue the suit is filed in bad faith and lacks transparency, asserting that since the properties were earned

through their own labor and legitimate transactions, the suit should be dismissed with costs.

WRITTEN STATEMENT OF 6TH DEFENDANT:

13.The 6th defendant challenges the claims of both the plaintiffs and the other defendants, arguing that they have suppressed the fact that she is the eldest daughter of the 1st and 2nd defendants. She contends that she was a necessary party to the suit from the beginning and should not have been excluded. She specifically denies the claim that the suit properties are self-acquired.

14.Because the family relationship is admitted by all parties, the 6th defendant insists she has a clear legal right of share in the properties. She rejects the idea that the 1st and 2nd defendants are the sole owners and asks the court to recognize her as a rightful co-sharer. She seeks a decree to divide the properties equally among all entitled heirs and to allot her the fair share she is due under the law, noting that further evidence will be provided during the trial.

ADDITIONAL WRITTEN STATEMENT BY 4TH DEFENDANT

15.In this additional statement, the 4th defendant clarifies the status of Item 12 of the A schedule property, stating it originally belonged to Mrs. Sandhiammal. According to this defendant, Sandhiammal relinquished her rights to the 2nd defendant, who then took possession and updated the revenue records in 1987. Subsequently, the 1st and 2nd defendants executed a settlement deed on 04-02-2011 in favor of the 5th defendant, Madhavan. Consequently, the 5th defendant now holds the full legal title and rights to this specific property.

16. Upon the above pleadings the following issues were framed:

(i) வாதிகள் கோரியபடி விளம்புகை பரிகாரம் பெறத்தக்கவரா?

(ii) வாதிகள் கோரும் பாகப்பிரிவினை பரிகாரம் கிடைக்கத்தக்கதா ?

(iii) வாதிகள் கோரும் விளம்புகை பரிகாரம் கிடைக்கத்தக்கதா?

(iv) வேறு என்ன பரிகாரம் ?

17. The plaintiff on his side has examined 1st plaintiff as PW-1 and Ex-A1 to Ex-A34 marked. Defendant on the other hand has examined 4th defendant as DW-1 and Ex-B1 to Ex-B28 marked and 5th defendant was examined as DW-2. Upon order in IA No.8 of 2025 CW-1 was examined as and Ex-C1 to Ex-C3 marked.

Issue 1 and 2 :

18. For the sake of brevity, Issue No. 1 and Issue No.2 are discussed together:

Admittedly, the plaintiffs and 1st defendant are Sisters born to Sandhiammal and Kuppusamy; 2nd defendant is husband of 1st defendant; Defendant 2 to 6 are Sons and Daughters of 1st and 2nd defendants; The properties mentioned in A and B Schedule are all situated in Pinayur Village, Seethananchery post, Uthiramerur Taluk; Item No.4 and 8 of A schedule property are admitted to be the properties of Sandhiammal and the plaintiffs and 1st defendant are having equal rights and that property is liable to be partitioned; Poongavanam is the maternal uncle of Sandhiammal;

19. The plaintiff's case is that Sandhiammal was the foster child of one Alameluammal and Poongavanam. Poongavanam is none other than the maternal uncle of Sandhiammal. Upon death of Poongavanam and

Alameluammal the entire properties in their names were inherited by Sandhiammal. And she has been the owner of those properties. Apart from the inherited properties Sandhiammal has purchased several other properties out of her self-acquisition from the development of agricultural lands. During the life time of Sandhiammal she has settled certain properties to the extent of 1.83 cents vide settlement deed dated 19.06.1982 registered as Doc No. 1736 of 1982 infavour of 1st plaintiff and that settlement deed was marked as Ex-A3 and subsequently the 1st plaintiff was in effective possession and enjoyment. Sandhiammal has also settled certain properties to the extent of 1.22 cents vide settlement deed dated 04.04.1996 registered as Doc No. 1393 of 1996 in favour of 2nd plaintiff and that settlement deed was marked as Ex-A4 and subsequently the 2nd plaintiff was in effective possession and enjoyment. Sandhiammal died on 03.07.1996. The death certificate of Sandhiammal was marked as Ex-A5 and the legal heir certificate showing that both the plaintiffs and 1st defendant as the legal heir of Sandhiammal was marked as Ex-A6. The 2nd plaintiff and 1st defendant entered into partition as respect to properties of Sandhiammal to the extent of 10.04 cents dated 07.06.1997 registered as Doc.No.2226 of 1997 and the same was marked as Ex-A7. The 1st plaintiff was not a party to the above partition deed and she did not object to the partition.

