

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

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

Saturday, this 06th day of June, 2026

O.S. No. 72/2015

(CNR.No.TNCG13-000308-2015)

and

O.S. No. 83/2017

(CNR.No.TNCG13-000300-2017)

O.S No.72/2015

Padmanaban

...Plaintiff

//Vs//

1. Baby Saraswathi (Died)

2. Lakshmipathy (Died)

3. Sridhar

4. Vedavalli

5. Shanthi

(5th Defendant impleaded as per
order in I.A No. 1/2019, Dated:
04.01.2021 and plaint amended as
per order in I.A No. 1/2023,
Dated: 22.08.2023)

6. Raghupathy

(6th Defendant impleaded as per order in I.A No. 3/2025, Dated: 11.06.2025 and plaint Amended as per order in I.A No. 4/2025, Dated: 13.08.2025)

...Defendants

AND

O.S. No. 83/2017

Vedhavalli

...Plaintiff

//Vs//

Padmanabhan

...Defendant

These suits are coming up before me on 21.04.2026 for final hearing in the presence of M/s.K.Ayyasamy, S.Senthilkumaran, S.Jothi and V.Mohan, learned counsels for Plaintiff in O.S No.72/2015 and counsels for the Defendant in O.S No.83/2017, and Mr.P.S.George, counsels for defendants 1, 3 and 5 in O.S No.72/2015, Mr.M.Tamilmaran, counsel for 2nd defendant and Mr.B.Ramnath, counsel for 4th defendant in O.S No. 72/2015 and and counsel for plaintiff in O.S No.83/2017, Mr.E.Elango, counsel for 6th defendant in O.S No. 83/2017, the defendants 1 and 2 in O.S 72/2015 reported dead and after hearing arguments on both sides, upon perusing the case records, having stood over till this day for considerations, this court delivered the following:

COMMON JUDGMENT

O.S No. 72/2015

Plaintiff filed the suit for specific performance of contract directing the defendants to execute and register the sale deed in respect of the suit properties

within time to be specified by this court and in default through court on behalf of the defendants, for permanent injunction restraining the defendants their men, servants, and agents from in any way interfering with his peaceful possession and enjoyment of the suit properties and for costs.

2. Amended Plaint in brief (O.S No. 72/2015):

Suit property belonged to the 1st defendant, having purchased the same under a registered sale deed dated 27.11.1981. She along with her husband Thulasidoss executed a will dated 30.07.1998 in respect of suit properties and other properties in favour of 2nd defendant. Thulasidoss died on 07.10.2007. So, the said will did not come into effect in respect of suit properties. The 2nd defendant is the beneficiary under the said will dated 30.07.1998 executed by 1st defendant and Thulasidoss.

Defendants 1 and 2 incurred debts with plaintiff to the tune of the Rs.1,00,000/- in the year 2002 for their family expenses. The 1st defendant delivered possession of the suit properties to the plaintiff in lieu of interest in the year 2002 and since then plaintiff is cultivating the suit properties. The defendants 1 and 2 could not repay the said debt. They under the sale agreement dated 11.11.2011 agreed to sell the suit properties to plaintiff for consideration of Rs. 1,00,000/- already received by both of them in the year 2002 as debt. Plaintiff continued to be in possession of suit properties. But the possession was not mentioned in the suit sale agreement dated 11.11.2011 due to clerical omission. The defendants 1 and 2 never took back possession of the suit properties from plaintiff, even after the suit sale agreement dated 11.11.2011. The defendants 1 and 2 agreed to execute the sale deed after obtaining the Patta in the name of 2nd defendant. The time is not the essence of contract. The plaintiff is always ready and willing to perform his part of the contract in getting the sale deed. He several times approached the defendants 1 and 2 to execute and registered the sale deed, but both of them were evading under one pretext or other.

Plaintiff came to know that 3rd defendant has brought about registered settlement deed dated 02.05.2013 from 1st defendant in respect of suit properties knowing fully well about the suit sale agreement dated 11.11.2011 to plaintiff and possession of the suit properties with plaintiff. Such alleged settlement deed dated 02.05.2013 to 3rd defendant by 1st defendant is a collusive transaction and will not bind the plaintiff as defendants 1 and 2 agreed to sell the suit properties to plaintiff. 3rd defendant never entered possession of suit properties. The plaintiff understands that there is interse dispute between defendants 1 to 3 leading to several litigations. Under such pretext of the litigations the defendants 1 and 2 were evading to execute and register the sale deed in favour of plaintiff in pursuance of the suit sale agreement dated 11.11.2011, even though the plaintiff is ready and willing to perform his part of the contract.

The 3rd defendant has full knowledge of the suit sale agreement dated 11.11.2011 to plaintiff by defendants 1 and 2 and the suit lands are in possession of plaintiff even on the date of alleged settlement deed dated 02.05.2013. 3rd defendant is not a bonafide transferee in respect of the suit properties. The 3rd defendant is bound to execute and register the sale deed to plaintiff in respect of suit properties under law. The defendant is working as medical practitioner in Government Hospital Kodaikkanal and never came near the suit properties. The plaintiff ploughed the suit properties with tractor for raising ponni paddy crops over them. Suit properties are wet lands irrigated with well water by the plaintiff. The suit properties are irrigated with lake water during rainy season. Due to failure of monsoon the lake is dried up. The 3rd defendant is attempting to interfere with the plaintiff's peaceful possession and enjoyment of the suit properties. The 3rd defendant on 04.09.2015 sent his henchmen rowdies during night hours and attempted to interfere with plaintiff's peaceful possession and enjoyment of the suit properties which was resisted by plaintiff. The plaintiff also gave complaint to Sub-Inspector Police, Chithamur on 05.09.2015. The

police is investigating. The plaintiff still in possession and enjoyment of the suit properties.

Plaintiff issued lawyer notice dated 09.09.2015 calling upon the defendants 1 to 3 to specify the date and time that they will be available at Sub-registrar office at Cheyyur for execution and registration of the sale deed in respect of the suit properties in favour of him and not to interfere with his peaceful possession and enjoyment of the suit properties. The said lawyer notice was served on defendants 1 and 2 and notice to 3rd defendant returned as no such addressee. The 3rd defendant is the permanent resident of Porur village, Cheyyur Taluk. Hence the lawyer notice is evaded by 3rd defendant. The 1st defendant did not issue any reply. The 2nd defendant issued a reply dated 05.09.2015 admitting the suit sale agreement dated 11.11.2011, possession of the suit lands with plaintiff and expressed his inability to execute and register the sale deed to plaintiff.

The 1st defendant is the mother of 2nd defendant. The 3rd defendant is the grandson of 1st defendant and son of 2nd defendant. The plaintiff was expecting a reply from the 1st defendant. But she did not issue any reply. The plaintiff after obtaining encumbrance certificate through online on 04.10.2015 came to know that the 3rd defendant brought about a registered mortgage deed dated 18.07.2013 in the name of Kumuthavalli, mortgaging the suit lands for Rs. 2,00,000/- and also brought about a receipt dated 28.09.2015 as though discharging the said mortgage by him to Kumuthavalli. Those alleged transaction are collusive and not supported by consideration and not bonafide

The mother of 3rd defendant namely Shanthi is acting against the interest of plaintiff in convenience with her son Sridhar, the 3rd defendant. The said Kumuthavalli is the elder sister of Shanthi. Kumuthavalli's husband Muthu Narayanan is master minding against the plaintiff and brought about the alleged mortgage deed and the alleged receipt. Those mortgage deed dated 18.07.2013 and receipt dated 28.09.2015 is a collusive transaction without any consideration with a view to

deprive the plaintiff from enforcing the suit sale agreement. The 4th defendant Vedavalli is the younger sister of both Shanthi and Kumuthaavalli. 3rd defendant brought about a registered sale deed dated 28.09.2015 in the name of 4th defendant Vedavalli in such collusion with Muthu Saravanan, his wife Kumuthavalli. Shanthi and his friends and partisans. The alleged sale deed dated 28.09.2015 is not a bonafide transaction much less for value. It is a secrete document to scheme and deprive the plaintiff from enforcing the suit sale agreement against them that to alter lawyer notice dated 09.09.2015 to defendants 1 to 3. As the settlement deed dated 02.05.2013 and sale deed dated 28.09.2015 are not a bonafide, the defendants 3 and 4 are not entitled to protection under law. Both the defendants 3 and 4 know full well about the suit sale agreement dated 11.11.2011 to plaintiff by defendants 1 and 2 and cultivation of the suit lands by plaintiff on the date of alleged sale deed dated 28.09.2015. The 4th defendant is residing at Nanganallur and never came near the suit properties. The alleged sale deed dated 28.09.2015 is not binding on the plaintiff's right to get the sale deed executed and registered in his favour in respect of the suit properties. The 4th defendant is bound to execute and register sale deed to plaintiff in respect of suit properties under law. The suit lands of still in possession of plaintiff. He has ploughed for transplanting paddy crops over the suit lands. The defendants 1 to 4 joining together are attempting to interfere with plaintiff's peaceful possession and enjoyment of the suit properties. On such attempt by them on 14.10.2015 is successfully resisted by plaintiff. Hence the suit.

During pendency of the suit the 2nd defendant Lakshmipathy was died on 28.09.2019 leaving behind his wife Shanthi, and his son Sridhar as his legal heirs. The above said Sridhar was already on record in the suit as 3rd defendant in the above suit. Hence the above said Shanthi impleaded in this suit for proper adjudication. During pendency of the suit the 1st defendant Baby Saraswathi ammal was died on 30.12.2024 leaving behind his sons deceased Lakshmipathy and Raghupathy as her legal heirs. The above said Lakshmipathy's legal heirs namely Sridhar and Shanthi

were already on record as defendants 3 and 5 in this case. The above said Raghupathy is bound to execute the sale deed in favour of plaintiff along with other defendants. Hence the said Raghupathy is impleaded as 6th defendant in the suit for proper adjudication.

