

**IN THE COURT OF SUBORDINATE JUDGE,
MADURANTAKAM.**

**Present: Mr. T. GANESH, B.A., B.L.,
Subordinate Judge,
Madurantakam.**

**Wednesday, this 18th day of March, 2026
A.S. No. 16/2020
(CNR.No.TNCG13000092-2020)**

1. Maniyan

2. Kanthammal

...Appellants/Defendants

..Vs..

1. Duraikannu

2. Amsammal (Died)

3. Pushpa

4. Lalitha

5. Dayalan

...Respondents/Plaintiffs

On appeal against Decree and Judgment in O.S.No. 105/2013
dated 20.12.2019 on the file of District Munsif Court, Madurantakam.

**District Munsif Court, Madurantakam
O.S No. 105/2013**

1. Duraikannu

2. Amsammal (Died)

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4. Lalitha

5. Dayalan

...Plaintiffs

..Vs..

1. Maniyan

2. Kanthammal

...Defendants

This appeal coming up before me on 26.02.2026 for final hearing in the presence of Mr.P.S.George, learned counsel for Appellants and Mr.R.S.Renganathan, learned counsel for Respondents; after hearing arguments on both sides, upon perusing the case records, appeal memorandum, affidavit and petition filed; having stood over till this day for considerations, this court delivered the following:

JUDGMENT

Appellants are defendants in the suit. In the suit, the Respondents/Plaintiffs filed the suit for declaration their title to the suit property, for permanent injunction restraining the defendants from interfering with their possession and enjoyment of the suit property and for cost. As sued for, the Respondents/Plaintiffs are successful in getting decree and judgment in their favour, which prompted the defendants to prefer this appeal against the Judgment and Decree dated 20.12.2019 passed by the learned District Munsif, Madurantakam in O.S.No.105/2013. Parties will be for sake of convenience referred to hereinafter according to their original rank in the suit.

2. *Plaint in brief:*

Plaintiffs 3 and 4 are the children of plaintiffs 1 and 2. An extent of Ac 0.20 in suit property was inherited by the 1st plaintiff from his father. Remaining extent of Ac.0.20 in the suit property has been purchased by the plaintiffs under the registered Sale Deed, dated 18.4.1983. 1st plaintiff is in possession and enjoyment of the suit properties. Patta also granted in his favour in Patta No.827. 1st plaintiff alone been in possession of the suit property by paying kist. 1st plaintiff has also acquired prescriptive title to the suit property by his long, continuous and uninterrupted possession and enjoyment over the statutory period. During 1992, 1st defendant had

obtained a Sale Deed in the name of the 2nd defendant from the plaintiffs, where the suit property does not find place nor the plaintiffs had ever intended to sell the suit property to the defendants. Defendants also had ever intended to purchase the suit property from the plaintiffs nor any sale consideration has been paid.

While so all of a sudden about a few weeks ago, the 1st defendant herein has maneuvered to secure transfer of patta in the name of the 2nd defendant in respect of the suit property by playing fraud and by misrepresenting the facts to the revenue officials and has fraudulently obtained patta in the name of the 2nd defendant. The alleged transfer of patta in the name of the 2nd defendant pertaining to the suit property has not been done with the knowledge of the plaintiffs nor any enquiry has been conducted nor any notice of enquiry has been served to the plaintiffs prior to such alleged transfer of patta. The alleged transfer of patta in the name of the 2nd defendant without any enquiry or any proceedings will no way bind the plaintiffs nor by virtue of the alleged patta the defendants would derive any title much less valid title. By virtue of the alleged transfer of patta obtained by the 1st defendant in the name of the 2nd defendant by exercising his undue influence over the revenue officials, the defendants during 1st week of April 2013 made an unsuccessful attempt to trespass in to the suit property and take forcible possession of the same by unlawful means. But the same was successfully averted by the plaintiffs with great difficulty. They apprehend that the defendants may carry out their threat at any point of time.

