

TNKK040000812007



Presented on : 16-04-2007
Registered on : 16-04-2007
Decided on : 29-04-2026
Duration : 19 years, 0 months, 13 days

IN THE COURT OF THE II ADDITIONAL DISTRICT MUNSIF,
NAGERCOIL.

Present : Selvi. V. Sivaranjani, B.A., L.L.B.,
II Additional District Munsif, Nagercoil
Wednesday, on the 29th day of April, 2026.

O.S.No.208 of 2007

CNR No.TNKK04-000081-2007

T. Sudalaiyandi Pillai ... Plaintiff

-Vs-

1. S. Krishnapillai
2. K. Thanupillai
3. O. Iyyappan
4. S. Rajagopal
5. A. Chellappan
6. T. Yogeewaran
7. C.N. Velayuthaperumal
8. N. Padmanathan
9. P. Parameshwaran
10. R. Perumalpillai
11. Dr. K. Arumugaperumal
12. M. Subramaniyan
13. B. Somasundar
14. Mailerum Perumal
15. S. Iyyappan

(Addl. 6th to 10th defendants are impleaded as per order in I.A.No.1 of 2019 dated 18.11.2019 and Plaintiff Amended as per order in I.A.No.2 of 2020 dated 09.03.2022)

(Addl. 11th to 15th defendants are impleaded as per order in I.A. No.5 of 2024 dated 08.01.2025 and Plaintiff Amended as per order in I.A.No.6 of 2025 dated 06.02.2025)

... Defendants

This suit is coming on 30.03.2026 before me for final hearing, in the presence of Mr. T.K.S. Maniam, Advocate for the plaintiff and Mr. S Eswara Pillai, Advocate for the 1st to 3rd defendants, thereafter since written statement not filed, set exparte and Mr. K. Subhakaravel, Advocate for the 4th to 15th Defendants and upon hearing the both side arguments, perusing the material records and having stood over for consideration till this day, this Court hereby delivers the following:

J U D G M E N T

This suit is filed by the plaintiff for permanent injunction restraining the defendants and their men or anybody claiming through him from evicting the plaintiff forcibly from the plaint schedule property and for the cost of the suit.

2. The case of the Amended plaint in nutshell:-

The plaintiff stated that the plaint schedule property, paddy field, belongs to Kulasekarapuram Attankkarai Sudalaimadaswamy Thirukoil Trust and he is

the lessee of the plaint schedule property. Prior to the plaintiff, his father Thanupillai was the lessee upto the year 1968. Plaintiff's father assigned his tenancy right in respect of the plaint schedule property on 05.04.1968 after receiving Rs.300/- from the plaintiff as marayam and executing an assignment deed. From 05.04.1968 onwards the plaintiff claims to have been in possession and enjoyment of the plaint schedule property as its lessee by regularly paying 2.1/2 kottahs of paddy annually as rent. The plaintiff, as directed by the trustees, has been paying 2 Kottahs of paddy to the Poojari of the aforesaid temple as his salary. The remaining 1/2 kottah of paddy has been spent by the plaintiff for the expenditure of the temple and for the payment of revenue tax.

3. The plaintiff further alleged that in the year 1968 one Vallinayagam Pillai, S/o. Subramonia Pillai was appointed as a Poojari to the Sudalaimadaswamy Thirukoil and did all the Poojas. Vallinayagam Pillai received the salary of paddy from the plaintiff and issued a receipt in the name of the plaintiff. The said Vallinayagam Pillai was doing the Poojas upto the year 1993 and relinquished his job. At the time of this retirement he wrote a letter in that regard to the plaintiff. Thereafter one T. Padmanabha Kamar was appointed as the Poojari. He is doing all the Poojas and he received the paddy as salary from the plaintiff and issued receipts in the name of the plaintiff. Even now the said Padmanabha Kamar is doing all the Poojas to the

Sudalamadaswamy Thirukoil.

4. The plaintiff also insisted that he has been paying tax to the plaintiff schedule property. The tax receipts for the year 1993 and 2007 are submitted along with the plaintiff. The other tax receipts were misplaced and the plaintiff is unable to trace tax receipts.

