

IN THE COURT OF DISTRICT MUNSIF AT MADURANTAKAM

PRESENT: Tmt.R.Mahalakshmi., B.A., B.L.,
District Munsif, Madurantakam

Tuesday, the 21st day of April, 2026

O.S.No.583/2014

CNR No.TNCG14-000-472-2014

1. Govindasamy Gounder (died)
2. Pazhani

...Plaintiffs

Vs.

1. Sadhasivam
2. Athilakshmi
3. Kasiyammal
4. Muniyammal
5. Vendamirtham
6. Pachiyappan

(2nd Plaintiff and defendants 3 to 6 were
impleaded as per order in I.A.No.327/2017
dated 05.10.2017 and amended as per
order in I.A.No.2400/2017 dated 15.11.2017)

...Defendants

This suit is coming up for final hearing before me in the presence of Tr.K.Ayyasamy, Tr.S.Senthil Kumaran, Advocates for Plaintiffs and Tr.V.Agoram, Advocate for 1st and 2nd defendants and Ms.S.Sharmila, Advocate for 5th and 6th defendants and the 3rd and 4th defendants having been called absent and remained set exparte and after perusing the records 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 Plaintiff for the relief of declaration to declare the sale deed dated 24.08.2011 as null and void and for the relief of permanent injunction and for costs.

O.S.No.583/2014 dated 21.04.2026

2. The brief averments in the amended plaint:-

(i) The plaintiff states that suit schedule properties originally belongs to 1st plaintiff who purchased the same from one Dharmalingam and 2 others by way of sale deed dated 25.08.1987 and from the date of purchase the 1st plaintiff is in possession and enjoyment of the suit property and he obtained patta in his name. The 1st plaintiff after purchasing the suit properties dug a well in the suit 1st item of property in the year 1988 and obtained 5 HP motor pump sets service connection for cultivating the suit properties by irrigating the water from the well.

(ii) The plaintiff further states that the 1st defendant is the son in law and 2nd defendant is the daughter of 1st plaintiff. The plaintiff further states that during the month of January 2009, 1st plaintiff approached the 1st defendant for a loan of Rs.10,000/- for digging the well in the 1st item of suit property and agreed to execute the mortgage deed. Since the 1st defendant is the son in law of the 1st plaintiff, he believed 1st defendant and put his signatures in the document. But the 1st plaintiff never intended to execute power deed in favour of 1st defendant.

(iii) The plaintiff further states that believing the document is only a mortgage deed, the 1st plaintiff put his signature. Further the 1st defendant has also not paid any amount to the plaintiff. The plaintiff further states that during April 2013, when the defendant brought some 3rd parties, he came to know that the 1st defendant is attempting to sell the suit property and thereafter the plaintiff came to know that the 1st defendant obtained the power deed from 1st plaintiff on 11.02.2009 and thereafter the 1st defendant sold the property in favour of his wife i.e., 2nd defendant under sale deed dated 24.08.2011.

(iv) *Pending suit on 17.10.2016 the 1st plaintiff was died leaving behind him his daughters namely Kasiyammal, Athilakshmi (2nd Defendant), Muniyammal, Vendamirtham and his sons Palani (2nd Plaintiff) and Pachiyappan are his legal heirs. Except the Pazhani the other legal heirs of above said persons have colluded with defendants and not willing to proceed the case further with Pazhani. Already the above*

said Athilakshmi is on record in the above suit as 2nd defendant. Hence the above said Pazhani is impleading as 2nd plaintiff and other legal heirs of Govindasamy Gounder namely Kasiyammal, Muniyammal, Vendamirtham and Pachiyappan are impeaded as defendants 3 to 6 in the above suit for proper adjudication.

(v) The plaintiff further states that the defendant are permanently residing at Chennai and therefore there is no necessity for the 1st plaintiff to execute the alleged power deed in favour of 1st defendant. The alleged power deed was never acted upon and not came into force and therefore the 1st plaintiff alone continuously enjoying the suit properties. The plaintiff further states that the 1st defendant with intention to grab the suit property executed sale deed in favour of his wife i.e., 2nd defendant on 24.08.2011 which is not a valid one.