Hence the plaintiff files the suit for specific performance of contract directing the defendants to execute and register the sale deed in respect of the suit properties within time to be specified by this court and in default through court, for permanent injunction restraining the defendants their men, servants, and agents from interfering with his peaceful possession and enjoyment of the suit properties and for costs.

3. The averments in the written statement filed by the 1st defendant in brief (O.S No. 72/2015):

The 1st defendant deny the allegation set out in the plaint. It is true that the 1st defendant is the owner of the suit properties and that the 1st defendant along with her husband Thulasidoss executed a Will dated 30.07.1998 in respect of the suit properties and other properties in favour of the 2nd defendant and that the Thulasidoss Reddiar died on 07.10.2007 and that the Will dated 30.07.1998 did not come into effect in respect of the suit properties.

Absolutely there was no financial crisis in the family of 1st defendant at any point of time. The entire villagers and neighbouring village people know about the financial worthiness of the family of the 1st defendant. The 1st defendant belongs to landlords owning several acres of landed property. The allegations that she along with the 2nd defendant incurred debt is nothing but false and without any basis and the plaintiff has averred the same with ulterior motives. The 2nd defendant is her son. But the 2nd defendant is in collusion with the plaintiff and has been planning to usurp the properties of the 1st defendant by hooks and crooks and thereby wants to cheat the 1st defendant. Hence there are differences of opinion and misunderstandings between the 1st defendant and the 2nd defendant and they do not speak with each other for a very

long time. 2nd defendant is no way connected to the suit properties and he cannot be a necessary party to the alleged suit sale agreement. The involvement of the 2nd defendant in the alleged sale agreement would amply prove that the 2nd defendant in collusion with the plaintiff has created the alleged sale agreement in order to grab the property of the 1st defendant. The 2nd defendant is the mastermind of the suit and has given reply notice in favour of the plaintiff. The 1st defendant would not have executed the settlement deed in favour of the 3rd defendant if she had entered into the alleged sale agreement with the plaintiff. She never handed over possession of the suit properties to the plaintiff or to any one including the 2nd defendant. She apprehends that the 2nd defendant in collusion with the plaintiff has created the sham and nominal sale agreement dated 11.11.2011 in order to grab the properties of the 1st defendant. She never signed the alleged sale agreement dated 11.11.2011. The 2nd defendant is capable of putting the 1st defendant's signature. Alleged clerical omission would amply prove that the plaintiff, in collusion with the 2nd defendant, has created the sham and nominal sale agreement. Suit sale agreement is admittedly an unregistered document. Plaintiff has created the sale agreement in the year 2011, since the amendment Act of 2012 came into force thereafter.

Suit property was purchased by the 1st defendant for valid sale consideration from Akkammal and another in and by a registered sale deed dated 27.11.1981. She was in absolute ownership and peaceful possession and enjoyment of the property from the date of her purchase till 02.05.2013 when she executed a registered settlement deed dated 02.05.2013 in favour of her grandson namely the 3rd defendant. The settlement deed was acted upon and the 3rd defendant took physical possession of the suit properties. 3rd defendant is in absolute ownership and peaceful possession and enjoyment of the suit property from the date of settlement deed dated 02.05.2013. The revenue records are mutated in the name of the 3rd defendant. The government conducted enquiry and recognized the ownership of the 3rd defendant and granted patta No. 996 in his name.

The defendant is permanently residing in her house in Porur village. 2nd defendant is living separately in the said Porur village. Defendant never received any legal notice dated 09.09.2015 as alleged by the plaintiff. The plaintiff in collusion with the 2nd defendant has issued the alleged legal notice dated 09.09.2015 as if the defendants 1 and 2 entered into a sale agreement. The 2nd defendant has always been trying to grab the properties of the 1st defendant. 1st defendant apprehends that the 2nd defendant would have put the 1st defendant's signature and received the alleged legal notice dated 09.09.2016. The alleged issuance of reply notice dated 15.09.2015 by the 2nd defendant alone without his consultation with the 1st defendant would amply prove that the 2nd defendant is colluding with the plaintiff to grab the properties from the 1st defendant. The 3rd defendant is the son of 2nd defendant. The 3rd defendant and his mother (Shanthi) know the evil attitudes of the 2nd defendant and hence he along with his mother are not in good terms with his own father. Now the 2nd defendant is not residing along with the 3rd defendant. The 2nd defendant does not know the whereabouts of his own son (3rd defendant) would amply prove the strained relationship between the 2nd defendant and the 3rd defendant. The 3rd defendant continues to be very affectionate towards the 1st defendant and in turn the 1st defendant is very much affectionate towards the grandson (3rd defendant). Hence the 1st defendant executed the settlement deed dated 02.05.2013 in favour of the 3rd defendant wherein the 1st defendant settled the suit properties in favour of the 3rd defendant. The 2nd defendant has no love or affection towards the 1st defendant at any point of time. The entire villagers including the plaintiff and the 2nd defendant know about the settlement deed dated 02.05.2013 executed by the 1st defendant in favour of the 3rd defendant.

The defendant is unaware of any mortgage deed dated 18.07.2013 executed by the 3rd defendant in favour of Kumudhavalli wherein he mortgaged the suit properties for Rs. 2,00,000/- and also a receipt dated 28.09.2015 discharging the said mortgage. The 3rd defendant became the absolute owner of the suit properties after the

execution and coming into effect of the settlement deed dated 02.05.2013. In such circumstances, the 3rd defendant is entitled to deal with the property in any way he wishes.

Defendant is not aware of any of the transactions between 3rd defendant either with Kumudhavalli or with any other person including the 4th defendant. There are absolutely no merits in the suit filed by the plaintiff. The suit is barred by limitation. There is no cause of action for the suit. The suit has not been valued properly and necessary court fee has not been paid. The suit filed by the plaintiff is bad for non-joinder and mis-joinder of necessary parties. The plaintiff has suppressed all material facts and has not come to this Court with clean hands and thus not entitled to any reliefs. Hence this suit is liable to be dismissed with exemplary costs under Section 35A of CPC.

4. The averments in the written statement filed by the 2nd Defendant in brief (O.S No. 72/2015):

The suit properties belonged to his mother, the 1st defendant. She purchased them under registered sale deed dated 27.11.1981 from Akkammal. The father of this 2nd defendant is Thulasidoss. Both the 1st defendant and Thulasidoss under registered will dated 30.07.1998 bequeathed their properties in favour of 2nd defendant. This is a family arrangement. Thulasidoss died on 07.10.2007. As per bequest contained in the said will dated 30.07.1998, the 2nd defendant will get right in the suit properties only after the death of 1st defendant.

He and 1st defendant in the year 2002 received a sum of Rs. 1,00,000.00 from the plaintiff and delivered possession of suit properties to plaintiff to cultivate them in lieu of interest. Ever since from 2002, the plaintiff is in possession of the suit property. Since the said amount of Rs.1,00,000/- received in the year 2002 could not be repaid by the defendants 1 and 2, they executed the suit sale agreement to plaintiff. The plaintiff continues to enjoy the suit properties even after the suit sale agreement dated 11.11.2011. There is no time fixed in the suit sale agreement for performance.

The plaintiff several times approached the defendants 1 and 2 to execute and register the sale deed in pursuance of the suit sale agreement. The 2nd defendant and his mother the 1st defendant were giving words to plaintiff for execution and registration of the sale deed to plaintiff.

The 3rd defendant is the son of 2nd defendant. All of sudden the 3rd defendant has brought about a registered settlement deed dated 02.05.2013 from 1st defendant. The alleged settlement deed is not only in respect of the suit properties but also contain properties bequeathed to this 2nd defendant by his father Thulasidoss under registered will dated 30.07.1998. The 1st defendant is incompetent to execute any registered settlement deed in respect properties bequeathed by the father Thulasidoss to this 2nd defendant. Since the suit properties are in possession of plaintiff, the 1st defendant cannot execute any settlement deed in favour of the 3rd defendant and the alleged settlement deed has not come into force nor acted upon. Since the properties were registered in the name of 3rd defendant, this 2nd defendant could not execute and registered sale deed to plaintiff. There are litigations pending between this 2nd defendant and his son 3rd defendant and there is no contact between this 2nd defendant with 3rd defendant and hence the 2nd defendant could not come to Sub Registrar's Office along with defendants 1 and 3 to execute and register sale deed in respect of suit properties to plaintiff. This 2nd defendant is not aware of the sale deed to 4th defendant by 3rd defendant. The suit properties are in still in possession of plaintiff. For the lawyer notice of plaintiff dated 09.09.2015, this 2nd defendant issued a suitable reply dated 15.09.2015 to plaintiff's counsel.

That there is misunderstandings between him and other defendants 1, 3 and 4 who are colluding among them against this 2nd defendant. The 2nd defendant is not interested in any other allegations contained in paragraphs 3 to 9 of the plaint which are not traversed in detail above. The 2nd defendant therefore prays that the suit be decided accordingly.

5. The averments in the written statement filed by the 3rd Defendant in brief (O.S No. 72/2015):

The 3rd defendant denies the allegations set out in the plaint. It is true that the 1st defendant is the absolute owner of the suit properties and that she along with her husband Thulasidoss executed a Will dated 30.07.1998 in respect of the suit properties and other properties in favour of the 2nd defendant. It is also true that the said Thulasidoss died on 07.10.2007 leaving behind the 1st defendant. It is also true that the Will dated 30.07.1998 did not come into effect in respect of the suit properties as admitted by the plaintiff.

The 1st defendant was in absolute ownership and peaceful possession and enjoyment of the property from the date of her purchase till 02.05.2013 when she executed a registered settlement deed dated 02.05.2013 in favour of this defendant. The settlement deed dated 02.05.2013 was acted upon and the 3rd defendant took physical possession of the suit properties. He was in absolute ownership and peaceful possession and enjoyment of the suit property from the date of settlement deed dated 02.05.2013. The revenue records are mutated in the name of the 3rd defendant. The government conducted enquiry and recognized the ownership of the 3rd defendant and granted patta No. 996 in his name.

