

IN THE COURT OF ADDITIONAL DISTRICT MUNSIF, CUDDALORE

Present: Selvi.B.Phebe, B.A.,LLB.,

Additional District Munsif, Cuddalore

Tuesday, the 30th day of June – 2026

O.S.No.320/2013

1. Jaya @ JayaselvamPlaintiff

-Vs-

1. Jayalakshmi

2. D.Sripaul*Defendants

*(*Amended as per Order in IA.402/2015, dt.20.01.2016)*

This suit came up for final hearing before this court on 10.06.2026 in the presence of learned Advocate Mr.K.Sivaraj for plaintiff, 1st defendant set exparte and learned Advocate Mr. R.Gururaj for the 2nd defendant, upon perusal of records and having stood over for consideration till this day, this court delivers the following:

JUDGMENT

Suit filed for Permanent Injunction restraining the defendants and their men or agent from disturbing the plaintiff's peaceful possession of the suit property and to restrain the defendants from alienation or encumber the suit property in any manner till the disposal of the suit and to *declare the Sale Deed dated 09.07.2013 in favour of the 2nd defendant executed by Pazhanisamy as null and void and for cost. *(*Amended as per Order in IA.402/2015, dt.20.01.2016)*

2. The case of the plaintiffs in brief is as follows:

The suit property originally belongs to one Thuvarahanath who executed an unregistered Sale agreement in favour of the plaintiff for a sale consideration of Rs.36,000/-. The plaintiff was put in possession of the suit property in pursuance of sale agreement. Plaintiff was always willing and ready to perform her part of contract. However, since the owner was in abroad and he died, the sale was not executed and eventually the 1st defendant, the wife of Thuvarahanath sold the suit property to 2nd defendant herein. Plaintiff has prescribed right to suit property by way of adverse possession. Hence the suit. (**Amended as per Order in IA.402/2015, dt.20.01.2016*)

3. The Gist of the Written statement filed by the Defendant:

It is true that the suit property originally belongs to Thuvarahanath but he died on 02.09.2003 and the 1st defendant is the only legal heir. The 1st defendant being the absolute owner of suit property appointed G.Palanisamy as Power agent to sell the suit property who in turn sold the property to 2nd defendant for the sale consideration of Rs.11,00,000/-. Since then, he is in possession and enjoyment of suit property. The 2nd defendant is a bonafide purchaser for value. There was no encumbrance for suit property. Hence 2nd defendant was not aware of the unregistered sale agreement. Plaintiff has concocted it, as no specific performance suit was filed within the period of limitation. The suit is barred under O.2 R.1 of CPC and Specific Relief Act.

4. **Records were perused and the following issues were framed:**

1. Whether the plaintiff is entitled for the relief of declaration as prayed for?
2. Whether the Sale agreement dated 16.02.1986 true and valid?
3. Whether the plaintiff is entitled to the relief of exclusive possession over the suit property?
4. Whether the plaintiff is entitled for the relief of Permanent Injunction as prayed for?
5. Whether the case of the plaintiff is barred by Order 2, Rule 1 CPC?
6. To what relief if any is the plaintiff entitled?

5. Witness PW1 is examined and Ex.A1 to Ex.A16 were marked on the plaintiff's side and three more additional witnesses were examined as PW2 to PW4. Witness DW1 is examined, and ExB1 to ExB13 were marked on defendant's side.

6. **Arguments:**

(i) The learned counsel for the plaintiff reiterated the plaintiff averments and argued that the sale agreement is valid as there is part performance by the plaintiff. Further to prove the possession the plaintiff has relied on EB bills from ExA4 to ExA12. Under S.16(c) of Specific Relief Act, one must always be willing and ready to perform their part of their contract. In the present case, the plaintiff was always willing to perform her part. The sale deed in favour of 2nd defendant is a forged and fabricated one as within one day of executing power of attorney deed, the sale deed was executed in favour of 2nd defendant. The plaintiff has made further payments subsequently which are endorsed in ExA2.

Since the date of sale agreement, the plaintiff has been in possession of suit property and hence has prescribed right through adverse possession.

(ii) The learned Counsel for the petitioner relied on the following judgments to substantiate his case.

