

**IN THE COURT OF DISTRICT MUNSIF AT MADURANTAKAM****PRESENT:** Tmt.R.Mahalakshmi., B.A., B.L.,

District Munsif, Madurantakam

**Tuesday, the 28<sup>th</sup> day of April, 2026****O.S.No.196/2012****CNR No.TNCG14-000-032-2012**

1. Nehru Thairiyam
2. Kasthuri Nelsan
3. Rechal Joyal

...Plaintiffs

**Vs.**

1. Praveen Kumar
2. Ramnath
3. The Sub Registrar Office,  
Madurantakam
4. Sasirekha  
(impleaded as per order in I.A.No.498/2015  
dated 25.11.2016 and amended as per order  
in I.A.No.638/2017 dated 13.09.2017)
5. Vasudevan  
(impleaded as per order in I.A.No.1898/2018  
dated 11.01.2019 and amended as per order  
in I.A.No.4/2019 dated 13.02.2020)

...Defendants

This suit is coming up for final hearing before me in the presence of Tr.V.Agoram, Advocate for Plaintiff and Tr.M.Tamil Maran, Advocate for 1, 2 and 4 defendants and Defendants 3 and 5 having been set exparte and after hearing the arguments on both sides and upon perusal of records and having stood over for consideration till this day, this court delivered the following:

**JUDGMENT**

The suit is filed by the Plaintiffs for the relief of

- (i) declaration of title and consequentially for the relief of permanent injunction by restraining the defendants, their men, agents, servants, legal representatives and heirs, contractors from in any interfering with the peaceful possession of suit schedule property; and

- (ii) for the relief of permanent injunction by restraining the defendants, their men, agents, servants, legal representatives and heirs, contractors from in any way alienating or encumber the schedule mentioned property to 3<sup>rd</sup> party; and
- (iii) for the relief of declaration to declare alleged partition deed dated 12.08.2011 as null and void **(amended as per I.A.No.638/2017 allowed on 13.09.2017)**; and
- (iv) for the relief of declaration to declare alleged agreement dated 10.11.2016 as null and void **(amended as per I.A.No.4/2019 allowed on 13.02.2020)** and for costs.

**2. The brief averments in the amended plaint:-**

(i) The Plaintiffs states that the 1<sup>st</sup> plaintiff is the son and 2<sup>nd</sup> and 3<sup>rd</sup> plaintiffs are the daughters of Late Devagadatcham. The said Devagadatcham purchased 60 cents in S.No.4/1A, 3 acre 30 cents in S.No.39 and 1 acre 05 cents in S.No.40/2 by way of registered sale deed dated 29.12.1994 from Ramadoss Reddy. Further the aforesaid property was originally owned by Ragava Reddiar who is the father of Ramadoss Reddiar who purchased the suit property from one Pappa Reddiar by way of sale deed dated 17.08.1923.

(ii) The plaintiff further states that the said Devagadatcham died on 01.08.2005 and his wife Kalyani of also died on 08.03.2007. Further one of the daughter namely Alexandria @ Alexandra died on 10.09.2011 as unmarried. The plaintiff further states that their mother Kalyani Devagadatcham purchased an extent of 0.20 cents in S.No.4/1A and 1 acre 10 cents in S.No.39 and 0.35 cents in S.No.40/2 by way of registered sale deed dated 29.12.1994 from Kandasamy and Ramadoss. The vendor Kandasamy purchased the said properties by way of sale deed dated 13.11.1986 from Venkatesa Reddiar Vagiyara. The plaintiff further states that the said Kalyani Devagadatcham again purchased an extent of 0.20 cents in S.No.4/1A and 1 acre 10 cents in S.No.39 and 0.35 cents in S.No.40/2 by way of registered sale deed dated 29.12.1994 from Ragavan and Munusamy Sekar. The plaintiff further states that the

*O.S.No.196/2012 dated 28.04.2026*

vendor Ragavan purchased the said property by way of sale deed dated 12.03.1962 from P.R.Srinivasaragavan. And further the vendor Munusamy purchased the said property under registered sale deed dated 10.11.1975 from Upili Srinivachariyar.

**(iii)** The plaintiff further states that the said Kalyani Devagadatcham again purchased an extent of 0.20 cents in S.No.4/1A and 1 acre 10 cents in S.No.39 and 0.35 cents in S.No.40/2 by way of sale deed dated 30.12.1994 from P.T.Krishnamachariyar. The above said vendor P.T.Krishnamachariyar's father got the said properties by way of partition deed dated 15.07.1932 and he obtained patta no.19 in his name.

**(iv)** Therefore the suit property belongs to the vendors of the plaintiff and further the suit property is a grama mirasa Pangu land owned by vendor's predecessor. Thereafter the joint patta was obtained in the name of plaintiff's vendor. Hence the plaintiffs are in possession and enjoyment of the suit schedule property.