This defendant never received any legal notice as alleged by the plaintiff. Hence the question of not-issuing reply does not arise. Plaintiff in collusion with the 2nd defendant might have issued the alleged legal notice dated 09.09.2015. The 2nd defendant has always been greedy and trying to grab the properties of the 1st defendant and hence would have given a reply as if admitting the contentions of the legal notice. The 3rd defendant is the son of 2nd defendant. He (3rd defendant) and his mother (Shanthi) know the evil attitudes of the 2nd defendant and hence he along with his mother are not in good terms with the 2nd defendant. The 2nd defendant does not know the whereabouts of his own son would amply prove the strained relationship between the 2nd defendant and the 3rd defendant. He and the 1st defendant are

affectionate with each other and hence the 1st defendant executed the settlement deed dated 02.05.2013 in favour of the 3rd defendant wherein the 1st defendant settled the suit properties in favour of the 3rd defendant. The 2nd defendant had no love or affection towards his wife Shanthi, his son (3rd defendant) and mother (1st defendant) at any point of time. The entire villagers including the plaintiff and the 2nd defendant know about the settlement deed dated 02.05.2013 executed by the 1st defendant in favour of the 3rd defendant.

It is true that this defendant mortgaged the suit properties in favour of Kumudhavalli in and by a registered mortgage deed dated 18.07.2013 and borrowed Rs. 2,00,000/- to meet his personal needs. It is also true that the 3rd defendant repaid the loan amount together with interest. It is also true that the said Kumudhavalli executed a registered receipt dated 28.09.2015. The 3rd defendant became the absolute owner of the suit properties after the execution and coming into effect of the settlement deed dated 02.05.2013. The 3rd defendant is entitled to deal with the property in any way he wants to.

It is true that the mother of 3rd defendant is Shanthi. Plaintiff is a stranger and no way connected to the 3rd defendant or his mother Shanthi. The 3rd defendant and his Mother Shanthi are not in good terms with 3rd defendant's father (2nd defendant) for a long time and have been living separated from him. It is true that Kumudahavalli is the elder sister of Shanthi and the wife of Muthu Narayanan.

This defendant sold the suit property for valid sale consideration in favour of the 4th defendant (Vedhavalli) in and by a registered sale deed dated 28.09.2015. The sale deed dated 28.09.2015 was acted upon and the 3rd defendant handed over the possession to the 4th defendant and the 4th defendant took possession over the suit property and is in absolute ownership and peaceful possession and enjoyment of the suit property. The 4th defendant (Vedhavalli) is in absolute ownership and peaceful possession and enjoyment of the suit property. There is no merits in the suit filed by the plaintiff. There is no cause of action for the suit. The suit has not been valued

properly and necessary court fee has not been paid. The suit filed by the plaintiff is bad for non-joinder and mis-joinder of necessary parties.

Plaintiff has suppressed all material facts and has not come to this Court with clean hands and thus not entitled to any reliefs. Hence this suit is liable to be dismissed with exemplary costs under Section 35A of CPC.

6. The averments in the written statement filed by the 4th Defendant in brief (O.S No. 72/2015):

The 4th defendant denies the allegation set out in the plaint. It is true that the 1st defendant is the owner of the suit properties, that she along with her husband Thulasidoss executed a Will dated 30.07.1998 in respect of the suit properties and other properties in favour of the 2nd defendant, that Thulasidoss died on 07.10.2007 and that the Will dated 30.07.1998 did not come into effect in respect of the suit properties are true and the same.

This defendant is not aware of any agreement of sale alleged to have been executed by the defendants 1 and 2 in favour of the plaintiff. 1st defendant as absolute owner settled the suit properties to her grand son namely the 3rd defendant under a registered settlement deed dated 02.05.2013. The settlement deed dated 02.05.2013 was acted upon and the 3rd defendant took physical possession of the suit properties and was in absolute ownership and peaceful possession and enjoyment of the suit property from the date of settlement deed. The revenue records were mutated in the name of the 3rd defendant. The government conducted enquiry and recognized the ownership of the 3rd defendant and granted patta No. 996 in his name.

This defendant purchased the suit property from the 3rd defendant for valid sale consideration under a registered sale deed dated 28.09.2015. She is in absolute ownership and peaceful possession and enjoyment of the suit property from the date of purchase without any interference or hindrance. The revenue records were mutated in her name and the government conducted enquiry and recognized the ownership of the 4th defendant and granted patta No. 1114 in her name. She is in absolute

ownership and peaceful possession and enjoyment of the suit property till date. The plaintiff is very well aware of the purchase by the 1st defendant and the execution of the settlement deed by the 1st defendant in favour of the 3rd defendant and the sale deed executed by the 3rd defendant in favour of this defendant.

Plaintiff herein along with his henchmen attempted to interfere with the 4th defendant's peaceful possession and enjoyment of the suit property on 05.12.2015 and the same was successfully prevented by the 4th defendant and her villagers. Hence the 4th defendant filed a suit against the plaintiff herein in O.S. No. 351 of 2015 on the file of the District Munsiff Court, Maduranthakam for the relief of declaration of her title to the suit property and consequential decree of permanent injunction restraining the plaintiff herein, his men, agents, servants, representatives or any other person acting on behalf of the defendant from in any way interfering with her peaceful possession and enjoyment of the suit property and for costs. She took out an application in I.A. No. 2214 of 2015 for grant of an order of temporary injunction restraining the plaintiff herein, his men, agents, servants, representatives or any other person acting on his behalf in any way interfering with the 4th defendant's peaceful possession and enjoyment of the suit property till the disposal of the suit in O.S. No. 351 of 2015 and for costs. Plaintiff herein entered appearance and contested the said injunction application. The I.A. No. 2214 of 2015 filed by the 4th defendant against the plaintiff herein was allowed by the District Munsiff, Maduranthakam by order dated 18.07.2016. Plaintiff has not preferred any appeal against the above said orders. There is absolutely no merits in the suit filed by the plaintiff. There is no cause of action for the suit. The suit has not been valued properly and necessary court fee has not been paid. The suit filed by the plaintiff is bad for non-joinder and mis-joinder of necessary parties.

Plaintiff has suppressed all material facts and has not come to the Hon'ble Court with clean hands and thus not entitled to any relief(s). Hence this suit is liable to be dismissed with exemplary costs under Section 35A of CPC.

7. The averments in the written statement filed by the 5th Defendant in brief (O.S No. 72/2015):

The 5th defendant deny the allegation set out in the plaint. It is true that the 1st defendant is the absolute owner of the suit properties, that 1st defendant along with her husband Thulasidoss executed a Will dated 30.07.1998 in respect of the suit properties and other properties in favour of his deceased husband Lakshmipathy (the 2nd defendant). It is also true that the said Thulasidoss Reddiar died on 07.10.2007 leaving behind the 1st defendant. It is also true that the Will dated 30.07.1998 did not come into effect as admitted by the plaintiff.

The 1st defendant is her mother in law. 1st defendant was in absolute ownership and peaceful possession and enjoyment of the property from the date of her purchase till 02.05.2013 when she executed a registered settlement deed dated 02.05.2013 in favour of her grandson Dr.L.Sridhar (3rd defendant herein). The 3rd defendant namely Dr.L.Sridhar is the son of 5th defendant and deceased 2nd defendant Lakshmipathy. The settlement deed dated 02.05.2013 executed by the 1st defendant in favour of the 3rd defendant was acted upon and the 3rd defendant took physical possession of the suit properties. The 3rd defendant was in absolute ownership and peaceful possession and enjoyment of the suit property from the date of settlement deed dated 02.05.2013. The revenue records are mutated in the name of the 3rd defendant. The government conducted enquiry and recognized the ownership of the 3rd defendant and granted patta No. 5th 996 in his name.

The 2nd defendant was always very greedy and tried to grab the properties of the 1st defendant. Defendants 1, 3 and 5 know the evil attitudes of the deceased 2nd defendant and hence the 5th defendant along with her son Sridhar are not in good terms with the 2nd defendant. The deceased 2nd defendant used to draw well and hence used to copy the signatures of anyone. The 2nd defendant does not know the whereabouts of his own son would amply prove the strained relationship between the 2nd defendant and the 3rd defendant. The 3rd defendant and the 1st defendant are

affectionate to each other and hence the 1st defendant executed the settlement deed dated 02.05.2013 in favour of the 3rd defendant wherein the 1st defendant settled the suit properties in favour of the 3rd defendant. The 2nd defendant had no love or affection towards this 5th respondent, his son (3rd defendant) and mother (1st defendant) at any point of time. The entire villagers including the plaintiff and the 2nd defendant know about the settlement deed dated 02.05.2013 executed by the 1st defendant in favour of the 3rd defendant.

She is aware of the execution of the mortgage of the suit properties by the 3rd defendant in favour of Kumudhavalli in and by a registered mortgage deed dated 18.07.2013 (Doc. No. 2766 of 2013, SRO, Cheyyur) and borrowed Rs. 2,00,000/- to meet his personal needs. She is also aware of the fact that the 3rd defendant repaid the loan amount together with interest. She is aware of the fact that the said Kumudhavalli executed a registered receipt dated 28.09.2015. The 3rd defendant became the absolute owner of the suit properties after the execution and coming into effect of the settlement deed dated 02.05.2013.

It is true that she is the mother of 3rd defendant. But the allegations that the said Shanthi is acting against the interest of plaintiff in connivance with her son (3rd defendant) is specifically denied as utter false and without any basis and the plaintiff is put to the strict proof of the same. Plaintiff is a stranger and no way connected to the 3rd defendant or 5th defendant. She and the 3rd defendant were not in good terms with the deceased 2nd defendant for a long time and have been living separated from the 2nd defendant. It is true that Kumudahavalli is the elder sister of 5th defendant and the wife of Muthu Narayanan. It is the plaintiff who wants to grab the suit properties based on a sham and nominal unregistered document styled as Sale agreement.