20. The plaintiffs states that when they both believed that the 1st defendant would take care of the undivided joint family properties, the 1st defendant executed a settlement deed infavour of 3rd defendant dated 29.10.2010 registered as

Doc.No. 5655 of 2010 settling the item No.1 and 2 of A schedule property (Ex-A8). And 2nd defendant executed a settlement deed infavour of 4th defendant dated 04.02.2011 registered as Doc.No. 656 of 2011 settling the item No.9, 10, 11 of A schedule property (Ex-A9). And 2nd defendant executed a settlement deed infavour of 5th defendant dated 04.02.2011 registered as Doc.No. 655 of 2011 settling the item No. 18 in B schedule property and Survey No. 217/1 (Ex-A10). The plaintiffs states that the above settlement were executed without the knowledge of the plaintiffs and the properties contained in the above settlement deeds were absolute properties of Sandhiammal in which the plaintiffs are entitled for share.

21.The plaintiffs prays that they are entitled for 1/3 share each in the suit A and B schedule properties. Being that the case the plaintiffs having the initial burden to prove her case has examined PW-1 and marked Ex-A1 to Ex-A34. The plaintiffs claim of share from the properties of Sandhiammal are of two heads:-

(i) The properties inherited by Sandhiammal as the foster child from

Alameluammal and Poongavanam

(ii) The properties self acquired by Sandhiammal.

22.Before dwelling in to the case, the difference between foster child and adopted child has to be understood to effectively decide the present question. Foster child is one where the child is taken care by different parent and the child's biological parents still be the parents. There is no legal character vested upon the foster child if taken care i.e, the foster child does not have any right over

estates of the person who take cares of them. Whereas adopted child is one who has been duly adopted as per the legal requirements and customs as in Hindu Adoption and Maintenance Act 1956. The adopted child will have a separate legal character and will be entitled in the estates of the adopted parents. Adopted children gain full legal entity and inheritance rights. Foster children remain under the legal guardianship of the biological parents, making their placement temporary with no inherent inheritance rights from foster parents.

23. Now, it is clear that as the case of the plaintiff Sandhiammal being the foster child of Alameluammal and Poongavanam does not have any legal right or title over the properties of Alameluammal and Poongavanam. For the sake of discussion, even assuming that the Sandhiammal was adopted child of Alameluammal and Poongavanam the plaint pleadings are silent about which properties were inherited by Sandhiammal from Alameluammal and Poongavanam. There is no documentary evidence to their claim of properties of Alameluammal and Poongavanam.

24. On perusal of the documentary evidences Ex-A1 to Ex-A34 and oral evidence, it is seen that there is no evidence as to the properties succeeded by Sandhiammal from Alameluammal and Poongavanam as foster child. Hence, the plaintiffs claim of share from the properties of Sandhiammal which she claimed to have been inherited stands unsupported. The plaintiffs is bound to state specifically about the properties which was inherited and which was self-

acquired categorically. But the present plaint does not contain any such specific detailing regarding the suit property survey numbers.

