

**IN THE COURT OF PRINCIPAL DISTRICT JUDGE,  
CHENGALPATTU DISTRICT.**

Present : **Thiru.T.Chandrasekaran, M.L.,**  
Principal District Judge,  
Chengalpattu.

Wednesday, the 3rd day of June, 2026

**Original Suit No.262 of 2014**  
(O.S.No.146/2009 on the file of Principal District Court, Thiruvallur)

***CNR.No.TNCG01-001161-2014***

A.Dhanasamy

. . . Plaintiff.

/Vs/

1. J.Shamala
2. Perumal @ Srinivasan (**died**)
3. E.Rajarathinam (**died**)
4. E.Ragavan
5. Ramamurthy
6. Usha
7. Sundari
8. Ananda Kumar
9. Amarapathy
10. Aruldasan
11. The Sub-Registrar,  
O/o. SRO, Alandur, Chennai - 600061.
12. The Sub Registrar,

O/o. SRO, Kundrathur,  
Thiruvallur District.

13. The Collector,  
Thiruvallur District,  
Thiruvallur.

14. Saroja

15. Ravi

16. Gowri

17. R.Sakkubai

18. R.Vasantharaj

19. Hemamalini

20. Pooja

*(Plaint amended as per Order dated 24.8.2010  
in I.A.No.1634/2009).*

*(The defendants 14 to 16 who are the legal  
heirs of deceased 2nd defendant and the  
defendants 17 to 20 who are the legal heirs of  
deceased 3rd defendant are brought on record  
as per Order dated 24.8.2010 in  
I.A.No.1567/2009.)*

. . . Defendants.

This suit came up before me for final hearing on 25.10.2025 in the presence of Tvl.S.Ravichandran and R.Vijayakumar, Advocates for the plaintiff, Tvl.S.Premkumar, A.Duraibabu V.Ramalingam and P.Vasudevan, Advocates for the 1st defendant, Thiru.M.Mahesh Kumar, Government Pleader for the 11th to 13th defendants and the defendants 2 to 10, 14 to 20 were called absent and set exparte, upon hearing the arguments of both side counsels, perusing the written arguments of plaintiff and the entire records and having stood over the matter for consideration till this day, this court delivers the following,

### **JUDGMENT**

This suit is filed by the plaintiff under Order VII Rule 1 of CPC, for **(a)** declaration of sale deed dated 24.11.1993 vide document No.3500/1993 executed in favour of 1st defendant as null and void, **(b)** for declaration of sale deed dated 3.11.2008 vide document Nos.10308/2008, 10309/2008 and 10310/2008 executed in favour of 8th, 9th and 10th defendants as null and void, **(c)** for permanent injunction against the defendants 8 to 10, their men, agents or flats promoter or anybody claiming under them or through them from in anyway putting up any further construction in the suit property, **(d)** for mandatory injunction directing the defendants to demolish the construction made by them in the suit property and remove their materials, from the suit property at their cost, failing which the plaintiff may be permitted to demolish the said construction and

remove the materials, at the cost of the defendants 8 to 10, (e) for directing the defendants 8 to 10 to hand over the possession of suit property to the plaintiff and (f) for costs.

**2. The averments set out in the plaint filed by the plaintiff briefly read as follows :**

The suit property originally belonged to one Thayarammal by way of self-acquirement. One Elumalai Pillai is the only son and only legal heir of Thayarammal and hence he succeeded the suit property by way of intestate succession being only heir. He sold the suit property to the plaintiff by virtue of sale deed dated 12.8.1985 vide document No.2601. The plaintiff used to inspect the plot on and often. There was no encroachment on it and in the encumbrance, certificate issued by the competent authority on 6.9.1990, there was no illegal transfer of his plot or any encroachment by way of any building activities by any third party. While so, during one of his inspections on 25.12.2008 of his plot, the plaintiff noticed some men were working for erecting pillars in order to construct a building on his plot and when he enquired the workmen, he was asked to contact Mr.Brito of Gani Stores at Mangala Nagar, Porur, Chennai. When the plaintiff contacted Britto, he gave the addresses of defendants 8 to 10. When the plaintiff contacted the defendants 8 to 10 over phone, they rushed to the spot along with the said Britto and claimed that the property belongs to them and threatened the plaintiff with dire consequences. The

plaintiff when contacted the SRO, Alandur, he was informed that the papers relating to the suit property have been transferred to SRO, Kundrathur for administrative reasons. When the plaintiff approached Kundrathur SRO, there was a sale entry in 1993 for the said plot, it was transferred to one J.Shamala by the defendants 2 to 7 herein who are the sons and daughters of Late.Elumalai Pillai vide sale deed dated 24.11.1993 under document No.3500/1993, suppressing the sale made by Late.Elumalai Pillai in favour of the plaintiff. The said Elumalai Pillai died on 21.2.1989. This is a collusive transaction done behind the back of the plaintiff. If it is the genuine transaction, the purchaser ought to have verified with the SRO, Kundrathur and definitely she could have found the sale entry done by Late.Elumalai to the plaintiff.

2 (ii) The subsequent sale deed in 2008 speaks about the transfer made by way of sale deed executed by the 1st defendant through her power agents Vinod and Vincent Arogiaraj to 8th, 9th and 10th defendants vide sale deed dated 3.11.2008 under document Nos.10308/2008, 10309/2008 and 10310/2008. The vendor of plaintiff, Elumalai Pillai was the absolute owner of suit property since he inherited the same from his mother absolutely having the right to sell, alienate or encumber, irrespective of and exclusion of his sons and daughters as per Section 15(a) and 16 Rule 1 of Hindu Succession Act 1956 (30 of 1956). Hence, the sale made to the plaintiff is a valid sale. The construction activities done by the 8th to 10th

defendants attract both commission of offence of trespass, cheating as well as civil liability of not entitled to construct any more in another man's property by the order of a civil court and also all the four sale deeds are liable to be declared as null and void. After perusing all the documents and facts, the plaintiff rushed to SRM Police Station, Porur, complaining that the defendants 8 to 10 have made criminal trespass into his property. The concerned police summoned 8th to 10th defendants and warned not to proceed with the construction, the 8th to 10th defendants also orally assured the Police Inspector in the presence of plaintiff that they will stop construction, but they are still continuing with the construction. On 13.1.2009 the plaintiff issued telegrams to 8th to 10th defendants and Britto, the builder of the plot to stop construction. On 23.1.2009 the plaintiff issued legal notice to the 1st defendant and others to vacate and hand over the vacant possession. The 1st defendant acknowledged the said notice and replied on 9.2.2009.

2 (iii) The plaintiff filed the suit before the District Munsif Court, Poonamallee for declaration, injunction and recovery of possession and other reliefs on 23.3.2009 and paid fixed court fee under Section 25(d) of Tamil Nadu Court Fees and Suits Valuation Act, 1955, because the plaintiff is not a party to the said four sale deeds. The learned District Munsif, Poonamallee directed the plaintiff to pay Ad Valorem fees for recovery of possession on or before 3.8.2009. If the defendants 8 to 10 are allowed to

proceed with construction in the suit property, the plaintiff will be put to irreparable loss and hardship. The plaintiff already withdrawn the suit on 7.7.2009 filed before the District Munsif Court, Poonamallee on the same issue. The plaintiff has no other alternative remedy except to approach this court. *In view of the subsequent events of execution of cancellation deeds among defendants 8 to 10 on 13.7.2010, pending suit, the plaintiff hastened to seek the relief of recovery of possession of suit property from 1st defendant along with defendants 8 to 10 in the interest of justice.* (Amended as per Order in I.A.No.215/2018 dated 2.4.2018). Hence, the suit.

**3. The averments of written statement filed by the 1st defendant briefly read as follows:**

At the outset the suit is not maintainable in law and the filing of suit is a gross abuse of process of this court. There is absolutely no truth in any of the contentions raised by the plaintiff. The suit has been filed with ulterior motive and malafide intention to harass the defendants. It is devoid of any merits and therefore it is liable to be rejected.

3 (ii) The suit itself is barred by law. The plaint does not disclose a valid cause of action and it is liable to be rejected under the provisions of Order VII Rule 11 (a) and (d) of CPC. The claim of the plaintiff is hopelessly barred by limitation. The suit is also liable to be rejected as it is barred under Order 2 Rule 2 of CPC. In the interim application filed along

with the plaint, the plaintiff has sought for an injunction restraining the defendants 8 to 10 from putting up any further construction in the suit property, which was beyond the scope of the main relief prayed in the suit. Further unless and until the plaintiff establishes his claim in the suit, such relief cannot be granted. The main contention of the plaintiff is that the document executed in favour of the 1st defendant is forged one and that the defendants cannot rely on the same.

3(iii) It is a matter of record that the suit property was purchased by the 1st defendant on 24.11.1993. Before proceeding with the sale of the property, 1st defendant had obtained copies of the documents of title pertaining to the property, he obtained legal opinion and only thereupon proceeded towards purchase. It is an undisputed fact that the suit property was forming part of vast extant of land purchased in the name of the Thayarammal. Subsequent to her demise, it has devolved upon her son, the only legal heir P.Elumalai. After his demise, his estate has been succeeded by all his legal heirs viz sons 1) Perumal (2) Rajarathinam (3) Rajaram (4) Ramamoorthy and daughters (5) Usha and (6) Sundari. The entire extent of the property belonging to Thayarammal was developed by her legal heirs by forming a layout and making it into small plots. It is a matter of record that each of the plots was sold to various purchasers by all the legal heirs. Even during the lifetime of Elumalai, several plots were sold along with his sons and daughters. After his demise, the legal heirs of Elumalai alone sold

and conveyed the plots to third parties. It is also a matter of record that subsequent to the purchase of the plot, 1st defendant had put up a small tiled house and was in enjoyment of the same.