She is aware of the fact that the 3rd defendant sold the suit property for valid sale consideration in favour of the 4th defendant (Vedhavalli) in and by a registered sale deed dated 28.09.2015. The 5th defendant is very well aware of the fact that the sale deed dated 28.09.2015 was acted upon and the 3rd defendant handed over the

possession to the 4th defendant and the 4th defendant took over the suit property and is in absolute ownership and peaceful possession and enjoyment of the suit property.

The 4th defendant (Vedhavalli) is in absolute ownership and peaceful possession and enjoyment of the suit property. There are absolutely no merits in the suit filed by the plaintiff. There is no cause of action for the suit. The suit is barred by limitation. The suit has not been valued properly and necessary court fee has not been paid. The 5th defendant further states that the suit filed by the plaintiff is bad for non-joinder and mis-joinder of necessary parties.

Plaintiff has suppressed all material facts and has not come to the Court with clean hands and thus not entitled to any reliefs. Hence this suit is liable to be dismissed with exemplary costs under Section 35A of CPC.

8. The averments in the written statement filed by the 6th Defendant in brief (O.S No. 72/2015):

The 1st defendant Baby Saraswathi is the mother of the 6th defendant. Suit property absolutely belongs to the 1st defendant and that the 1st defendant and her husband namely Thulasidas, executed a Will dated 30.07.1998 in respect of the suit property in favour of the 2nd defendant. Thulasidas died on 07.10.2007. Suit property is the self-acquired property of the 1st defendant, having been purchased by her under a sale deed dated 27.11.1981 from Akkammal and another person. Therefore, the aforesaid Will did not come into effect in respect of the suit property. However, as per the Will dated 30.07.1998 executed by the 1st defendant and her husband Thulasidas, this defendant and the 2nd defendant are beneficiaries.

The 1st defendant and the 2nd defendant borrowed a sum of Rs.1,00,000/- from the plaintiff Padmanaban in the year 2002 for family expenses. At that time, towards interest for the said loan, the suit property was handed over to the plaintiff for his enjoyment and possession. From that date onwards, the plaintiff has been cultivating and enjoying the suit property. Since defendants 1 and 2 were unable to repay the said loan amount and interest to the plaintiff, they executed a sale agreement dated

11.11.2011 in favour of the plaintiff agreeing to sell the suit property for the said sum of Rs.1,00,000/-.

Though the plaintiff had already been in possession and enjoyment of the suit property even prior to the sale agreement, the same was inadvertently omitted to be mentioned in the sale agreement dated 11.11.2011. Even after execution of the sale agreement, they never took possession of the suit property and thereafter also the plaintiff alone has been continuously enjoying the suit property. Defendants 1 and 2 agreed to execute the sale deed in favour of the plaintiff after transfer of patta in the name of the 2nd defendant. Time is not the essence of the contract. The plaintiff has always been ready and willing to get the sale deed executed and registered in his favour in terms of the agreement. The plaintiff approached defendants 1 and 2 on several occasions requesting them to execute and register the sale deed in his favour as per the agreement, but they postponed the same by assigning one reason or another. Even now, the plaintiff is ready and willing to get the sale deed executed and registered in his favour. Further, this defendant and one Sivakumar have signed as attesting witnesses in the sale agreement dated 11.11.2011 executed by defendants 1 and 2 in favour of the plaintiff.

The 3rd defendant Sridhar obtained a registered settlement deed dated 02.05.2013 through the 1st defendant in respect of the suit property, which came to the knowledge of this defendant only later. Even though the 3rd defendant was fully aware that defendants 1 and 2 had already executed a sale agreement dated 11.11.2011 in favour of the plaintiff and that the plaintiff was in possession and enjoyment of the suit property, the 3rd defendant, with an intention to cheat the plaintiff, colluded with the 1st defendant and created the said settlement deed. The defendants 1 and 3, with fraudulent intention and by conspiracy, created the false settlement deed dated 02.05.2013, despite the earlier sale agreement executed in favour of the plaintiff. Therefore, the said settlement deed is invalid in law and not binding on the plaintiff

in any manner. The said settlement deed is not genuine and has never come into effect. At no point of time was the 3rd defendant in possession or enjoyment of the suit property covered under the settlement deed. Hence, the 3rd defendant has no lawful right over the suit property and he is not a bonafide transferee. Therefore, the 3rd defendant is legally bound to execute the sale deed in favour of the plaintiff in respect of the suit property.

The 3rd defendant is working as a Doctor in the Government Hospital at Kodaikanal. He has never visited or enjoyed the suit property at any point of time. The plaintiff has been cultivating and enjoying the suit property by ploughing the land using a tractor and raising Ponni paddy crops. The suit properties are wet agricultural lands. The plaintiff has been irrigating the suit lands using water drawn from his own well situated adjacent to the suit property and also by using water received from the lake during rainy seasons. The 3rd defendant has been attempting to interfere with the plaintiff's possession and enjoyment of the suit property. The plaintiff has been continuously enjoying the suit property pursuant to the sale agreement dated 11.11.2011 executed by defendants 1 and 2. Therefore, this 6th defendant has no objection in granting a decree as prayed for by the plaintiff in the suit.

O.S No. 83/2017

Plaintiff files the suit to declare her title to the suit properties, for permanent injunction restraining the defendant his men, agents, servants, representatives or any other person acting on behalf of the defendant from in any way interfering with her peaceful possession and enjoyment of the same and for cost.

9. *Plaint in brief (O.S No. 83/2017):*

Suit properties belonged to Baby Saraswathy ammal, having purchased the same under a registered sale deed dated 27.11.1981. She was in possession and enjoyment of the same. She settled the same in favour of her grand son namely

Sridhar under a registered settlement deed dated 02.05.2013 and delivered possession of the same. Sridhar was in absolute ownership and peaceful possession and enjoyment of the same. He even mortgaged the suit property and obtained loan and later redeemed it. Government also granted patta in the name of Sridhar in patta No. 996. Sridhar sold the suit properties to the plaintiff under a registered sale deed dated 28.09.2015. Plaintiff has been in absolute ownership and peaceful possession and enjoyment of the suit property from the date of purchase without any interference or hindrance. The plaintiff has applied for the mutation of revenue records.

Defendant is a total stranger to the suit properties. He does not have any right, title or interest over the suit property. The defendant, without any right, title or interest over the suit property is casting clouds over the title of the plaintiff over the suit property. Moreover the defendant along with his henchmen is attempting to interfere with the plaintiff's peaceful possession and enjoyment of the suit property. In fact, one such attempt was made on 05.12.2015 when the defendant and interfered with the plaintiffs' peaceful possession and enjoyment of the suit property and the same was successfully prevented by the plaintiff and her villagers. The defendant is a man of money and muscle power. The plaintiff apprehends that the defendant may renew his attempt.

Hence the plaintiff files this suit for declaration of her title to the suit properties, for permanent injunction restraining the defendant his men, agents, servants, representatives or any other person acting on behalf of the defendant from in any way interfering with her peaceful possession and enjoyment of the suit property and for cost.

10. The averments in the written statement filed by the defendant in brief (O.S No. 83/2017):

The defendant deny the allegations set out in the plaint. Suit properties belonged to Baby Saraswathy, having purchased the same under registered sale deed dated 27.11.1981. She along with her husband Thulasidoss executed a will dated

30.07.1998 in respect of suit properties and other properties in favour of their son Lakshmipathy. Thulasidoss died on 07.10.2007. Said will did not come in to effect in respect of the suit properties and bequeathed to Lakshmipathy. The said Lakshmipathy is the beneficiary under the said will dated 30.07.1998 by Baby Saraswathy and Thulasidoss.

Both Baby Saraswathy and Lakshmipathy incurred debts with defendant to the tune of the Rs.1,00,000/- in the year 2002 for their family expenses. Baby Saraswathy delivered possession of the suit properties to defendant in lieu of interest in the year 2002 and since then defendant is cultivating the suit properties. Both Baby Saraswathy and Lakshmipathy could not repay the said debt. They under sale agreement dated 11.11.2011 agreed to sell the suit properties to defendant for sale consideration of Rs.1,00,000/- already received by both of them in the year 2002 as debt.

The defendant continues to be in possession of suit properties since the date of the sale agreement dated 11.11.2011. Such continuation of possession was not mentioned in the suit sale agreement dated 11.11.2011 by clerical omission. Both Baby Saraswathy and Lakshmipathy never took back possession of the suit properties from the defendant even after the sale agreement dated 11.11.2011. Both Baby Saraswathy and Lakshmipathy agreed to execute the sale deed after obtaining the patta in the name of Lakshmipathy. The time is not the essence of contract. The defendant is always ready and willing to perform his part of the contract in getting the sale deed duly executed from Baby Saraswathy and Lakshmipathy in pursuance of the suit sale agreement dated 11.11.2011 and get the sale deed registered in his name. The defendant several times approached Baby Saraswathy and Lakshmipathy to execute and register the sale deed, but both of them were evading under one pretext or other. The defendant is always and still ready and willing to get sale deed registered in his name.

Paternal grandson of Baby Saraswathy is Sridhar. The defendant came to know that Sridhar has brought about registered settlement deed dated 02.05.2013 from Baby Saraswathy in respect of suit properties knowing full well about the sale agree-

ment dated 11.11.2011 to defendant and possession of the suit properties with defendant. Such alleged settlement deed dated 02.05.2013 to Sridhar by Baby Saraswathy is a collusive transaction and will not bind the defendant as both Baby Saraswathy and Lakshmipathy agreed to sell the suit properties to defendant under the sale agreement deed dated 11.11.2011. Such alleged settlement deed will not affect the right of defendant to get the sale deed registered in his favour.

Sridhar never entered possession of the suit properties in possession of defendant. The defendant understands that there is inter se dispute between Baby Saraswathy, Lakshmipathy and Sridhar leading to several litigations among them. Under such pretext of the litigations, Baby Saraswathy and Lakshmipathy were evading to execute and register the sale deed in favour of defendant in pursuance of the said sale agreement dated 11.11.2011 even though the defendant is ready and willing to perform his part of the contract. Sridhar has full knowledge of the sale agreement dated 11.11.2011 to defendant by Baby Saraswathy and Lakshmipathy and the suit lands are in possession of defendant even on the date of alleged settlement deed dated 02.05.2013 and Sridhar is not a bonafide transferee in respect of the suit properties. Sridhar is bound to execute and register sale deed to plaintiff in respect of suit properties under law.