25. The plaintiffs claim that Sandhiammal succeeded entirety of properties of Alameluammal and Poongavanam as foster child. It is clear that a foster child does not have the right of inheritance from the foster parents. Hence, it is the duty of the plaintiff to first establish the legal relationship between Alameluammal and Poongavanam and the plaintiffs prove the same. In order to establish the same the plaintiffs could have filed the legal heir certificate of Alameluammal and Poongavanam. Also there is no mention of which properties belonged to Alameluammal and which properties belonged to Poongavanam or whether properties were in co-ownership of both Alameluammal and Poongavanam. Further, the plaint pleadings consist of the term larger extent, substantial property, entirety of properties but there are no specific averments as what are the properties were inherited and what were self-acquired.

26. The plaintiff argued that the defendant DW – admitted that Sandhiammal is the adopted child of Alameluammal and Poongavanam. Though the defendant during cross has admitted unless such adoption is as per the legal requirement and unless it is proved through valid documentary or oral evidence this court cannot rely on such defendant admission. The plaint pleading does not contain the term adoption instead the plaintiff has stated Sandhiammal was the foster child of Alameluammal and Poongavanam. Even if this assumes that Sandhiammal is adopted child of Alameluammal and Poongavanam it is the

duty of plaintiff to establish which items were inherited from them as the adopted child. But this no evidence for the same. Hence, the plaintiffs claim of share from the first head, i.e, (i) The properties inherited by Sandhiammal as the foster child from Alameluammal and Poongavanam stands unsupported.

27.As respect to the second head of the claim of plaintiff, that the suit properties are self-acquired properties of Sandhiammal, the plaintiff should prove that the suit schedule of properties were self-acquired properties of Sandhiammal. On perusal of evidence of PW-1 it is seen that there is no valid oral evidence to support or clear the ambiguity as to the specification of properties which were self-acquired by Sandhiammal out of the A and B schedule properties. Ex-A1 is the sale deed dated 15.03.1967 between Sandhiammal and one Moganamanavalan to the purchase of item No.4 in A schedule property. The defendants has already admitted that item No.4 of A schedule property is self acquired property of Sandhiammal and it is liable to be partitioned. As per section 58 of Indian Evidence Act facts admitted need not be proved.

28.The plaintiff documents Ex-A2 is the transaction deed recording the transfer of property from one Nirmalammal and Sandhiammal. Ex-A2 is the transaction deed as respect to Item No.3 and Item No.6 of A Schedule property. Other than the above two deeds the plaintiff did not file any other title deeds as to other A and B schedule items. The plaintiff having the initial burden must establish their title over the schedule properties. Ex-A2 being the transaction deed as to Item No. 3 and 6 of A schedule property, the defendant strongly denies that Item 3 of

A schedule property was allotted to the 1st defendant vide partition deed in the year 1997 but in that the survey number was wrongly mentioned as 152/2 instead of 152/1. On the side of plaintiff Ex-A2 was filed to prove how Item No. 3 was acquired by Sandhiammal but when the defendant alleges that it was allotted to her by way of partition, now the burden is on the plaintiff to prove that it was not allotted to the 1st defendant. But the plaintiffs failed to do the same. And as respect to Item No.6 the defendants claim is that Ex-A2 having the vendee name as Sandhiammal but wife of Murugesu Pillai, whereas the late Sandhiammal is Wife of Kuppusamy. At this point this creates serious doubt on Ex-A2 whether the vendee in Ex-A2 is the person claimed to be the mother of Plaintiffs or not? Again the burden is on the plaintiff to prove the same but the plaintiff has failed to prove. As admitted Item No. 4 & 8 are subject to partition. The plaintiff case stands unsupported and unproved. Since the plaintiff failed to establish the clear chain of title of the A and B schedule properties and failed to prove their case this court concludes that the plaintiff failed to shift their initial burden. Hence at this juncture the plaintiffs are not entitled for 1/3rd share each over the A and B schedule properties.