- The Judgment of Hon'ble Supreme Court in the case of *Ravinder Kaur Grewal & Ors. v. Manjit Kaur & Ors.* reported in AIR 2019 SC 3827 was relied on, to enlighten the court with the settled principles of law in adverse possession.

(iii) The learned counsel for the defendant reiterated the averments in the written statement and argued that, After the death of Thuvaharnath, the first defendant is the only legal heir. She has every right to dispose of the suit property. ExA2 being the unregistered sale agreement lays down 3 months of time for execution of sale deed. Reading it along with Sec.54 of Limitation Act would result in to one answer that suit should have filed within 3 years from date of expiry of the above said 3 months. However, Specific Performance suit was not filed. Further the plaint and ExA2 states a different amount as being paid. ExA2 doesn't speak about possession. If at all the possession is handed over the sale agreement should have been registered as mandated under Sec.53(A) of Transfer of Property Act. Thuvaharnath died in the year 2003 but the suit was filed only in the year 2013. D2 has purchased the suit property for Rs.11,00,000/- on 09.07.2013. He is the bonafide purchaser for value who done his duty as mandated

under Sec.3 of Transfer of Property Act. Further plaintiff has not pleaded that he is in possession of suit property. The suit was filed on 02.12.2013, date on which the 2nd defendant has purchased the suit property but he was not impleaded in the suit. The prayer seeking not to disturb peaceful possession of plaintiff cannot be granted for the reason that the plaintiff is never in possession of the suit property.

(iv) The learned Counsel for the defendants relied on the following judgments to substantiate his case.

- The Judgment of Hon'ble Supreme Court in the case of *Marimuthu v. Savarimuthu & Ors* reported in **1999 (1) LW 586** was relied on for the proposition that suit seeking negative reliefs are not maintainable.
- The Judgment of Hon'ble Supreme Court in the case of *Brahma Nand Puri v. Nelci Puri since (D) rep. by Mathra Puri & Anr.* reported in **1965 AIR (SC) 1506** was relied on for the proposition that the plaintiff shall stand or fall on the case put forward by him. The title of defendant is irrelevant.
- The Judgment of Hon'ble Supreme Court in the case of *P.Thangavelu v. R.Dhanalakshmi Ammal & Ors* reported in **1982 95 LW 708** was relied on for the proposition that the plaintiff can succeed only on the strength of his case. He cannot pick holes in the defence.
- The Judgments of Hon'ble Supreme Court in the cases of *Jugraj Singh v. Jaswant Singh & Ors.* reported in **1971 AIR (SC) 761**, *Ram Saran and another v. Smt.Ganga Devi* reported in **1972 AIR (SC) 2685** and

R.V.Raveendran & P.Sathasivam Anathla Sdhakar v. P.Buchi Reddy (D) by Lrs. & Ors. reported in **2008 AIR (SC) 2033** were relied on for the proposition that suit for bare injunction not maintainable without prayer for declaration of title when there is cloud over title.

- The Judgments of Hon'ble Supreme Court in the case of ***The Municipal Corporation of Delhi v. Suresh Chandra Jaipuria & Anr*** reported in ***AIR 1976 SC 2621*** was relied on for the proposition that equitable relief of injunction cannot be granted when efficacious relief is not sought.
- In the case of ***Atma Ram v. Charanjit Singh*** reported in ***2020-2-LW 777***, a shortcut was found by the petitioner/plaintiff to retain the plaint as such, but to seek permission to pay deficit court fee, as though what was filed in the first instance was actually a suit for specific performance ***However, the Hon'ble Supreme Court held that*** such a dubious approach should not be allowed especially in a suit for specific performance, as the relief of specific performance is discretionary under Sec.20 of the Specific Relief Act, 1963.
- The Judgment of Hon'ble Supreme Court in the case of ***Variety Emporium v. V.R.M.Mohd Ibrahim Naina*** reported in ***98 LW 25(SC)*** was relied on for the proposition that a judge need not wear a shoe in order to know where it pinches. No authority is required for the proposition that court must take into consideration of the subsequent events.
- The Judgment of Hon'ble Supreme Court in the case of ***Dr.Mahesh Chand Sharma v. Smt.Raj Kumari Sharma & Ors*** reported in ***AIR 1996 SC 869***

was relied on for the proposition that, a person pleading adverse possession has no equities in his favour the burden is upon the defendant to plead and prove clearly when adverse possession commenced.