**(v)** The plaintiff further states that 1<sup>st</sup> defendant is the eldest son of Perumal Reddiar. The said Venkatasubba Reddiar and Iyyappa Reddiar are brothers and having  $\frac{3}{4}$  share each in the grama mirasa pangu land and the said Venkatasubba Reddiar and his wife Gengammal died issue less. The share of Venkatasubba Reddiar was inherited by his brother Iyyappa Reddiar. The said Iyyappa Reddiar also died leaving behind his 3 sons namely Krishnasamy, Veerasamy and Perumal.

**(vi)** The said Perumal Reddiar and his son Praveenkumar filed a petition before RDO against the order passed by the Tahsildar for granting joint patta and hence the RDO canceled the joint patta and granted individual patta in the name of Venkatasubba Reddiar. The plaintiff challenged the against order before the DRO and there by order passed by RDO was setaside on 27.12.2012.

**(vii)** The plaintiff further states that the legal heirs of Iyyappa Reddiar i.e., Perumal and Veerasamy for sold their  $\frac{1}{2}$  share each to one Pandey by way of sale deed dated 30.12.1994 and another son namely Krishnasamy died leaving behind his legal heirs who sold their  $\frac{1}{2}$  share by way of sale deed dated 02.12.1994 to the plaintiff herein.

Therefore the defendant had already sold their respective share in the larger extent of suit property and hence they are estopped from questioning the title of the plaintiff.

**(viii)** The plaintiff further states that the defendants are attempted to interfere with the peaceful possession and enjoyment of the suit schedule property and trying to alienate or encumber the suit schedule properties in favour of 3<sup>rd</sup> party. The plaintiff states that the defendants 1, 2 and 4 are created partition deed dated 12.08.2011 and they have no right to create any document with regard to the schedule mentioned properties. The documents created by the defendants 1, 2 and 4 is void one. Hence the suit is filed for the declaration of the alleged partition dated 12.08.2011 as null and void **(amended as per I.A.No.638/2017 allowed on 13.09.2017)**.

**(ix)** The plaintiff further states that 1<sup>st</sup>, 2<sup>nd</sup> and 5<sup>th</sup> defendants are created agreement deed dated 10.11.2016. They have no right to create any document with regard to the schedule mentioned properties. The documents created by the 1<sup>st</sup>, 2<sup>nd</sup> and 5<sup>th</sup> defendants is void one. The document created by the 1<sup>st</sup>, 2<sup>nd</sup> and 5<sup>th</sup> defendants is not bind upon him and other plaintiffs. Hence the suit is filed for the declaration of the alleged document dated 10.11.2016 as null and void **(amended as per I.A.No.4/2019 allowed on 13.02.2020)** and for costs.

**3. Written statement filed by the 1<sup>st</sup> Defendant and adopted by 2<sup>nd</sup> Defendant, in brief:**

**(i)** The Defendants denies each and every averments in the plaint except those that are specifically admitted herein. This suit is not maintainable in law and facts. The averments in the plaint are false.

**(ii)** The Defendant states that the allegations in para no.3 and 4 are all false and invented. The defendants states that the plaintiff have no prima facie case and the plaintiff wantonly suppressed the material facts. The defendant has right to file his additional written statement. The plaintiff have no manner of the right, title or interest over the suit property. There is no merits in the suit and no cause of action. The suit is

not properly value and court fee were not properly paid. Hence the suit has to be dismissed.

**4. Written statement filed by the 4<sup>th</sup> Defendant, in brief:**

(i) The Defendants denies each and every averments in the plaint except those that are specifically admitted herein. This suit is not maintainable in law and facts. The averments in the plaint are false.

(ii) The defendant states that the suit properties was purchased by the plaintiff under the registered sale deed dated 28.05.1996 and his predecessor purchased the property under the sale deed dated 17.06.2002 are all denied. The defendants are not admitted those sale deeds, those sale deeds vendors have no right to convey the suit properties. Those documents are not valid documents. The descriptions of properties mentioned in those documents are not clear and not true and correct. No boundaries were mentioned in those sale deeds. Hence by virtue of the sale deeds the plaintiff cannot prove her title.

(iii) The defendant states that the framing of the suit is not correct. The alleged sale deeds mentioned in the plaint are not admitted by these defendants. Those alleged sale deeds vendors have not given their absolute rights, but they have conveyed only their shares. If it so they ought to have filed the suit for partition. The declaration and injunction suit is not maintainable under law. On that score the suit has to be dismissed.

