



**IN THE COURT OF THE DISTRICT MUNSIF CUM JUDICIAL MAGISTRATE
NO.I KODAIKANAL**

**PRESENT : Thiru R. ARUN PANDIAN B.A.,B.L.,(Hons). M.L.,
District Munsif cum Judicial Magistrate No.I.Kodaikanal
Friday the 19th day of June, 2026.
Original Suit No. 196 of 2010
(CNR.No.TNDG110001922010)**

1. Muthukrishnan
2. Sethuraman
3. Meenakshi

... Plaintiff

// vs //

1. Raymond Gomez
2. Kala Gomez

... Defendants

This suit came on 11th day of June 2026 for final hearing before me in the presence of Thiru.Andavaraj, Learned counsel for the plaintiffs and Thiru P.Lakshmanan, Learned counsel for the 1st defendant and Thiru.Thangaraj, Learned counsel for the 2nd Defendant and suit having stood over till this day for consideration, the court delivered the following

JUDGMENT

Suit for declaration of title regard the suit property, and a permanent injunction restraining the defendants, their agents, or anyone claiming under them from interfering with the plaintiffs' peaceful possession and enjoyment of the property and for cost.

2. The plaint allegations in brief are as follows:-

The plaintiffs contend that the suit properties situated in Vilpatti Village, Kodaikanal, though standing in the name of their paternal uncle Velusamy, were treated and enjoyed as joint family properties by Velusamy, the plaintiffs' father, and the plaintiffs. After the death of the plaintiffs' parents and later Velusamy's wife, the properties continued to be enjoyed by

Velusamy and the plaintiffs. Velusamy died intestate and without any legal heirs on 12.03.2008, leaving the plaintiffs as his only legal heirs. The plaintiffs subsequently discovered that Velusamy had executed a General Power of Attorney in favour of the first defendant on 04.02.1997. Relying on the said power, and after Velusamy's death, the first defendant allegedly fraudulently executed a sale deed dated 22.07.2008 in favour of his wife, the second defendant, in respect of the suit property. The plaintiffs assert that the power of attorney stood terminated upon Velusamy's death and, therefore, the subsequent sale deed is void and unenforceable in law. Despite legal notices calling upon the defendants to cancel the sale deed, no corrective action was taken. The plaintiffs therefore maintain that the defendants have no valid right, title, or possession over the suit property and that the impugned sale deed has cast a cloud over their title. Accordingly, they have instituted the suit seeking a declaration of their exclusive title to the suit property and a permanent injunction restraining the defendants, their agents, or anyone claiming under them from interfering with the plaintiffs' peaceful possession and enjoyment of the property.

3. The 1st defendant filed the written statement, and its brief contention is as follows:-

The defendants contend that the plaintiffs' suit is false, untenable, and liable to be dismissed. Except for matters specifically admitted, all other allegations are denied and must be strictly proved by the plaintiffs. The plaintiffs have failed to produce any evidence establishing that they are the legal heirs of Velusamy and are therefore bound to prove their heirship and consequent title to the suit property. According to the defendants, Velusamy sold 55 cents of land in Survey No. 1316/5 to the first defendant for ₹85,000 and, since an immediate sale deed could not be executed, he executed a General Power of Attorney in favour of the first defendant on 04.02.1997 and simultaneously delivered possession of the property. The power of attorney conferred full authority to deal with the property and was executed only because the first defendant had already paid the sale consideration. Acting under the said authority, the first defendant sold 28 cents to one Veeraraghavan of Chennai, which was never challenged by the plaintiffs. The remaining 27 cents were agreed to be sold to the second defendant, the wife of the first defendant, under a sale agreement dated 12.03.2004, which was later extended, and ultimately a registered sale deed was executed in her favour on 22.07.2008 upon receipt of the balance sale consideration, whereupon possession was also delivered to her. The second defendant has been in possession and enjoyment of the property ever since. The defendants further state that the plaintiffs must

prove the date of Velusamy's death and that the defendants came to know of his death only after receiving the plaintiffs' legal notice. Since Velusamy had already received the full sale consideration, delivered possession, and executed the power of attorney, the plaintiffs, who are not proved to be his legal heirs, have no right to challenge the transactions. As the plaintiffs have neither title nor possession and no valid cause of action, they are not entitled to any of the reliefs sought, and therefore the suit is liable to be dismissed with costs.