7. Heard both sides. Perused the records.

8. Analysis:

(a) Issue No.3:

- *Whether the plaintiff is entitled to the relief of exclusive possession over the suit property?*

(i) The plaintiff has filed the suit seeking the relief of Permanent Injunction and for declaring the sale deed of 2nd defendant as null and void, on the ground that she was in the possession of suit property for more than prescribed statutory period under ExA2, an unregistered sale agreement for consideration dated 16.02.1989 in favour of P.Jayaselvam executed by Thuvarahanath with regard to suit property. The case of the 2nd defendant is that he is a bonafide purchaser for value who has purchased the suit property after verifying encumbrance certificate and having found that there is no encumbrance in the suit property.

(ii) ExA3 and ExA4 are endorsements in ExA2 which shows that Rs.10,000/- and Rs.7,500/- was paid on 15.06.1986 and 07.11.1986 respectively. It is pertinent to note that the sale agreement prescribes the time limit of 3 months for execution of sale deed. The date of sale agreement is 16.02.1986.

(iii) To prove the plea of adverse possession one has to be in possession of

suit property for more than 12 years in a continuous, open and uninterrupted possession adverse to that of the true owner. Permissive possession for how so long can never turn into adverse possession unless there lies a subsisting rent agreement, lease agreement or license¹. However, in the present case the plaintiff admits that Thuvarahanathan is the owner of the suit property but has neither pleaded nor proved as to when the possession was handed over to her and when the possession became adverse to that of the true owner.

(iv) In the present case the plaintiff claims right through an unregistered sale agreement. PW4, is the witness to the document. However, he resiles from his statement in the proof affidavit and states that he doesn't know about the agreement but states he has signed it. The relevant excerpt is as follows;

“அக்ரிமெண்டு ஏற்பட்ட விவரமே எனக்கு தெரியாது....மேற்படி கிரைய ஒப்பந்தத்திலும் நான் சாட்சி போட்டுள்ளேன். ஆனால் கிரைய ஒப்பந்தத்தில் எனக்கு தகப்பனார் பெயரை சாரங்கபானி என்பதற்கு பதிலாக நடராஜன் என்று தவறாக போட்டுள்ளார்கள்.”

(v) The above evidence of PW4, does not help the plaintiff in proving the execution of the document as he has deposed that he does not know about the agreement. Further his father's name is also wrong. It is pertinent to note that PW4 has signed thrice in the document. But even on subsequent endorsements, it is not mentioned, that the father's name is wrong. Further the subsequent endorsements,

¹ *Maria Margadia Sequeria Fernandes & Ors v. Erasmo Jack De Sequeria (D) Tr.Lrs. & Ors* reported in AIR 2012 SC 1727

only has signature and no mention of details for identifying the witnesses.

(vi) Further ExA2 doesn't mention handing over of possession in pursuance of said unregistered sale agreement. ExA2 prescribes 3 months of time for payment of remaining amount and for execution of sale deed. Ex. A3 mentions that on 15.06.1986, sum of Rs.10,000/- was paid by the plaintiff. However, it is pertinent to note that this is after the expiry of period prescribed in unregistered sale agreement. Even after that, yet another payment of Rs.7,500/- was paid on 07.11.1986. Endorsements of subsequent payments in ExA3 and ExA4 doesn't mention the extension of time period for execution to sale deed. The plaintiff pleaded that she was always ready and willing to perform her part of contract but the ExA3 and ExA4 proves that is not true as the payment was made after the prescribed time period and that too with the balance of Rs.2,500/- to be paid by the plaintiff. Neither the endorsement not the sale agreement speaks of extension of time or handing over of possession. However, it mentions that on failure to perform her part of contract the amount of Rs.5,000/ would stand deducted and she would be liable to pay the entire sale amount. The relevant excerpt is as follows;

"அந்தபடி தாங்கள் மேல்கண்ட கெடுபடி கிரயபத்திரம் வாங்கி கிரயத்தை தாங்கள் முடித்துக் கொள்ள தவரும் பட்சத்தில் தாங்கள் என்னிடம் அட்வான்சாக கொடுத்த தொகையில் ரூபாய் 5,000/- (ஐயாயிரம்) ரூபாயை இழந்து பூரா கிரையத் தொகையையும் கொடுத்து கிரயத்தையும் தாங்களே முடித்துக் கொள்ளவேண்டியது."

