

**IN THE COURT OF THE PRINCIPAL DISTRICT MUNSIF, JAYANKONDAM.
ARIYALUR DISTRICT**

Present: Tmt.S.Dhanalakshmi, B.A., M.L.,
Principal District Munsif,
Jayankondam.

On Tuesday, the 04th day of August 2026
Original Suit No.301/2018
(CNR.No.TNAL05-000404-2018)

kannagi

... Plaintiff

//Versus//

1. Mohan

2. Anbalagan

... Defendants

This suit came upon for final hearing before me on 24.07.2026 in the presence of Thiru.E.Sivaraman Advocate for Plaintiff and the Thiru.NT.Aanandan advocate for defendants and after verifying the witnesses and documents and upon hearing both side arguments and perusing the plaint and written statement and having stood over the consideration of this court till this date and this court this day delivered the following:-

//JUDGMENT//

1. The suit is filed for the Permanent Injunction.

2. The brief averments of the plaint is as follows:-

The suit property originally belonged to Shanthi, wife of Socrates, as her ancestral property inherited through her paternal lineage. Shanthi executed a Settlement deed in respect of the suit property in favour of her husband Socrates on 03.02.2012, and the said document was registered in the office of the Sub-Registrar, Jayankondam, as Document No.165/2012, pursuant to the said settlement deed, Socrates took possession of the suit property, paid all requisite taxes, and enjoyed the same. Consequently, the suit property became the absolute and exclusive property of Socrates.

The plaintiff is the sister of the said Socrates. The plaintiff is a person of limited means and has no substantial source of income. The plaintiff and her

husband are earning their livelihood solely through daily wage labour. Taking into consideration the plaintiff's financial condition and intending to assist her, Socrates decided to settle the suit property in favour of the plaintiff. Accordingly, while he was in possession and enjoyment of the suit property, Socrates executed a settlement deed in favour of the plaintiff on 17.05.2018, thereby conveying the suit property to her.

The suit property is comprised in Survey No.93/2C2, measuring 0.03.20 Ares. The defendants have no manner of right, title, or interest over the property situated in Survey No.93/2C1 adjoining the suit property. However, by mistake, the name of the 1st defendant alone has been entered in the patta relating to Survey No.93/2C1.

The 1st defendant, with the support of the 2nd defendant, attempted to encroach upon the suit property belonging to the plaintiff during the last week of August 2018. The plaintiff, with great difficulty, prevented such encroachment. Thereafter, the plaintiff lodged a complaint before the Jayankondam Police Station. However, the defendants did not comply with or heed the directions of the police authorities. Consequently, the police advised the plaintiff to seek appropriate relief before the competent civil court.

The defendants have absolutely no right, title, possession, enjoyment, or interest whatsoever in the suit property. The defendants are persons who do not respect the rule of law and are capable of taking unlawful actions. Therefore, in order to restrain the defendants from interfering with or encroaching upon the suit property, the present suit has been instituted seeking the relief of permanent injunction against the defendants in respect of the suit property.

3.The brief averment of the written statement filed by the 1st Defendant and same adopted by 2nd Defendant is as follows:-

The suit is false, frivolous, vexatious and unsustainable either in law or on facts. In the present suit, the family of Kumarasamy, the father of Shanthi, wife of

the plaintiff's brother Socrates, the defendants family, and the families of Veerasamy, Natarajan, Ramachandran, and Balasubramanian are all members of the same co-sharer lineage (Pangalis). All the said co-sharers were jointly entitled to an extent of 0.61 cents comprised in Survey No.93/2 and the adjoining Survey No.93/3 situated immediately to its south.

Out of the total extent of 0.61 cents comprised in Survey Nos.93/2 and 93/3, and extent of 0.05 cents was jointly sold by all the Co-sharers in favour of Rajagopal on 20.01.1997 for meeting the expenses of a common litigation in O.S.No.200/1995 pending before the civil Court. The said sale deed was executed by Gunasekaran, brother of the 1st defendant, and Veerasamy, while the other co-sharers signed the document as attesting witnesses. The property so conveyed has subsequently been assigned Sub-Division Survey No.93/2A.