5. The plaintiff asserts that the defendants are trustees of the Arulmigu Kulasekhara Nangai Kulasekharapuram Oor Vellalar Samuthaya Nirvaka Trust. On 09.04.2007, the defendants were elected as trustees. The defendants, who are very recently elected as trustees, are highly enimical towards the plaintiff. The plaintiff is regularly paying the Pattom paddy. The plaintiff is continuing as a lessee till now.

6. The plaintiff contended that the defendants are powerful men in all respects. Taking law into their own hands, they are trying to evict the plaintiff from the plaintiff schedule property forcibly with the help of muscle men. On 15.04.2007 at about 4 P.M., the defendants along with some musclemen threatened the plaintiff to vacate the plaintiff schedule property within a week, otherwise the defendants would evict the plaintiff forcibly. The defendants have absolutely no right to evict the plaintiff from the plaintiff schedule property, since the plaintiff has been enjoying the property as a lessee for more than 38 years. Therefore the plaintiff apprehends forcible eviction from the plaintiff

schedule property by the defendants, this suit is necessitated.

7. The case of the written statement of 4th and 5th defendants averments in brief:-

These defendants stated the plaintiff colluded with the defendants 1 to 3 and has filed this false and foul suit against these defendants. These defendants averred that the plaint schedule property is a paddy field but does not belong to the Kulasekarapuram Attankarai Sudalaimadaswamy Thirukoil trust. Virtually the plaint schedule property belongs to the Arulmighu Kulasekara Nankai Kulasekarapuram Oor Vellala community administrative trust, which consists two temple namely, 1) Kulasekara Nankai Amman Temple, 2) Attankarai Sudalaimadaswamy Temple situated at Kulasekarapuram Oor. The abovesaid trust has been managing the affairs of the abovesaid two temples. There is no trust in the name of Kulasekarapuram Attankarai Sudalaimadaswamy Thirucoil as alleged by the plaintiff.

8. These defendants also stated that it is true that the plaintiff is the lessee of the Arulmighu Kulasekara Nankai Kulasekarapuram Oor Vellala Community Administrative trust and the subject matter of the lease is the plaint schedule property. It is also true that prior to the plaintiff his father taken the schedule property in lease from the trust and he had been in possession and enjoyment of the plaint schedule property under the control of the Arulmighu

Kulasekara Nankai Kulasekarapuram Oor Vellala Community Administrative Trust. The father of the plaintiff had been giving paddy to the Poojari of the Attankarai Sudalaimadaswamy Thirukoil as per the direction of the abovesaid trust. The Plaintiff's father had no right to sub let, or assign leasehold right to anyone without the consent and concurrence of the abovesaid trust, Even though he had assigned his leasehold right to the plaintiff for one year from 04.05.1960. But the plaintiff held over the plaint schedule property after the period assigned by his father.

9. These defendants further alleged that when the plaintiff's possession over the plaint schedule property came to the knowledge of the trustees of the Arulmigu Kulasekara Nangai - Kulasekarapuram Oor Vellalar Community Administrative Trust, the then trustees questioned the right of the plaintiff over the plaint schedule property. So the plaintiff approached the then trustees of the abovesaid trust, and requested them to allow the plaintiff to be continued as the lessee of the plaint scheduled property. Besides, the plaintiff assured the then trustees of the trust that he will pay the rent to the trust regularly as per the direction of the trust. The trust also accepted the offer of the plaintiff and allowed him to continue as lessee of the trust in respect of the plaint scheduled property and directed him to pay the rent as paddy to the Poojari of the Attankarai Sudalaimada Swamy Thirucoil and obtained receipt from them.

As such the plaintiff had been measuring paddy to the then Poojari of the Attankarai Sudalaimadaswamy Thirucoil namely Vallinayagam Pillai. Thereafter he had been measuring the paddy to the another Poojari of the Attankarai Sudalaimadaswamy thirucoil namely T. Padmanaban. But now the plaintiff has not been paying any rent to either the trust of the employee of the trust from the month of April 2003 to till date. So the plaintiff has become a chronic defaulter in payment of rent to the trust.