3 (iv) The 1st defendant had applied to the competent authority for regularization and approval of the plot, however the same was pending. The 1st defendant had also effected mutations in all the revenue records pertaining to the suit property in her favour. Till November 2008 the suit property was in the possession and enjoyment of 1st defendant. Thereafter through the Power Agent, the 1st defendant, had sold out the property under three registered sale deeds in favour of the defendants 8 to 10 and on conveying the property, she had put them in possession of the same and presently they are in possession and enjoyment of the same. Subsequent to the sale executed by 1st defendant, the 8th to 10th defendants have obtained building permission and started putting up construction in the property. It was under these circumstances that the plaintiff had made a claim through his legal notice for which the 1st defendant had issued a detailed reply and had put forth her contentions. Even after series of exchange of notices between the 1st defendant and the plaintiff, complaints before the police etc., 1st defendant has categorically made herself clear that the claim of the plaintiff is wholly illegal and unsustainable in law. In spite of the same the plaintiff has come forward with the present vexatious suit.

3 (v) The plaintiff has not filed any document along with the plaint to establish that subsequent to the alleged sale made in his favour by Elumalai Pillai, any records have been effected in his name. The plaintiff has also not pleaded or proved his possession in the suit property. On the allegations made in the plaint, there is absolutely no cause action that arose for filing the suit and the suit is hopelessly barred by law. It is also pertinent to state that 1st defendant had purchased the property as early as November 1993. The 1st defendant has even perfected her title by adverse possession also as early as 2005. The plaintiff having neither raised his little finger nor made any claim for the past 16 years is now claiming that the document executed in favour of 1st defendant is null and void. The claim of the plaintiff is wholly baseless. The plaintiff has not dealt with 1st defendant's contentions raised in her reply notice that the entire property was owned by Thayarammal and it was developed by forming layout and the same were sold to various third parties by Elumalai Pillai along with his legal heirs, the vendors of 1st defendant's property. It is only in the document under which the plaintiff claims title, Elumalai Pillai alone has executed the sale deed. The documents relied on by the plaintiff alone are forged and fabricated one. The plaintiff having been cheated by someone cannot raise an issue or dispute against the true and lawful owners of the suit property. The plaintiff before claiming declaration of the sale deed of

1st defendant as null and void has to establish that he has title to the suit property.

3 (vi) All the properties adjoining the suit property were belonged to 1st defendant's vendor's predecessor in title and the same had also been sold to various other parties by the same persons who had conveyed to 1st defendant. The plaintiff has alleged that Elumalai Pillai being the only son of Thayarammal alone is entitled for the property and that the other legal heirs are excluded under Sec 15(1) and Sec 16 of the Succession Act. It is a matter of record that Thayarammal was all along a housewife and she had no source of income to purchase the property. The husband of Thayarammal who is an agriculturist had source of income by which he had purchased the property in the name of his wife Thayarammal. The question of exclusion does not arise. Further it is a well settled law that under Sec 4(3) of the Benami Transactions (Prohibition) Act 1988, the prohibition under Sec 4(1) of the Act does not apply where the person in whose name the property is held, is a coparcener of a Hindu undivided family and it is held for the benefit of the coparceners or where the person in whose name property is held is a trustee or other person standing in a fiduciary capacity and the property is held for the benefit of another person for whom he is a trustee or towards whom he stands in such capacity. Thus, the property in the name of Thayarammal cannot be termed as her exclusive property, but only in the capacity of a benamidar. Thus, all the

legal heirs of Elumalai Pillai will have right, title, interest and claim in the said property and since it has been recognized by Elumalai Pillai himself, all the transactions of sale made by him in respect of the said property had been executed jointly by all his children.

3 (vii) The sale deed executed by the children of Elumalai Pillai after his demise, in favour of 1st defendant is absolutely and legally valid. The plaintiff having failed to establish his title to the suit property in his own pleadings is not entitled to seek the relief of declaration of the document of 1st defendant as void. In as much as the suit property has been validly purchased by 1st defendant, the sale deed executed by 1st defendant in favour of defendants 8 to 10 is also valid. Therefore, the contention that the defendants 8 to 10 have trespassed and committed an offence etc., are all wholly untenable, defamatory and misleading. The plaintiff having obtained a document from a person who has no absolute right, title or interest cannot make unwarranted allegations against the persons who had lawfully obtained the property. The claim of the plaintiff is far too imaginary. The document under which the plaintiff claims title is a fabricated one. A person without absolute right has executed it and therefore it will not bind upon the 1st defendant or any person claiming title through her. There is absolutely no truth in any of these allegations. In as much as the 1st defendant has replied to the plaintiff and made their case on the basis of which they claim, there is no necessity for any of the

defendants to threaten the plaintiff with dire consequences as alleged. The plaintiff having failed to make out a case on merits is attempting to cause prejudice by raising these false and misleading statements.

3 (viii) On the allegation made in paragraph 11 of the plaint that the plaintiff filed the suit for the same relief before the DMC Poonamallee which had no pecuniary jurisdiction, that subsequently he had withdrawn the suit on 7.7.2009 and has filed the present suit and prayed for the same relief before this Court etc., it is quite clear that the suit is not maintainable. Thus, on the averments made in the plaint, the suit is barred under Order 23 Rule 1 of CPC. The subsequent suit filed in this Court without obtaining the leave/permission from the court is liable to be dismissed under the said provision. Hence, prayed for dismissal of plaint.

**4. The averments of additional written statement filed by the 1st defendant briefly read as follows:**

The 1st defendant had originally filed a written statement in the present suit raising various legal objections and also on merits of the case. The plaintiff has filed the present suit on 6.7.2010 even prior to his withdrawal of earlier suit filed for the same relief for the same cause of action before the District Munsif Court, Poonamallee. Subsequently the plaintiff herein filed I.A.No.390 of 2010 for amendment of the plaint in respect of three paragraphs in the original plaint and also for impleading the legal representatives of the deceased defendants 2 & 3 and other reliefs.

This Court was pleased to allow the said applications and the plaintiff has now filed the amended plaint. The 1st defendant is filing this additional written statement dealing with the amended portion of the plaint. In so far as all other aspects the original written statement will remain the same.

4 (ii) The plaintiff is attempting to improve his case after the original written statement filed by the 1st defendant was taken on record. The claim of the plaintiff in the amended plaint is wholly an afterthought and raised with ulterior motive and malafide intention. The plaintiff has only amended the relief seeking for a declaration to declare his title to the suit property. It is very curious that the plaintiff has not pleaded in the plaint to his entitlement for the said relief. The plaintiff has amended para 13 of the plaint by adding the sentence that the plaintiff is seeking for the relief of declaration of his title in between the words "to grab it" and "the plaintiff" which is wholly unsustainable and baseless. By the amendment the plaintiff has also brought on records the legal representatives of the 2nd and 3rd defendants. Admittedly on the date of the institution of the suit against the defendants 2 and 3, they were dead persons. A suit filed against dead person is a nullity. By an amendment the plaintiff is not entitled to substitute the legal representatives of the deceased persons. The suit is therefore barred by law.

4 (iii) It is a settled law that the plaintiff can seek for setting aside of an abatement caused due to the death of the defendant, when the said

defendant dies during the pendency of the suit. Subsequent to the filing of the original written statement, the defendants 8 to 10 in view of the present litigation had approached 1st defendant and requested to return their money and cancel the sale deeds in respect of the property. In order to avoid any complications in the issues between the 1st defendant and the defendants 8 to 10, the 1st defendant by a registered cancellation deed dated 27.02.2010 registered as document No 534/2010 had cancelled the sale deeds executed in favour of defendants 8 to 10 and has become the absolute owner of the property. It is therefore submitted that the relief in so far as declaring the sale deeds executed by 1st defendant on 03.11.2008 as null and void would not survive.

4 (v) Even after the amendment of the plaint, the plaintiff has not made out any case for consideration of the reliefs prayed for in the suit. Hence, prayed for dismissal of suit with compensatory cost.

**5. Upon the pleadings in plaint and written statement, this court has framed the following issues :**

- 1) Whether the plaintiff is entitled to the relief of declaration of the sale deeds dated 24.11.1993 and 03.11.2008 in favour of the 12<sup>th</sup> defendant as null and void?
- 2) Whether the plaintiff is entitled to the relief of permanent injunction?

- 3) Whether the plaintiff is entitled to the relief of mandatory injunction?
- 4) Whether the suit is maintainable without the prayer for declaration of title?
- 5) Whether the suit has been valued properly for the purpose of court fees?
- 6) Whether the plaintiff is entitled to the relief of possession?
- 7) To what other relief the parties are entitled?

**6. On 06.12.2017, this court has framed the following additional issues:**

- 1) Whether the 1st defendant prescribed title by adverse possession?
- 2) Whether the suit is barred by Order II Rule 2 of CPC?
- 3) Whether the suit property was purchased as benami in the name of Thayarammal, by her husband?

7. On the side of the plaintiff, the plaintiff has examined himself as PW1 and Ex.A1 to Ex.A24 have been marked. The plaintiff has examined the Tahsildhar of Maduravoil as CW1 and no exhibit has been marked through the CW1. On the side of the defendants, one Tr.Anantha Padmanaban, power agent of 1st defendant J.Shamala has been examined as DW1 and Ex.B1 to Ex.B36 have been marked. On the side of the

defendants, one Tr.Mohan Padmanaban, a staff of the Bank has been examined as DW2 and no exhibit has been marked through him.