29. Further, the plaintiff claiming the three-settlement deeds executed by 1st and 2nd defendant in favour of 3rd defendant to 5th defendant, the plaintiff should state and prove under what grounds the plaintiff is praying for null and void. On perusal of pleading this court understands that the plaintiffs claim for null and void is that the the properties settled by 1st and 2nd defendant are

undivided join family properties over which the plaintiffs are having title. Now, the plaintiff has the higher work to prove the same, in order to aver that the settlement deeds should be declared null and void the plaintiff first has to establish that the plaintiff has equal share and they are the co-owner of the properties which were settled in favour of 3rd to 5th defendants and the plaintiff should prove that the 1st and 2nd defendant does not have title over the properties settled.

30. The main point that was argued by the plaintiff is that the Ex-B26 the legal Heir certificate of Alameluammal was a forged one. On the side of plaintiff, they claim that Sandhiammal is the foster daughter of Alameluammal and Poongavanam, but as per the defendants the 1st defendant is the adopted child of Alameluammal and Poongavanam. The plaintiff has filed the legal heri certificate of Sandhiammal consisting 1st and 2nd plaintiffs and 1st defendants name as Ex-A6. On the side of defendant they have marked Ex-B26 showing that the 1st defendant as the sole legal heir of Alameluammal. The plaintiff further marked, Ex-A34 to prove that Ex-B26 was a forged one. Ex-A34 is the reply given to the plaintiff upon the RTI.

31. On perusal of Ex-A34 it shows that the Legal Heir certificate No.3177/2007/அ 9 dated 26-11-2007 was not issued in the name of Muniammal as mentioned in the RTI. In consonance with that of the oral evidence of CW-1 he admitted that there is a correction made in the certificate number of the back file of Ex-B26 which was marked as Ex-C2. On perusal of

Ex-C2 it is seen that the certificate no.3177/2007/அ 9 alone is same, other than that all the other details are pertaining to some other person namely Veerammal W/o Allimuthu. Whereas Ex-C3 is the back file of the petition given by Munniammal the 1st defendant. But the Certificate number is 3175/2007/அ 9. On perusal of Ex-C3 it is very clear that there is a correction in the certificate Number where 3175/2007/அ 9 was slightly corrected as it can be read as 3177/2007/அ 9. CW-1 also admits the same stating that the correction made is true but there is no endorsement by the correcting authority.

32. At this point it is clear that Ex-B26 was issued by the competent authority, but the certificate number mentioned is that of 3177/2007/அ 9 belongs to the different person Veerammal. Though it is very clear that the Ex-B26 is wrongly issued in a different certificate number. The plaintiff could have challenged the same before the revenue authority. Now seeing that there is a correction made in the back file of Ex-B26, that alone does not amount to forgery, the plaintiff ought to prove forgery with stronger evidences and it is settled principle that the person claiming a document to be forged has the higher burden to prove the case than who is relying on the document. In the present case, the plaintiff has argued that the legal heir certificate is forged one and did not further try to prove that it was forged.

33. On the side of the plaintiffs, to prove that the settlement deeds are null and void the plaintiff has marked the settlement deed as Ex-A8 to Ex-A10. On perusal of Ex-A8 to Ex-A10 it is seen that the settlors 1st and 2nd defendants

has stated the previous title through which the properties were in the name of them. Whereas, the plaintiff having the initial burden should prove their co-ownership over the property, plaintiff does not establish any title or ownership over the property vide any documentary or oral evidences. The plaintiff has marked Ex-A12 to Ex-A29 which are all true copies of Adangal. Wherein, though Adangal can be considered as a proof of Possession without proper proof of title or ownership mere filing of Adangal will not be enough to shift the burden by the plaintiff to establish their case. When the plaintiff lacks title over the property, the Adangal cannot be taken into account to support the plaintiff claim. For instance even considering that the Ex-B26 was a forged documents and not valid before this court, the plaintiffs did not prove their case and was trying to stand on the weakness of defendant case. It is well settled principle that, the plaintiff should stand in his own legs and not on the weakness of defendants. The plaintiff cannot stand still just after pleading averments as it is, without supporting the same.