(vii) Further the plaintiff has not pleaded as to why no Specific

performance suit was not filed till today. The sale agreement was of the year 1986. However, the suit for permanent injunction was instituted only in the year 2013. The plaintiff has further sought for the relief of not to alienate the suit property to another person. However, ExB2 is a sale deed in favour of 2nd defendant dated 09.07.2013 which shows that the prayer was infructuous even at the date of filing of this suit, as even before the presentation of plaint, the suit property was sold to 2nd defendant.

(viii) Apart from the above it is pertinent to note that the EB connection of suit property was changed in favour of plaintiff only in the year 2011 which is evident from ExA15 which is a letter from Junior Engineer to Jayapaneerselvam, in pursuance of application dated 19.12.2011 to transfer connection from Ponnammal to Jayapaneerselvam and it shows that EB was transferred in favour of plaintiff with effect from 20.12.2011. Further ExA16 is demand notice and tax receipts from 2016 to 2021 which are pending lis documents.

(ix) Even otherwise, **ExA6, Ex. A8 and Ex.A9** are the Electricity consumption charges card for the connection No.008-006-228 for the dates of 06.02.2013, 06.12.2012, 06.10.2012, 07.08.2012, 07.06.2012, 10.04.2012, 24.10.2012, 25.08.2012, 22.02.2013 and 20.12.2011 in the name of Jaya Paneerselvam. All the above documents does not prove possession beyond the statutory period. As for **ExA7** is concerned it is the Electricity receipt for the connection No.02-008-008-1094 dated 07.12.2011 in the name of P.Neppoleyan which does not relate to the present suit property.

(x) Even the tax receipts in **ExA11 and ExA13** pertains to 2007 – 2011 which again does not prove possession beyond statutory period. As for **ExA10, ExA12 and ExA14** are concerned, it is with regard to different address. In light of all the above discussions, this court is of the view that all these documents does not help the plaintiff to prove her possession for well over the statutory period adverse to that of the true owner. **Issue No.3 is answered as against the plaintiff.**

(b) Issue No.2:

Whether the Sale agreement dated 16.02.1986 true and valid?

(i) The plaintiff's plea is that ExB1 and ExB2 are forged and fraudulent deed. To substantiate the above claim, the plaintiff argued that ExB2 was executed only a day after the execution of power of attorney deed. However, this court finds no merit in said contention. On perusal of ExB1 General power of attorney deed dated 08.07.2013, this court finds that it has the non-traceable certificate annexed to it. It is a registered document in favour of G.Pazhanisamy executed by D.Jayalakshmi with regard to the suit property. Further this court is of the view that there is no suspicion in execution of said deeds for the reason that both are registered documents and ExB2 was executed for a valid consideration and the said deeds also includes non-traceable certificates.

(ii) The 2nd defendant has also filed the parent deed of suit property as Ex. B3 which is a Sale Deed dated 27.08.1980 in Doc.No.1619/1980 in favour of Ponnumani Ammal executed by T.Lakshmanan with regard to the suit property. Further, **ExA5** the Encumbrance Certificate in EC No.5312 dated 18.11.2013 for

the period of 01.01.1987 to 17.11.2013 proves that there is no encumbrance on the property. Even otherwise, Ex. A1 is the certified copy (dated 23.05.2013) of the Sale Deed dated 23.01.1989 in Doc.No.81/1984 in favour of Thuvarahanathan executed by Ponnumani ammal. Even the one in the hand of the plaintiff is not original to claim that Ex.B1 and B2 is not genuine. In light of above circumstances this court finds ExB1 and ExB2 to be genuine. **Issue No.2 is answered accordingly.**

(c) Issue No.5:

- *Whether the case of the plaintiff is barred by Order 2, Rule 1 CPC?*

(i) Sec.41(h) of Specific Relief Act mandates parties to file a suit with all the efficacious remedies available under law. However, in the present case no such relief was sought for and neither the said right is reserved under O.2 R.2 CPC.