**8. The pith and substance of the written arguments filed by the learned counsel for the plaintiff read as follows:**

It is an admitted fact that originally the property to an extent of 1 acre 6 cents was purchased by one Thayarammal under a registered Sale Deed Ex.A1. The said property is a self-acquired property of Thayarammal and after her demise the property devolved upon her only son Elumalai Pillai. The said Elumalai Pillai, during his life time developed the said property as house sites and has sold the suit schedule property under a registered Sale Deed, Ex. A2 to the plaintiff. After the demise of the said Elumalai Pillai, the 1st defendant in collusion with the legal heirs of Elumalai Pillai fabricated a sale deed in her favour under ExA4. Subsequently the 1st defendant created a Sale Deed in favour of the defendants 8 to 10 under Ex.A5, Ex.A6 and Ex.A7. Subsequently the 1st defendant cancelled the Sale Deed created by her in favour of the defendants 8, 9 and 10 under a deed of cancellation i.e., Exs.A.14, A15 and A16.

8 (ii) The 1st defendant is not a competent person to say that the suit schedule property is a coparcenary property and also the 1st defendant has not produced any documentary evidence before this Court to prove that the said Thayarammal had no source of income to purchase the

property. The said Thayarammal was doing milk vending business and from the income derived from the said business, she had purchased the said property. Moreover, under Sec.14 of the Hindu Succession Act, the property of a female Hindu has to be considered as her absolute property, which reads as follows:

*"Any property possessed by a Female Hindu, whether acquired before or after the commencement of this Act, shall be held by her as full owner thereof and not as a limited owner. Explanation: In this sub-section, "property" includes both movable and immovable property acquired by a female Hindu by inheritance or devise, or at a partition, or in lieu of maintenance or arrears of maintenance, or by gift from any person, whether a relative or not, before, at or after her marriage, or by her own skill or exertion, or by purchase or by prescription, or in any other manner whatsoever, and also any such property held by her as stridhana immediately before the commencement of this Act."*

The said Elumalai Pillai, after the demise of his mother, being the sole legal heir dealt with the property as his own and he had also sold out some of the plots to third parties and also settled some of the plots to his sons and

daughters under Ex.A17 to Ex.A22. If the suit schedule property is a coparcenary property, the said Elumalai Pillai cannot and would not have executed settlement deeds in favour of his legal heirs who are the defendants 2 to 7 in the suit. In the above said deeds, it was clearly mentioned as follows: -

". . . . எனது தாயாருமாகிய தாயாரம்மாள் கடந்த 1.6.1942ம் நாள் எச்.சீத்தாராமபிள்ளை பாரியாள் நரசம்மாள் அவர்களிடத்தில் கிரயம் பெற்று இந்த கிரயப்பத்திரம் சைதாப்பேட்டை சப்ரிஜிஸ்தார் ஆபிசில் 1 புஸ்தகம் 351 வால்யூம் 299, 300 பக்கங்களில் 1942 ஆம் வருடத்திய 616 ஆம் பத்திர எண்ணாக பதிவு பெற்று அது முதல் எனது தாயார் தாயாரம்மாளுக்கு சொந்தம் ஏற்பட்டு அவரது பெயரில் சர்க்கார் வரி, தீர்வை முதலானதையும் செலுத்தி அவர்களது சுவாதீனத்திலும், அனுபோகத்திலும் கைப்பற்றியும் ஆண்டு அனுபவித்து கொண்டு வந்து ஷை தாயாரம்மாள் காலமாகிவிட்டார். எனது தாயார் ஷை தாயாரம்மாள் கால திசைக்கு பிறகு அவரது ஒரே மகனான (வாரிசான) எனக்கு சொந்தம் ஏற்பட்டு அது முதல் எனது பெயரில் அனைத்து ரெவென்யூ வரிகளையும், கிஸ்த்திகளையும் நான் செலுத்திக்கொண்டு வந்து அது முதல் எனது அனுபோகத்திலும் சுவாதீனத்திலும் கைப்பற்றிலும் இருந்து வருகின்ற . . . . ."

Therefore, the contentions of the defendants that the suit schedule property is a coparcenary property has no legs to stand and is liable to be rejected.

8 (iii) In reply to the contentions raised by the defendants that the suit is barred under order II Rule 2 CPC and under Order XXIII Rule 1 CPC for the reasons that the plaintiff has filed a suit before the District

Munsif Court, Poonamallee for the same relief, the plaintiff states that the suit filed by the plaintiff before the District Munsif Court, Poonamallee for want of pecuniary jurisdiction was rejected without numbering in the SR stage itself under Order 7 Rule 13 CPC which reads as "where rejection of plaint does not preclude presentation of fresh plaint" -

**Rule 13:**     *"The rejection of the plaint on any of the grounds  
hereinbefore mentioned shall not of the own force  
preclude the plaintiff from presenting a fresh  
plaint in respect of the same cause of action."*

Since the suit filed by the plaintiff before the District Munsif Court Poonamallee was rejected in SR stage for want of pecuniary jurisdiction, the contentions raised by the 1<sup>st</sup> defendant the suit is barred under Order 2 Rule 2 and Order 23 Rule 1 CPC does not hold water and liable to be rejected.

8 (iv) To the contentions raised by the defendants that the suit is barred by limitation and the 1<sup>st</sup> defendant perfected her title by adverse possession etc., the plaintiff states that the suit schedule property is a vacant land, the plaintiff came to know the overt act of the defendants 8 to 10 attempting to erect pillar in the suit schedule property only on 25.12.2008 and the plaintiff filed the suit in OS.No.146 of 2009 before Hon'ble District Court, Tiruvallur and the status quo was ordered. The alleged mutation of revenue records in favour of the 1 defendant does not confer any right on

the property. Further the revenue records do not create or extinguish the 1st defendant's title nor has any presumptive value on title as repeatedly held by our Hon'ble High Court of Madras and also in *SA.No.1505 of 2003* reported in *2010(27) CTCOL 483(Mad)*. Moreover, the Division bench of our Hon'ble High Court of Madras in *L.P.A.Nos. 103 & 104 of 1960 reported in 74 LW page 743* has held "Patta is not a document of title, mere absence of a patta in one's name cannot derogate from the title of that person. The sale deed executed by the 1st defendant in favour of defendants 8 to 10, in the schedule to the said sale deed, there was no mentioning about the alleged tiled house put up by the 1st defendant.

8 (v) The Ex.B4 is a forged document, originally the suit schedule property was situated within the jurisdiction of Ambattur Taluk, Tiruvallur District. In the year 2014, the Ambattur Taluk was bifurcated and separate Taluk Maduravoyal was created. The Ex.B4 dated 14.02.2001 would not have been issued by the Deputy Tahsildhar, Maduravoyal Taluk for the reason that the Maduravoyal Taluk was created only in the year 2014. The Tahsildar. Maduravoyal Taluk was summoned and was examined as CW1 and in his evidence, he categorically stated that the Ex.B4 was not issued by the Maduravoyal Taluk, since in the said Ex.B4 the proceedings number was not mentioned. If any certificate is issued by Taluk Office, the proceedings number should be mentioned in the said certificate. In view of the categorical evidence given by the CW1, the Ex.B4 is a forged document

and the 1<sup>a</sup> defendant gone to the extent of forging revenue records to usurp the valuable property of the plaintiff.

8 (vi) In respect of adverse possession, as repeatedly held by our Hon'ble High Court of Madras and the Apex Court, the defendant can set up an adverse possession against the true owner of the property that, mere possession howsoever long, it may not necessarily mean that it is adverse to the true owner and the classical requirement of acquisition of title by adverse possession is that such possession are in denial of the true owner's title. The plaintiff purchased the property in the year 1985. The suit schedule property is a vacant plot. The Hon'ble Division Bench reported in **47LW (MAS) P.204** has held as follows: -

*"Then as regards the second point namely, whether the plaintiff has been in possession within 12 years of the suit, the question is, what is the nature of the possession of which this particular property is capable? The kind of possession which will be sufficient in one may not be sufficient in another. In the case of vacant land such as the suit plot, the same kind of possession cannot be expected as in the case of an occupied land or building. Even apart from some slight acts of possession to which the plaintiff speaks, the principle of law that possession follows title would*

*apply to a case of this sort. The owner would be considered as being in possession so long as there was no effective intrusion."*

The other contentions raised by the 1st defendant that the prayer for delivery of possession as against the 1st defendant is barred by limitation etc. is unsustainable.

8 (vii) The plaintiff originally asked for a relief of delivery of possession of the suit schedule property against the defendants 8 to 10. Since the sale deeds executed by the 1st defendant were cancelled, as there was clause in the said Cancellation deed "**cloud cast over**", the plaintiff filed an application to include the prayer claiming delivery of possession as against the 1st defendant also. This application was allowed by this Court with a cost of Rs.10,000/- payable to the defendants, since the application for amendment was filed in the year 2018 and was allowed by this Court on 20.4.2018 with an observation in the said application that the respondents are at liberty to take the plea of limitation.