Thereafter, the remaining extent of 0.56 cents in the said survey numbers was orally partitioned among all the Co-Sharers during the year 2001. Under the said oral partition, an extent of 0.08 cents each in Survey No.93/2 was allotted to the families of Ramachandran, Balasubramanian, Veerasamy, and Natarajan. Since the 1st defendant's brother was allotted a portion with lesser frontage, and extent of 0.09 cents was allotted to him. Out of the said 0.09 cents, 0.06 cents was allotted in Survey No.93/2 and 0.03 cents in Survey No.93/3. An extent of 0.07 cents was allotted to the defendant and 0.08 cents was allotted to the family of Kumarasamy in Survey No. 93/3. The extent of 0.06 cents allotted to the 1st defendant's brother in Survey No. 93/2 is situated on the southern side thereof.

At the time of the oral partition in the year 2001, no portion in survey No.93/2 was allotted to the family of Kumarasamy. The extent of 0.08 cents allotted to Kumarasamy's family was exclusively situated in Survey No.93/3, and they had neither any allotment nor possession and enjoyment in Survey No.93/2.

Subsequently, the extent of 0.08 cents allotted to Ramachandran in Survey No.93/2, together with 1½ cents out of the 0.05 cents previously sold to Rajagopal,

was sold to Thirunavukkarasu. The said property was assigned Survey No.93/2B, wherein Thirunavukkarasu has constructed a residential house and has been residing therein.

Further, in the Gift Settlement Deed dated 27.04.2005 executed by Muthukumaran, Son of Veerasamy, in favour of his wife Malarkodi, concerning the extent of 0.08 cents allotted to Veerasamy in Survey No.93/2, the western boundary has been described as the property of Subramanian's lineage (son of Natarajan). This clearly evidences that a separate share had been allotted to Natarajan's family.

While matters stood thus, the extent of 0.08 cents allotted to Natarajan's family in survey No.93/2 was purchased by Mohan, the defendant herein, from Anbalagan, son of Natarajan, under a sale deed dated 22.12.2009, and ever since then he has been in possession and enjoyment of the same.

At the time when the second defendant purchased the said extent of 0.08 cents on 22.12.2009, and also in respect of survey No.93/2A purchased by Rajagopal from all the co-sharers, the name of Ganesan, son of Govindasamy, had been erroneously included in the revenue records (patta). The identity of the said Ganesan is unknown and no such person is known to exist. The said Ganesan has absolutely no right, title, or interest whatsoever in the suit property. Even in respect of Survey No.93/2A, which Rajagopal has purchased and enjoyed continuously, the name of Ganesan had been wrongly entered in the patta.

Taking advantage of the erroneous inclusion of the name Ganesan in the revenue records, Socrates, the plaintiff's brother, and his wife allegedly created a fictitious person in the name of Ganesan and fabricated several forged documents. By using such fabricated documents, they caused a sale deed to be registered in favour of Shanthi, the wife of the plaintiff's brother, in respect of 0.01 cents purportedly purchased from the said fictitious Ganesan. By relying upon the said sale deed, Shanthi got her name entered in the patta. Thereafter, by taking advantage of the said allegedly forged patta, Shanthi executed a Gift settlement

Deed in favour of her husband Socrates in respect of 0.08 cents, obtained patta in his name and falsely projected as though the said property belonged to him.

Based on the aforesaid documents, Socrates instituted a suit before the Civil Court against the 1st defendant, his brother Gunasekaran, and certain other persons claiming title over the said 0.08 cents. The said suit was numbered as O.S.No.88/2012 and was subsequently dismissed. The defendants contend that the alleged purchase of 0.01 Cents in Survey No.93/2 by Shanthi from the fictitious Ganesan was itself fraudulent and invalid.

The defendants further contend that, while the plaintiff asserts that the 1st defendant has no right over the suit survey number, the sale deed executed in favour of Shanthi for the said 0.01 cents and the Gift settlement Deed dated 03.02.2012 executed by Shanthi in favour of Socrates in respect of 0.08 cents both describe, in the schedule of boundaries, the properties of the 1st defendant and his brother Gunasekaran on the northern and southern sides. According to the defendants, such recitals amount to an admission by Shanthi herself that the 1st defendant possesses rights and interests in the property situated in Survey No. 93/2.

