

**IN THE COURT OF PRINCIPAL DISTRICT MUNSIF , TITTAGUDI  
PRESENT: SELVI. N.SHALINI, B.Com.LL.B.(Hons.)**

ADDITIONAL DISTRICT MUNSIF, TITTAGUDI

PRINCIPAL DISTRICT MUNSIF, TITTAGUDI (F.A.C)

Tuesday, the 07<sup>th</sup> day of April 2026

**Original Suit No.93/2012**

**(C.N.R. No.TNCD240003402022)**

Santhosham

::Plaintiff

-Vs-

1.Sellamuthu

2.Maela

3.Vijaya

4.Suresh

5.Rajakumari

::Defendants

This suit is coming on 30-03-2026 for final hearing before me in the presence of Mr.M.Sivakumar, Counsel for the Plaintiff, Mr.Kan.Radhakrishnan, Counsel for Defendants, Defendants were set exparte. Upon hearing the arguments of the Plaintiff and upon perusal of all available material records and having stood over for consideration till this day, this court delivers the following;

**JUDGMENT**

1. The suit has been filed by the plaintiff under Order VII Rule 1 and Section 26 CPC for Declaration to declare that the plaintiff is the absolute owner of the suit property and consequently for permanent injunction restraining the Defendants, their men and agents from in any manner interfering into the plaintiff's peaceful possession and enjoyment of the new building in the suit property; for costs and for such other relief as this court may deem fit.

## **2. BRIEF AVERMENTS OF THE PLAINT:**

**2.1** The plaintiff states that the suit property originally belonged to Palanivel and was in his possession and enjoyment. On 19-06-2003, the Plaintiff purchased the suit property from the said Palanivel for a valid sale consideration through a proper sale deed. But the said deed was not registered due to plaintiff's illiteracy. However, immediately after the purchase, the Plaintiff took possession of the property, obtained Patta in his name, and has been paying the property tax and enjoying the property. Hence, the suit property belongs to the Plaintiff, and the Defendants have no legal right over it.

**2.2** As the Plaintiff frequently travels out of town for employment, the house in the suit property became dilapidated due to a lack of maintenance. Now, when the Plaintiff attempted to renovate the dilapidated house and as the house of the plaintiffs and the defendants are situated in the vicinity of the suit property, and since all the defendants joined together with the intention of encroaching upon the suit property and denied the plaintiff's right to use the suit property, and from 21.06.2012 onwards, they have been speaking to trespass into the property and are attempting to construct a new building. The defendants have no legal right to act in such a manner. Hence, the present suit for declaration and permanent injunction.

### **3. BRIEF AVERMENTS OF THE WRITTEN STATEMENT:**

**3.1** The suit filed by the plaintiff is false and frivolous and the same is liable to be dismissed with cost. The 3rd Defendant has denied the entire averments contained in the plaint.

**3.2** The plaintiff has falsely stated that the suit property belonged to Palanivel and was in his possession. The suit properties and certain other properties originally belonged to one Chinnan. The said Chinnan had two sons namely Muthukaruppan and Palanivel, and two daughters viz. Malar and Kolanchi. Both daughters were properly married with dowry and gifts and are living well with their respective husbands. Chinnan passed away in the year 1999. His son Muthukaruppan married the 3rd defendant and a male child named Vignesh was born to them. Muthukaruppan passed away in 2001, leaving behind the 3rd defendant and the Minor Vignesh.

**3.3** Since the family did not take care of the 3rd defendant and her minor son Vignesh, the 3rd defendant filed a partition suit on behalf of the minor in this court in O.S.No.218/2001. A preliminary decree was passed on 30.04.2010, and an application for a final decree is currently pending in I.A.No.88/11. Advocate Mr.R.Thiruvarasu was appointed as the Advocate Commissioner and when he visited the suit property on 17.06.2012, the surveyor claimed that he was not served with a summons and refused to measure the property. Consequently, the Commissioner and the petitioner's advocate returned. Knowing this, the plaintiff filed the suit through the same advocate, Mr.R.Thiruvarasu, without disclosing the preliminary decree

passed in O.S.No.218/2001, thereby misled this court and obtained an order of interim injunction in I.A.No.182/12.

**3.4** Furthermore, the said Palanivel has no right to sell the entire suit property to the plaintiff. A preliminary decree has already been passed in O.S.No.218/2001 granting preliminary decree of partition of 4/9th share of the suit property to the 3rd defendant's minor son viz. Vignesh. Subsequently, an application for a final decree was filed and pending in I.A.No.68/2011.