(iv) The defendant admitted the suit property item no.1 i.e., S.No.4/1A mitta mirasu pangu land and stands in the name of 28 persons i.e., Venkatasubba Reddiar and 27 others and they obtained patta no.335 in their name, but with respect to the item nos.2 and 3. the defendants denies that it is not a mitta mirasu pangu land. The defendant further states that item nos.2 and 3 of suit schedule properties are the ancestral properties of Venkatasubba Reddiar and A register extract stands in his name.

(v) Further the said Venkatasubba Reddiar had no issues and he had only one brother namely Iyyappa Reddiar. The said Iyyappa Reddiar also died leaving behind his sons namely Krishnasamy, Veerasamy, Perumal as only legal heirs. Hence the legal heirs of

the deceased Iyyappa Reddiar partitioned the suit properties by way of partition deed dated 02.01.1961 and by virtue of suit property if any priorities left out by the family those properties goes to the Perumal Reddiar only. The other legal heirs i.e., Veerasamy and others also consented they left out property goes to Perumal Reddiar and hence item nos.2 and 3 of suit properties enjoyed by Perumal Reddiar and after his demise his wife 4<sup>th</sup> defendant herein and his sons namely Praveen kumar and Ramnath (D1 and D2) enjoyed the suit properties and they entered into a partition deed with respect to item no.2 and 3 of suit properties by way partition deed dated 12.08.2011 and by virtue of said partition western half share item nos. 2 and 3 of suit properties was allotted to 1<sup>st</sup> defendant and remaining eastern side  $\frac{1}{2}$  share in item nos.2 and 3 of suit properties was allotted to 2<sup>nd</sup> defendant Ramnath. Therefore the defendant enjoyed the item nos.2 and 3 of suit property as per the partition deed.

(vii) The defendant further states that Perumal Reddiar and Veerasamy Reddiar only intended to sell item no.1 of suit property to one Pandey by way of Sale deed dated 30.12.1994 but malafidely the item nos.2 and 3 of suit properties was also included. Hence the suit filed by the plaintiff is not maintainable. The plaintiff has no right, title and interest over the suit property and the plaintiff has not properly valued the suit property and court fee not paid properly and hence the suit is liable to be dismissed with costs.

**5. Additional written statement filed by the 2<sup>nd</sup> Defendant adopted by 1<sup>st</sup> defendant, in brief:**

(i) The Defendants denies each and every averments in the plaint except those that are specifically admitted herein. This suit is not maintainable in law and facts. The averments in the plaint are false.

(ii) The Defendant states that the description of the suit property is not correct and no boundaries were mentioned in the suit schedule property. Hence no effective decree could be passed without proper mentioning of boundaries in the suit schedule. The

defendant further states that it is the duty of the plaintiff to describe the suit properties and hence the suit has to be dismissed on the ground alone.

**(iii)** Further the Defendant states that framing of the suit is not correct. The alleged sale deed in the plaint are not admitted by the defendant. Therefore the plaintiff might have filed the suit for partition but the present suit for declaration and injunction is not maintainable in law. The defendant admits that the suit item no.1 i.e., property in S.No.4/1A is the mittha mirasu pangu lands and Patta No.335 stands in the name of 28 persons including Venkatasubbu Reddiar and 27 others. But for the rest of the property i.e., item no.2 and 3 are not a mittha mirasu pangu land and the said properties are the ancestral property of one Venkatasubbu Reddiar and 'A' register in the year 1965 and 1984 stands in the name of Venkatasubbu Reddiar.

**(iv)** Further the Defendant states that the said Venkatasubbu Reddiar died without any issues leaving his only brother namely Iyyappa Reddiar. The said Iyyappa Reddiar died leaving behind Krishnasamy, Veerasamy, Perumal as only legal heirs. Further the defendant states that they have partition deed the family properties through partition deed dated 02.01.1961. According to the partition deed the left out properties to go to Perumal Reddiar. Hence the suit item nos.2 and 3 properties was enjoyed by Perumal Reddiar and after his death, his wife 4<sup>th</sup> defendant and his sons 1<sup>st</sup> and 2<sup>nd</sup> defendants enjoyed the suit properties and thereafter they have partitioned the suit items no.2 and 3 of suit properties under partition deed dated 12.08.2011.

**(v)** According to the said partition deed the western side half share in S.No.39 and S.No.40/2 (suit item nos.2 and 3) was allotted to the share of 1<sup>st</sup> defendant i.e., Praveenkumar and the remaining eastern side half share in the aforesaid survey number was allotted to 2<sup>nd</sup> defendant i.e., Ramnath. Therefore from the date of partition the suit items no.2 and 3 of suit property was enjoyed by these defendants.