At the same time, Shanthi, the wife of the plaintiff's brother, instituted a suit in O.S.No.298/2017 in respect of the property in question. In the said suit, Shanthi specifically pleaded that, out of the total extent of 0.43 cents comprised in Survey No.93/2, the family of Kumarasamy had been entitled only to an extent of 5½ cents from the time of his father Thangavel.

She further averred that the remaining extent of the property did not belong to Kumarasamy's family but was vested in other Co-sharers, namely Venkatachalam, Veerasamy, Natarajan and Ramachandran and Balasubramanian, who are the legal heirs of Chinnathambi, Son of Thiruvengadam. Thus in the said suit, Shanthi herself acknowledged that, except for the extent of 5½ cents claimed by Kumarasamy's family, the remaining portions in survey No.93/2 belonged to the aforesaid co-sharers and their respective branches.

Both O.S.No.88/2012 and O.S.No.298/2017 pertain to the very same suit property. In O.S.No.88/2012, the plaintiff is Socrates, who is the brother of the present plaintiff, whereas in O.S.No.298/2017, the plaintiff is Shanthi, the wife of the said Socrates. Thus, the plaintiffs in the aforesaid two suits are husband and wife.

In O.S.No.88/2012, Socrates has pleaded that the entire extent of 0.42 cents comprised in the suit survey number exclusively belongs to the family of his father-in-law, Kumarasamy, and that no other person has any right, title, or interest therein. However, in O.S.NO.298/2017 filed by his wife Shanthi, it has been specifically pleaded that, out of the total extent of 0.43 cents in the suit survey number, only 5½ cents belong to Kumarasamy's family and that the remaining extent belongs to other co-sharers. Thus, contradictory and mutually inconsistent claims have been made by the husband and wife in respect of the same property.

While the earlier suits were pending, the said Socrates, suppressing the existence and particulars of the previous litigations, allegedly executed a Gift Settlement Deed dated 17.05.2018 in favour of the present plaintiff, who is his sister, in respect of a property over which he had no valid right or title. On the strength of the said invalid settlement deed, the present suit has been instituted by setting up the plaintiff as a front. Such action is not legally sustainable or maintainable.

Therefore, the plaintiff has acquired no valid right, title, or interest under the said settlement deed. Consequently, the reliefs sought for in the suit are not legally enforceable and the plaintiff is not entitled to any of the reliefs claimed in the plaint.

The 2nd defendant is neither a necessary nor a proper party to the present proceedings. As he has been unnecessarily impleaded and compelled to contest the litigation, thereby causing him hardship and expense, the plaintiff is liable to compensate the 2nd defendant for the loss and inconvenience suffered by him.

All the documents relied upon by the plaintiff have emanated from and are founded upon documents allegedly created through fraudulent means in favour of the plaintiff. As such, there is neither legal basis nor equitable justification for accepting or acting upon the said documents.

It is further prayed that the present suit and O.S.No.298/2017, both relating to survey No.93/2, to be tried jointly and to be disposed of by a common judgment. The defendants further submit that Socrates and his wife Shanthi, while being employed in central and state Government service respectively, have allegedly engaged in various fraudulent acts and devised a scheme to unlawfully appropriate the defendant's properties. In furtherance of such scheme, they have set up the present plaintiff and caused the present suit to be filed.

Therefore, the defendants humbly pray that this Hon'ble court may be pleased to dismiss the suit with costs payable to the defendants and grant such further or other reliefs as this Hon'ble court may deem fit and proper in the circumstances of the case.

4. Considering the averments in the plaint and in the written statement in the following issues are framed:-

1. Whether the plaintiff entitled to get the relief of permanent injunction as prayed for?
2. What other relief of plaintiff?

5. Plaintiff examined himself as PW1. Ex.A1 to Ex.A7 were marked on the side of the Plaintiff, and 1st defendant examined himself as DW1. Ex.B1 to Ex.B11 were marked on the side of the 1st Defendant.