10. These defendants also contended that as per the direction of the trustees of the Arulmigu kulasekara Nankai Kulasekarapuram Oor Vellala Community administrative trust, the plaintiff has been paying the tax to the plaint schedule property and claimed that the defendants are the trustees of the Arulmigu Kulasekara Nankai Kulasekarapuram Oor Vellalar Community administrative trust. Virtually the Ist defendant has been elected as Secretary to the trust, the 2nd and 5th defendants have been elected as committee members and the 3rd defendant has been elected as President and the 4th defendant has been elected as treasurer. After the election on 09.04.2007 the defendants did not assume charges of the trust and did not start to function the trust smoothly. But on account of burden of work and inconvenient circumstances of the families of these defendants, these defendants were not able to co-operate with other dignatories of the trust to assume charge. so the office of the trust has become

defuncto. So the varikarars of the trust have lost confidence over the trust. Hence the Varikarars of the trust made an arrangement to convene the general body meeting and the general body meeting convened on 29.04.2007 and a new set of five persons namely 1) M. Sankaran, 2) S. Parameswaran 3) S.Sivaramalingam, 4) O. Sudalaiyandi, 5) V. Sivaraman have been elected as President, Secretary, Treasurer and Committee members respectively. So now the defendants 1 to 5 have no bearing with the trust as dignitary of the trust. Thus this suit is bad for non-joinder of necessary parties as well as misjoinder of unnecessary parties. The above present office bearers of the trust are necessary parties to this suit.

11. These defendants further assert that the plaintiff is not regularly paying the pattom of paddy. Virtually the plaintiff has not been paying any rent to either the trust or to the employee. Further the defendants are not powerful men in all respects and only law abiding citizens, since these defendants have resigned their postings which they held in the trust they have no necessity to try to evict the plaintiff from the plaint schedule property.

12. These defendants also denied that on 15.04.2007 at about 4 P.M. the defendants along with some musclemen threaten the plaintiff to vacate the plaint schedule property within a week. Otherwise the defendants would evict the plaintiff forcibly. As stated supra these defendants had no time to look after the

affairs of the trust due to their family work burden. So these defendants have no necessity to take steps to evict the plaintiff from the plaint schedule property.

13. These defendants contend that since the defendants are not office bearers of the Arulmigu Kulasekara Nangai - Kulasekarapuram Oor Vellalar Community Administrative Trust, at present the defendants has no right to evict the plaintiff from the plaint schedule property. But the present office bearers or the abovesaid trust have got every right to evict the plaintiff from the plaint schedule property after adhering due process of law. The plaintiff has no cause of action against the defendants to file this suit. The plaintiff suppressed all material facts and filed this suit. Hence, the suit is to be dismissed.

14. **The case of the written statement of 6th to 10th defendant adopted by the 11th to 15th defendants averments in brief:-**

The 6th to 10th and 11th to 15th defendants had become new administrators of the trust thereby impleaded pending suit in the year 2019 and 2025 respectively. Subsequently, the 6th to 10th defendants filed written statement only in the year 2025 which was adopted by 11th and 15th defendants. The above defendants denied that the plaint schedule property belongs to Kulasekarapuram Attankarai Sudalaimadaswamy Thirukoil Trust. Virtually the plaint schedule property belongs to Arulmighu and Attankarai kulasekarapuram

Nangaiammankovil Sudalaimadaswamy Kovil Vellala Samuthaya Nirvaga Trust (herein after called as Oorvagai trust) and claims the said trust exclusively belongs to the varikarars of the above said trust. The dignitaries of the will be selected in the general body meeting. The trust has 543 members and the members have been regularly contributing their varies to the trust. Hence except the members of the trust none else has any right or privilege with the temple and the properties belong to the trust. Hence there is no trust in the name of Kulasekarapuram Attankarai Sudalai Madaswamy Thirukovil Trust.

15. The 6th to 15th defendants submitted that with an intention to usurp the plaint schedule property and Kulasekarapuram Attankarai Sudalaimadaswamy temple, the plaintiff with the support of his brothers and colleagues have fabricated a document as trust deed and claiming right over the Kulasekharapuram Attankarai Sudalaimada Swami Temple as if the said Kovil belongs to the family temple of the plaintiff and the properties of the temple also belongs to the plaintiff's family trust.