(vi) The plaintiff further states that though the nominal power deed was obtained by the 1st defendant fraudulently the plaintiff alone is in possession and enjoyment of the suit property. The plaintiff further states that the defendant is trying to alienate the suit property to 3rd parties. Hence the present suit is filed for the relief of declaration and permanent injunction.

3. Written statement filed by the 1st defendant and adopted by 2nd defendant, is as follows:

(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 admits the relationship between the plaintiff and the defendants and denies other allegations in the plaint. The defendant further states that the 1st plaintiff had executed a registered power of attorney deed dated 11.02.2009 infavour of 1st defendant in which the 2nd plaintiff i.e., son of 1st plaintiff, Palani and one Janardhanam, brother-in-law of 1st defendant and one Krishnan signed as witness in the said power deed. The defendant further states that the power was executed with full conscious by

the plaintiff and also coupled with interest.

(iii) The 1st plaintiff received a sum of Rs.3 lakhs on the date of execution of power of attorney deed and executed a sale receipt in favour of this defendant which is also attested by same persons. Further the defendant states that the 1st defendant executed registered sale deed dated 24.08.2011 in favour of his wife 2nd defendant for consideration and from the date of purchase to 2nd defendant is in possession and enjoyment of the suit properties.

(iv) The defendant further states that the allegations of the plaintiff that even though nominal power obtained by the 1st defendant fraudulently the allegations itself admission of execution of power deed. The defendant further states that the plaintiff does not seeked the relief against the power of attorney deed. Hence the suit is not maintainable. There is no cause of action. The suit is also barred by limitation and hence the suit is liable to be dismissed with costs.

4. Written statement filed by the 5th and 6th defendants, are as follows:

(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) These defendant states that the suit is filed by Govinda Gounder father of 2nd defendant is not at all maintainable. The power of attorney dated 11.02.2009 was validly executed by 1st plaintiff, Govindsamy and it is power coupled with interest. The defendant further states that the 1st defendant executed the sale deed on the basis of power of attorney deed in favour of his wife i.e., 2nd defendant herein. The 2nd defendant is in possession of the property and she is doing all acts of ownership.

(iii) These defendant further states that the 2nd plaintiff is the one of the attesor of the documents and the property was validly sold to the 2nd defendant. The 2nd plaintiff and 3 to 6 defendants have no right over the properties. The plaintiffs are not entitled to the suit claim. The sale deed dated 24.08.2011 is valid and bind upon the 2nd plaintiff and
O.S.No.583/2014 dated 21.04.2026

defendants 3 to 6. The plaintiff is not entitled suit claim. The suit is vexatiously filed against the 1st and 2nd defendants. There is no cause of action. There is no merits in the suit and hence the suit is liable to be dismissed with costs.

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

1. Whether the sale deed dated 24.08.2011 executed by the 1st defendant in favour of 2nd defendant is null and void?

2. Whether the plaintiff is entitled for the relief of declaration?

3. Whether the plaintiff is in possession and enjoyment of the suit properties?

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

5. Whether the plaintiff is entitled for the relief of permanent injunction as against 2nd defendant as sought for?

6. To what other relief the plaintiff is entitled for?

6. On perusal of records the issues already framed were recasted today for sake of convenience of the court by invoking power under Order XIV Rule 5 Code of Civil Procedure.

1. Whether the plaintiff is entitled for the relief of declaration to declare the sale deed dated 24.08.2011 as null and void?

2. Whether the plaintiff is in possession and enjoyment of the suit properties?

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

4. Whether the plaintiff is entitled for the relief of permanent injunction not to alienate the suit property as against 2nd defendant?

5. To what other relief the plaintiff is entitled for?

7. On the Plaintiffs side, PW1 to PW5 were examined and Exhibits A-1 to A-5 were marked. On the side of Defendant, DW1 to DW3 were examined and Exhibits B-1 to B-9 were marked.