**(vi)** The defendant further states that the plaintiff and others have created illegal documents and included their name in the patta. Hence Perumal Reddiar gave a petition

to remove the name in the patta before the Revenue Divisional Officer, Madurantakam. The Revenue Divisional Officer, Madurantakam passed an order in RC.No.464/2009/C to deleted the other persons name in the patta. Thereafter the plaintiff and other persons preferred an appeal before the District Revenue Officer, Kancheepuram in RC.No.20318/2011/N4 which was allowed and thereafter the plaintiff preferred W.P.No.6375/2012 which was dismissed with the finding that the aggrieved parties approach the civil court for proper remedy.

**(vii)** The defendant further states that they have sold mitta mirasu pangu land to one Pandey with respect to the item no.1 i.e., S.No.4/1A to one Pandey. But in the said sale deed it was wrongly included the suit item nos.2 and 3 properties. The defendant further states that the plaintiff has no prima facie case. The balance of convenience is in favour of the defendants and hence the suit filed by the plaintiff without any right and title is not maintainable. Therefore the suit has to be dismissed with costs.

6. On perusal of pleadings and documents, the following issues were framed.

**1. Whether the plaintiffs have right and title over the suit properties?**

**2. Whether the plaintiff is entitled for the relief of declaration and consequential relief of permanent injunction?**

**3. Whether the plaintiff is entitled for the relief of permanent injunction?**

**4. To what other relief, the Plaintiffs are entitled for?**

7. Further based on the pleadings and documents this court framed additional issues on 07.07.2018.

**1. Whether the suit is properly valued and appropriate court fee has paid?**

8. Further based on the pleadings and documents this court framed and further additional issues are framed on 07.04.2021 as follows:

**1. Whether the plaintiffs are entitled for the relief of declaration of cancellation of agreement deed dated 10.11.2016 executed by D1 and D2 in**

**favour of 5<sup>th</sup> defendant as null and void?**

9. On perusal of records the issue already framed was mistakenly framed as cancellation of agreement. Hence this court invoking power under Order XIV Rule 5 hereby strike out the issue already framed and recast the said issue as:

**1. Whether the plaintiffs are entitled for the relief of declaration to declare agreement dated 10.11.2016 as null and void?**

10. As both parties has pleaded and let in evidence this court framed the following additional issues on 28.04.2026 as follows.

**1. Whether the plaintiffs are entitled for the relief of declaration to declare partition deed dated 12.08.2011 as null and void?**

11. For the sake and convenience of this court the above issues already framed by this court, and additional issues are re-casted as follows:

**1. Whether the plaintiffs have got absolute right, title and possession over the suit schedule properties?**

**2. Whether the plaintiffs are entitled for the relief of declaration and consequential permanent injunction as prayed for?**

**3. Whether the plaintiffs are entitled for the relief of permanent injunction as prayed for?**

**4. Whether the plaintiffs are entitled for the relief of declaration to declare partition deed dated 12.08.2011 as null and void?**

**5. Whether the plaintiffs are entitled for the relief of declaration to declare agreement dated 10.11.2016 as null and void?**

**6. Whether the suit is properly valued and appropriate court fee has paid?**

**7. To what other relief, the Plaintiffs are entitled for?**

12. On the Plaintiffs side, PW1 and PW2 were examined and Exhibits A-1 to A-22 were marked and on the side of Defendants, DW1 was examined and Exhibits B1 to B10 were marked. The court witnesses was examined as CW1 and Ex C1 to Ex C5 were marked.

13. Heard. Perused the records.

14. **Recast Issue Nos.1 to 3:-**

**1. Whether the plaintiffs have got absolute right, title and possession over the suit schedule properties?**

**2. Whether the plaintiffs are entitled for the relief of declaration and consequential permanent injunction as prayed for?**

**3. Whether the plaintiffs are entitled for the relief of permanent injunction as prayed for?**

Before answering the issues it is pertinent to note that this court had already adjudicated earlier suits in O.S.Nos.39/2012, 84/2013 and 119/2013 with respect to very same survey numbers purchased by the plaintiff's vendor. Therefore in so far as the source of title of plaintiff is concerned the same has already been considered and decided by this court in earlier suit itself which is evident from Ex A20 to A22. In the present suit only the parties differs and hence the earlier findings of this court would have persuasive value in appreciating the rival claims of the parties. Therefore in view of common survey number, and common transaction of purchase the earlier findings lend to support the claim of the plaintiffs in the present suit. However as the 2<sup>nd</sup> and 3<sup>rd</sup> plaintiffs differ in the present suit they are required to establish their title to the suit schedule property in the present suit.