**The plaintiff relies upon the following citations in support of his case: -**

- 1) 2010(27 CTCOL 483 MAD;
- 2) 74. LW Page 742 at 743;
- 3) 47 LW Page 203;
- 4) Supreme Court Civil Appeal No.7768 of 2011
- 5) Supreme Court Civil Appeal No.83 of 2008

In reply to the contentions, the plaintiff states that the 1st defendant sold the suit schedule property through her power agent in favour of the defendants 8 to 10 on 03.11.2008 and cancelled the said sale deed on 13.07.2010 under Ex.B16 to Ex.B18. The limitation period for filing suit for possession of immovable property under **Article 65 of the Limitation Act is 12 years**. Therefore, the relief for delivery of possession as against the 1st defendant is well within the time. Since the 1<sup>st</sup> defendant did not appear before the Court to give oral evidence and subjected herself for cross examination, this Court should draw adverse inference against the 1st defendant.

Therefore, it is prayed that this Court may be pleased to decree the suit as prayed for and thus render Justice.

**9. The crux of the written arguments filed by the counsel for 1st defendant read as follows:**

In this case, the 1st defendant purchased the suit property on 24.11.1993 and the period of constructive notice is three years from the date of knowledge of execution of the said sale deed which is three years from the year 1993 to 1996. So, the suit filed after three years of date of constructive notice is barred by limitation, as held by our Hon'ble Apex Court in *Uma Devi and others vs. Anand Kumar and others dated 02.04.2025* which is re-produced as under:

*"Moreover, a registered sale deed constitutes constructive notice to the world unless it is a case of fraud, coercion, or minority and therefore there has to be a presumption in law that the plaintiffs had knowledge of the sale deed."*

Though the plaintiff's sale deed dated 12.08.1985 comes under constructive notice, since the declaration of title has already been lost, constructive notice regarding Ex.A2 fails, as held by our Hon'ble Apex Court in ***Civil Appeal No.14803/2024*** between ***Mallavva and another vs. Kalsammanavara Kamma (since dead) by legal heirs & others dated 20.12.2024.***

*"38. The dictum as laid in Rajpal Singh (supra) cannot be made applicable to the facts and circumstances of the case on hand. The reason is simple. Ordinarily when, a suit is filed for cancellation of sale deed and recovery of possession, the same would suggest that the title of the plaintiff has already been lost. By seeking to get the sale deed set aside on the grounds as may have been urged in the plaint, the plaintiff could be said to be trying to regain his title over the suit property and recover the possession. In such circumstances, the period of limitation would be three years and not twelve years."*

9 (ii) It is a known fact that before issuing patta to a property in the name of any person, the surveyor, V.A.O. and Thalayari / Village Assistant (jiyahup) will come to spot, measure it openly and thereafter, patta would

be issued by adopting the norms and procedures. Further, the above procedures were adopted while issuing the patta to the 1st defendant on 17.02.2004. While the facts are as such, the right to "sue" "first" accrued on 17.02.2004. In fact, even assuming without admitting the case of the plaintiff, i.e., *the plaintiff used to inspect the plot every last Sunday of every month*, is assuming to be true, the right to "sue" "first" accrued on 17.02.2004. Thus, even in this situation also, the suit is barred by limitation. Hence, it cannot be said by the plaintiff that he does not know about any possession supported by both oral and documentary evidence. The V.A.O. is the custodian of the documents namely chitta, adangal for the current fazli. So also, the adangal to the suit property would be issued in the name of the owner after sub-dividing the suit property, if necessary, to verify state on ground regarding existence of any house, any well, any hut or any irrigation etc.

9 (iii) In the first unnumbered suit plaint Ex.B1 in paragraph No.14 the plaintiff has stated that he used to inspect the plot every last Sunday of every month and there was no encroachment on it by any third party and also when he applied for encumbrance certificate on 06.09.1990, till then there was no illegal transfer of his plot by any third party. In the paragraph No.3 of the present suit plaint it is mentioned as *"the plaintiff used to inspect the plot on and often."* Even assuming, without admitting that the plaintiff has purchased the suit property, he has not mutated patta in his

name. Whereas the 1st defendant has mutated the patta in her favour. It is a natural conduct of a vendee that he / she would take steps to mutate patta for his/her purchased property as much early as possible. Section 76 of the Indian Evidence Act is reproduced hereunder:

**Sec.76 of the Indian Evidence Act, 1872**

Every public officer having the custody of a public document, which any person has a right to inspect, shall give that person on demand a copy of it on payment of the legal fees therefore, together with a certificate written at the foot of such copy that it is a true copy of such document or part thereof, as the case may be and such certificate shall be dated and subscribed by such officer with his name and his official title, and shall be sealed, whenever such officer is authorized by law to make use of a seal and such copies so certified shall be called certified copies.

**Explanation**

Any officer who, by the ordinary course of official duty, is authorized to deliver such copies, shall be deemed to have the custody of such documents within the meaning of this section.

**Order 2 Rule 2(3) of the Code of Civil Procedure**

Omission to sue for one of several reliefs. A person entitled to more than one relief in respect of the same cause of action may sue for all or any of such reliefs, but if he omits, except with the leave of the court, to sue for all such reliefs, he shall not afterwards sue for any relief so omitted.

9 (iv) The several returns of the plaint earlier filed by the plaintiff in OSSR No.1998/2009 on the file of District Munsif Court, Poonamallee and its re-presentations are suppressed by the plaintiff playing fraud on the court. In his cross examination on 19.12.2017. The recitals of deposition are as follows:

" . . . . பூந்தமல்லி உரிமையியல் நீதிமன்றத்தில் தாக்கல் செய்த வழக்கில் சொத்து உரிமை விளம்புகை, தடையுத்தரவு மற்றும் ஸ்வாதீன பரிகாரம் கோரினேன். அவ்வழக்கை தாக்கல் செய்த மறுநாளே, அதனை மாவட்ட நீதிமன்றத்தில் தாக்கல் செய்ய வேண்டி நான் திரும்ப பெற்றுவிட்டேன். நான் மாவட்ட உரிமையியல் நீதிமன்றத்தில் தாக்கல் செய்த வாதுரை அதே நீதிமன்றத்தில்தான் உள்ளது. அந்த விவரம் இந்த வழக்குரையில் குறிப்பிட்டு சொல்லவில்லை. அந்த வழக்குரையை வரவழைத்து பார்ப்பதில் எனக்கு ஆட்சேபணை இல்லை. பின்னிட்டு சாட்சி, அந்த வழக்குரையை நான் திரும்ப பெற்றுக்கொண்டதாக சொல்கிறார். அதனை இந்த நீதிமன்றத்தில் தாக்கல் செய்ய முடியுமா என்றால் முடியாது அது தவறிவிட்டது. அந்த விவரத்தை வழக்குரையில் சொல்லவில்லை."

" . . . . இந்த வழக்கிலும் ஆரம்பத்தில் உரிமை விளம்புகை கோரவில்லை, ஒரு வருடம் கழித்து திருத்தம் செய்தேன்."

" . . . . இந்த வழக்கு தாக்கல் செய்யும் முன்பு எனக்கும் 1-ம் பிரதிவாதிக்கும் இடையே நோட்டீஸ் பரிமாற்றங்கள் இருந்தது வா.சா.ஆ.10க்கான பதில்தான் வா.சா.ஆ.12. அந்த பதிலில் சொத்து அவருக்கு சொந்தம் என்று சொல்லியுள்ளார். இருந்தும், மாவட்ட உரிமையியல் நீதிமன்றத்தில் வழக்கு தாக்கல் செய்தபோது சொத்து உரிமை கோரவில்லை. அவ்வாறு கோரவேண்டியது அவசியம் என்றால் சரிதான்."

" . . . . இந்த வழக்கில் 8 முதல் 10 பிரதிவாதிகள் சொத்தை திரும்ப ஒப்படைக்கவேண்டும் என்றுதான் கேட்டுள்ளேன். 8 முதல் 10 பிரதிவாதிகளுக்கு ஆதரவாக ஏற்பட்ட கிரய பத்திரம் கேன்சல் செய்யப்பட்டது என்று தெரியும். அந்த விவரம் எனக்கு 2008-ல் தெரிய வந்தது. 8 முதல் 10 பிரதிவாதிகளுக்கு ஏற்பட்ட கிரயம் கேன்சலாகிவிட்டதால் அவர்களுக்கு எதிரான ஸ்வாதீன பரிகாரம் கோர இயலாது என்றால் சரிதான். நான் கிரயம் வாங்கும் முன்பே வில்லங்கம் போட்டு தெரிந்து கொண்டேன். அந்த வில்லங்க சான்று தாக்கல் செய்யவில்லை."

" . . . . கிரயம் பெற்ற நபர்கள் சாதாரணமாக பட்டாவை தன் பெயருக்கு மாற்ற முயற்சிப்பார்கள். நான் இதுவரை பட்டா மாற்ற முயற்சிக்கவில்லை."

As per the decision made in a judgment reported vide (2005) 7 SCC 605 between **Bhaurao Dagdu Paralkar vs. State of Maharashtra**, it is held that, "*Suppression of a material document would also amount to a fraud on the court. Although, negligence is not fraud, but it can be evidence on fraud.*" Even as per illustration (g) of Section 114 of the Indian Evidence Act, 1872, it can be easily presumed that, Section 114 - Court may presume existence of certain facts.

### **Illustrations**

(g) That evidence which could be and is not produced would, if produced, be unfavourable to the person who withholds it.