**3.5** In the said suit in O.S.No.218/2001, the said Palanivel appeared through an advocate, then was set exparte and thereafter conducted the case after restoration. Even then, it is stated that he purchased the property mentioned in O.S.No.218/2001 through an unregistered document in the year 2003. The execution of sale through an unregistered sale deed is invalid under the law. Therefore, the plaintiff cannot seek any relief based on the same. Hence, it is just and necessary to dismiss the case with costs.

#### **4. POINTS FOR DETERMINATION:**

The following issues were framed by this court on 18-08-2014:-

- I. Whether the plaintiff put up construction of a house and in possession of the suit property?
- II. Whether Palanivel who executed the sale deed dated 19.06.2003 had absolute ownership over the suit property?

III. Whether the sale deed dated 19.06.2003 is legally valid? On that basis, can the plaintiff claim rights over the suit property?

IV. Whether the plaintiff was unaware of the partition suit before the execution of the sale deed on 19.06.2003?

V. Whether the plaintiff is entitled to the reliefs of declaration and permanent injunction as prayed for?

VI. To what other reliefs are the parties entitled for?

**The issues already framed by this court on 18-08-2014 are re-arranged for the purpose of maintaining cogency:**

I. Whether Palanivel who executed the sale deed dated 19.06.2003 had absolute ownership over the suit property?

II. Whether the plaintiff was unaware of the partition suit before the execution of the sale deed on 19.06.2003?

III. Whether the sale deed dated 19.06.2003 is legally valid? On that basis, can the plaintiff claim rights over the suit property?

IV. Whether the plaintiff put up construction of a house and in possession of the suit property?

V. Whether the plaintiff is entitled to the reliefs of declaration and permanent injunction as prayed for?

VI. To what other reliefs are the parties entitled for?

In order to establish the case of the plaintiff both oral and documentary evidence has been adduced. The plaintiff has been examined as PW1 and through him Ex.A1 to A8 were marked. A third party witness Samidurai has been examined as PW-2 and no documents were marked through him. Heard the oral arguments of the learned counsel for Plaintiff.

### **DISCUSSION AND REASONING:**

#### **5. ISSUE-I: Whether Palanivel who executed the sale deed dated 19.06.2003 had absolute ownership over the suit property?**

5.1 It is an established principle of law laid down by the Hon'ble High Court Madras in *Chinnappa C Vs. Jayamma 2025 (1) MWN (Civil) 96*, that even an exparte judgment must satisfy the ingredients prescribed and the court cannot pass a judgment without application of its judicial mind. On application of the aforesaid principle, this court finds it necessary to delve into the merits of the present suit.

5.2 Ex-A1 is the unregistered Sale deed dated 19-06-2003 executed by Palanivel son of Chinnan in favour of Santhosham the plaintiff herein in respect of the suit property. On perusal of the said deed, the said Palanivel has stated that the schedule property therein is his ancestral property and that he has obtained patta in his name. Ex-A2 is the patta in the name Palanivel. Ex-A3 is the patta in the name of Santhosham.

5.3 Ex-A7 is the certified copy of the decree in O.S.No.218/2001 passed by the Additional District Munsif Court, Tittakudi on 11-08-2022. The 5th Defendant therein viz. Santhosham is the plaintiff herein. The 1st Defendant therein viz. Palanivel is the vendor of the plaintiff herein. It is seen that the suit has been dismissed in respect of Item-3 of the A-Schedule property therein which is the present suit property. Anyhow, the judgment passed in the said suit has not been exhibited by the plaintiff for the reasons best known to her. Though the judgment has not been produced, it is a judicial record of the court and the same can be considered by this court.

5.4 On perusal of the e-courts application, the judgment in O.S.No.218/2001 passed by the Additional District Munsif Court, Tittakudi on 11-08-2022 is available online. For the sake of lucidity, it is reiterated that the 5th Defendant therein is the plaintiff herein and the 1st Defendant therein is the vendor of the plaintiff herein. In the said judgment, it has been categorically held that the 1st Defendant therein did not establish his right of sale to the 5th Defendant. The relevant issue and the reasoning has been extracted hereunder for ready reference:-

**" எழுவினா 3 மற்றும் அதன் தீர்வும்**

*3. தாவா ஆ அட்டவணை 3 வது அயிட்ட சொத்தை பொறுத்து 5 ம் பிரதிவாதி தகமை நெறிமுறை அடிப்படையில் பெற அருகரா?*