The 1st plaintiff has also verified the encumbrance prevailing over the suit property at the Sub-Registrar Office, Cheyyur, where NIL encumbrance certificate pertaining to the suit property was granted. Alleged alienation by the plaintiffs in favour of the defendants does not find place in the encumbrance certificate. Defendants have no manner of right, title or interest over the suit property. They are trying to take forcible possession of the suit property. Plaintiffs had issued a legal

notice dated 06.04.2013 to the defendants 1 and 2. But there is no reply. Thereafter defendants made an attempt to trespass into the suit property.

Hence the plaintiffs file the suit for declaration of their title to the suit property, for permanent injunction restraining the defendants from interfering with their possession and enjoyment of the same and for cost.

3. Written statement of filed by 2nd defendant and adopted by 1st defendant in brief:

Defendants denies the allegations set out in the plaint. There is no dispute about the relationship mentioned in the plaint. It is true that the 1st plaintiff inherited 20 cents from his father. It is admitted that the 1st plaintiff purchased an extent of 20 cents under a registered sale deed dated 18.04.1983 is also admitted. The 1st Plaintiff has not paid any kist to the suit land. It is not explained in the plaint why the plaintiffs 2 to 4 are added as parties in the suit. Hence the suit is bad for misjoinder of parties. The suit property does not stand in the name of plaintiffs. Except 1st plaintiff, other plaintiffs had not conveyed title to this defendant. The plaintiffs are put into strict proof of the allegation as they are in possession of the suit property.

When the plaintiffs alleged that the 1st plaintiff acquired the prescriptive title to the suit property by his long, continuous and uninterrupted possession and enjoyment of the statutory period means that the property belongs to these defendants. One person cannot acquire prescriptive title on his own property. It is admitted by the 1st plaintiff as he executed a registered sale deed in favour of this defendant for certain item of properties. The allegation that the suit property does not find place in the sale deed and the plaintiffs are not intending to sell the suit property and the defendants also not intending to purchase the property, sale consideration has not been paid and the possession of the suit property has not been handed over to this defendant in view of the sale deed is utter false. Why the plaintiffs are shedding crocodile tears with regard to the suit property is not known. Probably they want to grab the suit property after alienation and receipt of sale consideration. If the 1st plaintiff verifies the sale deed executed by him in favour of this defendant, he can very well understand the extent

conveyed under the sale deed. Though the correct survey number is not mentioned in the descriptive schedule, it is mentioned in the enclosure schedule. Total extent as 1.51 ½ acres is mentioned in the descriptive schedule and the enclosure schedule in the sale deed dated 23.04.1992. The scribe had omitted to mention the correct survey number and extent in the descriptive schedule. The plaintiffs wanted to take advantage of the omission. The amount paid is for 1.51 ½ acres and it is evident in the sale deed. The plaintiffs had not spoken the truth. They had not approached the court with clean and clear hands.

The 1st plaintiff sold the suit property under a registered sale deed dated 23.04.1992 in favour of this defendant for good and valuable consideration of Rs.27500/- which was registered as document no.284/1992 before the sub registrar office at Cheyyur. The possession was handed over to this defendant and she is in enjoyment of the property for more than 20 years under the very nose of the plaintiffs. The plaintiffs had not filed any kist receipt to show that they are paying kist for the suit property. On the other hand, this defendant paid kist from the date of purchase for the suit property. The document number 3 in the plaint is not supposed to be issued by special officer of PACB Choonambedu. He is not an authenticated person to issue the said document.

Patta was issued in favour of this defendant after the purchase of the suit property in 1992. The plaintiffs waited for 22 years to file this suit. There is no cause of action for the suit. It is not necessary to take forcible possession. The encumbrance certificate is not the final document to prove the title and possession. Non appearance of encumbrance does not mean that the property belongs to the plaintiffs. This defendant is the lawful owner having purchased the same for valuable consideration and doing acts of ownership. The legal notice dated 06.04.2013 issued to the defendants was received and properly replied.