(ii) The present case has been filed seeking bare injunction against alienation based on unregistered sale agreement and payment of advance amount. There is no doubt that unregistered sale agreement can be looked into for collateral purpose. It is a settled principle of law that there cannot be any injunction against true owners. Further it is evident from the unregistered sale agreement that the plaintiff was not given possession pursuant to Ex.A2.

(iii) S. 41 (h) of Specific Relief Act provides for condition under which the injunction cannot be granted. The relevant portion is as follows:

“when equally efficacious relief can certainly be obtained by any other usual

mode of proceeding except in case of breach of trust;”

(iv) The equally efficacious remedy as per S. 41(h) of S.R.A is a full-fledged suit for specific performance with perpetual injunction and court should not grant perpetual injunction when such equally efficacious remedy is available to a party².

(v) S. 41 (h) of the Specific Relief Act provides that the existence of an alternative relief will be a bar to injunction, if three conditions are satisfied:

- (a) the alternative remedy must be equally efficacious;
- (b) there must be a certainty of obtaining such remedy;
- (c) such remedy must be available by a usual mode of proceeding.

(vi) In the present case, all the above three conditions are present. It is well settled that where defendant had entered into an agreement with the plaintiff to sell land, injunction restraining the defendant from transferring land to any other person except plaintiff cannot be granted as he was entitled to equally efficacious relief by filing a suit for specific performance. Suit for injunction is not maintainable where breach of agreement to sell gives right to the plaintiff-transferee to file suit for the specific performance of the agreement³.

(vii) The only exception to the above is that where the plaintiff reserves his right to file a suit for specific performance and the time for such performance has

² *Mathurbai K.Koli v. Roopachand L.Koli, (2000) 1 Bom C.R. 133.*

³ *Sudesh Kumari v Ram Parkash 2015 (4) PLR 179 ; Abdul Wahid v Manish Hansraj Chandaria 2012 (3) MahLJ 937; Man Singh v. H.S. Kohli, 1997 AIHC 2582 (2586) (P&H); M. Vijayalakshmi v T. Shanmugam AIR 2011 Mad 88; Subash Chand Sharma v. Nanda, (1997) 2 All WC 645- para 5.*

not yet arrived⁴. However, in the present case no leave was sought for by the plaintiff reserving his rights for filing a specific performance suit and for splitting of claims.

(viii) In view of clear provision of S. 41(h) of Specific Relief Act, and O.2 R.1 of CPC this court is of the view that without reserving any right for splitting up the claims, this suit is barred. **Issue No. 5 is answered accordingly.**

(d) Issue No.1 and 4:

- *Whether the plaintiff is entitled for the relief of declaration as prayed for?*
- *Whether the plaintiff is entitled for the relief of Permanent Injunction as prayed for?*

(i) It is pertinent to note that in the present case, declaration of title based on adverse possession was not sought for. Only the relief of Permanent injunction is sought.

(ii) When there exists cloud over title one must always seek for declaration and consequentially for Permanent injunction. A mere bare injunction suit is not maintainable⁵. Further the PW1 in her evidence admitted that no efforts were taken from her side seeking execution of sale deed. The law favors the vigilant but not the one who slumbers upon his right. The relevant excerpt from the evidence of PW1 is as follows:

“ஒப்பந்தத்தின் அனுசரித்து எனக்கு கிரையம் பத்திரம்

⁴ *Kasthuri v. Baskaran*, (2004) 1 MLJ 175

⁵ *Ananthula Sudhakar v P. Bucchi Reddy*, AIR 2008 SC 2033

எழுதிகொடுக்கவேண்டும் என்றும் துவாராகநாத் பெயரிலோ அல்லது அவரது மனைவி பெயரிலோ வழக்கறிஞர் அறிவிப்பு அனுப்பினீர்களா என்றால் இல்லை.”