9 (v) The plaintiff who is a practicing advocate in Poonamallee courts, has originally filed this case before the Thiruvallur District Court. In

that case, the plaintiff has obtained an order of status quo in I.A.No.714/2009 in O.S.No.146/2009 which was protracted to several months by using his influence and finally the said IA was transferred to this court and re-numbered as I.A.No.487/2014 after transfer to this court on the transfer petition filed before the Hon'ble High Court of Judicature, Madras, in Tr.C.M.P.No.412/2012 on the file of this court. It is astonishing that as on 06.07.2009 the suit in OSSR No.1998/2009 and another suit (i.e., the present suit) are pending regarding the same subject matter including the suit property and same parties which is against law i.e., Order 2 Rule 2(3) of CPC and Order 23 Rule 1 of CPC. In the said case in OSSR No.1998/2009, after several returns and representations, finally a speaking order was passed on 02.07.2009 and the relevant portion of the speaking order is re-produced in Ex.B1 (marked through PW1 in his cross examination) as under:

*"Hence, in this case, the court fee paid by the plaintiff under Section 25(d) of the declaration as well as for recovery of possession would not be proper. The plaintiff is directed to pay court fee under section 30 of the TNCF & SV Act for relief of recovery of possession. Time for payment of court fee on or before 03.08.2009. Call on 04.08.2009."*

The plaintiff had filed a petition to advance the hearing date of OSSR from 03.08.2009 to an earlier date and the court was pleased to advance the same to 07.07.2009 on which date the court has passed an order that "As court

*fee has not been paid, this plaint is rejected. It is submitted by the plaintiff that they have instituted a fresh suit paying proper court fee before the Hon'ble District Court. It is recorded. Plaint rejected."* While so on 07.07.2009 the ex-counsel for plaintiff received the plaint documents along with batta etc. Per contra, the plaintiff when examined himself as PW1, during his cross examination on 19.12.2017 in the present suit, he has deposed as follows:

" . . . . பூந்தமல்லி உரிமையியல் நீதிமன்றத்தில் தாக்கல் செய்த வழக்கில் சொத்து உரிமை விளம்புகை, தடையுத்தரவு மற்றும் ஸ்வாதீன பரிகாரம் கோரினேன். அவ்வழக்கை தாக்கல் செய்த மறுநாளே, அதனை மாவட்ட நீதிமன்றத்தில் தாக்கல் செய்ய வேண்டி நான் திரும்ப பெற்றுவிட்டேன். நான் மாவட்ட உரிமையியல் நீதிமன்றத்தில் தாக்கல் செய்த வாதுரை அதே நீதிமன்றத்தில்தான் உள்ளது. அந்த விவரம் இந்த வழக்குரையில் குறிப்பிட்டு சொல்லவில்லை. அந்த வழக்குரையை வரவழைத்து பார்ப்பதில் எனக்கு ஆட்சேபணை இல்லை. பின்னிட்டு சாட்சி, அந்த வழக்குரையை நான் திரும்ப பெற்றுக்கொண்டதாக சொல்கிறார். அதனை இந்த நீதிமன்றத்தில் தாக்கல் செய்ய முடியுமா என்றால் முடியாது அது தவறிவிட்டது. அந்த விவரத்தை வழக்குரையில் சொல்லவில்லை."

9 (v) Originally in OSSR No.1998/2009, the plaintiff has prayed for several reliefs such as (i) declaration of sale deeds dated 24.11.1993 and 03.11.2008 as null and void, (ii) permanent injunction against the defendant from putting up any further construction in the suit property, (iii) mandatory injunction for demolition of construction made by the

defendants in the suit property and for removal of materials from the suit property, (iv) delivery of vacant possession of suit property to the plaintiff and (v) for costs. But during cross examination, the plaintiff has deposed that he has filed the suit for declaration of title, permanent injunction and for possession of suit property.

9 (vi) The sale deed Ex.B31 and Ex.B33, they were jointly executed by the plaintiff's vendor along with his legal heirs. But only in the sale deed executed to the plaintiff, the vendor Elumalai Pillai alone signed, from which it can be easily concluded that the sale deed in favour of plaintiff is a forged document. The evidence of PW2 Tr.Chandrasekar, who is the Tahsildhar of Maduravoyal Taluk, in his chief examination is reproduced hereunder:

"நான் மதுரவாயல் வட்டாட்சியாக இருக்கிறேன். 2014ம் ஆண்டுக்கு முன்பு போரூர் எந்த தாலுக்காவில் இருந்தது என்று தெரியாது. போரூர் அம்பத்தூர் தாலுக்காவில் இருந்தது என்று தெரியாது. மதுரவாயல் தாலுக்கா 2014-ல் உருவாக்கப்பட்டது என்றும் அதற்கு முன்பு போரூர் அம்பத்தூர் தாலுக்காவில் இருந்ததா என்று எனக்கு தெரியாது. பி.வா.சா.4 மதுரவாயல் தாலுக்காவில் வழங்கப்பட்டதா என்ற விவரம் எனக்கு தெரியாது."

The evidence of PW2 in his cross examination dated 08.09.2023 is as follows:

"பி.வா.சா.4 போலியான ஆவணமா என்று எனக்கு தெரியாது. பி.வா.சா.4 ஆவணத்தில்

கிராம நிர்வாக அலுவலரும் மற்றும் மண்டல துணை வட்டாட்சியரும்

கையொப்பம் இட்டுள்ளனர் என்றால் சரிதான்."

The evidence of PW2 is ambiguous. It is settled law that if a person's statement and evidence before the court of law is ambiguous, such witness cannot be relied on. The Ex.B4, certified issued by the V.A.O. and countersigned by the Zonal Deputy Tahsildhar is a genuine document. Moreover, to prove that the Ex.B4 is a genuine document and not a forged one, Ex.B36, certificate issued by the V.A.O and counter signed by the Head Quarters Deputy Tahsildhar, Gangavalli Taluk, Salem District, is filed.

9 (vii) The DW2 Tr.Mohan Padmanaban in his chief examination dated 28.03.2025 has deposed as follows:

"எங்கள் வங்கியில் வீட்டுக் கடன் மட்டும்தான் வழங்கி வருகிறோம்."

"நாங்கள் ஆவணங்கள் சட்டப்படியாக உள்ளதா என்பதை பார்த்து திருப்தியடைந்து கடன் வழங்குவோம். அனந்தகுமார், அமராபதி, அருள்தாஸ் ஆகியோர்கள் எங்கள் வங்கியில் கடன் வாங்குவதற்கு அக்டோபர் மாதம் 2008ல் அணுகினர்."

"அவர்களின் சொத்திற்குண்டான உரிமம் சரியாக இருந்த காரணத்தினால்தான் கடன் வழங்கினோம். இவர்கள் 2010லேயே கடனை திரும்ப செலுத்திவிட்டனர். இதனால் சொத்திற்குண்டான உரிமத்திற்குண்டான பத்திரத்தை திரும்ப கொடுத்துவிட்டோம். கடனை திரும்ப செலுத்தியதற்குண்டான சான்றிதழ் எங்கள் வங்கியில்

கொடுக்கப்பட்டது. இந்த ஆவணங்கள் பி.வா.சா.ஆ.22, 23, 24 ஆகியவை. நாங்கள் 10 ஆண்டுகள் ஆன உடன் தேவைப்படாத கடன் ஆவணங்களை அழித்துவிடுவோம்."

The DW2 Tr.Mohan Padmanaban in his cross examination dated 30.07.2025 has deposed as follows:

" . . . . 8 முதல் 10 பிரதிவாதிகள் கடன் பெற்றது எனக்கு நேரடியாக தெரியாது. ஆவணங்கள் மூலம் தெரியும். 2010ம் ஆண்டிலேயே மேற்படி கடன் பெற்றவர்கள் தொகையை செலுத்திவிட்டு வங்கியில் சமர்ப்பித்த ஆவணங்களை பெற்று சென்றுவிட்டார்கள். கடன் சம்பந்தப்பட்ட பதிவுகள் எங்கள் வங்கி பதிவேட்டில் இருக்கும். அந்தப் பதிவேடு 10 ஆண்டுகள் பாதுகாக்கப்படும்."

This shows that the defendants 8 to 10 are the absolute owners of the suit property. Therefore, the very bad conduct of the plaintiff can also be inferred by this court, why the plaintiff waited to file this suit till the death of his alleged vendor Tr.Elumalai, for which, no explanation in his plaint and evidence before this court. How a witness fared in cross examination also matters in deciding the reliability of his evidence before the court. The plaintiff has to sail or sink on his own and shall not rely on the weakness points of the defendant / s.

Therefore, the counsel for 1st defendant prays to dismiss the suit in O.S.No.262/2014 and thus render justice.

#### **10. Issue No.4:**

No doubt the suit has been originally filed by the plaintiff for the relief of declaration that the impugned sale deeds executed in favour of 1<sup>st</sup> defendant and in turn executed in favour of the defendants 8 to 10 as null and void, for grant of prohibitory and mandatory injunctions apart from seeking handing over the possession of the suit schedule property. However, subsequently I.A.No.390/2010 was filed seeking amendment of the plaint to incorporate the relief of Declaration of Title of the plaintiff and the same was allowed by the court vide order dated 24-08-2010. The order passed in I.A.No.390/2010 being final one and it has not been impugned by way of getting it set aside by higher forum, the same cannot be questioned at this stage of pronouncing judgment. In such circumstances, the present issue raised in this regard becomes defunct and redundant. As such it does not require any more discussion.

**11. Issue No.5 and Additional Issue No.2:**

As far as the issue framed in respect of court fee is concerned, this court is unable to find any infirmity in the suit, notwithstanding the fact that the P.W.1 has been cross examined on this aspect extensively, the court fee of Rs.2,33,912.50 paid is found to be correct, Sec.6 of Tamil Nadu Court Fees and Suit Valuation Act, 1955 cannot come in the way of assessing the court fee in the facts and attending circumstances of the case on hand and no check slip has been issued so for demanding payment of any deficit court fee. Even otherwise it is only the matter involving the

court and the plaintiff, there is no question of any prejudice or hardship to be caused to the defendants and on that score the suit cannot be negated by this court. The issue is decided accordingly.