Suit survey no. 102/9 is originally with an extent of 1.43 acres. It belongs to one Ramasamy Gounder and he has five sons namely Natesan, Muthumari, Thangavelu,

Arumugam and Kishtan. The 1st plaintiff is the son of Thangavelu. His another brother Kaniappan is not added as a party to the suit to get a decree for declaration of title. There is no whisper why he was not added as a party. Natesan has has three sons namely Selvaraj, Ezhumalai and Manian (1st defendant) and 2nd daughters. The said 1.43 acres was divided between five sons of Ramasamy and six new sub division numbers were given. Out of 1.43 acres each son is entitled to 0.28 ½ cents. This defendant purchased the entire extent from all the sharers under various sale deeds. Now the entire 1.43 acres is with the defendants possession and enjoyment. The survey number 102/9F belongs to Thangavelu, Muthumari, Natesan, Arumugam and Kishtan, where each entitled to 8 ½ cents. On the western side of survey no. 102/9F, survey no. 102/9E is available, with an extent of 20 cents. The 1st plaintiff purchased an extent of 20 cents from Kishtan in 1983 with specific boundaries. That 20 cents was clubbed with 8 cents and sold to this defendant under a registered sale deed dated 23.04.1992 by this 1st plaintiff. The 1st plaintiff cannot claim title to the suit property. The suit survey no. and the extent are wrong. This defendant purchased survey no. 102/9F with an extent of 42 ½ cents from all owners before 22 years. The plaintiffs cannot get any relief in the suit. The suit is misconceived.

There is no cause of action for the suit and the alleged cause of action is untrue. The suit is time barred. The suit is vexatious and malicious. There are no merits in the suit. Therefore it is prayed that this court may be pleased to dismiss the suit with cost.

Hence the defendants pray for dismissal of the suit.

4. Trial court settled the following issues for consideration on 05.11.2013:

1. Whether the Plaintiffs have right and title over the suit property?
2. Whether the Plaintiffs are entitled for the relief of declaration?
3. Whether the Plaintiffs are entitled for the relief of permanent injunction?
4. To what are all other relief is entitled for Plaintiffs?
5. At the trial, the plaintiffs examined, the 1st plaintiff Duraikannu as Pw1 and marked Exhibits A1 to A10. On the side of the defendants, the 2nd defendant

Kanthammal examined as Dw1 and marked exhibits B3 to B13 and Exs B1 and B2 marked in the cross examination of Pw1 and the One Selvaraj examined as Dw2 and no exhibits were marked through them.

6. Grounds of appeal:

Trial court, having considered the evidence on record, decreed the suit by holding that the plaintiffs are entitled to the relief as sought for. Aggrieved, the defendants prefers this appeal against the decree and judgment on following grounds:

1. The decree and judgment of the lower court are opposed to law, weight of evidence and all probabilities of the case.
2. The trial court ought to have dismissed the suit with cost.
3. The trial court erred in finding the issue Nos. 1 to 4 as against the appellants / defendants.
4. The trial court ought to have believed the version of DW1 & DW2 and disbelieved the version of PW1.
5. The trial court ought to have given proper consideration towards the documents Ex. B1 to B13 filed by the Appellants / Defendants.
6. The trial court should have found that the plaintiffs had not come to the court with clean and clear hands.
7. The trial court should decide all the issues in favour of the appellants / defendants and the suit should have been dismissed with cost.
8. The trial court erred in taking the evidence of the appellants / defendants and not at all discussed anywhere in its judgments.
9. The trial court failed to find out that the burden to prove the case was upon the plaintiffs. However the trial court's judgment running to many pages from the beginning to the end, has discussed the defendants case to disbelieve it on flimsy and weak grounds.
10. The trial court failed to appreciate the documents Ex.B1 and B2 filed by the appellants / defendants.

11. The trial court failed to discuss elaborately in respect of the document Ex.B1

12. The trial court failed to note that though the correct survey number was not mentioned in the descriptive schedule, the survey number and the extent was mentioned in the enclosure schedule.

13. The trial court failed to note that all the pages inclusive of 9th page contained in Ex.B1 is the complete sale deed.