16. The 6th to 15th defendants drastically denied that the plaintiff is the lessee of the plaint schedule property and stated that as one of the varikarars of the trust, the plaintiff's father Thanupillai had been inducted as lessee in the plaint schedule property by the then trustees of the Oor vagai trust. The lease is an oral one. As per the lease agreement the plaintiff's father agreed to give

----kottas of paddy to the trust per crop. Since the plaint schedule property is a double crop paddy field, the plaintiff's father had to -----give kottas of paddy to the trust. the plaintiff's father had been giving rent to the trust then and there. Some time he used to pay rent as salary to the poojari of the Attankarai Sudalaimadaswamy temple under directions of the then trustees of the Oor vagai trust. As such even the father of the plaintiff had become a chronic defaulter in payment of rent to the trust.

17. Further it is denied by the 6th to 15th defendants that the father of the plaintiff assigned his tenancy right in favour of plaintiff and claims that the plaintiff's father had no right to execute any assignment deed in respect of the plaint schedule property in favour of anybody else. Further in the year 1968 the plaintiff was only seven years old tender child. Hence he cannot enter into any agreement or contract with anybody else. Hence the execution of assignment deed in favour of the plaintiff is highly illusion and incredible one. Further since the deed is unregistered one the plaintiff cannot claim any right through the assignment deed. Hence the plaintiff is not the lessee of the property based on the assignment deed. Hence the plaintiff is not entitled to claim any right over the plaint schedule property as lessee.

18. The 6th to 15th defendants vehemently denied that the plaintiff has been regularly paying 2.1/2 kottas of paddy annually as rent. Actually the

plaintiff has not paid rent regularly to the trust. Since it is a double crop paddy field per crop 2.1/2 kottas paddy to be paid as rent. the Oor vagai trust had directed the father of the plaintiff to pay rent to the trust. The trust never directed the plaintiff to pay rent to the trust since the plaintiff is not the lessee of the trust.

19. The 6th to 15th defendants asserts that Mr. Vallinayagam pillai and Mr. T .Padmanabakumar had been appointed as poojaries for Sudalaimadan temple by the Oor vagai trust. Since the plaintiff was also one of the varikaras of the trust once he had been elected as a trustee for the trust. Hence he has been entrusted the duties to look after the properties by paying tax to the property and collecting rent. So he has paid salary to the poojaries who have been appointed by the oor vagai trust and paid tax to the properties and obtained receipts. Now he is misusing those receipts for sustain his false claim.

20. The 6th to 15th defendants denied that the plaintiff is paying the pattom of paddy regularly and he is continuing as lessee till now. Actually the plaintiff never paid any pattom either to the trust or to the poojari of the Attankarai sudalaimadan temple. Hence he is not entitled to get any relief from this court. After the death of the father of the plaintiff, the plaintiff trespassed into the plaint schedule property and held over the same without paying any rent to the Oor vagai trust. Hence the plaintiff is not entitled to get any relief from this court and no such occurrence had happened as alleged by the plaintiff on

15.04.2007. Hence, the suit is to be dismissed.

21. On the basis of the averments of the Plaint and Written statements, and upon hearing both sides, this court framed the following issues:-

1. Whether the plaintiff is entitled to the relief of Permanent injunction as prayed for?

2. To what other reliefs?

22. On the side of the Plaintiff, Plaintiff was examined as PW1 and through him Ext. A1 and A10 were marked and Ex.A11 marked while cross examination of DW1 and Thiru. Nallaperumal Pillai was examined PW2. On the side of the defendants, 12th defendant was examined as DW1 and through him Ext.B2 to B21 marked and Ex.B1 marked while cross examination of PW1.

23. Citations given by either counsels perused.

Citations given by the Plaintiff's Counsel:

2024 (1) MWN (Civil) 764, 2024 SAR (Civ) 1150 2024 SAR Online (SC) 518 2024 INSC 518, Jitendra Singh vs. The state of Madhya Pradesh on 06.09.2021 of the Hon'ble Supreme Court of India, 2017 (1) MWN (Civil) 268, 2024 (3) MWN (Civil) 183, 2025 SAR (Civ) 1134 2025 SAR online (SC) 990 2025 INSC 1027.