12. Before going into the nuances of Additional Issue No.2, it is imperative to reproduce Or.II Rule 2 of C.P.C which reads as follows: -

(1) Every suit shall include the whole of the claim which the plaintiff is entitled to make in respect of the cause of action; but a plaintiff may relinquish any portion of his claim in order to bring the suit within the jurisdiction of any Court.

(2) Relinquishment of part of claim – Where a plaintiff omits to sue in respect of, or intentionally relinquishes, any portion of his claim, he shall not afterwards sue in respect of the portion so omitted or relinquished.

(3) Omission to sue for one of several reliefs – A person entitled to more than one relief in respect of the same cause of action may sue for all or any of such reliefs; but if he omits, except with the leave of the Court, to sue for all such reliefs, he shall not afterwards sue for any relief so omitted.

13. In the instant case, it is harped much in the written arguments filed on the side of the plaintiff that the suit filed by the plaintiff before the District Munsif Court, Poonamallee for want of pecuniary jurisdiction was rejected without numbering in the SR stage itself, Order 7 Rule 13 CPC is so clear that the rejection of plaint does not preclude presentation of a fresh plaint and as such the plea raised by the 1<sup>st</sup> defendant that the suit is barred

under Order II Rule 2 and Order 23 Rule 1 CPC does not hold water and liable to be rejected. This submission comes from the end of the plaintiff's side is found to be bonafide and fair enough, the previous suit having not been decided on merits, the plaintiff is not precluded from instituting the present suit for the whole claim of declarations and injunctions. There is no question of the District Munsif Court, Poonamallee to reject the plaint granting liberty to file a fresh suit, the previous plaint having been rejected at SR stage itself and not assigned with original suit number and as such the plaintiff is absolutely justified in instituting the present suit seeking the reliefs of same nature. As per the deposition of P.W.1 who is an advocate by profession, the plaint originally filed by him before the learned District Munsif Court is still lying in the same court and he has no objection for calling for the said plaint before this court for appreciation. The certified copy of the plaint is also marked as Ex.B1. Of course, it also contains so many corrections in relief portion by way of insertion and the court fee paid is Rs.302/- only.

14. The contention made in the written arguments filed by the 1<sup>st</sup> defendant that the plaintiff suppressed material facts regarding OSSR No.1998/2009 and thereby committed fraud upon Court is unsustainable. The certified copy of the plaint in the earlier proceedings has been marked as Ex.B1 and the circumstances relating to rejection of the plaint have been brought before this Court through evidence. Needless to say, the earlier

plaint was rejected at SR stage for deficit court fee and want of pecuniary jurisdiction without adjudication on merits. Therefore, as a matter of fact no vested right accrued to the defendants, no issue attained finality, no estoppel arose against the plaintiff and filing of fresh proceedings cannot be treated as suppression or fraud.

15. The decision cited in *Bhaurao Dagdu Paralkar vs State of Maharashtra* dealing with fraud upon Court is wholly distinguishable to the facts of the present case. No intentional concealment affecting adjudication has been established by the 1<sup>st</sup> defendant. As such the dispute raised in the written statement filed by the contesting 1<sup>st</sup> defendant stressing that the subsequent suit filed in this Court without obtaining the leave/permission from the District Munsif Court, Poonamallee court is liable to be dismissed cannot be countenanced in the eye of law. The issues are resolved accordingly.

**16. Additional Issue No.1.**

By the way the 1<sup>st</sup> defendant has taken a defense in the suit that it is hopelessly barred by limitation and although an issue has not been framed in this regard, this question being the pure question of law, there is no embargo for this court to resolve the issue in respect of Bar of Limitation even in the absence of issue framed to that effect. It is pertinent to note that both parties have not been put to any surprise for want of framing of issue in respect of bar of limitation and both have extensively

canvassed their points with authorities fortifying them in this regard. That apart the contesting 1<sup>st</sup> defendant has raised a distinct plea that she prescribed title by adverse possession.

17. Before going into the factual matrix of the case on hand in this context, it is imperative to see Article 65 of the Limitation Act as per which *12-years limitation period* is prescribed for filing a suit to recover possession of immovable property based on title. The period begins when the 1<sup>st</sup> defendant's possession becomes adverse to the plaintiff herein. After 12 years of uninterrupted, open, and peaceful adverse possession, the occupant may perfect their title. Here the 1<sup>st</sup> defendant contends that the suit is barred by limitation since the impugned sale deed in favour of the 1st defendant is of the year 1993. The suit property is admittedly a vacant site at the time of execution of Ex.B2. In law, possession follows title in respect of vacant land unless hostile and exclusive possession is clearly proved. The plaintiff specifically pleaded that he came to know about the hostile claim and construction only on 25.12.2008 and the suit was instituted in 2009 immediately thereafter. Whereas the contesting 1<sup>st</sup> defendant has failed to establish that the plaintiff had prior knowledge of Ex.A4 (Ex.B2) or hostile exclusion before 2008. As a matter of fact, a void document need not necessarily be set aside within three years when the plaintiff is not an executant to the document and seeks declaration of his subsisting title. For recovery of possession based on title, Article 65 of the

Limitation Act applies and limitation is twelve years from the date possession becomes adverse. The contesting 1<sup>st</sup> defendant has not established commencement of adverse possession twelve years prior to suit.

18. The plea of adverse possession and plea of lawful title pursuant to Ex.B2 are mutually destructive though permissible alternatively. However, the burden to prove adverse possession is extremely strict on the shoulder of the contesting 1<sup>st</sup> defendant herein.

The 1<sup>st</sup> defendant must establish:

1. actual possession;
2. open and hostile possession;
3. continuous possession;
4. exclusive possession;
5. denial of true owner's title.

Whereas no convincing evidence has been produced showing continuous hostile possession from 1993 onwards. The alleged tiled house has not been established through tax assessments, electricity records, approved plans, photographs of relevant period or independent witnesses. Significantly, Ex.B4 certificate relied on by the defendants stands seriously impeached. The CW1 Tahsildar categorically stated that :

- Maduravoyal Taluk itself came into existence only later in the year 2014;
- proceedings number and date are absent; and
- the document was not issued from the office in normal course.
- The document without office seal is not valid
- The Ex.B4 is bogus and invalid.

Thus Ex.B4 cannot be safely relied upon. In fact, the Power of Attorney agent of the contesting first defendant D.W.1 in his cross examination fairly conceded that originally the suit property was lying within the jurisdiction of Alandur Sub-Registrar Officer and later it was brought under the purview of Kundrathur Sub-Registrar Officer. It is apparent that the revenue records like patta, chitta and adangal Ex.B26 to Ex.B30 do not confer title. They are only fiscal documents. The evidence on record falls far short of proving adverse possession. The P.W.1 asserted in his cross examination that for the vacant land, the first defendant cannot claim title by adverse possession since ouster is not possible. The D.W.1 on his part in the course of cross examination conceded unambiguously that contrary to the plea taken in the written statement of D1, he did not file House Tax Receipt and Electricity consumption White Card to manifest the existence of a small tiles house in the suit land, he also conceded that the Ex.B13, Ex.B14 and Ex.B15 the description of the property has been shown as

Vacant Land only and the description of property shown in Ex.P29 is house site only.

19. The contention of the 1st defendant in the written arguments that issuance of patta in her favour on 17.02.2004 gave rise to the first cause of action and therefore limitation commenced from that date also deserves rejection. Revenue records such as patta, chitta and adangal are maintained only for fiscal purposes and do not confer title. Mutation entries neither create nor extinguish ownership rights over immovable property. Even assuming patta had been issued in favour of the 1st defendant, the same cannot automatically amount to hostile ouster against the true owner, particularly in respect of vacant land where possession ordinarily follows title. No material has been placed to show that patta proceedings were notified to the plaintiff, the plaintiff had knowledge of such mutation, possession of the plaintiff stood expressly denied or the plaintiff was excluded openly and hostilely. Hence, mere mutation in revenue records cannot trigger limitation against the plaintiff. Therefore, the suit is well within limitation.

20. Regarding the contention of the 1st defendant that the suit is barred by limitation on the premise that registration of Ex.A4/Ex.B2 dated 24.11.1993 constitutes constructive notice to the whole world and therefore the plaintiff ought to have filed the suit within three years, this Court is unable to accept the said submission. It is true that a registered document

may operate as constructive notice. However, constructive notice by itself cannot defeat the right of a prior purchaser who is admittedly not an executant to the impugned document and who seeks declaration of his subsisting title coupled with recovery of possession. In the present case the plaintiff claims title under a prior registered sale deed Ex.A2 dated 12.08.1985, he is not a party or executant to Ex.A4 dated 24.11.1993, the suit property apparently remained a vacant site and the plaintiff pleaded and deposed that he became aware of hostile assertion only in December 2008 when construction activities commenced. The 1st defendant has not proved prior knowledge attributable to the plaintiff regarding Ex.A4. Mere registration of a document cannot automatically extinguish a lawful prior title especially when the plaintiff seeks declaration of his title and recovery of possession based on ownership.

21. Further, the judgments relied upon by the 1st defendant are distinguishable on facts. In those cases, the plaintiffs sought cancellation after loss of title or after clear knowledge of hostile transactions. Here, the plaintiff asserts subsisting title under a prior conveyance and therefore Article 65 of the Limitation Act squarely governs the relief of possession. Thus, the plea of limitation founded on constructive notice is rejected.