6. On perusal of records the computer copy of patta No.2598 standing in the name of the plaintiff's brother, Socrates in respect of the suit property marked as Ex.A1. The original settlement Deed dated 17.05.2018 executed in favour of the plaintiff in respect of the suit property marked as Ex.A2. The computer copy of the patta No.2992 standing in the name of the plaintiff in respect of the suit property marked as Ex.A3. The copy of the A-Register standing in the name of the plaintiff in respect of the suit property marked as Ex.A4. The original Kist receipt standing

in the name of the plaintiff in respect of the suit property marked as Ex.A5. The copy of the FMB relating to the suit property marked as Ex.A6. The computer copy of patta No.2581 relating to Survey No.93/2C1 adjoining the suit property marked as Ex.A7.

And on the other hand, on perusing the defendants side case records of the Certified copy of the sale deed dated 22.12.2009 executed in favour of the 1st defendant in respect of the suit property marked as Ex.B1. The computer copy of the Joint Patta dated 25.08.2011 standing in the name of the 1st and 2nd defendants in respect of the suit property marked as Ex.B2. The court certified copy of the plaint in O.S.No.88/2012 filed by Socrates, the plaintiff's brother, in respect of the suit property marked as Ex.B3. The Court certified copy of the Judgment dated 12.07.2018 passed in Original suit No.88/2012 marked as Ex.B4. The court certified copy of the account statement relating to an account obtained by Socrates, the plaintiff's brother, in the name of one Ganesan from the society marked as Ex.B5. The court certified copy of the Final Report dated 18.09.2012 filed in the case registered against the plaintiff's brother marked as Ex.B6. The certified copy of the sale deed dated 30.01.2012 executed in favour of Shanthi, the wife of the plaintiff's brother, by one Ganesan marked as Ex.B7. The certified copy of the settlement deed dated 03.02.2012 executed by Shanthi in favour of her husband Socrates, herein the plaintiff's brother marked as Ex.B8. The court certified copy of the documents relating to the patta transfer proceedings initiated by the plaintiff's brother marked as Ex.B9. The court certified copy of the Patta No.1222 dated 09.06.2015 sanding in the name of Ganesan marked as Ex.B10. The computer copy of the New FMB relating to the suit property marked as Ex.B11.

7. Both side rival arguments heard. Both counsels submitted their written arguments as replica of plaint and written statements. Defendants counsel submitted his citations to support his arguments.

1. 2015 (8) MLJ 799.
2. 2025 (2) MNW (Civil) 42.
3. 2025 (1) MWN (civil) 96.
4. 2012 (2) CTC 543.
5. 2017 (6) CTC 187.
6. 2019 (2) MNW (Civil) 103.
7. (2015) 4 CTC 771.
8. 2015 (5) CTC 730.
9. (2024) SCCR 152.
10. 2019 (2) MNW (Civil) 172.

8. Points for determination:-

Issues No.1:-

1. The plaintiff claims that the suit property originally belonged to Shanthi, who is the wife of her brother Socrates, as her ancestral property inherited through her. Shanthi executed a Settlement deed in respect of the suit property in favour of her husband Socrates on 03.02.2012, and the said document was registered, Socrates took possession of the suit property. Thereafter Shanthi died. Taking the poor financial status of his sister the Socrates executed a registered settlement deed in respect of suit property in favour of the plaintiff on 17.05.2018. The suit property is comprised in Survey No.93/2C2, measuring 0.03.20 Ares. Thus from the date of settlement plaintiff is in possession over the suit property and thus she derives absolute rights.

2. It is noted that O.S.88/2012 was filed by Socrates against the 2nd defendant and Anbalagan the suit is filed for Permanent injunction with respect of same suit property that ie.. the same survey No.93/2 new survey No.93/2C that suit was taken on file on 24.10.2018. the suit was dismissed on default on 12.07.2018, but the settlement deed in favour of plaintiff by Socrates was executed on 17.05.2018.

3. It was admitted by the plaintiff that during the pendency of suit her brother executed settlement deed in her favour PW1 in her deposition "அசல் வழக்கு எண்.88/2012 நிலுவையில் இருந்தபோதுதான் என் தம்பி கடந்த 17.05.2018 அன்று வா.சா.ஆ.2 ஆவணத்தை எனக்கு எழுதிகொடுத்தார் என்றால் சரிதான்"

4. The parent document for the settlement deed dated 17.05.2018 was not produced on the side of the plaintiff. The plaintiff wantonly suppressed the previous suit instituted by her brother for the same relief in same suit property. Ex.B4 reveals Socrates instituted a suit before the Civil Court against the 1st defendant, his brother Gunasekaran, for the relief of permanent injunction regarding sale suit property. The said suit was numbered as O.S.No.88/2012 and was subsequently dismissed for default on 12.07.2018. On 17.05.2018 while the suit was pending that is before two months of judgment Socrates executed in the settlement deed in favour of the plaintiff.