(iii) When questioned with regard to possession, the PW1 states that the suit property was used as car shed and she is residing in yet another house. She further states that there is fish company in suit property but no permission was sought for running fish company and no EB connection was there. The relevant excerpt is as follows;

“தாவா சொத்தில் எனக்கு குடும்ப அட்டை உள்ளதா என்றால் கார் ஷெட்டாகவும், பிள்ளைகள் போக வர, படுக்கவும் பயன்படுத்துகிறோம். தாவா சொத்துக்கு கிழக்கில் வீடு உள்ளது அதில் குடியிருக்கிறோம். தாவா சொத்தில் மீன் கம்பெனி வைத்துள்ளோம். மீன் கம்பெனி எனது வீட்டுகாரர் பெயரில் உள்ளது. மீன் கம்பெனி நடத்துவதற்கு அனுமதி பெற்றுள்ளீர்களா என்றால் வாங்கவில்லை. மீன் வியாபாரம் செய்கிறேன். மீன் வியாபாரம் செய்வதாக சொல்லி மின்சார இணைப்பு பெற்றுள்ளீர்களா என்றால் இல்லை.”

(iv) Again, when she was questioned with regard to the business running in the suit property she submits that before 20 years a fishing business was transferred near port. The relevant excerpt is as follows;

“மீன் கம்பெனியை 20 வருடங்களாக துறைமுகத்திற்கு அருகில் மாற்றியுள்ளோம். ”

(v) Again, contrarily she claims that she along with her family was residing in the suit property for more than 30 years. The relevant excerpt is as follows;

“நான் வழக்கு சொத்தில் என் குடும்பத்துடன் 30 ஆண்டுகளுக்கு மேலாக

குடியிருந்து வருகிறேன்.”

(vi) All the above evidences are contradicting to each other. Further PW2 in his evidence states that the suit property is a vacant land and only before 2 years the house was built therein. The relevant excerpt is as follows;

“1ம் பிரதிவாதி 2ம் பிரதிவாதிக்கு வழக்கு சொத்தை விற்றுவிட்டார் என்று வாக்கு மூலத்தில் சொல்லியுள்ளது சரிதான். அக்ரிமெண்டு போடுவதற்கு முன்பு வழக்கு சொத்து காலிமனையாகதான் இருந்தது. வழக்கு சொத்தில் கல் வீடு எப்பொழுது கட்டினார்கள் என்றால் 2 வருடத்திற்கு முன்பாக கட்டினார்கள். அதுவரை காலியாகதான் இருந்தது.”

(vii) The evidence of PW3 corroborates with evidence of PW1 in her statement that she is residing in the East of suit property. The relevant excerpt is as follows:

வாதி வழக்கு சொத்துக்கு எந்த பக்கம் குடியிருக்கிறார் என்றால் கிழக்கால் குடியிருக்கிறார். எத்தனை ஆண்டுகளாக வாதி குடியிருக்கிறார் என்றால் 35 வருடமாக உள்ளார்....வாதி குடியிருப்பது வழக்கு சொத்துக்கு எதிர்புறம் என்றால் வழக்கு சொத்துக்கும் கிழக்கால். வாதி வீட்டு வரி, தண்ணீர் வரி, மின்சார கட்டணம் வழக்கு சொத்துக்கு செல்லுத்துவதாக எனக்கு எப்படி தெரியும் என்றால் வாதி சொல்லி தெரியும்.

(viii) All the above oral evidence also shows that plaintiff is not in possession of suit property. It is Settled Principal of law that the plaintiff has to stand on his own legs and not on the weakness of the defendants case. In the present case, the burden of proof initially lies on the plaintiff to prove her case. However, this court

is of the view that, she has failed to discharge the burden of proof on her part, for all the above reasons. Even otherwise, Issue No.2 is answered in favour of 2nd defendant and the 2nd defendant seems to be a bonafide purchaser for value. Hence, the sale deed in his favour cannot be declared to be null and void.