Sridhar is working as medical practitioner in government hospital at Kodaikanal and never came near the suit properties. The defendant ploughed the suit properties with tractor for raising ponni paddy crops over them. The suit properties are wet lands irrigated with well water of defendant in his adjacent land. The suit properties are irrigated with lake water during rainy season. Sridhar is attempting to interfere with defendant's peaceful possession and enjoyment of the suit properties. Sridhar on 04.09.2015 sent his men and rowdies during night hours and attempted to interfere with defendant's peaceful possession and enjoyment of the suit properties which was resisted by defendant. The defendant preferred a complaint to Sub Inspec-

tor of Police, Chithamur on 05.09.2015. The police is investigating. The defendant is still in possession and enjoyment of the suit properties.

The defendant issued a lawyer notice dated 09.09.2015 calling upon the Baby Saraswathy, Lakshmipathy and Sridhar to specify the date and time that they will be available at Sub Registrar's Office at Cheyyur for execution and registration of the sale deed in respect of the suit properties in favour of him and not to interfere with his peaceful possession and enjoyment of the suit schedule mentioned properties. The said lawyer notice was served on Baby Saraswathy and Lakshmipathy and notice to Sridhar returned as no such addressee. Sridhar is the permanent resident of Porur Village, Cheyyur Taluk. Hence the lawyer notice is evaded by Sridhar. Baby Saraswathy did not issue any reply. Lakshmipathy issued a reply dated 15.09.2015 admitting the sale agreement dated 11.11.2011 by him and Baby Saraswathy to defendant and possession of the suit lands with defendant and expressed his inability to execute and register the sale deed to defendant.

The defendant was expecting a reply from Baby Saraswathy. But she did not issue any reply. The defendant after obtaining encumbrance certificate through online on 04.10.2015 came to know that Sridhar has brought about a registered mortgage deed dated 18.07.2013 in the name of Kumuthavalli as though mortgaging the suit lands for Rs.2,00,000/- and also brought about a receipt dated 28.09.2015 as though discharging the said mortgage by him to Kumuthavalli. Those alleged transactions are collusive and not supported by consideration and not bonafide.

The mother of Sridhar is Shanthi. She is acting against the interest of defendant in convenience with her son Sridhar. Kumuthavalli is the elder sister of Shanthi. Kumuthavalli is married Muthu Narayanan of Neerpair Village and now residing at Nanganallur with her husband. Muthu Narayanan is master minding against the defendant and brought about the alleged mortgage deed and the alleged receipt. Those mortgage deed dated 18.07.2013 and receipt dated 28.09.2015 is a collusive transaction without any consideration with a view to deprive the defendant from enforcing the sale agree-

ment. Plaintiff is the younger sister of both Shanthi and Kumuthavalli. Sridhar brought about a registered sale deed dated 28.09.2015 in the name of plaintiff in such collusion and convenience with Muthu Narayanan, his wife of Kumuthavalli, Shanthi and his friends and partisans. The alleged sale deed dated 28.09.2015 is a collusive transaction and not supported by any consideration. The alleged sale deed dated 28.09.2015 is not a bonafide transaction much less for value. It is a secret document to scheme and deprive the defendant from enforcing the sale agreement against them long after the lawyer notice dated 09.09.2015 to Baby Saraswathy, Lakshmipathy and Sridhar by defendant.

As already submitted the alleged settlement deed dated 02.05.2013 to Sridhar by Baby Saraswathy is not a bonafide transaction. Similarly the alleged sale deed dated 28.09.2015 is only a perpetuation of collusive transaction and not a bonafide transaction and not supported by any consideration. Hence both Sridhar and plaintiff are not entitled to protection under law. Both Sridhar and plaintiff know full well about the sale agreement dated 11.11.2011 to defendant by Baby Saraswathy and Lakshmipathy and cultivation of the suit lands by defendant on the date of alleged sale deed dated 28.09.2015 and the plaintiff is not a bonafide transferee for value. The plaintiff is residing at Nanganallur and never came near the suit properties. The plaintiff is bound to execute and register sale deed to the defendant in respect of suit properties under law. The suit lands are still in possession of defendant. The defendant ploughed for transplanting paddy crops over the suit lands. The said Baby Saraswathy, Lakshmipathy, Sridhar and plaintiff joined together were attempting to interfere with defendant's peaceful possession and enjoyment of the suit properties. On such attempt by them on 14.10.2015 is successfully resisted by defendant. The defendant filed the suit against Baby Saraswathy, Lakshmipathy, Sridhar and plaintiff for specific performance of contract in O.S.No.72 of 2015 on the file of Sub Court, Maduranthakam and the same is pending. The plaintiff long after the filing of the

above suit with a view to circumvent and terrorise the plaintiff and bring him to some terms has filed the above suit with all sorts of false allegations.

The alleged purchase of the suit properties under alleged registered sale deed from Sridhar is not supported by consideration and with full knowledge of the sale agreement dated 11.11.2011. The plaintiff is not a bonafide transferee for value and not entitled to protection under law. The original registered sale deed dated 28.09.2015 is not filed with ulterior motive. The certified copy of sale deed dated 28.09.2015 is a secondary evidence and inadmissible under law.

The suit properties belonged to Baby Saraswathy is admitted. The original registered sale deed dated 27.11.1981 must be produced. Baby Saraswathy delivered possession of the suit properties to the defendant in the year 2002 in lieu of interest for the debt incurred by her and her son Lakshmipathy from the defendant to the tune of Rs.1,00,000/-. The alleged settlement deed dated 02.05.2013 is brought about by Sridhar with full knowledge of the sale agreement dated 11.11.2011 to defendant by Baby Saraswathy and Lakshmipathy and possession of the suit properties with defendant and not a bonafide transaction. The certified copy of settlement deed dated 02.05.2013 is a secondary evidence and inadmissible under law. The alleged patta to Sridhar is without notice to defendant and without any enquiry with the defendant or in the village and is in violation of principles of natural justice. Sridhar is working at Kodaikanal and never came near the suit properties. The adangal and chitta has no probative value. When the suit properties are in actual possession of defendant from the year 2002 to the knowledge of Sridhar and plaintiff those alleged revenue records does not prove possession.

The sale deed to plaintiff by Sridhar is not supported by any consideration and with full knowledge of the sale agreement dated 11.11.2011 to defendant by Baby Saraswathy and Lakshmipathy and possession of the suit properties with defendant. The alleged possession of plaintiff without any let and hindrance is false. The allegation that the plaintiff applied for mutation of patta would by itself shows that the patta

is not transferred to plaintiff and the plaintiff is not at all in possession of the suit properties and no possession was delivered to plaintiff by Sridhar. The alleged revenue records standing in the name of vendor of plaintiff is without notice to the defendant and without any enquiry with the defendant or in the village and invalid in law.

Defendant is not a stranger to the suit property. The defendant entered into agreement for sale with Baby Saraswathy and Lakshmipathy under sale agreement dated 11.11.2011 and is possession of the suit property from the year 2002 as submitted above. The defendant was delivered possession of the suit properties in the year 2002 by Baby Saraswathy and Lakshmipathy as submitted above is in lawful possession of the suit property has right to be in possession of the suit property under law. The allegation that the defendant is casting cloud over the title of plaintiff to the suit property is incorrect. The defendant submits that the plaintiff is not a bonafide transferee for value in respect of suit properties and has knowledge of the sale agreement dated 11.11.2011 to defendant by Baby Saraswathy and Lakshmipathy and the alleged sale deed to plaintiff is not supported by any consideration.

The defendant who is peaceful possession and enjoyment of the suit properties need not attempt to interfere with alleged possession of plaintiff. The plaintiff is not at all in possession of the suit property. The alleged attempted trespass by defendant on 05.12.2015 and successful prevention by plaintiff with the help of villagers are false. Such an allegation is made by plaintiff only for sustainability of the above suit. The defendant has meagre money only to cultivate the suit property and has no muscle power. On the other hand the plaintiff in active connivances with Sridhar, Shanthi and Muthu Narayanan brought rowdies to the suit properties, which was resisted by defendant and followed by police complaint by the defendant as submitted above show that plaintiff and her partisans has regard for law. The alleged apprehension by the plaintiff is false. As already submitted the defendant is in peaceful possession of the suit property need not attempt or renew the attempt of trespass. The plaintiff who

is not a bonafide transferee in respect of suit properties is not entitled to declaration of title. The plaintiff who is not at all in possession of the suit properties on the date of suit or earlier is not entitled to permanent injunction.

There is no cause of action for the suit. The suit is not properly valued and proper court fees not paid. The plaintiff is not entitled to declaration or permanent injunction or any of the reliefs sought for. The suit is highly vexatious and lacks all bonafides and merits.

Hence this suit is liable to be dismissed with compensatory costs under section 35A CPC.

11. Out of the divergent pleadings of the parties following issues were framed on 23.11.2023 in OS. 72/2015 and on 02.09.2016 in OS.83/2017.

12. Trial court settled the following issues on 23.11.2023 (O.S No. 72/2015):

1. Whether the 1st defendant has executed a sale agreement on 11.11.2011 for sale consideration of Rs.1,00,000/- which already received by the 1st defendant and his son in the year 2002 as debt?
2. Whether the plaintiff has ready and willing to perform his part of the contract?
3. Whether the plaintiff is entitled to get the relief of specific performance as claimed by the plaintiff?
4. Whether the plaintiff is entitled for the relief of permanent injunction as prayed in the plaint?
5. To what other reliefs the plaintiff is entitled?

13. Trial court settled the following issues on 02.09.2016 (O.S No. 83/2017):

1. Whether the plaintiff is the possession and enjoyment of schedule mentioned properties?

2. Whether the plaintiff is entitled for the declaration of title to the suit property?
3. Whether the plaintiff is entitled for permanent injunction against the defendant?
4. To what other relief the plaintiff is entitled for?