14. The trial court failed to note that the patta number 389 stands in the names of the defendants from 2010 onwards.

15. The trial court failed to note that the defendants had paid the kist to the suit property and they are in possession and enjoyment of the same. Hence the plaintiffs are not in possession of the property and they are not entitled for permanent injunction.

16. The trial court failed to note that the defendants were in possession of the property in accordance to the document Ex.A8 (adangal extract)

17. The trial court failed to note that the original sale deed dated 18.04.1983 (Ex.B2) has been handed over to the defendants.

Hence the appellants pray to allow the appeal and dismiss the suit with costs.

7. Pending appeal, the appellants filed an application in I.A 1/2020 to receive additional evidence in appeal and the same was heard along with the appeal. This court by its order dated 04.02.2026 partly allowed the said application in I.A 1/2020 and reopened the appeal for marking of documents. As per order in I.A 1/2020, the appellants examined Dw1 and exhibited B14. Opportunity given to respondents to cross examine the said witness Dw1.

8. Heard both sides. It is incumbent upon this court to reassess and reappraise the facts and entire evidence on record. Hence this court has framed the points for determination to appreciate the entire facts and evidence of both parties.

9. Points for determination:

1. Is it true that the suit property was sold to the 2nd defendant, by the plaintiffs, under the registered sale deed dated 23.04.1992?
2. Is it true that the plaintiffs are in possession and enjoyment of the suit property?
3. Whether the trial court failed to consider the defence of Defendants/Appellants in proper and prospective manner?
4. Whether the judgment of the trial court has to be set aside and the suit has to be dismissed?

10. Point No. 1 :

“Is it true that the suit property was sold to the 2nd defendant, by the plaintiffs, under the registered sale deed dated 23.04.1992?”

Core issue arise in this case is whether the 1st plaintiff sold the suit property to the 2nd defendant under the registered sale deed dated 23.04.1992 which was marked as Ex B1.

But here the defendants, having admitted that the suit property was sold to the 2nd defendant by the 1st plaintiff denies the title of 1st plaintiff in respect of the suit property. It is pertinent to note that the defendants admitted in their written statement itself, that the 1st plaintiff is the original owner of the suit property. In written statement,

“It is true that the 1st plaintiff inherited 20 cents from his father. It is admitted that the 1st plaintiff purchased an extent of 20 cents under a registered sale deed dated 18.04.1983 is also admitted”.

Further the defendants in their reply statement, Ex A10 also admitted the title of the plaintiffs. In Ex A10,

“3. My client’s further state that the notice mentioned property belongs to your clients is true. On 23.04.1992, no 1 and 2 of your clients jointly sold the property

in favour of no 2 of my client under a registered sale deed which is duly executed for themselves and as guardian of the then minors and registered the same”.

At this juncture the defendants who took a contrary stand of denying the title of the plaintiffs cannot be countenanced. So, there is no dispute in respect of title of the plaintiffs.

Next it is the specific case of defendants that the 1st plaintiff sold the suit property to the 2nd defendant under Ex B1. Plaintiffs deny as such they never sold the same and they never intended to sell the same to the defendants. Plaintiffs invited this court to the description of properties mentioned in Ex B1, where the suit property does not find place. But the defendants invited to see the enclosure annexed in Ex B1, where the said property was mentioned therein. As the plaintiffs questioned the corrections made in the Ex B1 in the description of properties in respect of extent, the defendants exhibited the registration copy of the said Ex B1 as Ex B14. On perusal of Ex B14, there is no doubt that nothing was carried out after registration of the Ex B1. All the corrections made in the Ex B1 find place in the Ex B14. So, it cannot be held that the corrections in Ex B1 were made after obtaining the signature of the 1st plaintiff and after registration of document.