22. Accordingly, Additional Issue No.1 is answered against the claim of the contesting 1<sup>st</sup> defendant.

23. **Issue No.1 and Additional Issue No.3**

The foundation of the plaintiff's claim for declaration and other reliefs is Ex.A1 sale deed dated 01.06.1942 standing in the name of Thayarammal. The 1<sup>st</sup> defendant also admits that the property stood in the name of Thayarammal. Their defense to wriggle out from the situation would be that the property was purchased benami by her husband and therefore all heirs of Elumalai Pillai have acquired rights. As per the contentions of the 1<sup>st</sup> defendant in her written statement Thayarammal was all along a housewife and she had no source of income to purchase the property; it is only the husband of Thayarammal who is an agriculturist had source of income by which he had purchased the property in the name of his wife Thayarammal; the prohibition under Sec. 4(1) of the Benami Transactions (Prohibition) Act, 1988 Act does not apply where the person in whose name the property is held, is a coparcener of a Hindu undivided family and it is held for the benefit of the coparceners or where the person in whose name property is held is a trustee or other person standing in a fiduciary capacity and the property is held for the benefit of another person for whom he is a trustee or towards whom he stands in such capacity; as such the property in the name of Thayarammal cannot be termed as her exclusive property, but only in the capacity of a benamidar and thus, all the legal heirs of Elumalai Pillai will have right, title, interest and claim in the suit property and since it has been recognized by Elumalai Pillai himself,

all the transactions of sale made by him in respect of the said property had been executed jointly by all his children.

24. Per contra it is canvassed on the side of the plaintiff's side in their written arguments that the said Thayarammal was doing milk vending business and from the income derived from the said business, she had purchased the said property; that apart under Sec.14 of the Hindu Succession Act, the property of a female Hindu has to be considered as her absolute property; the said Elumalai Pillai, after the demise of his mother, being the sole legal heir dealt with the property as his own and he had also sold out some of the plots to third parties and also settled some of the plots to his sons and daughters under Ex.A17 to Ex.A22 and if the suit schedule property is a co-parcenary property, the said Elumalai Pillai cannot and would not have executed settlement deeds in favour of his legal heirs who are the defendants 2 to 7 in the suit.

25. Analyzing the pleadings and evidence adduced on both sides, this court does not find any such traces of the property purchased by husband of Thayarammal in the name of his wife. Even otherwise the burden of proving benami transaction squarely lies upon the person asserting it. Except oral assertions, no evidence has been adduced by the 1<sup>st</sup> defendant to establish:

- a) source of consideration;
- b) intention of benami;

- c) possession inconsistent with ostensible ownership; or
- d) contemporaneous conduct.

26. It goes without saying that no documentary evidence has been produced to show that Thayarammal lacked independent means. Mere allegation that she was a housewife cannot rebut the statutory presumption attached to a registered conveyance. Further, Exs.A18 to A22 executed by Elumalai Pillai unequivocally describe the property as having absolutely devolved upon him from his mother Thayarammal as her sole heir. Those documents were executed long prior to the present dispute and constitute strong admissions against the 1<sup>st</sup> defendant's present theory of coparcenary or benami ownership. More so, the D.W.1 in his cross examination pleaded ignorance about the source of income for purchase of suit property by Tmt.Thayarammal as early as 1-6-1942. He also admits that the said Tmt.Thayarammal had only one son by name Elumalai Pillai. Above all the D.W.1 fairly admitted that D2 to D7 are the legal heirs of Elumalai Pillai and he executed settlement deed in favour of D2 to D7. While so, the contesting first defendant would be absolutely estopped from taking a plea of co-parcenary property came to the hands of Tmt.Thayarammal through Binami Transaction. As emphasized in the oral arguments of plaintiff's side, the excerpt of the cross examination of D.W.1 in this connection goes as follows: -

தாயாரம்மாளின் ஒரே மகன் என்பதால் ஏழுமலை பிள்ளை அவர் சொத்துக்களை அவரது

வாரிசுக்கு செட்டலெமென்ட் எழுதி வைத்துள்ளார் என்றால் சரி தான்.

27. Under Section 14 of the Hindu Succession Act, property standing in the name of a female Hindu becomes her absolute property. After her death, succession opened in favour of her sole son Elumalai Pillai. Therefore, Elumalai Pillai had every right to execute Ex.A2 sale deed dated 12.08.1985 in favour of the plaintiff. The defendants have not challenged Ex.A2 by any independent proceedings. No handwriting expert or attesting witness has been examined to establish the so-called fabrication/manipulation. Mere pleading that the plaintiff's document is fabricated cannot suffice in the eye of law. The plaintiff has produced Ex.A23 encumbrance certificates supporting the existence of his title transaction.

28. The point canvassed in the midst of arguments that the plaintiff's failure to transfer patta in his name probalizes fabrication of Ex.A2 is also untenable. There is no statutory mandate that a purchaser must necessarily mutate revenue records immediately after purchase in order to preserve title. Failure to mutate patta may at best amount to negligence in management of property but cannot invalidate a registered sale deed. The title of the plaintiff flows from Ex.A2, a registered conveyance executed by Elumalai Pillai and title to immovable property

passes through conveyance and not through revenue mutation. Therefore, non-transfer of patta cannot be elevated to a circumstance discrediting Ex.A2.

29. More so, the burden of proving fabrication squarely lies on the person alleging fraud. Mere suspicion, however strong, cannot substitute legal proof. Further, the evidence on record shows that Elumalai Pillai treated the property inherited from Thayarammal as his separate property and independently dealt with several portions thereof. Therefore, merely because some later transactions involved legal heirs jointly does not invalidate the earlier independent conveyance under Ex.A2. As stated supra, the Ex.A2 is a registered document of the year 1985 carrying statutory presumption of genuineness and no independent suit has been filed challenging Ex.A2.

30. The subsequent sale deed Ex.A4 dated 24.11.1993 was executed by defendants 2 to 7 after the death of Elumalai Pillai on 21.02.1989. Once Elumalai Pillai had already alienated the suit property under Ex.A2 in 1985, no subsisting title remained with his legal heirs in the year 1993. The settled principle is *nemo dat quod non habet* — no one can convey better title than what he possesses. Hence this court has no hesitation to hold that, Ex.A4 is void insofar as the plaintiff's rights are concerned. Consequently, Exs.A5 to A7 executed in favour of defendants 8 to 10 also do not convey valid title. The deposition of D.W.2 about the

defendants 8 to 10 availed loan from their bank on deposit of title deeds and after discharge of the liability in the year 2010, the Ex.B.22 to Ex.B24 were duly returned to them can no way improve the case of the contesting first defendant. To make it clear financial institutions while granting loans merely assess prima facie title for security purposes. Such transactions cannot operate as declaration of title by a competent court of law. The evidence of D.W.2 only establishes that title deeds were deposited and loan was availed and discharged. It does not confer ownership nor cure defects in title flowing from a void predecessor transaction. Therefore, the bank transaction does not improve the title of defendants.

31. The P.W.1 also in his cross examination deposed categorically that only in the year 2008 when he visited the suit schedule property, he saw the defendants 8 to 10 raising construction in the vacant land and they are only encroachers. Moreover, the very cancellation deeds Exs.A14 to A16 executed by the 1st defendant indicate existence of cloud over title and amount to admission of disputed ownership. Accordingly, these issues are answered in favour of the plaintiff.

**32. Issues No.2,3,6 and 7**

There are authorities cited on both sides which may not have much impact upon the disputes materially involved in the present suit which is wholly based on factual aspect of during the existence of one sale deed in respect of the property, execution of another sale deed whether

admissible in law. The prior sale deed has been executed by the absolute owner of the property even as per the admission of D.W.1 and the subsequent sale deed has been executed by his legal heirs. The concept of beware the purchaser (caveat emptor) is very much applicable to the present case and what prompted the first defendant to purchase the very same property ignoring the previous sale by the father of vendors is a million-dollar question. In any event even assuming for a moment that the first defendant is a Bonafide purchase for valuable consideration, it is for her to get the encumbrance over the suit property cleared by her vendors as undertaken conspicuously in the sale deed Ex.A4.

33. As far as the relief of Declaration of Title and Recovery of possession which are the substantial reliefs sought for in the suit are concerned, there is no impediment for this court to grant these reliefs which the plaintiff is entitled to from the deliberations made supra and consequently the plaintiff is also entitled to the relief of permanent injunction against the defendants 8 to 10, their men, agents or flats promoter or anybody claiming under them or through them from in anyway putting up any further construction in the suit property and for mandatory injunction directing the defendants to demolish the construction made by them in the suit property and remove their materials, from the suit property at their cost, failing which the plaintiff may be permitted to demolish the

said construction and remove the materials, at the cost of the defendants 8 to 10.

34. Even assuming that the 1st defendant was a bona fide purchaser for valuable consideration, such plea cannot prevail against an earlier registered conveyance. As assertively stated supra, the doctrine of *nemo dat quod non habet* squarely applies. Once Elumalai Pillai alienated the suit property in favour of the plaintiff in 1985, his legal heirs had no surviving title to convey the same in the year 1993. A purchaser acquires only such right as the vendor possesses. Want of knowledge of prior alienation cannot improve title beyond that of the vendor. Hence, the plea of bona fide purchase is of no avail.