Both the suits O.S 72/2015 and O.S 83/2017 were tried jointly and evidence was taken in O.S 72/2015.

14. The plaintiff in O.S No. 72/2015 examined as Pw1, through him Exs. A1 to A10 were marked and he also examined one Raghupathy as Pw2 and one Kumarappa as Pw3 respectively. On the other side the 1st defendant in O.S 72/2015 was examined as Dw1, 3rd defendant in O.S No. 72/2015 is examined as Dw2 and no documentary evidence marked through them. The 4th defendant in O.S 72/2015 examined as Dw3 and through him Exhibits B1 to B8 marked and one S.Velpathy examined as Dw4.

15. As the issues framed in the above said suits were not in consonance with the pleadings and relief claimed, this court invoking the power under Order XIV Rule 5 Civil Procedure Code, strike out the issues already framed and recast the same.

16. Recast issues in O.S 72/2015:

1. Has the 2nd defendant had right over the suit properties to execute sale agreement in favour of plaintiff?
2. Whether the unregistered sale agreement dated 11.11.2011 executed by defendants 1 and 2 in favour of plaintiff is true and valid?
3. Is it true that the plaintiff was put in possession of the suit properties in the year 2002 by the defendants 1 and 2 in lieu of debt of Rs. 1,00,000.00 incurred by the defendants 1 and 2 in favour of the plaintiff and that the plaintiff is still in possession and enjoyment of the same?

4. Whether the plaintiff properly valued the suit and paid correct court fees?
5. Whether the plaintiff is entitled to the relief of specific performance of sale agreement dated 11.11.2011?
6. Whether the plaintiff is entitled to the relief of permanent injunction restraining the defendants from interfering with his possession and enjoyment of the suit properties?
7. To what other reliefs the plaintiff is entitled for?

17. Recast issues in O.S 83/2017:

1. Whether the plaintiff has title to the suit properties?
2. Whether the plaintiff is in possession and enjoyment of the suit properties?
3. Whether the plaintiff has properly valued the suit and paid correct court fees?
4. Whether the plaintiff is entitled to the relief of declaration of her title to the suit properties?
5. Whether the plaintiff is entitled to the relief of permanent injunction restraining the defendants from interfering with her possession and enjoyment of the suit properties?
6. To what other reliefs the plaintiff is entitled for?

18. No doubt that both parties already adduced sufficient evidence based upon the pleadings and issues recast now. There is no need or necessity arise to lead evidence in respect of recast issues. Hence, this court considering the cases pending for more

than **Eight** years and giving opportunity to parties to lead evidence in respect of recast issues is only a futile, proceeded to deliver judgment based upon the recast issues.

19. Recast Issue No. 1 (O.S No. 72/2015):

“ Has the 2nd defendant had right over the suit properties to execute sale agreement in favour of plaintiff?”

Admitted case of both parties that the suit properties belonged to 1st defendant, that the 1st defendant and her husband executed a will dated 30.07.1998 in favour of the 2nd defendant, that the husband of 1st died on 07.10.2007 and that the will dated 30.07.1998 didn't come into force.

Here the plaintiff claims that the 2nd defendant is only beneficiary under the said will. It is unable to fathom that how the 2nd defendant will be beneficiary under the will dated 30.07.1998, as plaintiff himself admitted that the suit properties exclusively belonged to the 1st defendant and that the will didn't come into force. Further more the 1st defendant was alive at the time of filing of suit. If it so, the 2nd defendant has no right over the suit properties.

It is the case of plaintiff that the defendants 1 and 2 borrowed money from him and hence both executed the unregistered sale agreement dated 11.11.2011, Ex A2 in favour of him. The defendants 1, 3 to 5 defend that the 2nd defendant had no right over the suit properties and it is impossible for him to execute sale agreement in favour of the plaintiff. As admitted by plaintiff himself, that the will in favour of 2nd defendant was not come into force and that the suit properties exclusively belonged to the 1st defendant, where the 2nd defendant had no right over the suit properties to execute a sale agreement in favour of plaintiff.

In summation the 2nd defendant who had no right over the suit properties cannot execute sale agreement in favour of the plaintiff in respect of the suit properties. Hence this issue is decided accordingly.

20. Recast Issue No. 2 (O.S No. 72/2015):

“Whether the unregistered sale agreement dated 11.11.2011 executed by defendants 1 and 2 in favour of plaintiff is true and valid? ”

It is the case of plaintiff that the defendants 1 and 2 incurred debt with the plaintiff to the tune of Rs. 1,00,000.00 in 2002 and hence in 2011 the defendants entered into an agreement for sale with the plaintiff under an unregistered sale agreement dated 11.11.2011 in respect of suit properties.

On the other hand the 1st defendant defends that she never executed the sale agreement dated 11.11.2011 and that she had no need or necessity to borrow amount from the plaintiff.

At the outset as per conclusion held in issue no.1, the 2nd defendant had no right over the suit properties and that he is not a competent person to enter into sale agreement with the plaintiff. On this short ground itself the sale agreement, Ex A2 was put to suspicious.

Next it is the case of plaintiff that both defendants borrowed a sum of Rs. 1,00,000.00 in the year 2002 itself and hence they executed Ex A2 in 2011. Specific case of 1st defendant is that she had no need or necessity to borrow money from plaintiff. Pw1 himself admitted in his cross examination that the 1st defendant family is a Zamin family and that they owned nearly 40 acres of land. This would substantiate the case of 1st defendant and create a doubt that whether the 1st defendant borrowed money from the plaintiff.

Next the plaintiff contends that both defendants borrowed a sum of Rs. 1,00,000.00 from the plaintiff in the year 2002 for their family expenses. But the plaintiff himself admitted in his cross examination that 2nd defendant alone borrowed money from him that too in the year 1999 and 2006. In Pw1 cross,

"2ம் பிரதிவாதி எண்ணிடம் கடன் வாங்கினார். எவ்வளவு கடன் வாங்கினார் என்றால் ரூ.1,00,000/- வாங்கினார். என்றைய தேதியில் வாங்கினார் என்றால்

1992 முதல் 2006 வரை சிறுக சிறுக வாங்கினார். 2ம் பிரதிவாதி மீண்டும் தொகை ஏதும் திருப்பி செலுத்தவில்லை. 1999ம் ஆண்டு கணக்குப் பார்த்தபோது ரூ.70,000/- வந்தது. மீண்டும் 2006ம் வருடம் ரூ.40,000/- கடன் வாங்கினார். மீண்டும் கடன் வாங்கினாரா என்றால் ரூ.7,00,000/- கடன் வாங்கினார். தொகை கொடுத்ததற்கு ஆவணங்கள் எழுதி வாங்கவில்லை.

4. ரூ.7,00,000/- கடன் கொடுத்ததற்கு 2ம் பிரதிவாதி பதிவு செய்யப்பட்ட அடைமான ஆவணம் எழுதி கொடுத்துள்ளார். அந்த அடைமான ஆவணம் என்னிடம்தான் உள்ளது. செய்யூர் சார் பதிவுகத்தில் பதிவு செய்யப்பட்டது. தேதி, மாதம் ரூபகம் இல்லை. ரூ.70,000/- மற்றும் ரூ.40,000/- சேர்த்து மொத்தம் ரூ.1,00,000/- சேர்த்து வழக்கு ஒப்பந்தம் போடப்பட்டது. அந்த ரூ.7,00,000/- நான் வழக்கு தாக்கல் செய்யவில்லை".

Here plaintiff admits that the said Rs. 1,00,000.00 was borrowed by the 2nd defendant alone. Nowhere he deposed that the 1st defendant also borrowed money with the 2nd defendant. Apart from that plaintiff has categorically admitted that the sale agreement, Ex A2 was entered into between parties only in respect of the amount of Rs.1,00,000.00, which was borrowed by the 2nd defendant alone. Even the brother of 2nd defendant who was examined as Pw2 also deposed that the amount was borrowed by the 2nd defendant. In Pw2 cross,

"வாதியிடம் சிறுக சிறுக ரூ.1,00,000/- எதற்காக வாங்கப்பட்டது என்றால் 2ம் பிரதிவாதி குடும்ப செலவிற்காக வாங்கினார்".

Plaintiff witness also deposed that the 2nd defendant alone borrowed the amount. This would show that the 2nd defendant alone borrowed money from the plaintiff, which is contra to the pleadings of the plaint. If it so, there is no need or necessity for the 1st defendant to enter into sale agreement with the plaintiff. On this context also Ex A2 was under cloud.

Next it is the case of plaintiff that in the year 2002 alone the entire amount of Rs.1,00,000.00 was borrowed by the defendants 1 and 2. But to the contra the plaintiff himself deposed that the a sum of Rs. 70,000.00 was borrowed in the year 1999 and Rs. 40,000.00 in the year 2006. This would falsify the case that the defendants 1 and 2 borrowed a sum of Rs. 1,00,000.00 in the year 2002 alone. Further when the plaintiff himself admitted that the amount in respect of Ex A2 was borrowed in the year 1999 and 2006, the plaintiff witness namely Pw3, went further and deposed that a sum of Rs. 1,00,000.00 was given in toto in the year 2002 alone. In Pw3 cross,

"என் முதல் விசாரணையில் 1, 2 ம் பிரதிவாதிகள் கடந்த 2002 ம் ஆண்டு ரூ.1,00,000/- கடனாக பெற்றதாக கூறுவதற்கு தேதி மாதம் தெரியுமா என்றால் தெரியாது. அந்த விவரம் 2 ம் பிரதிவாதி சொல்லிதான் தெரியும். தொகை கொடுத்ததை நான் நேரடியாக பார்த்தேன். ரூ.1,000/- நோட்டுகளாக ரூ.1,00,000/- த்திற்கு கொடுத்தார். எங்கு வைத்து கொடுத்தார் என்றால் ரகுபதி வீட்டில் வைத்து கொடுத்தார். அன்றைய தேதியில் எதுவும் எழுதி வாங்கவில்லை".