Next it has to be seen whether the suit property was conveyed to the 2nd defendant under Ex B1. In Ex B1, the schedule contains only 7 items of properties, where the annexure contains 9 items of the properties. So, here it has to be seen whether the annexure prevails over the schedule of properties under Ex B1. But in general, the property schedule in the body of the sale deed prevails over any annexure or enclosure, unless the annexure is expressly incorporated as part of the operative description. On keen perusal of the Ex B1, there is no recital in the deed, that the vendor conveyed both properties covered under the schedule and annexure therein. It should be specifically recited that the properties mentioned in the annexure also hereby conveyed. But there is no such recitals found in Ex B1. Though the extent mentioned was Ac1.51^{1/2}, it was clearly stated that 7 items only conveyed. Further on keen perusal

of Ex B1, the said total extent and some other extent were corrected and the same was endorsed. If really there was conveyance for 9 items, then it easy to correct the same apart from the other corrections made in Ex B1. But it was not done so, which creates a doubt over the alleged conveyance of suit property under Ex B1. At this juncture it cannot be held that the plaintiffs conveyed the suit property under Ex B1 to the 2nd defendant.

Next the plaintiffs has produced the patta extracts for the suit property which stands in the name of 1st plaintiff as Ex A6. The said patta was issued in the year 2008. If really the 2nd defendant has purchased the suit property in the year 1992 under Ex B1, he cannot kept quiet till 2008 for mutation of patta. Defendants also produced patta for the suit property which is marked as Ex B7. It shows that the patta for the suit property was mutated in the name of 2nd defendant from the name of 1st plaintiff on 03.11.2010. There is no explanation offered for keeping quiet for more than 18 years from the date of sale for non mutation of patta extracts from the name of 1st plaintiff by the defendants. It would create a serious doubt over the alleged right claimed by the defendants in respect of suit property.

Next it is pertinent to note that the proceedings of transfer of patta, which was kept in Ex B7 would shows that the patta was mutated in the name of 2nd defendant as per document dated 03.11.2010. It was not stated therein that the patta was mutated as per document dated 23.04.1992, Ex B1. So, the said patta, Ex B7 was not mutated as per Ex B1. On keen perusal the said patta was mutated by a document dated 03.11.2010. There is no explanation offered by the defendants about the said document dated 03.11.2010. Unless or until the defendants able to show under what document the said patta was transferred into their name. If really the patta for the suit property was mutated as per Ex B1, then the proceedings would bear the date of the said document. But there is no such recitals in the said patta and it was clearly stated that the said patta was mutated under document dated 03.11.2010. Further the plaintiffs have produced patta for the suit property as Ex A6, which shows that patta for the suit property on

28.08.2008 stands in the name of the 1st plaintiff. It shows that even after the alleged Ex B1 in the year 1992, the suit property still remains in the name of 1st plaintiff till 2010. In 2010 alone the 2nd defendant name was mutated in the said patta that too based upon an unknown document dated 03.11.2010. It clearly shows that the defendants in some way or other mutated patta in the name of 1st defendant from the name of 1st plaintiff. At this juncture Ex B7 cannot be taken into consideration to show that the suit property was conveyed to 2nd defendant under Ex B1 by the plaintiffs.

Next it is the case of defendants that the original parent deed, Ex B2 was handed over to the defendants and hence it should be construed that the suit property was conveyed under Ex B1 to the 2nd defendant. It is pertinent to note that the plaintiffs conveyed all other items in the Ex B2 to the 2nd defendant under Ex B1. Plaintiffs contend that the said Ex B2 was handed over as the 7 items of properties conveyed under Ex B1 was covered under Ex B2. So, mere the parent document was in the hands of defendants would not be construed that the suit property also was sold to the 2nd defendant under Ex B1. Defendants further contend that the attestor of the Ex B1 was examined as Dw2 and through him the sale of suit property under Ex B1 was proved. On perusal of entire evidence of Dw2, it creates a doubt as such the said witness in all along his cross examination deposed that he was unable to view the document due to his poor eye sight. No where in his evidence he deposed that two items which was misplaced in schedule in Ex B1 was subsequently mentioned in the annexure. Further it is pertinent to note that Dw2 is none else the brother of the 1st defendant, which was admitted in the last page of the cross examination. If it so, the evidence of Dw2 cannot be taken into consideration and it would not help the defendants to substantiate their defence. Apart from that mere keeping the evidence of attestor alone would not be ground to hold that the suit property was conveyed under Ex B1.