8. Heard. Perused the records.

9. Recast Issue No.1:-

1. Whether the plaintiff is entitled for the relief of declaration to declare the sale deed dated 24.08.2011 as null and void?

(i) Admittedly there is no dispute that the suit schedule properties originally belongs to 1st plaintiff Govindasamy Gounder who purchased the same by way of sale deed dated 25.08.1987 (Ex A1) and from the date of purchase the plaintiff is in possession and enjoyment of suit properties and obtained patta in his name.

(ii) The contention of the plaintiff is that when he is in need of loan of Rs.10,000/- for digging well in the 1st item of suit property, he executed only a mortgage deed in favour of 1st defendant and he never intended to execute power deed in favour of the 1st defendant. Therefore the alleged Sale deed dated 24.08.2011 (Ex A4) executed by 1st defendant in favour of his wife 2nd defendant on the strengthen of the alleged power deed is not a valid one.

(iii) There is no dispute between parties with respect to original title of the suit property and further the relationship of the parties are admitted. Even the learned counsel for the plaintiff admitted the relationship of the parties i.e., 1st defendant is the son-in-law of the 1st plaintiff and 2nd defendant is the daughter of the 1st plaintiff. The only dispute which has to be decided is that the alleged power of attorney deed dated 11.02.2009 (Ex A3/Ex B3) is genuine power of attorney or it was executed in the guise of mortgage deed. The only contention of the plaintiff is that he executed only a mortgage deed in favour of 1st defendant and he never intended to execute power deed in favour of the 1st defendant. Hence it is clear that the plaintiff admitted the execution of document but disputed its nature and therefore the burden is on the plaintiff to prove the same.

(iv) The plaintiff to prove his case mainly relies on Ex A1 to Ex A5. The entire case of plaintiff revolves around on Ex A3, certified copy of power deed and Ex B3 original power of attorney deed dated 11.02.2009, hence it is necessary to discuss Ex A3/Ex B3 power deed. On perusal of Ex A3/Ex B3 power of attorney deed dated 11.02.2009, it

reveals that 1st plaintiff Govindasamy Gounder executed power deed in favour of 1st defendant, Sadasivam. The recitals of power deed is very clear that it empowered the 1st defendant to deal with and alienate the suit properties. Further the documents does not contain any essential features of mortgage deed such as repayment of loan interest and right of redemption.

(v) Further it is pertinent to note that one of the attesting witness in Ex B3, includes 2nd plaintiff i.e., G.Palani who is son of the 1st plaintiff, whose signature is marked as Ex B4, Even PW1 admitted that his son Palani signed as a witness and further it is evident that another witness namely Janarthanam who is the another son in law of the 1st plaintiff also signed in the power deed and whose signatures is marked as Ex B9.

(vi) Though the plaintiff examined the 1st plaintiff as Pw1 who deposed that he only executed Mortgage deed but he does not know about the date and month of its execution and further witnesses in power deed i.e., one Krishnan is examined as PW2, who admitted his signature in power deed (Ex B3) and also admitted the signature of Janarthanam and Palani in power deed. And further 2nd plaintiff herein is examined as PW3 who also admitted execution of documents but denied its nature. The learned counsel for the plaintiff also submitted that the plaintiff proved their case through PW1 to PW5 evidence, but this court deems it appropriate to note that oral evidence of those witness cannot be accepted to contradict or vary the terms or nature of document as those witness merely denied the nature of document but admitted the execution of the document. Therefore once the document is a registered document and its execution is duly proved the subsequent oral evidence to contradict or vary the terms or nature of document must be taken with caution.

(vii) Further it is relevant to state that as per section 91 and 92 of Indian Evidence Act, When the terms of a contract or disposition of property have been reduced into writing, no evidence shall be given in proof of such terms except the documents itself and oral evidence is barred from contradicting, varying, adding or subtracting from the contents of the document. In the present case the power of attorney is a registered instrument and

such document carries substantial evidentiary value. Though the plaintiff has taken plea of misrepresentation and illiteracy the same is not proved by clear, cogent and convincing evidence. Therefore documentary evidence prevails over oral evidence. The oral evidence of PW1 to PW5 does not inspire confidence as they admitted the execution of power deed but simply denied the nature of document which cannot displace the registered instrument.