*இவ்வெழுவினானவை பொருத்து பரிசீலிக்கையில் வழக்குரையில் தாவா ஆ 1 அட்டவணை 3 வது அயிட்ட சொத்தனாது கூட்டு குடும்ப சொத்து என்று முன்மொழியப்பட்டு திருத்தப்பட்ட வழக்குரையில் வழக்கு நிலுவையில்*

இருக்கும் பொழுது 19.6.2003 ல் 1ம் பிரதிவாதி பழனிவேலிடம் சந்தோஷம் என்பவர் தாவா சொத்தில் தாவா ஆ அட்டவணை 3 வது அயிட்ட சொத்தை பொறுத்து கிரையம் பெற்றிருப்பதால் தன்னையும் வழக்கில் பார்ட்டியாக சேர்த்து வழக்கைமேல் நடத்த வேண்டுமென இந்நீதிமன்றத்தில் மனுதாக்கல் செய்து. மனுவும் அனுமதிக்கப்பட்டு அதனால் மேற்கண்ட சந்தோஷத்தையும் வழக்கில் சேர்க்கப்பட்டுள்ளதாக உள்ளது.

13.1 இதனை பொருத்து 1ம் பிரதிவாதியான பழனிவேல் என்பவர் தனது முதல் விசாரணையில் தாவா ஆ அட்டவணையில் கண்டுள்ள 3 வது அயிட்டசொத்தானது வீட்டை 1ம் பிரதிவாதி சென்ற 19.6.03 ல் மங்களுரை சேர்ந்த ஆறுமுகம் மனைவி சந்தோஷம் என்பருவருக்கு கிரையம் செய்து கொடுத்து சொத்து சுவாதீனமும் கொடுத்துவிட்டேன் என்று கூறியுள்ளார். மேலும் வா.சா.1 முதல் 3 ஆனவர்கள் தங்கள் குறுக்கு விசாரணையில் மேற்படி 1ம் பிரதிவாதி சந்தோஷம் என்பவருக்கு கிரையம் செய்து அனுபவித்து வருவதை ஒப்புக்கொண்டுள்ளார்கள். மேலும் 5ஆம் எதிர்வாதி வாங்கிய ஆ அட்டவணைச் சொத்தில் 3 வது அயிட்டத்தினை பொருத்து ரூ.1000/- மதிப்பு என்று வாதுரையில் சொத்துவிபரத்தில் உள்ள நிலையில் 5ஆம் பிரதிவாதியானவர் ரூ.1000/- மதிப்புக்கான சொத்தினை பதிவு செய்யப்படாத கிரையம் பெற்றுள்ளதாக வாதிகள், பிரதிவாதிகள் சாட்சியத்தின்படி தெரியவருகிறது.

13.3 இந்நிலையில் எழுவினா 1ல் 11.4, 11.5, 11.6 ஆகிய பாராக்களில் கண்ட விவாதங்களின்படி சின்னான் என்பவர் வா.த.சா.ஆ.1 ஆவணத்தில் ஆ அட்டவணை 3 வது அயிட்ட சொத்தை கிரையம் பெற்றதாக இல்லாத நிலையில் மேற்படி வா.த.சா.ஆ.1 கிரையத்தின் மூலம் பெற்ற கூட்டுக்குடும்ப சொத்தினை 1 ஆம் எதிர்வாதியானவர் 5ஆம் எதிர்வாதிக்கு வாய்மொழி கிரையம் செய்ய உரிமையுள்ளதை நிரூபிக்காத நிலையில் இவ்வெழுவினாவை பொருத்து தீர்மானிக்கப்பட வேண்டிய அவசியமில்லை என்று இந்நீதிமன்றம் தீர்வு காண்கிறது."

5.5 In the above decision, it has been held that the 1st Defendant Palanivel did not establish his right to sell Item-3 of the suit schedule-A property therein to the 5th Defendant -Santhosham and thereby equitable relief was refused to the 5th Defendant -Santhosham. In such circumstances, the plaintiff herein -Santhosham ought to have challenged the decree passed in the said suit in O.S.No.218/2001 and could not maintain the present suit for declaration and permanent injunction.