But Pw1 himself deposed that the said amount was partly received by the 2nd defendant in the year 1999 and 2006. This would clearly shows that the Pw3 was cooked up for the case. So, there are lot of contradictions in respect of date of borrowal of money between the witnesses of plaintiff and pleadings. Hence the plea that the defendants 1 and 2 borrowed a sum of Rs. 1,00,000.00 only in the year 2002 is found be false.

If the 2nd defendant alone borrowed money, then the plaintiff has to explain why the 1st defendant also executed Ex A2. There is no explanation by the plaintiff. Further the 2nd defendant also had no right over the suit properties. The date of borrowal namely the sale consideration was also put into cloud. On this timeline itself it can easily arrived that the sale agreement, Ex A2 was not true and valid.

Next the learned counsels for the contesting defendants invited this court to the recitals of ExA2 which is contra to the case of plaintiff. As per case of plaintiff the said will dated 30.07.1998 didn't come into force after the death of Thulasidoss. But in Ex A2,

"சொத்து விவரத்தில் கண்டுள்ள சொத்தானது எங்களில் 2-வது நபர் பேபி சரஸ்வதி அம்மாள் மற்றும் அவரின் கணவரும் 1-வது நபரின் தந்தையுமான துளசிதாஸ் ரெட்டியாருக்கும் சொந்தமானது. மேற்படி எங்களில் 2-வது நபர் மற்றும் துளசிதாஸ் ரெட்டியார் ஆகியோர் 30.07.1998 தேதியிட்ட உயில் சாசனம் (08/1998) மூலம் சொத்து விவரத்தில் கொண்டுள்ள சொத்தினை எங்களில் 1-வது நபர் T. லக்ஷ்மிபதி பெயரில் எழுதி வைத்தனர். துளசிதாஸ் ரெட்டியார் 07.10.2007 அன்று இறந்து விட்டார். அவர் இறந்த பின் மேற்படி உயில் ஆவணம் (08/1998) அமலுக்கு வந்தது. அது முதல் சொத்து விவரத்தில் கண்டுள்ள சொத்தினை கைப்பற்றி ஆண்டு அனுபவித்து வருகிறோம். எங்களுடைய குடும்பக் கடன்களைத் தீர்க்கும் பொருட்டு எங்களில்..".

This is total contra to the case of plaintiff, since the plaintiff himself admitted that the will didn't come into force as the suit properties exclusively belongs to the 1st defendant. But here in Ex A2 it was stated that the will came into force after the death of Thulasidoss, which is contra to the pleadings of the plaintiff. Further the said will dated 30.07.1998 was also not produced into court. On this context also there creates a doubt over the execution of sale agreement, Ex A2.

Next in Ex A2 it was specifically stated that in the year 2002 alone the 2nd defendant borrowed money from the plaintiff. But as stated supra plaintiff himself admitted that 2nd defendant borrowed a sum of Rs. 70,000.00 till 1999 and in 2006 he borrowed a sum of Rs. 40,000.00 and that for the said amount only Ex A2 was executed. It was total contra to the case of plaintiff. Further plaintiff in his cross examination deposed that the 2nd defendant borrowed a sum of Rs. 7,00,000.00 in the year 2007 and that he executed a mortgage deed in favour of the plaintiff. If the Ex

A2 was true and valid, then the recitals about the said borrowal of Rs. 7,00,000.00 in the year 2007 would find place therein. But there is no explanation offered by the plaintiff that how the Ex A2 came to be executed for Rs. 1,00,000.00 alone, when the 2nd defendant borrowed a sum of Rs.7,00,000.00 in the year 2007. So, this all also would create a cloud over the execution of Ex A2.

Next it is admitted case of both parties that the 1st defendant had exclusive title over the suit properties as per sale deed dated 27.11.1981. Plaintiff has exhibited the certified copy of the sale deed as Ex A1. But the 4th defendant who claims title to the suit property by way of sale, produced the original parent deed namely the sale deed in favour of the 1st defendant, which is marked as Ex B1. If really the 1st defendant executed the sale agreement, Ex A2 in favour of the plaintiff, then the plaintiff would have obtained the original parent deed, Ex B1 from the 1st defendant at the time of execution of Ex A2. But he fails to produce the same and the same was produced by the 4th defendant alone. It would also create a suspicious over the execution of alleged Ex A2.

Next as per case of plaintiff the defendants 1 and 2 delivered possession of the suit properties in the year 2002 in lieu of interest for the debt of Rs. 1,00,000.00 which is borrowed in the year 2002. But as per own admission of plaintiff there is no such borrowal took place in 2002. So, the said contentions was not proved. Further it is the case of plaintiff that due to clerical omission the delivery of properties were not mentioned in the Ex A2. Ex A2 was alleged to be executed in the year 2011. Suit was filed in the end of 2015. If it so, the plaintiff can very well call the defendants 1 and 2 to execute a rectification deed muhcless they can very well enter into a fresh sale agreement. But the plaintiff fails to do so. It would also create a doubt over the alleged sale agreement, Ex A2.

Next the plaintiff contends that as patta was not transferred in the name of 2nd defendant, he and the defendants 1 and 2 entered into sale agreement as such the conveyance can be executed in favour of him after mutation of patta. Plaintiff

contends that only because of mutation of patta alone there was delay in concluding the contract. At the outset it is pertinent to note that the plaintiff himself admitted that the suit properties belonged to the 1st defendant. If it so, why the patta to be mutated in the name of 2nd defendant as recited in Ex A2. Plaintiff in his plaint also admitted that the will dated 30.07.1998 not came into force and that the suit properties exclusively belongs to the 1st defendant. If it so, it is unnecessary to mutate patta in the name of 2nd defendant, who had no right or interest over the suit properties. This would create a strong suspicious over Ex A2.

In summation of above said discussions there is no doubt that the plaintiff's own admission in evidence, contra between the recitals in Ex A2 and pleadings, reasons for execution of sale deed mentioned in Ex A2 etc., would all create a strong suspicious over the alleged execution of Ex A2. Though the 1st defendant admitted her signature in Ex A2, it itself would be a ground to held that the Ex A2 was true and valid. Plaintiff has approached this court for specific performance. So, he ought to have prove his case without any suspicious and doubt in respect of execution of sale agreement, Ex A2. The above said discussions would pithily shows lot of suspicious and cloud over the Ex A2, which was not cleared or explained by the plaintiff. Hence it is unsafe to conclude that the unregistered sale agreement dated 11.11.2011 executed by defendants 1 and 2 in favour of plaintiff is true and valid and this issue is decided accordingly.

21. Recast Issue No. 3 (O.S No. 72/2015):

“Is it true that the plaintiff was put in possession of the suit properties in the year 2002 by the defendants 1 and 2 in lieu of debt of Rs. 1,00,000.00 incurred by the defendants 1 and 2 in favour of the plaintiff and that the plaintiff is still in possession and enjoyment of the same?”

It is the case of plaintiff that the defendants 1 and 2 borrowed a sum of Rs. 1,00,000.00 in the year 2002 for family expenses and in lieu of interest the plaintiff

was put in possession of the suit properties on the same year. Per contra the defendants deny the same. As held in issue no.2, the plaintiff himself admitted that the 2nd defendant borrowed money till 1999 to the tune of Rs. 70,000.00 and in 2006 a sum of Rs. 40,000.00 and for the said amount only Ex A2 was executed in respect of suit properties. If it so, it is unsafe to conclude that the defendants 1 and 2 borrowed a sum of Rs. 1,00,000.00 in the year 2002. At this juncture, it cannot be concluded that the plaintiff was put in possession of the suit properties in 2002 in lieu of interest for a sum of Rs. 1,00,000.00.

Further there is no recitals found in Ex A2 that the plaintiff was put into possession of the suit properties in the year 2002 by the defendants 1 and 2 in lieu of debt. There is no document muchless revenue documents produced by the plaintiff to show that he is in possession of the suit properties from 2002. As per Ex A2 the suit properties are wet lands. If it so, the plaintiff can very well produce the adangal extracts to show that he is in possession of the suit properties from 2002. There is no adangal extracts filed by the plaintiff to show that he is in possession and enjoyment of the suit properties. Even Pw1 admitted in his evidence that from 2020 the 4th defendant is in possession and enjoyment of the suit properties. Even for assuming sake the 4th defendant is in possession and enjoyment of the suit properties from 2020, then the plaintiff would have amended the plaint suitably. Anyhow it is admitted by Pw1 that there is no revenue documents in his name to prove his possession. At this juncture it is unsafe to conclude that the plaintiff is in possession and enjoyment of the suit properties.

In summation of above said discussions, the plaintiff's own evidence itself would show that the amount was borrowed in 1999 and 2006, which falsify his own contentions about borrowal in 2002 and that there is no document to prove that the plaintiff is in possession and enjoyment of the suit properties from 2002 to till date. At this juncture this court declined to held that the plaintiff was put in possession of

the suit properties in the year 2002 by the defendants 1 and 2 in lieu of debt of Rs. 1,00,000.00 incurred by the defendants 1 and 2 in favour of the plaintiff and that he is still in possession and enjoyment of the same. Hence this issue is decided accordingly.

22. Recast issue No.4:

“Whether the plaintiff properly valued the suit and paid correct court fees?”

The defendants took a specific plead that the plaintiff has not properly valued the suit and not paid correct court fees. Except the said single line, the defendants didn't explain what is the real value of the suit and court fee ought to be paid. Anyhow on perusal of plaint, the plaintiff has valued the suit based upon the sale agreement, Ex A2 and also notional value in respect of the permanent injunction. Nothing adverse was put to Pw1 about the value of the suit and court fees paid by the defendants. At this juncture it cannot be concluded that the plaintiff has not valued the suit properly and not paid correct court fees. Hence this issue is decided accordingly.

23. Recast Issue No.5 in O.S 72/2015:

“Whether the plaintiff is entitled to the relief of specific performance of sale agreement dated 11.11.2011?”