Citations given by the Defendant's Counsel:

2008 (4) Supreme Court 594, 2019 (2) T.N.C.J.46 (SC), Bhargavakula Nainargal Sangam, Thiruvannamalai v. Arunachala Udayar 1990-1-L.W, E. Sathidass v. C. Ponnuswamy and another of the Hon'ble Madras High Court.

24. Answer to Issue No.1:

24.1. It is the case of the plaintiff that the plaintiff claims to have been in possession on the basis of the lease over the plaint schedule property. Nowhere in the plaint, the plaintiff claimed title over the plaint schedule property. While looking into the relief sought by the plaintiff also, it is a suit for only permanent injunction not to evict the plaintiff forcibly from the plaint schedule property.

24.2. Per contra, the 4th and 5th defendants on the one hand admitted that the plaintiff is the lessee of the Arulmighu kulasekara Nankai Kulasekarapuram Oor Vellala Community Administrative trust, the subject matter of the lease is the plaint schedule property and the plaintiff's father taken the schedule property in lease from the trust and he had been in possession and enjoyment of the plaint schedule property under the control of the Arulmighu Kulasekara Nankai Kulasekarapuram Oor Vellala Community Administrative Trust.

24.3. On the other hand claiming the plaint schedule property belongs to the above said Arulmighu Kulasekara Nankai Kulasekarapuram Oor Vellala Community Administrative Trust, which consists two temple namely 1) Kulasekara Nankai Amman Temple 2) Attrankarai Sudalaimadaswamy Temple situated at Kulasekarapuram Oor. The abovesaid trust has been managing the affairs of the above said two temples. There is no trust in the name of Kulasekarapuram Attankarai Sudalaimadaswamy Thirucoil as alleged by the plaintiff.

24.4. The 6th to 15th defendants in his written statement has given new name to the Arulmighu Kulasekara Nankai Kulasekarapuram Oor Vellala Community Administrative Trust as Oor Vagai Trust and on the whole, claims adverse to the statement of the 4th and 5th defendants, stating that the plaintiff is denying the title of the Oor vagai trust over the plaint schedule property and claims that the plaintiff is not the lessee of the plaint schedule property but only a trespasser; he is not paying any rent to the Oor vagai trust, which is the owner of the trust. Further the plaintiff has no competency to enter into the assignment deed with his father and the same has not been registered. Further with an intention to usurp the Oor vagai property, the suit has been filed. The learned counsel for the defendants staunchly argued that the suit is not maintainable without seeking declaration of title since there is a serious cloud over title.

24.5. On bare perusal of the plaint would demonstrate that the plaintiff has not claimed any title over the plaint schedule property. As such, this court is of the view that only because the defendant claims title over the plaint schedule property would not in any way, create a cloud over the title of the plaintiff, thereby compelling the court to decide upon title.

24.6. Accordingly, with regard to the submission made by the learned counsel for the defendant, this court observed that the principle that plaintiff cannot seek for a bare permanent injunction without seeking a prayer for declaration is not applicable to the facts of the present case. Therefore, this suit for bare permanent injunction is maintainable even without a prayer for declaration of title. Hence, this court is of the considered view that it is sufficient for the plaintiff to prove settled possession over the plaint schedule property for the relief of permanent injunction.

24.7. In order to establish the case of the plaintiff, plaintiff has been examined as PW1 through him, Ext A1 to A11 marked. Ext.A1 is the notebook of receipts dated from 24.10.1968 to 01.04.2007. Ext. A2 is the receipt dated 15.03.1993 in the name of the plaintiff issued by the Valli Nayagam Pillai. Ext.A3 is the Land tax receipts dated 12.04.2007, 13.09.1994, 21.07.2011, 10.07.2012 in the name of the plaintiff for Kulasekarapuram Attankkarai Sudalaimadaswamy Thirukoil Trust. Ext.A4 are the Lease rent receipts dated