35. In fine, this Court holds that the plaintiff has successfully established his title over the suit schedule property under Ex.A2 sale deed dated 12.08.1985 and the subsequent alienation made under Ex.A4 dated 24.11.1993 by defendants 2 to 7 in favour of the 1st defendant is void and non-est in law insofar as the plaintiff's title is concerned. Consequently, Exs.A5 to A7 dated 03.11.2008 executed in favour of defendants 8 to 10, being derivative transactions, are equally void and inoperative against the plaintiff.

36. The plaintiff is therefore entitled to declaration of his title over the suit property; declaration that Ex.A4 and Exs.A5 to A7 are null and void insofar as plaintiff's rights are concerned; recovery of possession;

permanent injunction restraining interference and mandatory injunction for removal of unauthorized construction if any.

**In the result the suit is decreed as prayed for. The possession of suit property should be handed over to the plaintiff within 2 months and considering the merits involved, the parties should bear their own costs.**

Typed to my dictation, corrected and pronounced by me in open court, on this the 3rd day of June, 2026.

Principal District Judge,  
Chengalpattu.

Plaintiff's side witness:

PW1 Thiru.Dhanasamy (plaintiff).

Plaintiff's side exhibits:

- |       |            |                                                                                                        |
|-------|------------|--------------------------------------------------------------------------------------------------------|
| Ex.A1 | 01.06.1942 | Certified copy of sale deed executed by Narasammal in favour of Thayar ammal.                          |
| Ex.A2 | 12.08.1985 | Original sale deed executed by H.Elumalai Pillai in favour of A.Dhanasamy.                             |
| Ex.A3 | 06.06.1990 | Xerox copies of encumbrance certificates.                                                              |
| Ex.A4 | 24.11.1993 | Certified xerox copy of sale deed executed by Srinivasan and others in favour of Shyamala.             |
| Ex.A5 | 03.11.2008 | Certified copy of sale deed executed by J.Samala through her power agents in favour of I.Ananda Kumar. |

|        |            |                                                                                                                                                    |
|--------|------------|----------------------------------------------------------------------------------------------------------------------------------------------------|
| Ex.A6  | 03.11.2008 | Certified copy of sale deed executed by J.Samala through her power agents in favour of I.Amarapathi.                                               |
| Ex.A7  | 03.11.2008 | Certified copy of sale deed executed by J.Samala through her power agents in favour of T.Arulthasan.                                               |
| Ex.A8  | 22.01.2009 | Office copy of telegram issued to Anandakumar by Dhanasamy.                                                                                        |
| Ex.A9  | 13.01.2009 | Certified xerox copy of telegram issued to Britto by Dhanasamy.                                                                                    |
| Ex.A10 | 23.01.2009 | Office copy of legal notice issued by plaintiff's counsel to the 1st defendant and her power agents with acknowledgment cards and returned covers. |
| Ex.A11 | 24.01.2009 | Complaint given by Plaintiff before the Commissioner of Police, St.Thomas Mount.                                                                   |
| Ex.A12 | 09.02.2009 | Reply notice issued by 1st defendant's counsel.                                                                                                    |
| Ex.A13 | ---        | Series of photographs.                                                                                                                             |
| Ex.A14 | 13.07.2010 | Certified xerox copy of deed of cancellation executed by J.Samala in favour of I.Ananda Kumar.                                                     |
| Ex.A15 | 13.07.2010 | Certified xerox copy of deed of cancellation executed by J.Samala in favour of I.Amarapathi.                                                       |
| Ex.A16 | 13.07.2010 | Certified xerox copy of deed of cancellation executed by J.Samala in favour of T.Aruldasan.                                                        |
| Ex.A17 | 18.08.1988 | Certified copy of sale deed executed by H.Elumalai Pillai in favour of P.Lakshmi.                                                                  |
| Ex.A18 | 09.07.1984 | Certified copy of settlement deed executed by H.Elumalai Pillai in favour of G.Usha.                                                               |

|        |            |                                                                                                    |
|--------|------------|----------------------------------------------------------------------------------------------------|
| Ex.A19 | 06.12.1985 | Certified xerox copy of settlement deed executed by H.Elumalai Pillai in favour of Sundari.        |
| Ex.A20 | 06.12.1985 | Certified xerox copy of settlement deed executed by H.Elumalai Pillai in favour of Sundari.        |
| Ex.A21 | 19.09.1986 | Certified xerox copy of settlement deed executed by H.Elumalai Pillai in favour of E.Ramu @ Raman. |
| Ex.A22 | 12.06.1987 | Certified xerox copy of sale deed executed by H.Elumalai Pillai in favour of Savithiri ammal.      |
| Ex.A23 | 21.12.1986 | Series of encumbrance certificates.                                                                |
| Ex.A24 | ---        | Copy of petition filed by plaintiff under Patta Pass Book Act 1983, Tamil Nadu.                    |

Defendants' side witnesses:

|     |                                                         |
|-----|---------------------------------------------------------|
| DW1 | Thiru.Ananthapadmanaban (power agent of 1st defendant). |
| DW2 | Thiru.Mohan Padmanaban (Bank staff).                    |

Defendants' side exhibits:

|       |            |                                                                           |
|-------|------------|---------------------------------------------------------------------------|
| Ex.B1 | ---        | Certified xerox copy of plaint.                                           |
| Ex.B2 | 24.11.1993 | Original sale deed executed by Srinivasan and others in favour of Samala. |
| Ex.B3 | 06.09.2010 | Computerized patta in the name of Samala.                                 |
| Ex.B4 | 14.10.2001 | Certificate issued by the Regional Deputy Tahsildhar, Maduravoil.         |
| Ex.B5 | 19.09.2008 | Proceedings of Executive Officer of Town Panchayat, Porur.                |
| Ex.B6 | 10.07.1999 | Form No.8 for modification of charges.                                    |
| Ex.B7 | 26.09.2001 | Form No.8 for modification of charges.                                    |
| Ex.B8 | 30.05.2003 | Search Report sent to M/s.Jeyes Nitro Chemical Private Limited, Trichy.   |

- Ex.B9 25.01.2005 Letter sent by M.Narayanan in favour of J.Samala, in Letter No. Reg/725/2001.
- Ex.B10 30.05.2007 Letter sent by Samala to the Executive Officer of Porur Town Panchayat.
- Ex.B11 04.07.2008 Registered general power of attorney deed executed by Samala in favour of Vincent Arokiaraj (original).
- Ex.B12 04.07.2008 Registered general power of attorney deed executed by Samala in favour of A.Vinoth (original).
- Ex.B13 03.11.2008 Registered sale deed executed by J.Samala, through power agents in favour of I.AnandaKumar (original).
- Ex.B14 03.11.2008 Registered sale deed executed by J.Samala, through power agents in favour of I.Amarapathi (original).
- Ex.B15 03.11.2008 Registered sale deed executed by J.Samala, through power agents in favour of T.Arulthasan (original).
- Ex.B16 13.07.2010 Registered cancellation deed executed by J.Samala, in favour of I.Amarapathi (original).
- Ex.B17 13.07.2010 Registered cancellation deed executed by J.Samala, in favour of I.Anandakumar (original).
- Ex.B18 13.07.2010 Registered cancellation deed executed by J.Samala, in favour of T.Arulthasan (original).
- Ex.B19 20.07.2010 Registered deed of cancellation of general power of attorney executed by J.Samala, in favour of A.Vinoth (original).

|        |            |                                                                                                                                |
|--------|------------|--------------------------------------------------------------------------------------------------------------------------------|
| Ex.B20 | 20.07.2010 | Registered deed of cancellation of general power of attorney executed by J.Samala, in favour of Vincent Arockiaraj (original). |
| Ex.B21 | 28.04.2010 | Certificate issued by HDFC bank for I.Ananda Kumar.                                                                            |
| Ex.B22 | 29.04.2010 | Certificate issued by HDFC bank for Amarapathi.                                                                                |
| Ex.B23 | 29.04.2010 | Certificate issued by HDFC bank for T.Arulthasan and Manju.                                                                    |
| Ex.B24 | 22.02.1995 | Series of encumbrance certificates.                                                                                            |
| Ex.B25 | 10.11.2021 | General power of attorney deed by in favour of J.Ananthapadmanaban.                                                            |
| Ex.B26 | 17.02.2004 | Certified copy of patta in the name of Samala.                                                                                 |
| Ex.B27 | 19.12.2004 | Certified copy of chitta in the name of Samala.                                                                                |
| Ex.B28 | 19.12.2004 | Certified copy of adangal extract in the name of Samala.                                                                       |
| Ex.B29 | 15.09.2010 | Certified copy of chitta in the name of Samala.                                                                                |
| Ex.B30 | 15.09.2010 | Certified copy of adangal extract in the name of Samala.                                                                       |
| Ex.B31 | ---        | Blue print of building plan.                                                                                                   |
| Ex.B32 | 05.03.1984 | Certified xerox copy of sale deed executed by H.Elumalai Pillai and others in favour of B.Krishnamoorthy.                      |
| Ex.B33 | 24.06.1985 | Certified xerox copy of sale deed executed by H.Elumalai Pillai and others in favour of G.Duraipillai.                         |
| Ex.B34 | 27.02.1986 | Certified xerox copy of sale deed executed by H.Elumalai pillai and others in favour of Giri.                                  |
| Ex.B35 | 03.06.2021 | Online death certificate of Jothiraman.                                                                                        |

Ex.B36 29.04.2017 Certificate issued by Deputy Tahsildhar of Head  
Quarters, Gengavalli Taluk, Salem District.

Court witness on the side of plaintiff:

CW1 Thiru.Chandrasekar (Tahsildhar, Maduravoil).

Court side exhibits:

Nil.

Principal District Judge,  
Chengalpattu.