5. It was clear under **Section 52** Transfer of property act 1882 transferring immovable property pendency of suit becomes void governed by doctrine of *lis pendents*.

6. During the pendency of suit related to the title of property no new interest can be created or added on particular property which is subject matter of the suit. This court relies upon judgment “*Nagubai Ammal Vs V.B.Shama Rao 1956 AIR 593*” supreme court and “*Jayaraman Mudaliyar Vs Ayyasami 1973*” Supreme court 569.

7. Ex.B6 it is clear that FIR has been registered in FIR No.534/ 2012 upon Santhi, and Socrates for creating forgery document. The same was pending in Judicial Magistrate Court No.1. Jayankondam in CC.No.236/2023. In the same was admitted by the PW1 "இந்த வழக்கு பொறுத்து ஆள்மாறாட்டம் செய்து பத்திரம் ஏற்படுத்தியதற்காக என் தம்பி மீதும் என் தம்பி மனைவி மீதும் ஜெயங்கொண்டம் குற்றவியல் நீதித்துறை நடுவர் நீதிமன்றத்தில் எண்.1 ல் CC.236/2023 நிலுவையில் உள்ளது என்றால் சரிதான்." Hence, the genuineness of document is not decided.

8. The plaintiff stated that for the failure of repayment of amount borrowed by Socrates and his wife Santhi, Socrates executed the settlement deed in favour of her but in the settlement deed there was no such recitals. Here the court

presumes that two statements given by plaintiff. "எனது தம்பியின் மனைவி சாந்தி ஊனமுற்றவர். அதனால் அவரது குடும்பத்தை நான்தான் பார்த்து வந்தேன். அதனால் அவர்கள் எனக்கு 3,00,000/-ம் கொடுக்கவேண்டி இருந்தது. அதனால் அவரது தாவா சொத்தை எனக்கு எழுதிக்கொடுத்தார். என்னிடம் காண்பிக்கப்படும் வா.சா.ஆ.2 ஆவணம் எனது தம்பி கடனுக்காக எழுதி கொடுத்தது என்றால் சரிதான். எனது தம்பி, தம்பி மனைவியும் என்னிடம் வாங்கிய கடனை திருப்பி தரமுடியாத காரணத்தினால் இந்த வா.சா.ஆ.2 எழுதிக்கொடுத்தது என்றால் சரிதான். "

9. She also deposed that she has not see any encumbrance before getting the suit property nor measured the property.

"இந்த சொத்தை வாங்குவதற்கு முன்பு வில்லங்கம் பார்த்தேனா என்றால் இல்லை. சர்வேயர் வைத்து நிலத்தை அளந்து பார்த்து நிலம் வாங்கினேனா என்றால் இல்லை. தாவா சொத்திற்குரிய தாய் பத்திரம் என் தம்பி என்னிடம் கொடுக்கவில்லை. அவரே வைத்துக்கொண்டார். தாவா சொத்திற்கு பட்டா மாற்ற மனு அளித்தது யார் என்றால் தெரியாது."

10. Where there is dispute in the title itself injunction generally not maintainable. Without claiming declaration of title the suit is not maintainable. "*Anathuyl Sudhakar Vs. V.P.Buchi Reddy (2008)*" *Supreme court* it is held that when the defendant raises genuine cloud or dispute over the plaintiff's title a suit simpliciter for bare injunction is not maintainable. In "*Premji Ratansey Shah Vs. V.Union of India (1994) Supreme court*" it is held that Permanent injunction cannot be issued in favour of person who does not clear title.

11. It is settled law that a vendor cannot transfer a title to the vendee better the himself possesses, the principle arising from the maxim "*nemo dat quod non habet,*" i.e., "no one can confer a better title than what he himself has". In the present case, the plaintiffs vendor having been denied the right of title in the land by the commissioners order, could not have conveyed the same to her vendee.