from 2007 to 2016 in the name of the plaintiff. Ext. A5, the registered trust deed dated 02.07.2007 bearing Doc No.689/2007. Ext.A6 is the unregistered assignment deed dated 05.04.1968 in the name of the plaintiff executed by the plaintiff's father. Ext.A7 is the Pass book of the Y.48 Mylaudy Primary Agricultural Co-operative Bank Ltd. in the name of Kulasekarapuram Aatrankarai Sudalaimadaswamy Thirukoil VazhipaattuKuzhu (Parambarai) Trust. Ext.A8 is the Land Tax Receipts dated 17.07.2012, 17.09.2014, 19.09.2014, 26.10.2013, 12.03.2025, 09.01.2024, 05.07.2023, 06.12.2022 and 19.07.2014 in the name of Kulasekarapuram Aatrankarai Sudalaimadaswamy Thirukoil. Exhibit A9 is the fixed deposit receipt from Y.48 Mylaudy Primary Agricultural Co-operative Credit Society Ltd., in the name of Attankarai Sudalaimadaswamy. Ext. A10 are the Lease rent receipts dated from 2017 to 2025 in the name of the plaintiff.

24.8. Ext. A1 disclose that the plaintiff has regularly paid required rents in the form of Paddy as required and received receipts from Valli Nayagam Pillai and Padmanabhan, Kulasekarapuram Attankkarai Sudalaimadaswamy Thirukoil. Ext. A2 shows that the Valli Nayagam Pillai was a poojari till March 31 and resigned by receiving salary in the form of paddy from the plaintiff stating he could not continue doing pooja for April. Ext. A3 clearly shows that the land tax receipts dated 12.04.2007, 13.09.1994, 02.07.2011 and 10.07.2012, paid for

Survey No. 106/11 (Patta No.634) is in the name of the plaintiff for Kulasekarapuram Attankkarai Sudalaimadaswamy Thirukoil Trust. Ext.A4 disclose that the plaintiff has paid lease rent properly from the year 2007 to 2016 and received receipts from the Secretary of Kulasekarapuram Attankkarai Sudalaimadaswamy Thirukoil VazhipaattuKuzhu (Parambarai) Trust. Ext. A5 shows that the plaintiff being the founder and President of Kulasekarapuram Attankkarai Sudalaimadaswamy Thirukoil VazhipaattuKuzhu (Parambarai) trust established the above trust on 02.07.2007 for the benefit and welfare of the devotees of the Kulasekarapuram Attankkarai Sudalaimadaswamy Thirukoil and for the good maintenance the said temple and registered as Doc No. 689/2007. Ext.A6 shows that the plaintiff father assigned his tenancy right on 05.04.1968 after receiving Rs.300/- as a (maarayam) consideration amount for a period of 1 year till 04.04.1969. Exhibit A10 disclose that the plaintiff has paid lease rent properly from the year 2017 to 2025 and received receipts from the Secretary of Kulasekarapuram Attankkarai Sudalaimadaswamy Thirukoil VazhipaattuKuzhu (Parambarai) trust.

24.9. The above Ext.A1, Ext.A4, Ext.A8 and Ext.A10 shows clearly the continuous possession of the plaintiff over the plaint schedule property from the year 1968 till the suit and pending the suit. Even though Ext.A6, an alleged assignment deed is for a period of one year and also an unregistered one, this

court observes that even after one year, the plaintiff has been in juridical possession as tenant at sufferance and an unregistered can very well used for a collateral purpose thereby it corroborates the above receipts and substantiates the plaintiff's claim of possession.

24.10. In addition to that, it is categorically admitted by the 4th and 5th defendants that the plaintiff is the lessee of the Arulmighu Kulasekara Nankai Kulasekarapuram Oor Vellala Community Administrative Trust, the subject matter of the lease is the plaint schedule property and the plaintiff's father taken the schedule property in lease from the trust and he had been in possession and enjoyment of the plaint schedule property under the control of the Arulmighu Kulasekara Nankai Kulasekarapuram Oor Vellala Community Administrative Trust. Having admitted that the subject matter of the lease is the schedule property and the plaintiff is lessee, the question as to whether plaint schedule paddy field comes under Arulmighu kulasekara Nankai Kulasekarapuram Oor Vellala Community Administrative trust since Kulasekarapuram Attankarai Sudaleimadaswamy Thirucoil also comes under the above said trust is not the real controversy between the parties to be decided in the suit.

