

IN THE COURT OF PRINCIPAL DISTRICT MUNSIF
AT KANCHEEPURAM

PRESENT: Tmt.Fanny Rajan, B.A., B.L.,(Hons)

Principal District Munsif, Kancheepuram

On Thursday, the 30th day of April 2026

O.S.No.227 of 2010

CNR. No.TNKP08-000097-2010

G.Arul

...Plaintiff

//Versus//

1. P. Panner selvam

2. S. Mani (died)

3.A. Radhakrishnan

(Amended as per I.A. No. 685 of 2018, dated 07.08.2018)

4.D. Munian

5. D. Kannan

(Amended as per I.A. No. 686 of 2018, dated 07.08.2018)

6. P. Rajendran

(Amended as per I.A. No. 687 of 2018, dated 07.08.2018)

7. Chinammal

8. M. Bhakthavathchalam

9.M. Moorthy

(7th to 9th defendants Amended as per I.A. No. 5 of 2022, dated 09.12.2022)

... Defendants

This suit has come up on 08.04.2026 for final hearing before me in the presence of M/s.T.C.Soundararajan Counsel for the Plaintiff, M/s.P.S.Sugapriyan counsel for the 1st defendant, the 2nd defendant died, M/s.Y.Thyagarajan counsel for the 3rd to 6th defendants and 7th to 9th defendants

were set exparte on 28.09.2022 in I.A.No.2 of 2022; upon hearing the learned counsel for the Plaintiff, 3rd to 6th defendants, perusing the connected material records and having stood over till this day for consideration, this court delivers the following:

JUDGMENT

1. This suit is filed seeking for granting permanent injunction against the defendants restraining from in any way interfering with plaintiff's peaceful possession and enjoyment of the suit property and for costs.

Concise Statement of the Plaintiff as per the Plaint:

2. The plaintiff has averred that the suit property absolutely belonged to him, having purchased from one Sivakozhunthu Chettiar Vagayara through their Power agent D. Gurunatha Mudaliar in pursuance of a registered sale deed dated 27.07.2009. Since purchase, he is enjoying it transferring revenue records in his name. The title of his predecessors runs for more than 100 years and no other person has any right. The Defendant is trying to encroach upon his Patta property without any right. On 06.06.2010 the defendant with his men tried to trespass upon his suit property which was successfully prevented. Hence, this suit for permanent injunction.

3. During pendency of the suit, the 2nd defendant claimed rival title and hence impleaded as the 2nd defendant. Further, the 3rd to 6th defendant filed a petition to get themselves impleaded without any right and thus impleaded. The 2nd defendant died pending suit and hence his legal heirs were impleaded as 7th to 9th defendant to avoid multiplicity of proceedings.

Concise Statement of the defendant as per the Written statement filed by the 1st defendant:

4. The 1st defendant denied all the allegations and stated that he is concerned about item No.3, 6, 7 of the suit property only. One Srinivasachettiar is the kuthagaidar of Sivakolunthi Chettiar filed an injunction suit in O.S.No.389 of 1991 against his father. In which the said Srinivasa Chettiar claimed that the property in S.No.120/1, 120/4 belonged to the Sivakolunthu Chettiar Trust and was leased to him in 1964. The same was dismissed on 28.07.1998. No appeal is preferred against the same. After perusal, it was found in the judgment that there was no adangal in their name, the Patta for the said properties stand in the name of Muthukumarasami and 10 others.

5. The Patta for S.No.120/1, 120/4 stand in the name of Muthukumarasami, Srinivasan, Viswantha Reddy, Lakshmi, Loganatha Reddy, Mani, Ponnurangan (his father), Krishnan, Durai, Munusami Naicker, Duraisami, Kanniappa

Naicker, Sornappa Naicker, Annammal, Kamatchi. Accepting the same, the said Sivakolunthu Chettiar filed CTP No.1 of 2000 omitting S.No.120/1, 120/4, 93/2D. As per the A-Register, the Patta No.118, 123, 122 for S.No.93/2D and 120/1, 120/4 stands in the name of his father and Muthukumarasami and others including his father respectively. The current Patta No.162, 161, 173 for S.No.120/1, 120/4 and 93/2D stand in the name of Mrs.Muthulakshmi and others and Muthammal and others.