(ii) For clarity it is necessary to describe the schedule of property hereunder;

***Property situated at Kancheepuram District, Madurantakam Taluk, Puducherry Village***

***1. Punja S.No.4/1A to an extent of 1 acre 20 cents out of 6 acre 94 cents***

***2. Punja S.No.39 to an extent of 6 acre 60 cents out of 39 acre 87 cents***

***3. Punja S.No.40/2 to an extent of 2 acre 10 cents out of 12 acre 55 cents***

***Total annual kist is Rs.82.11 p.***

**(ii)** The specific case of the plaintiffs are that 1<sup>st</sup> plaintiff is the son and 2<sup>nd</sup>, 3<sup>rd</sup> and one Alexandria @ Alexandra are daughters of Devagadatcham and Kalyani Devagadatcham. Originally the suit properties are larger extent of properties which are classified as grama mirasu pangu land and belongs to plaintiff's vendor predecessor including other persons. According to plaintiff's their father Devagadatcham purchased certain portion of property in suit survey number through sale deed dated 29.11.1994 (Ex A2) and Further their mother Kalyani Devagadatcham purchased certain portion of properties in suit survey numbers through various vendors by way of three sale deeds dated 29.12.1994 and 30.12.1994 i.e., (Ex A1, Ex A3 and Ex A4). Therefore the plaintiffs have right, title over the suit property and they are in possession and enjoyment of the suit schedule properties.

**(iii)** To prove the case of the plaintiff, they mainly relied on Ex A1 to Ex A22. On perusal of Ex A1 sale deed dated 29.12.1994, it reveals that Kalyani Devagadatcham purchased item no.1 i.e., S.No.4/1A measuring an extent of 20 cents and item no.2 i.e., S.No.39 measuring an extent of 1.10 cents and item no.3 i.e., S.No.40/2 measuring an extent of 35 cents from one Ragavan and Munusamy. It is mentioned in the recitals of Ex A1 that the vendor of Kalyani Devagadatcham sold their half share out of common share in the aforesaid survey numbers. Further it reveals that the vendor Ragavan and Munusamy purchased the aforesaid properties along with other properties from one Srinivasaragavan and Uppili Srinivachariyar by way of sale deed dated 12.03.1962 and 10.11.1975 which is evident from Ex A9 and Ex A10.

**(iv)** Again the said Kalyani Devagadatcham purchased property in S.No.4/1A measuring an extent of 20 cents and property in S.No.39 measuring an extent of 1.10 cents and property in S.No.40/2 measuring an extent of 35 from one Krishnamachariyar by way of sale deed dated 30.12.1994 which is evident from Ex A3. It further reveals that the said Krishnamachariyar father Venkatachari was allotted the aforesaid properties through partition deed dated 15.07.1932 as B schedule in the partition deed. Though the

said document is not marked by the plaintiff in the present case, it is marked as Ex A2 in the judgment passed by this court in O.S.No.84/2013 i.e Ex A22.

(v) Further the said Kalyani Devagadatcham again purchased the an extent of 20 cents in S.No.4/1A, an extent of 1.10 cents S.No.39 and an extent of 35 cents in S.No.40/2 from one Kandasamy and Ramadoss vide sale deed dated 29.12.1994 which is evident from Ex A4. It further reveals that the said Kandasamy and Ramadoss traced their title through Ex A8 sale deed dated 13.11.1986.

(vi) The plaintiff further alleged that their father Devagadatcham purchased the suit property item no.1 i.e S.No.4/1A measuring an extent of 60 cents and item No.2 i.e S.No.39 measuring an extent of 3.30 cents and item no.3 i.e S.No.40/2 measuring an extent of 1.05 cents from one Ramadoss Reddiar and 2 others by way of sale deed dated 29.12.1994 which is evident from Ex A2. It reveals from the recitals of ExA2 that the father of Ramdoss Reddiar namely Raghava Reddair purchased the aforesaid properties from one Pappa Reddair by way of sale deed dated 17.08.1923. Though the said sale deed is not produced by the plaintiff in the present case, the 1<sup>st</sup> plaintiff marked the said sale deed dated 17.08.1923 as Ex A10 in O.S.No.84 of 2013 which is evident from Ex A22 copy of judgment in O.S.No.84 of 2013.

(vii) To substantiate the aforesaid documentary evidence the 3<sup>rd</sup> plaintiff who was examined as PW1 deposed that வா.சா.ஆ.2 மூலம் தனது தந்தை சர்வே எண் 4/1 ஏ-ல் 60 சென்ட்ரூம், சர்வே எண் 39 ல் 3.3 ஏக்கர், சர்வே எண் 40/2 ல் 1.05 ஏக்கர் நிலங்கள் மொத்தம் 4.95 ஏக்கர் நிலம் வாங்கினார். வா.சா.ஆ.1, வா.சா.ஆ.3 மற்றும் வா.சா.ஆ.4 மூலம் என் தாயார் வாங்கிய நிலம் மேற்கு திசையில் உள்ளது. Therefore in view of the above oral and documentary evidence it reveals that the plaintiff's parents derived their title through various sale deeds purchased from their vendors and further the plaintiff's vendor's predecessor title also traced through various registered sale deeds. Hence the plaintiff's parents enjoyed the suit properties by paying kist to the said properties which is evident from Ex A19.