34. On the other hand even when the plaintiff did not shift their initial burden, the defendant to support their claim, they have examined 4th defendant Purushothaman as DW-1 and 5th defendant Madhavan as DW-2 and has exhibited Ex-B1 to Ex-B27 on his side. The case of the defendant is that Sandhiammal was not the foster or adopted child of Alameluammal and Poongavanam but the 1st defendant was the adopted child of Alameluammal and Poongavanam. The defendant claims that certain properties of

Alameluammal and Ponngavanam were inherited by the 1st defendant and other items in B schedule properties are self- acquired by 1st and 2nd defendant out of their own income. The defendant to support his case has marked the Ex-B4 the sale deed between one Gajavardha Naicker and Varadhappa Naicker, the defendant states that after death of Varadhappa Naicker his son Murugesha Naicker has orally sold the Item No.1 and Item No.3 of B schedule property. But, this court cannot rely on Ex-B4 since the sale deed is of the vendor of the 2nd defendant. Ex-B5 is the sale deed by Sengazhini Naicker and 2nd defendant father Kanniappan.

35.The defendant case is that Kannapa Naicker settled the property to 4th defendant who is the grandson of Kannapa Naicker. There is no document to prove that Kannapa Naicker settled those items to 4th defendant. Other title documents Ex-B6 to Ex-B17 are the various certified title documents on the side of defendant with respect to various Survey Numbers in A and B schedule properties. Ex-B7 is the sale deed between 2nd defendant and Balarama Naicker as respect to Item No.4 of B schedule property. and Ex-B8 is the sale deed between 2nd defendant and Govindasamy Naicker as respect to Item No.5 of B schedule property. Ex-B9 is the sale deed between 2nd defendant and Rose Ammal as respect to Item No.6 of B schedule property. Ex-B10 is the sale deed between 2nd defendant and Duraisamy as respect to Item No.10 of B schedule property. Ex-B11 is the sale deed between 2nd defendant and Munusamy Naicker as respect to Item No.12 of B schedule property. Ex-B12 is the sale

deed between 2nd defendant and Sundaramoorthy as respect to Item No.13 of B schedule property. On conjoint perusal of all the above defendant exhibits this court arrives at a conclusion that the defendant though has relied on the titled documents claiming the schedule property certain documents such as Ex-B4 and Ex-B5 are not wholly reliable as a title documents as claimed by the defendants. Even the defendants did not prove the chain of title of the schedule properties. Though the defendant documents lack chain of title as respect to certain Item numbers, on bare perusal of Ex-B4 to Ex-B17 it is seen that the defendant at least have filed few documents as respect to A and B schedule properties, whereas the plaintiff has denied those documents as mere averments. This court does not dwell deep and discuss about title documents filed by the defendants each in detail since the plaintiffs case failed in the threshold.

ISSUE 3:

36.The plaintiffs have sought the relief of permanent injunction to restrain the defendants from interfering with their alleged peaceful possession and enjoyment of the suit properties. To succeed in a prayer for permanent injunction, the plaintiffs must first establish a clear legal title and exclusive possession over the specific extents of land in question. However, based on the findings recorded in Issue 1 and Issue 2, this court has already determined that the plaintiffs have failed to prove their absolute title over the A and B schedule properties, except for those portions already settled or partitioned in their favor.

37. A fundamental principle of law is that an injunction cannot be granted against a true owner or a co-owner of the property. In this case, the available records shows that several items in the B schedule were self-acquired by the 2nd defendant or inherited through his father, Kannappa Naicker. Since this court has already decided the primary issues of title and possession against the plaintiffs, it follows that the plaintiffs cannot claim of possession and seek for injunction against the defendants.