4. The 2nd defendant filed the written statement, and its brief contention is as follows:-

The plaintiffs' suit is false, vexatious, and devoid of merit, and they are not entitled to any of the reliefs sought. Except for the facts expressly admitted herein, all other averments are specifically denied and must be strictly proved by the plaintiffs. The suit property originally belonged to Velusamy, who executed a General Power of Attorney in favour of the first defendant on 04.02.1997 authorising him to deal with the property. Acting under such authority, the first defendant sold 28 cents of the property and entered into a sale agreement dated 12.03.2004 with the second defendant in respect of the remaining 27 cents for a consideration of Rs.81,000/-, receiving Rs.50,000/- as advance. The balance amount of Rs.31,000/- was agreed to be paid within one year, and the second defendant was always ready and willing to complete the transaction. Owing to the first defendant's inability to execute the sale deed within the stipulated period, the parties extended the time by 1½ years on 01.02.2007. Thereafter, on 22.07.2008, upon receipt of the balance sale consideration, the first defendant executed and registered the sale deed in favour of the second defendant and delivered possession of the property. Since then, the second defendant alone has been in possession and enjoyment of the suit property, whereas the plaintiffs were never in possession. Accordingly, the plaintiffs are not entitled to the relief of permanent injunction. The sale in favour of the second defendant is valid in law, as time is not the essence of a contract for sale of immovable property. Though Velusamy died on 12.03.2008, the sale deed was executed in pursuance of the pre-existing sale agreement dated 12.03.2004. Further, the second defendant had no notice of Velusamy's death and is a bonafide purchaser for value without notice. Therefore, the plaintiffs have no right to challenge the sale. The plaintiffs must also prove that they are the legal heirs of Velusamy. Hence, the suit is liable to be dismissed with costs.

5. Based on the assertion placed in the pleadings of the parties to the suit, the following issues stood framed for trial:

Issue 1: வாதிகள் பிராதித் கோரியுள்ள படி விளம்புகை பரிகாரம்
பெறத்தகுதியுடையவர்களா?

Issue 2: வாதிகள் கூறுவதுபோல் வேலுச்சாமி என்பவர் இறந்தபின்னர், தாவா
சொத்தை பிரதிவாதிகள் கிரையம் செய்துள்ளனரா ?

Issue 3: வேலுச்சாமி என்பவருக்கு வாரிசுகள் யார், யார் ?

Issue 4: வாதிக்கு கிடைக்கக்கூடிய இதர பரிகாரங்கள் என்ன ?

6. Oral and documentary evidences:-

On the side of Plaintiffs, the 1st Plaintiff was examined as the PW1 and Exhibits A1 to A11 were marked. Whereas behest the defendants, the 1st and 2nd defendant were examined as DW1, DW2 and Ex B1 to B3 marked.

7. Issues No. 1, 2 and 3:-

7.1 As the matters arising under Issues Nos. 1 to 3 are interlinked and founded upon a common set of facts, this Court considers it appropriate to discuss and determine both the issues together. The substance of the plaintiff's case, as pleaded, is that the suit property comprised in Survey No. 1316/5A, situated at Villpatty Village, Kodaikanal, measuring an extent of 55 cents, was originally granted patta in the name of Veluchamy, son of Palanichamy, under Ex.A1. The corresponding revenue records reflecting the name of Veluchamy, son of Palanichamy, and the extent of the property were marked as Ex.A2. There is no dispute between the parties regarding the original grant of patta and the revenue entries standing in the name of the said Veluchamy. Significantly, both the plaintiffs and the defendants trace their respective claims through the said Veluchamy. Ex.A4, being the death certificate of Veluchamy, son of Palanichamy, establishes that he died on 12.03.2008. The plaintiffs assert that Veluchamy died intestate and that he was their paternal uncle. In support of the said relationship, the plaintiffs have produced Ex.A9, the Legal Heirship Certificate. This Court is conscious of the settled legal position that a legal heirship certificate issued by the revenue authorities is not conclusive proof of succession. Nevertheless, insofar as the dispute raised by the defendants concerns the plaintiffs' relationship with Veluchamy, Ex.A9

lends support to the existence of such relationship and demonstrates their proximity to the deceased.