(ix) The learned counsel for the plaintiff also relied on the Judgment of Hon'ble Supreme Court in the case of ***Shrimant Shamrao Suryavanshi & Anr. v. Pralhad Bhairoba Suryavanshi (D) by Lrs. & Ors.*** reported in AIR 2002 SC 960 for the proposition that a defendant transferee can defend or protect his possession over the suit property obtained in pursuance of a part performance on an agreement to sell under [Section 53A](#) of the Transfer of Property Act, even if a suit for specific performance of an agreement to sell has barred by limitation. But the said Judgment also lays down certain conditions which are as follows:

- 1) there must be a contract to transfer for consideration any immovable property;*
- 2) the contract must be in writing, signed by the transferor, or by someone on his behalf;*
- 3) the writing must be in such words from which the terms necessary to construe the transfer can be ascertained;*
- 4) the transferee must in part performance of the contract take possession of the property, or of any part thereof;*
- 5) the transferee must have done some act in furtherance of the contract; and*

6) the transferee must have performed or be willing to perform his part of the contract.

(x) In the present case, the sale agreement itself is an unregistered document, that being the case, it can only be looked into for collateral purpose or as a evidence to show that there was a contract. Apart from that it does not assign any right or transfer or purport or operate to create, declare, assign, limit or extinguish any interest to or in immovable property. Further in the present case the transferee has not done any act in furtherance of the contract and the transferee has not performed her part of the contract. In view of the above discussion, this court is of the view that the above Judgment is not applicable to the present case. **Issue No.1 and 4 is answered as against the plaintiffs.**

(e) **Issue No.6:**

- *To what relief if any is the plaintiff entitled?*

As for Issue No.6 is concerned, the plaintiff is not entitled to any other reliefs.

In fine, Suit dismissed with costs.

Dictated by me and directly typed in the computer by Steno typist and printed out by her and corrected and pronounced by me in open court, on this day, the 30th day of June – 2026.

Additional District Munsif,
Cuddalore.

List of Witnesses on Plaintiffs' side:

PW1	Thiru.Jaya @ Jayaselvam, S/o.Paneer Selvam
PW2	Thiru.Anbaiyan, S/o.John Salmon
PW3	Thiru.Lawrance Mohanraj, S/o.Magimai Doss.
PW4	Thiru.Sambathu Kumar, S/o.Sarangapani.

List of Documents on Plaintiffs' side:

ExA1	23.01.1989	Sale Deed	Copy
ExA2	16.02.1989	Sale agreement	Original
ExA3	-	endorsement in ExA2	Original
ExA4	-	endorsement in ExA2	Original
ExA5	18.11.2013	Nil Certificate of Encumbrance on property	Original
ExA6	-	Electricity consumption charges card	Original
ExA7	07.12.2011	Electricity receipt for the connection No.02-008-008-1094	Original
ExA8	22.02.2013	Electricity receipt for the service No.02-008-006-228	Original
ExA9	20.12.2011	Electricity receipt	Original
ExA10	-	Tax demand notice Assessment No.36320	Original
ExA11	12.12.2011	Tax receipt	Original
ExA12	12.12.2011	Tax receipt	Original

ExA13	12.12.2011	Tax receipt	Original
ExA14	09.11.2006	Tax receipt	Original
ExA15	19.12.2011	Letter from Junior engineer	Original
ExA16	-	Tax demand notices and Tax payment receipts	Original

List of Witnesses on Defendant's side:

DW1	Thiru.Sripaul, S/o.Dhanapal (D2)
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List of Documents on Defendants side:

ExB1	08.07.2013	General Power Deed	Copy
ExB2	09.07.2013	Sale Deed	Copy
ExB3	27.08.1980	Sale Deed	Original
ExB4	21.03.2014	Proceedings of Tahsildar, Cuddalore	Original
ExB5	-	Name changed for the Door No.28A	Original
ExB6	24.10.2013	Tax receipt	Original
ExB7	20.04.2017	Tax receipt	Original
ExB8	13.09.1983	Tax receipt	Original
ExB9	10.02.2014	Electricity bill	Original

ExB10	-	Tax receipt	Original
ExB11	28.03.1985	Tax receipt	Original
ExB12	04.12.2013	Tax receipt	Original
ExB13	27.02.2014	RTI, Complaint	Copy

Additional District Munsif,
Cuddalore.

ADM Court, Cuddalore.
Fair Judgment