38. Furthermore, even in respect of the ancestral properties that remain unpartitioned, the parties continue to be in the status of co-owners. Every co-owner is deemed to be in possession of every part of the joint property, and one co-owner cannot seek a temporary or permanent injunction against another co-sharer unless a formal and final partition by metes and bounds has been completed. Since the plaintiffs have not proved exclusive possession of the suit properties and the previous partition of 1997 was only partial, the request for an injunction to exclude the defendants is legally unsustainable.

39. The evidence produced by the defendants, including the registered sale deeds and subsequent revenue mutations, suggests that the defendants have been in active enjoyment and management of the lands. The plaintiffs, having failed to prove the illegality of these documents under the previous issues, cannot now seek to restrain the defendants from exercising their rights over the land. The court cannot protect the possession of a party who has failed to establish the very foundation of their claim.

40. Consequently, as the findings for Issue 1 and Issue 2 have been decided against the plaintiffs, the prayer for a permanent injunction will also fail. Given that the plaintiffs have not demonstrated either a clear title or exclusive possession, and considering that the law prohibits an injunction against a co-owner, the plaintiffs are not entitled to this relief. Accordingly, Issue 3 is answered in the negative and against the plaintiffs.

41. **Issue 4 :** By considering the facts and circumstances of this case, this court is not inclined to grant any other relief to the parties. No cost.

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

Directly typed by me in my laptop, formatted by me, corrected and pronounced by me in the open court, on this the 29th day of April 2026.

District Munsif Cum Judicial Magistrate,
Uthiramerur.

LIST OF WITNESS EXAMINED ON THE SIDE OF PLAINTIFF:

PW1- Baby (1st Plaintiff)

LIST OF DOCUMENTS MARKED ON THE SIDE OF PLAINTIFF:

Sl. No.	Date	Particulars of Documents	Remarks
Ex. A1	15.03.1967	Sale deed infavor of Santhiammal	Certified copy
Ex. A2	03.05.1984	Transfer deed infavor of Santhiammal	Certified copy
Ex. A3	19.06.1982	Settlement deed infavor of 1 st plaintiff executed by Santhiammal	Certified copy
Ex. A4	04.04.1996	Settlement deed infavor of 2 nd plaintiff executed by Santhiammal	Certified copy
Ex. A5	12.09.1996	Santhiammal Death Certificate	Original
Ex. A6	17.03.1987	Santhiammal Legal heir Certificate	Original
Ex. A7	07.06.1997	Partition deed between 1 st defendant and 2 nd plaintiff	Certified copy
Ex. A8	29.10.2010	Settlement deed infavor of 3 rd defendant executed by 2 nd defendant	Certified Copy
Ex. A9	04.02.2011	Settlement deed infavor 5 th defendant executed by 2 nd defendant	Certified Copy
Ex. A10	04.02.2011	Settlement deed infavor 4 th defendant executed by 2 nd defendant	Certified Copy
Ex. A11	-	Encumbrance Certificate	True Copy
Ex. A12	-	Adangal for 1413	True Copy
Ex. A13	-	Adangal for 1406	True Copy
Ex. A14	-	Adangal for 1404	True Copy
Ex. A15	-	Adangal for 1401	True Copy
Ex. A16	-	Adangal for 1403	True Copy
Ex. A17	-	Adangal for 1400	True Copy
Ex. A18	-	Adangal for 1398	True Copy
Ex. A19	-	Adangal for 1397	True Copy
Ex. A20	-	Adangal for 1390	True Copy
Ex. A21	-	Adangal for 1385	True Copy
Ex. A22	-	Adangal for 1386	True Copy
Ex. A23	-	Adangal for 1379	True Copy
Ex. A24	-	Adangal for 1393	True Copy

Ex. A25	-	Adangal for 1394	True Copy
Ex. A26	-	Adangal for 1395	True Copy
Ex. A27	-	Adangal for 1405	True Copy
Ex. A28	-	Adangal for 1409	True Copy
Ex. A29	18.12.2012	Legal notice sent to plaintiffs	Xerox Copy
Ex. A30	29.01.2013	Reply notice	Office Copy
Ex. A31	21.06.1989	Sale deed	Certified Copy
Ex. A32	30.11.1974	Property Exchange Deed	Certified Copy
Ex. A33	-	EB Card stand in the name Poongavanam	
Ex. A34	05.05.2025	RTI Information letter	Office copy