**(viii)** On the other hand the defendant admitted that item no.1 of suit property i.e., S.No.4/1A as mitta mirasu pangu land and patta stands in the name 28 persons including Venkatasubbu Reddiar but contended that the other item nos.2 and 3 as the ancestral properties of Venkatasubbu Reddiar and 'A' register extract stands in his name and therefore the said properties are not a mitta mirasu pangu land.

**(ix)** The defendant further alleged that as Venkatasubbu Reddiar died without issues, leaving behind his only brother namely Iyyappa Reddiar. The said Iyyappa Reddiar also died leaving behind his sons namely Krishnasamy, Veerasamy and Perumal as his legal heirs and subsequently out of family partition entered between their family members the suit item No.2 and 3 properties are allotted to the 1,2 and 4<sup>th</sup> defendants herein and enjoyed the said properties absolutely.

**(x)** To dislodge the case of plaintiff, the defendants mainly relies on Ex B1, A register extract wherein it reveals that for the property in S.No.39 and S.No.40/2 no one name is mentioned as whom it belongs and simply it is mentioned as grazing ground. Further on perusal of Ex B2, A register it reveals that the property in S.No.39 and S.No.40/2 stands in the name of Venkatasubbu Reddiar for the patta no.235 and further it is also mentioned as meikkal lands. Though the defendant claiming their ancestors title through Ex B1 and Ex B2 'A' register extract which stands in their grandfather Venkatasubbu Reddiar name this court finds that the defendant cannot claim title solely on the basis of the revenue records when plaintiff has traced their vendor title from the year 1923 through various sale deeds.

**(xi)** Further it reveals from Ex A13 Sale deed dated 30.12.1994 it reveals that, Veeraswamy S/o.Iyyappa Reddiar and his minor children along with Perumal Reddiar S/o.Iyyappa Reddiar and his minor sons together sold the property to one A.Pandy. Further it reveals from the recitals of the sale deed out of 18 shares one share belongs to the aforesaid Veerasamy Reddiar and Perumal Reddiar in grama mirasu pangu lands and each of them is entitled for ½ share. It further reveals that an extent of 40 cents out of 6 acre 93 cents in S.No.4/1A, 2 Acre 20 cents out of 39 acre 86 cents in S.No.39 and 70

cent out of 12 acre 55 cents in S.No.40/2 originally belongs to ancestors of the vendors i.e., the paternal uncle Venkatasubbu Reddiar and his father Iyyappa Reddiar. As Venkatasubbu Reddiar has no legal heir the aforesaid property as succeeded by his brother Iyyappa Reddiar. After the death of Iyyappa Reddiar his sons i.e., the aforesaid Veeraswamy Reddiar succeeded the properties. And it was sold to A.Panday. Therefore it is quite evident that the share owned by Venkatasubbu Reddiar was sold to third parties by their legal heirs.

**(xii)** Though the defendants contended that they intended to sell only item no.1 of the suit property i.e., S.No.4/1A and not with respect to other item nos.2 and 3 of the suit properties and they are included malafidely in the said document, the said contention of the defendant has not been proved by the defendant. Mere pleadings without sufficient proof is not sufficient to believe the case of the defendant. Therefore when the registered sale deed i.e., Ex A13 is infavour of Pandey this court concludes that the defendants had already sold their respective shares of property in the suit survey numbers to 3<sup>rd</sup> party.

**(xiii)** Further on perusal of Ex A20 Copy of judgment in O.S.No.39/2012 wherein the 1<sup>st</sup> plaintiff son John Nesan filed the suit for declaration of title and consequentially for the relief of permanent injunction and other reliefs with respect to same suit properties against the present defendants and same was decreed in favour of John Nesan. Further on perusal of Ex A21 Copy of judgment in O.S.No.119/2013 wherein the Kamini filed the suit for declaration of title and consequentially for the relief of permanent injunction and other reliefs with respect to same suit properties against the present defendants 1, 2 and 4 and same was partly decreed in her favour. Further on perusal of Ex A22 Copy of judgment in O.S.No.84/2013 wherein the 1<sup>st</sup> plaintiff herein Nehru Dhyriam along with his son John Nesan filed the suit for the relief of permanent injunction with respect to suit properties and same was decreed in their favour.

**(xiv)** Therefore in the light of the above discussions and appraisal of both oral and documentary evidence, it is established by the plaintiff that the suit properties belongs to their parents and after their death the said properties are in possession and enjoyment of

the plaintiff's herein. Thus, these issues 1 to 3 are answered in favour of the plaintiff and against the defendants.