7.2 It is an admitted fact that the first defendant, Reymond Gomez, and the second defendant, Kala Gomez, are husband and wife. Further, from the cross-examination of DW2 Kala Gomez dated 21.04.2026, it emerges that there was no marital discord, no change in marital status between them even until the conclusion of the trial. The plaintiffs' case is that the first defendant acted merely as the power agent of Veluchamy and was authorised to act on behalf of Veluchamy during his lifetime. According to the plaintiffs, Veluchamy had empowered the first defendant through a power of attorney to deal with and effect transfers relating to Survey No. 1316/5A. The first defendant, however, disputes the plaintiffs' characterisation of his status as a mere power agent. His specific contention is that he had in fact purchased the suit property from Veluchamy for a sale consideration of Rs.85,000/-, Veluchamy unable to execute a sale deed, and that, with a view to reducing registration charges in the event of future alienations, the transaction was structured through a power deed, marked as Ex.B1. Even assuming, for the sake of argument, that the version advanced by the first defendant is true, a transaction which is in substance a sale but is deliberately clothed in the form of a power of attorney with the object of defeating the provisions of the registration law or evading the payment of proper stamp duty and registration charges would be a transaction having an unlawful object. Such an arrangement cannot receive the approval of law. If the transaction was structured solely to evade registration charges and stamp duty, the object of such arrangement would be unlawful within the meaning of Section 23 of the Contract Act.

7.3 Exhibit B1 reveals that Veluchamy executed a Power of Attorney on 04.02.1997 in favour of the first defendant, Reymond Gomez, authorising him not merely to manage but also to alienate the suit property comprised in Re-Survey No.1316/5 measuring 55 cents. During the cross-examination of DW1, the plaintiff elicited that on the very same day on which the said Power of Attorney was executed, DW1, acting as the power agent of Veluchamy, had executed a sale deed in respect of a portion of Re-Survey No.1316/5 measuring 28 cents in favour of one Veeraragavan, a resident of Chennai. Thus, the authority conferred under Exhibit B1 was admittedly acted upon by the agent for effecting conveyances. However, the crucial circumstance is that Veluchamy, the principal, died on 12.03.2008. Notwithstanding the death of the principal, the first defendant, purporting to act

under Exhibit B1, executed a sale deed dated 22.07.2008 in favour of his wife, the second defendant, Kala Gomez. The authority of an agent being derivative in nature, the same cannot survive the death of the principal. Section 201 of the Indian Contract Act, 1872, expressly provides that an agency is terminated by the death of the principal or the agent. Consequently, upon the demise of Veluchamy on 12.03.2008, the authority conferred under Exhibit B1 stood automatically extinguished.

7.4 Therefore, the sale deed dated 22.07.2008 executed by the first defendant in favour of the second defendant, purportedly as the power agent of Veluchamy, was executed without subsisting authority and is consequently void and incapable of conveying any valid title to the transferee. The fact that Exhibit B1 originally empowered alienation does not alter this legal position, since the agency itself had already come to an end on the death of the principal. It is further to be noted that the cessation of agency upon the death of the principal is automatic and does not depend upon communication or intimation of such death to the agent. Under Section 201 of the Indian Contract Act, 1872, the agency stands terminated the moment the principal dies, unless the case falls within a recognised statutory exception such as an agency coupled with interest. Therefore, the authority conferred under Exhibit B1 came to an end instantaneously on the death of Veluchamy on 12.03.2008, irrespective of whether the first defendant had knowledge of or was informed about such death. Consequently, the first defendant could not thereafter derive or exercise any authority under Exhibit B1, and any act purportedly performed by him as power agent subsequent to the death of Veluchamy, including the execution of the sale deed dated 22.07.2008 in favour of the second defendant, was without legal authority and incapable of creating, transferring, or conveying any valid title in the suit property.