24.11. In addition to that, DW1 while deposing has also admitted that the plaint schedule property is in the possession of the plaintiff over 35 years .

24.12. Therefore, the plaintiff has proved his settled possession over the plaint schedule property.

24.13. At this juncture, this court would like to cite the ruling in **A.SUBRAMANIAN vs. R. PANNERSELVAM: LL 2021 SC 71**, wherein the Hon'ble Supreme Court upheld the Hon'ble Madras High Court decision as follows,

“Even a trespasser, who is in established possession of the property could obtain an injunction”.

The relevant extract of the above rulings observed are as follows:

“The High Court was also right in its view that it is a common principle of law that even trespasser, who is in established possession of the property could obtain injunction. However, the matter would be different, if the plaintiff himself elaborates in the plaint about the title dispute and fails to make a prayer for declaration of title along with injunction relief. The High Court has rightly observed that a bare perusal of the plaint would demonstrate that the plaintiff has not narrated anything about the title dispute obviously because of the fact that in the previous litigation, DWI failed to obtain any relief. The High court has rightly observed that the principle that plaintiff cannot seek for a bare permanent injunction without seeking a prayer for declaration is not applicable to the facts of the present case”.

24.14. Therefore, since the plaintiff proved his continuous settled possession over the plaint schedule property, this court holds that the plaintiff established his case and discharged the initial burden of proof.

24.15. Now the onus shifts to the defendants to rebut the case of the plaintiff, the defendants examined 12th defendant as DW1 and adduced Ex.B1 to Ex.B21 in order to prove that Kulasekarapuram Attrankarai Sudalaimadaswamy Thirucoil comes under Arulmighu Kulasekara Nankai Kulasekarapuram Oor Vellala Community Administrative Trust and thus the plaint schedule property also comes under Arulmighu Kulasekara Nankai Kulasekarapuram Oor Vellala Community Administrative Trust.

24.16. Since it is already found out that the real controversy does not arise in title but with respect to only possession. In addition to that, the documents filed by the defendant from Ext.B1 to Ex.B10 and Ext.B11 are all with respect to the property in the survey number 224/11 and 224/12 and with regard to Arulmighu kulasekara Nankai Kulasekarapuram Oor Vellala Community Administrative trust thus, not at all relevant to the plaint schedule property which is situated in resurvey number 106/11. Even if the defendant wants the court to decide upon the title of the plaint schedule property, the defendant must have filed a counter claim for recovery of possession but the defendant failed to do so. Ex.B11 alone is a patta for the plaint schedule

property in survey number 106/11 in which it clearly states the plaintiff's father name as trustee of Kulasekarapuram Vellalar Oor Swamy Maasana Sudalaimadaswamy.

24.17. Even assuming that the said above temple comes under the Arulmighu kulasekara Nankai Kulasekarapuram Oor Vellala Community Administrative trust, it does not in any way rebut that the plaintiff is not in possession of the plaint schedule property. Hence, the defendant failed to discharge his burden of proof.

24.18. Accordingly, this court holds that the plaintiff is entitled for the relief of permanent injunction restraining the defendants and their men from evicting the plaintiff forcibly from the plaint schedule property. As such, the suit is decreed in favour of the plaintiff.

25 Answer to Issue No.2

In view of the above answered issues and upon the facts and circumstances of the case, this court holds that both the parties are not entitled to any other reliefs.

In the result, the suit is decreed, the permanent injunction restraining the defendants and their mens from evicting the plaintiff forcibly from the plaint schedule property is granted. The Parties shall bear their respective cost.

The Judgment is directly dictated to steno-typist typed in computer, and after making necessary corrections, and pronounced by me in the open court, this the 29th day of April 2026.

II Additional District Munsif,
Nagercoil.