(viii) Though the learned counsel contended that the 1st plaintiff has no necessity to execute power deed in favour of the 1st defendant, as the 1st defendant is residing in Pammal, whereas the 1st plaintiff is residing in the suit village. Further the learned counsel submitted that even if they assume power deed was executed by the plaintiff, the alleged power of attorney did not come into force and 1st defendant never acted as power agent to the plaintiff and submitted that as per Section 207 of Indian Contract Act the alleged Power deed is impliedly cancelled from the conduct of the parties, the said contention is untenable and cannot be accepted as the plaintiff has not taken any steps to cancel the alleged power of attorney immediately when the alleged power of attorney came to his knowledge and further there is no material to show that the plaintiff has lodged any complaint against the alleged execution of power of attorney as forged and fraud . Even the learned counsel for the defendant vehemently contended that the said contention does not apply to the present case as a power agent already acted upon and the 1st defendant has already sold the suit property to his wife i.e., 2nd defendant under a Sale deed dated dated 24.08.2011 (Ex A4 and Ex B6) and hence the power deed was acted upon.

(ix) The learned counsel for the plaintiff in support of his arguments relied on Judgment of ***Honourable Supreme Court of India, in Thankamma George Vs. Lilly Thomas and another, [Civil Appeal No.6495/2023 dated 09.07.2024]***, wherein the provision of Section 207 and 208 Indian Contract Act, is discussed. Section 207 and 208 of the Act read thus, *Revocation and renunciation may be expressed or implied. Revocation and renunciation may be expressed or may be implied in the conduct of the*

principal or agent respectively. Section 208 of the act, When termination of agent's authority takes effect as to agent, and as to third persons. The termination of the authority of an agent does not, so far as regards the agent, take effect before it becomes known to him or so far as regards third persons, before it becomes known to them. But the aforesaid proposition in above case does not apply to present case as in the present case the power agent i.e., 1st defendant acted upon on the basis of power deed (Ex B3) and executed sale deed dated 24.08.2011 (Ex B6) in favour of his wife 2nd defendant.

(x) Therefore once the power of attorney is true and valid the next aspect to be considered is the authority conferred to the agent therein. In the present case the 1st defendant after execution of power of attorney acted as an agent and dealt with the property. Further on perusal of Ex B3 original power deed it reveals the principal authorized the agent i.e., 1st defendant to deal with the property including the power to alienate the property. Hence as per section 226 of Indian Contract Act, the acts done by an agent within the scope of his authority binds the principal as if such acts were done by the principal himself. Further on perusal of Ex B6 original sale deed dated 24.08.2011 it reveals that one of witnesses Janarthanam, who is son-in-law of 1st plaintiff and also signed in the sale deed as witness, who has also signed in the power deed. Hence the total denial of power of attorney by the plaintiff makes its highly improbable and difficult to accept by this court. Further it is significant to note that once the principal executed power deed he cannot challenge the acts lawfully done by the agent within the scope of authority. Therefore this court concludes that the sale deed dated 24.08.2011 (Ex A4 and Ex B6) executed by the 1st defendant as power agent of 1st plaintiff in favour of his wife 2nd defendant is valid one and binding on the plaintiff.

(xi) Thus in view of the above discussion this court holds that the power of attorney executed by the plaintiff is true, valid and binding and consequently the sale deed dated 24.08.2011 (Ex A4 and Ex B6) executed by the 1st defendant in favour of his wife 2nd defendant is also valid one and enforceable in law. Hence this issue is answered against

the plaintiff.

10. Recast Issue No.2 to 4:-

2. Whether the plaintiff is in possession and enjoyment of the suit properties?

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

4. Whether the plaintiff is entitled for the relief of permanent injunction not to alienate the suit property as against 2nd defendant?