5.6 Furthermore, it has already been conclusively determined in the earlier proceedings that Palanivel, the vendor of the plaintiff herein, failed to establish any lawful right or title to alienate the property. The issue concerning the right of Palanivel to transfer the property has already been directly and substantially in issue, and adjudicated upon by a court of competent jurisdiction in the prior proceedings. This finding, having attained finality, operates as a binding adjudication between the parties. The plaintiff, claiming through the same vendor, cannot be permitted to re-agitate the very same issue under the guise of a fresh suit. Hence, the present suit is clearly barred by the principle of Res Judicata.

5.7 The Plaintiff has cleverly suppressed the said judgment in O.S.No.218/2001 and only produced the decree passed in O.S.No.218/2001 with a view to mislead this court and obtain a favourable decree from this court. Hence, the plaintiff has not approached this court with clean hands. ***Accordingly, this issue is answered against the plaintiff.***

**6. ISSUE–II: Whether the plaintiff was unaware of the partition suit before the execution of the sale deed on 19.06.2003?**

**6.1** During the cross-examination of PW-1, she has categorically admitted that she was aware that the wife of Muthukaruppan had instituted a suit for partition subsequent to his death. This admission is significant, as it establishes that the plaintiff was not wholly ignorant of disputes pertaining to the suit property. Though the exact point of time at which such knowledge was acquired by her has not been clearly elicited.

**6.2** It is pertinent to point out that there is no oral or documentary evidence on record to show that the plaintiff was unaware of the partition suit before the execution of the sale deed on 19.06.2003. In the absence of such cogent evidence, a mere assertion of lack of knowledge cannot be accepted at face value.

**6.3** Further, in civil proceedings, a purchaser is expected to exercise due diligence prior to entering into a transaction as per the latin maxim “Caveat Emptor”. The plaintiff has not demonstrated that she undertook any such inquiry or verification to ascertain the status of the property or the existence of any pending litigation. This omission assumes importance, especially in light of her own admission regarding awareness of a dispute within the vendor’s family. In view of the above, this Court is constrained to draw an adverse inference against the plaintiff. ***Accordingly, this issue is answered against the plaintiff.***

**7. ISSUE-III: Whether the sale deed dated 19.06.2003 is legally valid? On that basis, can the plaintiff claim rights over the suit property?**

7.1 Ex-A1 is the unregistered Sale deed dated 19-06-2003 executed by Palanivel son of Chinnan in favour of Santhosham -the plaintiff herein in respect of the suit property.

7.2 A perusal of the plaint prayer reveals that the suit has been filed for the relief of declaration of title and permanent injunction. The plaintiff relies upon an unregistered sale deed dated 19-06-2003 for the purpose of establishing his title over the suit schedule property. When an unregistered sale deed is being relied upon for the purpose of establishing title, it cannot be considered even for collateral purposes.

7.3 In the case of *M.Ahamed Jesimabanu Vs. A.Mohamed Maideen 2026 (1) MWN (Civil) 203* [C.R.P.(PD)(MD).No.206/2024 dated 26-03-2025] the Hon'ble Madras High Court, Madurai Bench held that:

*“It is settled possession of law that only for collateral purpose which do not require registration, an unregistered document can be relied upon that too after payment of deficit stamp duty penalty.”*

7.4 The Hon'ble High Court Madras in *Muthu Vs. Sampath & Ors. 2024 (6) CTC 399* [C.R.P.No.3971 of 2017 dated 27-09-2024] observed that:

*“An unregistered document has to suffer the fate of non-registration. An exception is, if it is introduced to evidence a “collateral transaction”. A Collateral transaction is often wrongly termed as collateral purpose.... Possession of a property claimed through a document indicates transfer of a*

*right in immovable property. Thus, an unregistered document cannot be an evidence to prove possession, since the document which grants that right of possession has not been registered.”*

7.5 In *Thangamuthu & Ors. vs. A.Jeyaraj* reported in 2020 (1) CTC 47 has been categorically held that:

*“12. It is clear from the Judgments that have been cited on the side of the petitioners that a document, which is compulsorily registrable under the Registration Act, cannot be admitted in evidence, unless, it is registered. If a document is inherently bad for nonregistration, it cannot be cured by paying deficit stamp duty and penalty. It is even a settled position of law that such documents cannot be looked into even for collateral purposes.”*

7.6 It is well settled that impounding will not validate the registration. Impounding addresses deficiencies in stamp duty under the Stamp Act. Registration is a separate requirement under the Registration Act. Impounding allows an unstamped document to be admitted as evidence upon payment of duty / penalty, but it does not cure the lack of registration which is necessary to confer title. Impounding and paying stamp duty only cures the defect of stamp duty. It does not cure non-registration. A document that is not duly stamped or is unstamped is inadmissible in evidence for any purpose. Impounding is the process which the Court seizes the document and ensures the required stamp duty and penalty are paid. Once paid, the document becomes admissible in evidence. An impounded but unregistered sale deed cannot be used to prove title or ownership. Its utility is limited to being admitted as a

evidence for a collateral purpose, such as proving the nature of possession or the fact of a prior agreement, but not for proving the transactions of sale itself.