Relief of specific performance is a discretionary one, where the plaintiff must prove his case beyond reasonable doubts in respect of the sale agreement. As per issue no.1 and 2, the plaintiff's own case and evidences itself would create a strong suspicious over the execution of Ex A2, the sale agreement. Further act of the plaintiff would show that he has not come to court with clean hands, where there are lot of contradictions between the case of the plaintiff and plaintiff's witnesses. If it so, the plaintiff is not entitled to the relief of specific performance. Hence this issue is decided accordingly.

24. Recast Issue No.6 in O.S 72/2015:

“Whether the plaintiff is entitled to the relief of permanent injunction restraining the defendants from interfering with his possession and enjoyment of the suit properties?”

As held in issue no.3, when the plaintiff has failed to prove his possession, then he is not entitled to the relief of permanent injunction as sought in the suit. Hence this issue is decided accordingly.

25. Recast Issue No. 1 (O.S No. 83/2017):

“Whether the plaintiff has title to the suit properties?”

Plaintiff in O.S 83/2017 is the 4th defendant in O.S 72/2015. Plaintiff herein claims title to the suit properties in O.S 83/2017 (herein after suit property) as such one Baby Saraswathy (1st defendant in O.S 72/2015) settled the suit properties and other properties in favour of his grandson namely the Sridhar (3rd defendant in O.S 72/2015) and that the said Sridhar in turn sold the same to the plaintiff herein. Defendant herein defends that the Baby Saraswathy and his son Lakshmipathy entered into sale agreement in respect of suit properties and other properties in his favour under an unregistered sale agreement dated 11.11.2011 and hence they claim that the plaintiff had no title to the suit properties.

It is admitted case of both parties that the suit properties belonged to Baby Saraswathy under Ex B1. As per issue no.1 in O.S 72/2015 it was held that the said Lakshmipathy had no right over the suit properties. If it so, the defendant herein cannot claim that the said Lakshmipathy executed the sale agreement, Ex A2, as he had no title. Next as per issue no.2 in O.S 72/2015 this court held that the said sale agreement, Ex A2 is not true and valid. If it so, the claim of defendant herein was negatived.

Plaintiff herein to substantiate her case produced the original sale deed in favour of Baby Saraswathi as Ex B1, the original settlement deed in favour of Sridhar

as Ex B2 and patta in the name of Sridhar as Ex A3. So, these documents would prove the title of Sridhar. Ex A3 would further show that the settlement deed was acted upon. Hence there is no doubt that the Sridhar had title to the suit properties.

Plaintiff has produced the sale deed dated 28.09.2015 executed by the said Sridhar in favour of her and marked as Ex B6. Baby Saraswathy Ammal and Sridhar who are defendants 1 and 3 in O.S 72/2015 admitted the execution of Ex B6 in favour of plaintiff herein. Even the patta for the suit properties also mutated in the name of plaintiff herein which is evidenced under Ex B7. Hence the plaintiff has proved his title to the suit properties by way of evidences and this issue is decided accordingly.

26. Recast Issue No.2 in O.S 83/2017:

“Whether the plaintiff is in possession and enjoyment of the suit properties?”

It is the case of plaintiff that after execution of Ex B6, she was in possession and enjoyment of the suit properties. Defendant defends that Baby Saraswathy and Lakshmipathy borrowed a sum of Rs.1,00,000.00 from him and that in lieu of interest for the said amount, the possession of the suit properties were handed over to him in lieu of interest and he claims that he is in possession of the suit properties ever since 2002.

Plaintiff in support of his claim produced the patta extract namely Ex B7 and Kist receipt issued in his name as Ex B8. Ex B8 would bear the patta number mentioned in Ex B7. So, there is no doubt that Ex B8 was paid in respect of suit properties. Further the defendant himself who was examined as Pw1 also categorically admitted in his cross examination that the plaintiff is in possession and enjoyment of the suit properties from 2020. So, as on date the plaintiff herein is in possession and enjoyment of the suit properties. As the plaintiff proved his title over the suit property, then the defendant whose possession was not proved and who also admitted the possession of plaintiff, cannot dispute the legal possession of the plaintiff. So, there is no doubt that the plaintiff is in possession and enjoyment of the suit properties. Hence this issue is decided accordingly.

27. Recast issue No.3 in O.S 83/2017:

“Whether the plaintiff has properly valued the suit and paid correct court fees?”

Though the defendant pleaded that the suit was not properly valued and not paid court fees correctly, there is nothing on record to substantiate the same. Even nothing was put to Dw3, who is plaintiff herein about the same. Plaintiff has valued to the suit as per kist payable to the suit properties and has rightly paid the court fees as per section 25(b) of the Tamilnadu Court fees Act. Hence this issue is decided accordingly.

28. Recast issue No.4 in O.S 83/2017:

“Whether the plaintiff is entitled to the relief of declaration of her title to the suit properties?”

As per issue no.1 in O.S 83/2017 the plaintiff has proved his title to the suit properties. It is the case of defendant that he deny and dispute the title of the suit properties. Hence the plaintiff is entitled to the relief of declaration of her title to the suit properties and this issue is decided accordingly.

29. Recast issue No.5 in O.S 83/2017:

“Whether the plaintiff is entitled to the relief of permanent injunction restraining the defendants from interfering with her possession and enjoyment of the suit properties?”

Plaintiff possession was proved as per issue no.3 in O.S 83/2017. It is the case of plaintiff that the defendant trying to interfere with his possession and enjoyment of the suit properties and that it should be restrained by an order of court. If the defendant interfere with the possession of the plaintiff, then there is no doubt that the plaintiff will be put to serious loss and hardship. At this juncture the possession of the plaintiff can be safeguarded only by an order of court. Hence the plaintiff is entitled to the relief of permanent injunction restraining the defendant from interfering with her possession and enjoyment of the suit properties and this issue is decided accordingly.

30. Recast issue No.7 in O.S 72/2015:

“To what other reliefs the plaintiff is entitled for?”

As the plaintiff in O.S 72/2015 was not entitled to the relief of specific performance and injunction, he is not entitled to any other reliefs including costs. Hence this issue is decided accordingly.

31. Recast Issue No.6 in O.S 83/2017:

“To what other reliefs the plaintiff is entitled for?”

Plaintiff's title was denied and his possession was disturbed by the defendant. At this juncture the plaintiff is entitled to the relief of cost including other reliefs granted above. Hence this issue is decided accordingly.

32. RESULT:**O.S No. 72/2015:**

In the result the suit is dismissed as devoid of merits. No costs.

O.S No. 83/2017:

In fine the suit is decreed with cost by declaring plaintiff's title to the suit properties and granting an order of permanent injunction restraining the defendant from interfering with the plaintiff's peaceful possession and enjoyment of the suit properties.

Directly typed by me in my lap – top, corrected and pronounced by me in the open court, this the 06th day of June 2026.

Subordinate Judge,
Maduranthakam.

Plaintiff side Witnesses:-

PW1: Padmanaban (Plaintiff in O.S No. 72/2015 and Defendant in O.S No. 82/2017)

PW2: Raghupathi

PW3: Kumarappa

Plaintiff side Exhibits:-

Ex A1	27.11.1981	Registration copy of Sale Deed executed by Akkammal and Babyammal in favour of 1 st Defendant in O.S No. 72/2015.	True Copy.
Ex A2	11.11.2011	Unregistered Sale agreement executed by Lakshmipathi and Baby Saraswathiyammal in favour of Plaintiff in O.S No. 72/2015.	Original.
Ex A3	09.09.2015	Office Copy of Legal Notice issued by Plaintiff to defendants 1 to 3.	Office Copy.
Ex A4		Postal Acknowledgment Card.	Original.
Ex A5		Postal Acknowledgment Card.	Original.
Ex A6		Return Postal Cover.	Original.
Ex.A7	15.09.2015	Reply issued by 2 nd defendant to plaintiff.	Office Copy.
Ex.A8	02.05.2013	Registration Copy of Settlement Deed executed by 1 st defendant in O.S No. 72/2015 in favour of 3 rd defendant.	True Copy.
Ex.A9		Encumbrance Certificate.	Web Copy.
Ex.A10	28.09.2015	Registration Copy of Sale Deed executed by 3 rd defendant in O.S No. 72/2015 in favour of 4 th Defendant in O.S No. 72/2015.	True Copy.

Defendant's side Witnesses:-

DW1 : Baby Saraswathi (1st Defendant in O.S No. 72/2015)

DW2 : Sridhar (3rd Defendant in O.S No. 72/2015)

DW3 : Vedavalli (4th Defendant in O.S No. 72/2015 and Plaintiff in O.S 83/2017)

DW4 : Velpathy

Defendant's side Exhibits:-

Ex B1	27.11.1981	Registered sale Sale Deed executed by Akkammal and Babyammal in favour of 1 st Defendant in O.S No. 72/2015.	Original.
Ex B2	02.05.2013	Registered Settlement Deed executed by 1 st defendant in O.S No. 72/2015 in favour of 3 rd Defendant in O.S No. 72/2015.	Original.
Ex B3		Patta Extract in the name of 3 rd defendant.	True Copy.
Ex.B4	18.07.2013	Registered Mortgage Deed executed by 3 rd defendant in O.S No. 72/2015 in favour of M.Kumuthavalli.	Original.
Ex.B5	28.09.2015	Registered Receipt for Payment Received executed by M.Kumuthavalli in favour of 3 rd defendant in O.S. No. 72/2015.	Original.
Ex.B6	28.09.2015	Registered Sale Deed executed by 3 rd defendant in O.S. No. 72/2015 in favour of 4 th defendant in O.S No. in O.S. No. 72/2015 and plaintiff in O.S No. 83/2017.	Original.
Ex.B7	26.09.2024	Patta Extract in the name of 4 th defendant.	E-Certificate.
Ex.B8		Kist Receipt in the name of 4 th defendant.	Original.

Subordinate Judge,
Maduranthakam.

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FAIR/DRAFT JUDGMENT
O.S No. 72/2015
C/W
O.S No. 83/2017
D.O.D: 06.06.2026
SUB JUDGE,
Maduranthakam