7.5 As earlier specified, Ex.A9 is the Legal Heirship Certificate pertaining to the deceased Veluchamy. The plaintiffs have consistently asserted that Veluchamy was their paternal uncle and deceased leaving behind no issue or other Class I heirs. The plaintiffs further claim succession to the estate of Veluchamy as the children of his brother, thereby falling within the category of Class II heirs under the provisions of the Hindu Succession Act. Significantly, the said relationship between the plaintiffs and Veluchamy has neither been specifically challenged nor effectively rebutted by the defendants. Though a Legal Heirship Certificate is not by itself conclusive proof of succession, Ex.A9 carries considerable evidentiary value and, in the absence of any contra evidence, lends substantial support to the

plaintiffs' case. Accordingly, applying the test of preponderance of probabilities governing civil proceedings, Ex.A9 fortifies the plaintiffs' claim regarding their status as the legal heirs of the deceased Veluchamy. **Hence for the reason stated above, the Issue No.1, 2 and 3 are answered in favour of the plaintiff.**

8. Issue No.4:-

The Defendants by their oral and documentary evidence have failed to establish their possession over suit property. The plaintiffs herein having instituted suit for declaration and consequential relief of Injunction, and apprehends a threat of dispossession. The plaintiff asserts the possession of the suit property vests with them. This court being satisfied that the plaintiffs are entitled to protection of their possession. Hence, the defendants are restrained from causing any interference to the possession of the suit schedule property.

In result, the suit is decreed as follows,

- (i) The plaintiffs are entitled to the relief of declaration of title regard the suit schedule property to the extent of 27 cents.
- (ii) The Defendants are restrained from causing any interference to the possessory rights of the plaintiffs regard the suit schedule property to the extent of 27 cents.

Dictated to the Steno Typist, Typed by him in office computer and pronounced by me in open court this the 19th day of June 2026.

**District Munsif Cum Judicial Magistrate No1,
Kodaikanal.**

1. Plaintiff side witnesses:

PW1 - Muthukrishnan

2. Plaintiff side exhibits:

Ex.A1	11.08.1981	Patta	Original

Ex.A2	11.11.2000	Patta Note. While marking of the Exhibit A2 patta, the document date is inadvertently specified as 11.11.2000 whereas the patta was endorsed by Head quarters tahsildar and bears the date 11.11.2010 herein noted.	True Copy
Ex.A3	--	Adangal	True Copy
Ex.A4	--	Death Certificate	True Copy
Ex.A5	--	Encumbrance Certificate	Original
Ex.A6	--	Officer copy Legal Notice and Return Cover (Original)	--
Ex.A7	--	Office copy Legal Notice and Acknowledgment card (Original)	--
Ex.A8	--	Order copy of Hon'ble Madurai Bench of Madras High Court, Madurain in W.P. (MD).No. 12884 of 2012	True Copy
Ex.A9	10.09.2013	Legal heirs Certificate	Original
Ex.A10	10.01.2013, 23.02.2015	Kist Receipts	Original
Ex.A11	--	Legal Notice	Office Copy

3. Defendants side witnesses: Nil

DW1 - Raymond Gomez

DW2 - Kala Gomez

4. Defendants side exhibits: Nil

Ex.A1	--	Power Deed	True Copy
Ex.A2	22.07.2008	Sale Deed	Online Copy
Ex.A3	--	Patta	Computer out put copy Online Copy

5. Court witnesses: Nil

6. Court exhibits: Nil

**District Munsif cum Judicial Magistrate No.01,
Kodaikanal.**

District Munsif cum Judicial Magistrate No.I
Court, Kodaikanal

O.S. No. 196 of 2010

Fair/Draft Judgment

Dated: 19.06.2026