**15. Recast Issue Nos.4 and 5:-**

**4. Whether the plaintiffs are entitled for the relief of declaration to declare partition deed dated 12.08.2011 as null and void?**

**5. Whether the plaintiffs are entitled for the relief of declaration to declare agreement dated 10.11.2016 as null and void?**

The plaintiff's alleged that they are the absolute owners of the suit schedule properties and from the date of purchase they are in possession and enjoyment of the said property. The same is also proved by the plaintiff through Ex A1 to Ex A4 which was answered by this court in issue nos.1 to 3 in favour of the plaintiffs.

**(ii)** The plaintiff further alleged that Venkatasubbu Reddiar and Iyyappa Reddiar have only 3/4<sup>th</sup> share in the suit survey numbers and totally 1 ½ share in grama mirasu pangu lands. The said Venkatasubbu Reddiar died without issues and therefore his share was inherited by his brother Iyyappa Reddiar. The plaintiff further alleged that the said Iyyappa Reddiar died leaving behind his three sons namely Krishnasamy, Veerasamy and Perumal. After the death of said Iyyappa Reddiar the said Perumal and Veerasamy Reddiar along with their legal heirs sold their ½ share each measuring an extent of 40 cents in S.No.4/1A, an extent of 2 acre 20 cents in S.No.39 and an extent of 70 cents in S.No.40/2 totally measuring an extent of 3 acre and 30 cents to one Pandey by way of Sale deed dated 30.12.1994 which is evident from Ex A13 and the legal heirs of Krishnasamy Reddiar legal heirs sold their half share measuring an extent of 20 cents in S.No.4/1A, an extent of 1 acre 10 cents in S.No.39 and an extent of 35 cents in S.No.40/2 totally measuring an extent of 1 acre and 65 cents to one Ali misra vide sale deed dated 02.12.1994 which is evident from Ex A14 who in turn sold to the vendors of the plaintiff herein.

**(iii)** Therefore according to plaintiff's the defendants have already sold their share of  
*O.S.No.196/2012 dated 28.04.2026*

property in the suit survey numbers to different persons and hence they do not have right and title in the suit properties.

**(iv)** It is admitted by both parties the family genealogy of Venkatasubbu Reddiar and Iyyappa Reddiar. Even the defendants admitted that item no.1 i.e., S.No.4/1A sold by his father Perumal Reddiar to one Pandey vide sale deed dated 30.12.1994. But the contention of the defendant is that in the said Sale deed item No.2 and 3 of suit properties are included malafidely by the purchaser with intention to grab the properties. To rebut the same the defendants has not adduced any oral and documentary evidence .

**(v)** Instead the defendants pleaded that their family members partitioned the said properties by way of partition deed dated 02.12.1960. It is further alleged that as per partition deed the left out properties goes to Perumal Reddiar. But on perusal of Ex B3 Partition deed dated 02.12.1960, it reveals that in the said partition deed the suit survey numbers was not mentioned and no details were shown that whom it was allotted. Therefore it is evident from Ex B3 that suit survey number was not found in the said partition deed. Hence the claim of the defendant based on the said partition deed Ex B3 that suit properties was allotted to their father Perumal Reddiar is not true and subsequently the partition deed dated 12.08.2011 (Ex B8) entered between defendants 1, 2 and 4 with respect to the suit properties and by virtue of said partition western half share in S.No.39 and 40/2 i.e., item no.2 and 3 of suit property was allotted to 1<sup>st</sup> defendant and remaining eastern half share in the said survey number was allotted to 2<sup>nd</sup> defendant and as such the 1<sup>st</sup> and 2<sup>nd</sup> defendants are enjoying the property absolutely and obtained joint patta in their name is not true and not a valid Partition.

**(vi)** Further it is evident from Ex A20 judgment in O.S.No.39/2012 passed by this court it reveals that already the same issue was decided and this court held that the defendants had already sold their share of property in suit survey numbers to one Pandey vide sale deed dated 30.12.1994 and to one Raiza Ali Mirsa under sale deed dated 02.12.1994. And further this court decided in the said case that the defendants ancestors

are not entitled for the entire extent of the property in item nos.2 and 3 of suit properties and held that that partition deed dated 12.08.2011 is not true and valid and declared as null and void. Therefore in view of the above discussion this court holds that these Issue No.5 and 6 are answered in favour of the plaintiff and against the defendants.

**16. Recast Issue No.6:-**

**6. Whether the suit is properly valued and appropriate court fee has paid?**

The defendant contended that the suit property is not properly valued and the plaintiff has not paid proper court fee. But it reveals that the plaintiff has paid appropriate court fee for all the reliefs claimed by them. Hence this issue is answered accordingly in favour of the plaintiff.