Plaintiffs side witnesses :-

PW1. Thiru. T. Sudalaiyandi Pillai (Plaintiff)

PW2. Thiru. Nallaperumal Pillai

Plaintiffs side Documents :-

Ex.A1	24.10.1968 to 01.04.2007	Note book of receipts
Ex.A2	15.03.1993	Receipt issued by Vallinayagam Pillai to the Plaintiff
Ex.A3	13.09.1994, 12.04.2007, 21.07.2011, 10.07.2012	Land Tax receipts in the name of the plaintiff for Kulasekarapuram Attankkarai Sudalaimadaswamy Thirukoil Trust. (Original) (4 Nos)
Ex.A4	2007 to 2016	Lease Rent receipts in the name of the plaintiff
Ex.A5	02.07.2007	Trust Deed bearing Doc No.689/2007
Ex.A6	05.04.1968	Assignment deed executed by the plaintiff's father. in the name of the plaintiff
Ex.A7	...	Pass book of the Y.48 Mylaudy Primary Agricultural Co-operative Bank Ltd. in the name of Kulasekarapuram Attankkarai Sudalaimadaswamy Thirukoil VazhipaattuKuzhu (Parambarai) Trust.
Ex.A8	17.07.2012, 17.09.2014, 19.09.2014, 26.10.2013, 12.03.2025, 09.01.2024, 05.07.2023, 06.12.2022, 19.07.2014	Land Tax receipts (9 Nos) in the name of Kulasekarapuram Masana Sudalaimada Swamy Vagai

Ex.A9	...	Fixed Deposit receipt (compared with original)
Ex.A10	...	Lease Rent receipts
Ex.A11	26.04.2004	Sale Deed in the name of Kulasekarapuram Attankarai Sudalimadaswami Temple

Defendants side witnesses:-

DW1. Thiru. Subramoniyam (12th defendant)

Defendants side document:-

Ex.B1	17.05.2024	Copy of order in I.A.No.2 of 2024 in O.S.No.59 of 2019
Ex.B2	...	Patta for the land bearing Survey Nos. 224/11 and 224/12 situated within Myladi Village, where the Kulasekarapuram Attankarai Sudalimadaswami Temple is located stands in the name of the Trustee of the Kulasekarapuram Nangaiyamman Trust.
Ex.B3	...	Survey Plan for the Survey No.224/11
Ex.B4	...	Survey Plan for the Survey No.224/12
Ex.B5	...	'A' register for the Survey No.224/11, 12
Ex.B6	...	Survey Plan issued by Village Administrative Officer
Ex.B7	...	Photographs to show the Aathankarai Sudalimadaswami Temple
Ex.B8	08.02.2020	Invitation for Thaipooam Festival
Ex.B9	...	Copy of application filed in I.A.No.2 of 2024 in O.S.No.59 of 2019
Ex.B10	...	Copy of Amended Complaint in O.S.No.59 of 2019
Ex.B11	...	Computer Patta for the Complaint schedule property in Survey No.106/11 (Patta No.634)
Ex.B12	23.05.2024 to 25.05.2024	Invitation for Kulasekarapuram Vellala Samuthaya Vagai Arulmighu Aathankarai Sudalimadaswami Temple Festival
Ex.B13	10.04.2019	Invitation for Aathankarai Sudalimadaswami Temple Astapanthana Maha Kumbabiseka Festival
Ex.B14	05.01.2004, 19.07.2006, 26.02.2019, 14.07.2025	Property Tax Receipts for Complaint schedule Property (4 Nos.)

Ex.B15	19.01.1993	Resolution of the General Body of the Kulasekarapuram Oor Nangai Amman Trust
Ex.B16	05.02.1995	Resolution of the General Body of the Kulasekarapuram Oor Nangai Amman Trust
Ex.B17	02.04.1995	Resolution of the General Body of the Kulasekarapuram Oor Nangai Amman Trust
Ex.B18	21.12.1996	Resolution of the General Body of the Kulasekarapuram Oor Nangai Amman Trust
Ex.B19	03.03.2002 & 12.04.2002	Resolution of the Executive Committee of the Kulasekarapuram Oor Nangai Amman Trust
Ex.B20	17.04.2002 & 18.04.2002	Resolution of the Executive Committee of the Kulasekarapuram Oor Nangai Amman Trust
Ex.B21	24.05.2002 & 20.06.2002	Resolution of the Executive Committee of the Kulasekarapuram Oor Nangai Amman Trust

II Additional District Munsif,
Nagercoil.

II ADM
Draft/Fair Judgment
in O.S.No.208/2007
Dt.29.04.2026