Therefore the brother of plaintiff itself has no rights to execute settlement in favour of plaintiff when the title itself is in dispute.

12. In the instant case the admitted fact that the plaintiff brother instituted O.S.88/2012 against the present defendant and other and same has been dismissed for default now the plaintiff has claimed right over the suit property instituting the present suit for the same relief. Therefore the present suit is not legally maintainable.

13. When the defendants have specifically pleaded in the written statement that Ex.B8 and Ex.A2 are fraudulent and fabricated documents, the failure of the plaintiff to examine Socrates to prove the authenticity of those documents is fatal to the plaintiff's case.

14. From the available records and from oral and documentary evidences produced by the plaintiff's side this court observes that the plaintiff has not clearly established his case in accordance with the law as ***under Section 104 Bharatiya Sakshya Adhiniyam (BSA), 2023 "Burden of Proof"*** it is absolutely held that the Plaintiff has not clearly proved his case accordance with law and the defendants has rightly disproved the case of the Plaintiff. Therefore, all the issues are ended against the Plaintiff. Thus, the result the Plaintiff is not entitled to get the relief of Permanent Injunction.

9. Issue No.2:- The plaintiff is not entitled to any other relief.

In the result, this suit is dismissed, and thus plaintiff is not entitled for Permanent injunction as prayed for. No cost.

Dictated by me to the Steno-typist, transcribed and typed by her, corrected and pronounced by me in the open court, this the **04th** day of **August 2026**.

Principal District Munsif,
Jayankondam.

//APPENDIX//**PLAINTIFF SIDE EVIDENCE:-**

P.W.1- Kannaki (Plaintiff)

PLAINTIFF'S SIDE EXHIBITS:-

Sl. No.	Date	Particulars	Nature	Exhibits
1.	-	The patta No.2598 standing in the name of the plaintiff's brother, Socrates in respect of the suit property.	Computer copy	Ex.A1
2.	17.05.2018	The settlement Deed executed in favour of the plaintiff in respect of the suit property.	Original	Ex.A2
3.	-	The patta No.2992 standing in the name of the plaintiff in respect of the suit property.	Computer copy	Ex.A3
4.	-	The A-Register standing in the name of the plaintiff in respect of the suit property.	Copy	Ex.A4
5.	-	The Kist receipt standing in the name of the plaintiff in respect of the suit property.	Original	Ex.A5
6.	-	The FMB relating to the suit property.	Copy	Ex.A6
7.	-	The patta No.2581 relating to Survey No.93/2C1 adjoining the suit property.	Computer copy	Ex.A7

DEFENDANTS SIDE EVIDENCE:-DW.1 – Mohan (1st Defendant)**DEFENDANTS SIDE EXHIBITS:-**

Sl.No.	Dated	Particulars	Nature	Exhibits
1.	22.12.2009	The sale deed executed in favour of the 1 st defendant in respect of the suit property.	Certified copy	Ex.B1
2.	25.08.2011	The Joint Patta standing in the name of the 1 st and 2 nd defendants in respect of the suit property.	Computer copy	Ex.B2

3.	-	The plaint in O.S.No.88/2012 filed by Socrates, the plaintiff's brother, in respect of the suit property.	Court certified copy	Ex.B3
4.	12.07.2018	The Judgment passed in Original suit No.88/2012.	Court certified copy	Ex.B4
5.	-	The account statement relating to an account obtained by Socrates, the plaintiff's brother, in the name of one Ganesan from the society.	Court certified copy	Ex.B5
6.	18.09.2012	The Final Report filed in the case registered against the plaintiff's brother	Court certified copy	Ex.B6
7.	30.01.2012	The sale deed executed in favour of Shanthy, the wife of the plaintiff's brother, by one Ganesan.	Certified copy	Ex.B7
8.	03.02.2012	The settlement deed executed by Shanthy in favour of her husband Socrates, herein the plaintiff's brother.	Certified copy	Ex.B8
9.	-	The documents relating to the patta transfer proceedings initiated by the plaintiff's brother.	Court certified copy	Ex.B9
10.	09.06.2015	The Patta No.1222 sanding in the name of Ganesan.	Court certified copy	Ex.B10
11.	-	The New FMB relating to the suit property	Computer copy	Ex.B11

Principal District Munsif,
Jayankondam.