**17. Recast Issue No.7:-**

**7. To what other reliefs, the Plaintiff is entitled for?**

The plaintiff is not entitled to any other reliefs and no costs.

**18. In the result, the suit is decreed that the plaintiff is granted the following reliefs**

**i) Declaration to declare the title of the plaintiff over the schedule mentioned properties and consequently the plaintiff is granted the relief of permanent injunction by restraining the defendants, their men, agents, servants, legal representatives and heirs, contractors from in any interfering with the peaceful possession of suit schedule property;**

**ii) Permanent injunction by restraining the defendants, their men, agents, servants, legal representatives and heirs, contractors from in any way alienating or encumber the schedule mentioned property to 3<sup>rd</sup> party**

**iii) To declare the partition deed dated 12.08.2011 executed in favour of 4<sup>th</sup> defendant by the defendants 1 and 2 as null and void; (amended as per I.A.No.638/2017 allowed on 13.09.2017)**

**iv) To declare alleged agreement deed dated 10.11.2016 executed in favour of 5<sup>th</sup> defendant by defendants 1 and 2 as null and void; (amended as per I.A.No.4/2019 allowed on 13.02.2020)**

**v) No costs.**

Dictated to the Stenographer, typed by her and corrected and pronounced by me in open court on this the 28<sup>th</sup> day of April, 2026

District Munsif  
Madurantakam

**Plaintiff Side Witness:-**

PW1- Rechal Joyal  
PW2- Rukkunathan

**Plaintiff side Documents:-**

Ex. A1- Original sale deed dated 29.12.1994  
Ex. A2- Original sale deed dated 29.12.1994  
Ex. A3- Original sale deed dated 30.12.1994  
Ex. A4- Original sale deed dated 29.12.1994  
Ex. A5- Certified copy of sale deed dated 12.07.1923  
Ex. A6- Certified copy of sale deed dated 10.11.1919  
Ex. A7- Certified copy of sale deed dated 25.01.1926  
Ex. A8- Certified copy of sale deed dated 13.11.1986  
Ex. A9- Certified copy of sale deed dated 12.03.1962  
Ex. A10- Certified copy of sale deed dated 10.11.1975  
Ex. A11- Certified copy of partition deed dated 10.08.1932  
Ex. A12- Certified copy of partition deed dated 02.12.1960  
Ex. A13- Certified copy of sale deed dated 30.12.1994  
Ex. A14- Certified copy of sale deed dated 02.12.1994  
Ex. A15- Copy of order passed by District Revenue Officer, Kancheepuram in Na.Ka.No.20318/2011/4 dated 27.02.2012

- Ex. A16- Death certificate of Devagadatcham (original)  
 Ex. A17- Legal heir certificate of Devagadatcham (original)  
 Ex. A18- Death certificate of Kalyani Devagadatcham (original)  
 Ex. A19- Tax receipts (9 nos.) (original)  
 Ex. A20- Online copy of judgment in O.S.No.39/2012 on the file of District Munsif at Madurantakam dated 16.10.2025  
 Ex. A21- Online copy of judgment in O.S.No.119/2013 on the file of District Munsif at Madurantakam dated 23.09.2024  
 Ex. A22- Online copy of judgment in O.S.No.84/2013 on the file of District Munsif at Madurantakam dated 28.08.2025

**Defendant side Witness:-**

DW1- Ramnath

**Defendant side Documents:-**

- Ex. B1- Certified copy of 'A' register extract dated 09.01.2014  
 Ex. B2- Certified copy of 'A' register extract dated 26.08.2014  
 Ex. B3- Certified copy of partition deed dated 02.12.1960  
 Ex. B4- Certified copy of death certificate of Gengammal dated 09.03.2006  
 Ex. B5- Certified copy of death certificate of Iyyappa Reddiar dated 17.08.2006  
 Ex. B6- Copy of order passed by Revenue Divisional Officer, Madurantakam in Na.Ka.No.464/2009/C dated 07.02.2011  
 Ex. B7- Certified copy of Order of Honourable High Court of Judicature at Madras in W.P.No.8375/2012 dated 22.04.2013  
 Ex. B8- Certified copy of partition deed dated 12.08.2011  
 Ex. B9- Certified copy of death certificate of Perumal Reddiar dated 23.08.2017  
 Ex. B10- Certified copy of legal heir certificate of Perumal Reddiar dated 29.08.2017

**Court side Witness:-**

CW1 - Tr.Balaji, Tahsildar, Madurantakam

**Court side Documents:-**

- Ex C1 Certified copy of Chitta
- Ex C2 Computerized patta no.235
- Ex C3 Computerized patta no.335
- Ex C4 Certified copy of A register
- Ex C5 Certified copy of Adangal

District Munsif  
Madurantakam