(i) The plaintiff alleged that he is possession and enjoyment of the suit properties and defendants are trying to alienate the suit properties to third parties on the strength of the alleged Sale deed dated 24.08.2011. The learned counsel for the plaintiff submitted that PW1 has clearly deposed that he is in possession and enjoyment of the suit properties and the defendants are not in possession and enjoyment of the suit property at any point of time. Per contra the contention of the defendants 1 and 2 is that they are in possession and enjoyment of suit properties. Though the learned counsel for plaintiff contended that DW1 admitted in his cross examination that plaintiff was in possession and cultivating the lands, it reveals from DW1 cross examination who deposed that till death of 1st plaintiff he was managing the suit properties and cultivating the land, that does not take away the title of defendants when registered sale deed is in favour of 2nd defendant.

(ii) Further the other defendants 5 and 6 also alleged that 2nd defendant is in possession of suit property and to strengthen their allegations 4th defendant who was examined as DW3 deposed that 1st and 2nd defendants are doing agriculture work in suit properties. Further it also reveals from Ex B7, joint patta stands in the name Govindaswamy Gounder and Athilakshmi for item no.1 of the suit property and even DW1 in his cross examination admitted that he took steps to change the joint patta, and further it reveals from Ex B8 patta stands in the name of 2nd defendant Adthilakshmi for item no.2 of suit property. Therefore it is evident that the suit properties are in possession and enjoyment of the 2nd defendant.

(ii) As issue No.1 is elaborately discussed and this court holds that power of attorney

O.S.No.583/2014 dated 21.04.2026

executed by the plaintiff in favour of 1st defendant is valid and consequently the sale deed dated 24.08.2011 (Ex A4 and Ex B6) executed by the 1st defendant on the strength of power deed in favour of his wife 2nd defendant is also valid one and enforceable in law and hence once the alienation in favour of 2nd defendant is upheld as valid the plaintiff ceases to have any right, title or interest over the suit properties. Therefore the plaintiff cannot seek injunction against true owner restraining the defendants from dealing with the suit property.

(iii) Accordingly this court is of considered view that plaintiff failed to establish legal title and lawful possession over the suit property and hence the plaintiff is not entitled for the relief of permanent injunction as prayed for. These issues are answered against the plaintiff.

11. Recast Issue No.5:-

5. To what other relief the plaintiff is entitled for?

The plaintiff is not entitled to any other reliefs.

12. In the result, the suit is dismissed. No costs.

Dictated to the Stenographer, typed by her and corrected and pronounced by me in open court on this the 21st day of April, 2026

District Munsif
Madurantakam

Plaintiff Side Witnesses:-

PW1- Govindasamy
PW2- Krishnan
PW3- Pazhani
PW4- Narayanan
PW5- Chandran

Plaintiff side Documents:-

- Ex. A1- Certified copy of Sale deed dated 25.08.1987
Ex. A2- Kist receipt (original)
Ex. A3- Certified copy of Power of attorney deed dated 11.02.2009
Ex. A4- Certified copy of Sale deed dated 24.08.2011
Ex. A5- Signature of PW2-Krishnan on the Ex A3 Power of attorney deed dated 11.02.2009

Defendant side Witness:-

- DW1- Sadhasivam
DW2- Adhilakshmi
DW3- Muniyammal

Defendant side Documents:-

- Ex. B1- Signature of PW2-Krishnan on the power of attorney (Ex B3) dated 11.02.2009
Ex. B2- Signature of PW2-Krishnan on the Sale receipt dated 11.02.2009
Ex. B3- Power of attorney deed dated 11.02.2009 (original)
Ex. B4- Signature of PW3-Pazhani on the power of attorney (Ex B3) dated 11.02.2009
Ex. B5- Signature of PW1-Govindasamy on the power of attorney (Ex B3) dated 11.02.2009
Ex. B6- Sale deed dated 24.08.2011 (original)
Ex. B7- Computerized patta no.156
Ex. B8- Computerized patta no.128
Ex. B9- Signature of Janarthanam on the Power of attorney deed dated 11.02.2009

District Munsif
Madurantakam