LIST OF WITNESS EXAMINED ON THE SIDE OF PLAINTIFF:DW1- Purushothaman (4th defendant)DW-2 – Madhavan (5th defendant)**LIST OF DOCUMENTS MARKED ON THE SIDE OF PLAINTIFF:**

Sl. No.	Date	Particulars of Documents	Remarks
Ex. B1	29.10.2010	Settlement deed infavor of 3 rd defendant	Certified Copy
Ex. B2	07.06.1996	Partition deed in between 2 nd plaintiff and 1 st defendant	Original
Ex. B3	04.02.2011	Settlement deed infavor of 4 th defendant	Original
Ex. B4	24.06.1943	Sale deed infavor of Varadappa Naicker	Certified Copy
Ex. B5	29.12.1975	Sale deed infavor of Kannappan Naicker	Certified Copy
Ex. B6	26.06.2008	Settlement deed infavor of 4 th defendant	Original
Ex. B7	12.05.1983	Sale deed infavour of Sundaramoorthy	Original

Ex. B8	12.05.1983	Sale deed infavor of Sundaramoorthy	Original
Ex. B9	12.05.1983	Sale deed infavor of Sundaramoorthy	Original
Ex. B10	14.10.1987	Sale deed infavor of Sundaramoorthy	Original
Ex. B11	20.05.1982	Sale deed infavor of Sundaramoorthy	Original
Ex. B12	22.05.1982	Sale deed infavor of Sundaramoorthy	Original
Ex. B13	29.12.1975	Sale deed infavor of Kannappa Naicker	Original
Ex. B14	17.04.1974	Sale deed infavor of Kannappa Naicker	Original
Ex. B15	04.02.2011	Settlement deed infavour of Madhavan	Original
Ex. B16	17.08.2009	General power deed infavour of Sundaramoorthy	Original
Ex. B17	12.05.1983	Sale deed infavour of Muniyammal (4 th defendant's mother)	Original
Ex. B18	29.01.2011	Reply notice	Office copy
Ex. B19	18.02.2014	Patta stand in the name of Alameluammal	Online copy
Ex. B20	18.02.2014	Patta stand in the name of 5 th defendant	Online copy
Ex. B21	18.02.2014	Patta stand in the name of Santhiammal	Online copy
Ex. B22	18.02.2014	Patta stand in the name of 2 nd defendant	Online copy
Ex. B23	18.02.2014	Patta stand in the name of Venkatraman	Online copy
Ex. B24	18.02.2014	Patta stand in the name of 1 st defendant	Online copy
Ex. B25	18.02.2014	Patta stand in the name of Kannappa Naicker	Online copy
Ex. B26	26.11.2007	Legal heir certificate of Alamelu	Original
Ex. B27	02.07.2009	Patta stand in the name of Sundaramoorthy	Online copy
Ex. B28	28.03.2011	Patta stand in the name of Sundaramoorthy	Online copy

LIST OF WITNESS EXAMINED ON THE COURT SIDE :

CW1- Kovarthanan (Deputy Tahsildar, General Information Officer)

LIST OF DOCUMENTS MARKED ON THE SIDE OF COURT :

Sl. No.	Date	Particulars of Documents	Remarks
Ex. C1	17.03.1997	Office Note Tahsildar Office for Santhiammal Legal heir Certificate	Original
Ex. C2	20.11.2007	Office Note Tahsildar Office for Veerammal Legal heir Certificate	Original
Ex. C3	26.11.2007	Office Note Tahsildar Office for Alameluammal Legal heir Certificate	Original

District Munsif Cum Judicial Magistrate,
Uthiramerur.