In summation of above said discussions this court of its considered view that it is not true that the suit property was sold to the 2nd defendant, by the plaintiffs, under the registered sale deed dated 23.04.1992. Hence this point is decided accordingly.

11. Point No.2:

“Is it true that the plaintiffs are in possession and enjoyment of the suit property?”

It is the case of plaintiffs that they are in possession and enjoyment of the suit property. But the defendants defend that ever since the date of Ex B1 they are in possession and enjoyment of the suit property. At the outset the defendants failed to prove that the suit property conveyed under Ex B1 and hence they cannot claim that they are in possession and enjoyment of the suit property. On this ground itself it can be held that the plaintiffs are in possession of the suit property as the defendants admit the title of them.

Apart from that the plaintiffs who comes to court should prove their possession over the suit property. To substantiate the same, they produced the adangal extracts, Ex A8, where it shows that the suit property was under possession of the 1st plaintiff for the fasli 1400,1402,1405, 1408,1409,1411,1416,1417 and 1421. For fasli 1422, the name of 1st plaintiff was rounded off and the name of the 2nd defendant was inserted. It shows that the 1st plaintiff is in possession and enjoyment of the suit property till fasli 1421. It is pertinent note that the 2nd defendant mutated patta, Ex B7 in the year 2010 alone, where till then the patta for the suit property stands in the name of 1st plaintiff. It clearly shows that 2nd defendant name was inserted in the said fasli 1422 as per Ex B7 alone. So, it does not show that the 2nd defendant is in possession and enjoyment of the suit property ever since the date of sale, Ex B1. Ex A8 would clearly shows that the 1st plaintiff is in legal possession and enjoyment of the suit property. Ex A9, the kist receipts would show that the 1st plaintiff is in possession and enjoyment of the suit property on the date of filing of suit. On the other hand the defendants produced kist receipts for the suit property as Ex B8. Kist receipts dated 22.07.2003 for fasli 1411, kist receipt dated 04.05.2006 for fasli 1415,

kist receipt dated 10.07.1989 for fasli 1398, kist receipt dated 22.03.2003 for fasli 1412 would show that the tax was paid to the properties comprised in patta number 389. Defendants contend that the patta, Ex B7 was issued in the name of 2nd defendant in patta number 389. On keen perusal of Ex B7(anenxure), the said patta in patta number 389 was mutated from the name of 1st plaintiff comprised in patta number 827 on 03.11.2010. It is surprise that the defendants are able to pay kist to the said patta number 389 before mutation of patta in patta number 389. The above said kist receipts are issued for patta number 389 that too before 2010, where the said patta number 389 was assigned in the name of 2nd defendant for the suit property only in the year 2010. This would clearly shows that the said kist receipts concocted for the purpose of suit. There is no explanation from the defendants that how they can manage to pay kist for the years 1989 to 2006, for the properties under patta issued in 2010. It is further pertinent to note that one of the kist receipt was dated 10.07.1989, where it shows that the 2nd defendant has paid kist to the property comprised under patta number 389. But it is awful to state that the alleged title deed, Ex B1 was of the year 1992 alone. It is unknown and non explained that how the 2nd defendant able to pay kist to the suit property even before her purchase of property. So, the alleged kist receipts, Ex B8 cannot be taken into consideration, where it creates doubt.

In summation of above said discussions it can be safely conclude that the plaintiffs are in possession and enjoyment of the suit property. Hence this point is decided accordingly.

12. Point No.3:

“Whether the trial court failed to consider the defence of Defendants/Appellants in proper and prospective manner?”