7.7 In the instant case, the plaintiff claims possession as owner of the suit property. When the ownership could not be had, when there is no registered deed and possession is also part of that transaction, it cannot be said that it is a collateral purpose. The mere payment of deficit stamp duty would not cure the defect of non-registration and therefore, the said unregistered sale deed cannot be relied upon even for collateral purposes. Accordingly, this issue is answered against the plaintiff.

**8. ISSUE-IV: Whether the plaintiff put up construction of a house and in possession of the suit property?**

8.1 There are no documents on record to show that the plaintiff put up construction of a house in the suit property. However, the plaintiff has produced documents to show that he is in possession of the suit property.

8.2 Ex-A4 is the property tax receipt dated 21-01-2012 in the name of Santhosham for the period from 2011 to 2012. Ex-A5 is the court certified copy of the property tax receipts in the name of Santhosham for the period from 2018 to 2022. Ex-A6 is the court certified copy of the electricity charges receipt dated 28-08-2019. The said documents have been marked in the suit in O.S.No.218/2004 on the file of Additional District Munsif, Tittakudi. Ex-A8 is the property tax receipt dated 22-06-2023 in the name of Santhosham for the period from 2023 to 2024. It is pertinent to note that the documents in Ex-A5, A6, A8 are for the period from 2018 to

2024, but the suit has been filed in the year 2012. Hence, those documents have been obtained after filing of the suit and thereby the same cannot be considered by this court.

**8.3** In light of the discussion of Issue-III, though the plaintiff has claimed that he is in possession of the suit property in the capacity of the owner of the suit property, he has failed to establish his ownership. Accordingly, this issue is answered in negative.

**9. ISSUE-V: Whether the plaintiff is entitled to the reliefs of declaration and permanent injunction as prayed for?**

**9.1** Since the Issues-I to IV are answered against the plaintiff, this issue is also answered in negative. Hence, the plaintiff is not entitled to the relief of declaration and permanent injunction as prayed for.

**10. ISSUE-VI: To what other reliefs are the parties entitled for?**

**10.1** Taking into account the facts and circumstances of the case, this court is not inclined to grant any relief to the plaintiff. Considering the nature of the suit, the plaintiff shall bear his own cost.

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

Directly typed by me in my laptop, formatted by Steno Typist, corrected and pronounced by me in the open court, on this the 07<sup>th</sup> day of April 2026.

Principal District Munsif, (F.A.C)  
Tittagudi.

**LIST OF WITNESSES EXAMINED ON THE SIDE OF THE PLAINTIFF:**

PW1: Santhosham

PW2 Samidurai

**LIST OF DOCUMENTS MARKED ON THE SIDE OF THE PLAINTIFF:**

<b>Ex.No</b>	<b>Date</b>	<b>Description of the Document</b>	<b>Nature</b>
Ex.A1	19.06.2003	Unregistered Sale Deed executed by Palanivel in favor of the Plaintiff	Original
Ex.A2	18.06.2003	Patta in the name of Palanivel issued under the Natham Nilavari Thittam	Original
Ex.A3	22.03.2006	Patta in the name of the Plaintiff issued under the Natham Nilavari Thittam	Original
Ex.A4	21.01.2012	Property Tax receipt in the name of the Plaintiff for the period from 2011 to 2012.	Original
Ex.A5	-	Property Tax receipts in the name of the Plaintiff for the period from 2017 to 2022.	Certified copy
Ex.A6	28.08.2019	Electricity receipt paid by the Plaintiff.	Certified copy
Ex.A7	11.08.2022	Decree in Original Suit No. 218/2001 on the file of Additional District Munsif Court, Thittakudi.	Certified copy
Ex.A8	-	Property Tax Receipt paid by the Plaintiff for the year 2023-2024.	Web Copy

**LIST OF WITNESSES EXAMINED AND DOCUMENTS MARKED ON THE SIDE OF THE DEFENDANT: NIL**

Principal District Munsif,(F.A.C)  
Tittagudi.

Fair Judgment  
O.S.No.93/2012  
Date: 07.04.2026