Defendants who are appellants herein filed this appeal as such the trial court has committed grave error in decreeing the suit. It is the case of appellants that the trial court failed to note that the burden of proof is upon the plaintiffs, as they only

approached the court for relief. No doubt that the person who seeks relief should prove his case without picking up holes from the case of defendants. But here it is pertinent to note that the defendants admit the title of the plaintiffs and claim that the suit property was sold to the 2nd defendant by the plaintiffs. If the title of the plaintiffs admitted, then it is for the defendants to prove that the plaintiffs sold the suit property to them under Ex B1, as the 2nd defendant alone purchaser from the plaintiffs. So, the trial court has correctly held that the defendants ought to prove that the plaintiffs sold the suit property to them.

Next the appellants contend that the trial court judgment though runs for several pages from beginning to end, it has discussed the defendants case alone and disbelieve it on filmy and weak grounds. It is unwarranted to question the number pages of judgment by trial court. It is unnecessary for the appellants to comment upon the number of pages of judgment penned by the learned trial court. Mere running of several pages of judgment would not itself a ground to accept the case of appellants herein. Next the appellants contend that the trial court failed to appreciate the Ex B1 and B2. On keen perusal of judgment of trial court it has clearly discussed about the corrections made in Ex B1 and the possession of Ex B2, as such the other properties sold by plaintiffs. So, it cannot held that the trial court failed to appreciate Ex B1 and B2.

Next it is the case of appellants that the trial court failed to keep his sharp eye over the Ex B1, as such the complete sale was with all pages of conveyance, that survey number was mentioned in annexure, patta for the suit property stands in the name of 2nd defendant from 2010 etc.,. This court discussed elaborately about the above said grounds. Trial court also clearly discussed about the execution of Ex B1 and also the alleged corrections and insertions in Ex B1. Though the defendants produced Ex B14 the registration copy of Ex B1, in appellate stage, it would not show that the plaintiffs sold the suit property to the 2nd defendant. Trial court erred only in para 1.8 about the date of stamp paper mentioned in Ex B1. No doubt that mere difference in

date of stamp papers in the sale deed would not create any suspicious over the execution of deed. But the trial court by way of other clear discussions has come to the conclusion that the suit property was not conveyed to the 2nd defendant under Ex B1.

In summation of above said discussions, there is no doubt that the trial court has well considered the evidence of both parties and came to the conclusion that the plaintiffs title affirmed by the admission of defendants, that the defendants failed to prove that the plaintiffs sold the suit property to them and that it has clearly held that the plaintiffs are in possession and enjoyment of the suit property. Hence this point is decided accordingly.

13. Point No. 6:

“Whether the judgment of the trial court has to be set aside and the suit has to be dismissed?”

By way of above said discussions there is no occasion arise to set aside the judgment and decree of the trial court. The learned trial court has rightly held that the plaintiffs are entitled to the relief sought for by evaluating the evidences in proper and prospective manner. Hence there is no ground muchless sufficient cause set out by the Appellants/defendants to interfere with the judgment and decree of the trial court.

14. RESULT:

In fine, this appeal is dismissed with cost by confirming the judgment and decree of the trial court in O.S No. 105/2013 dated 20.12.2019 passed by the learned District Munsif, Madurantakam in O.S No. 105/2013 on the file of District Munsif Court, Madurantakam.

Directly typed in my Laptop, corrected and pronounced by me in open court, this 18th day of March, 2026.

Subordinate Judge,
Madurantakam.

Appellants/ Defendants side witness: -

Dw1: Kanthammal

Respondent /Plaintiff side witness:-

NIL

Appellants/ Defendants side Exhibits:-

Ex.A14	23.04.1992	Registration Copy of Sale Deed executed by Respondents 1 and 2/Plaintiff 1 and 2 in favour of 2 nd Appellant/2nd Defendant.	True Copy.
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Respondent/Plaintiff side Exhibits:- NILSubordinate Judge,
Madurantakam.**Copy to:****The District Munsif,
District Munsif Court,
Madurantakam.
TNCG130000922020**

FAIR/DRAFT JUDGMENT
A.S. No. 16/2020
D.O.D: 18.03.2026
SUB JUDGE,
MADURANTAKAM