6. His father Ponnurangam died on 15.07.2006 leaving behind his wife Muthuammal, daughters Thilagam, Amsa, Neelai, Rani and son Pannerselvam (i.e. himself) (1 to 6), legal heirs of Durai his wife Rajammal, sons Ashokkumar, Srikanth, Vijayan, daughters Jaya, Gowri (7 to 12), legal heirs of Mani his wife Parvathi, sons Prabhakaran, Saravanan, Pandiyan, daughter Thenmozhi (13 to 17), legal heirs of Lakshmanan his son Krishnan (18). They all executed a Partition Deed dated 10.07.2009 and was allotted S.No.120/1, 120/4 and 93/2D 1 to 6 with 1/13th share in the Samuthayam property. Thereby the properties is sub divided as S.No.93/2D1, S.No.93/2D2, S.No.93/2D3, S.No.93/2D4 granting patta No.193, 192, 191, 190 in favour of persons mentioned as 1 to 6, 7 to 12, 13 to 17, 18 respectively.

7. There is no possession with the Plaintiff, as no patta, chitta and adangal is filed for more than 30 years. They are in uninterrupted peaceful possession. Though the partition deed is reflected in the encumbrance certificate, the Plaintiff proceeded with the Sale Transaction dated 27.07.2009. The sale is collusive, as he is the son of the alleged power agent. The Plaintiff has no title, this suit without declaration is not maintainable. The suit is bad for non joinder of necessary parties. Hence, the suit has to be dismissed.

Concise Statement of the defendant as per the Written statement filed by the 4th defendant and adopted by 3rd and 5th defendants:

8. The defendants have denied the allegations in the plaint and stated that the Kurivimalai Village was a Srothriam Village before survey and settlement abetting the pallar river with irrigation rights from the river and the village tank. The entire agricultural lands in the suit village were held by 12 panguthars, who owned and possessed such pangu rights in irrigation. Also the samudayum properties in S.No 120/1- 1.04 cents, 120/4-1.60 cents and 134-0.72 cents were held by 12 panguthars etc. such as Iyers, Naickers and Chettiars in common, for thrashing harvested crops.

9. One R.Viagraghava Achariyar (iyer) owned 3 pangus in the suit village and these defendants purchased one of the said pangu from the legal heirs of the

said R. Vijayaraghava Acharyar under a Registered Sale deed dated 24.11.2000. However, it mentioned as if 3 pangus were purchased and thus, the registered rectification deed dated 10.12.2001 was executed for one pangu. The 6th defendant purchased 1/12th pangu in the samuthayam property for item No. 6 to 8 vide registered Sale Deed dated 13.12.2001. His father Durai Pillai and brothers Perumal Pillai and Radhakrishna Pillai purchased one other pangu from the legal heirs of the said R.Vijayaraghava Acharyar, vide 3 separate Sale deeds dated 13.12.2001 for item No.6, 7, 8 each. The 3rd Pangu was purchased by the 2nd defendant vide Sale Deed dated 24.05.2000.

10. An interse dispute between the 2nd defendant, 6th defendant and his father Durai Pillai arose regarding the item No.6 to 8 properties. With regard to the rights, O.S.No.416/2009 was filed by his father regarding the suit items 6 to 8 for declaration and consequential injunction. It was decreed on 30.01.2015 declaring the 1/12th pangu in the samudhayam property. Similarly, O.S.No.418/2009 was filed for declaration and injunction by the 6th defendant and decreed on 30.01.2015 confirming his right in 1/ 12th pangu of the said samudayam properties.

11. On coming to know about this, the Plaintiff filed this suit against the 1st defendant who had no right except a wrongful patta behind the original owners.

Further, the Plaintiff filed a petition to implead the 2nd defendant against whom his father and 6th defendant filed suit. Therefore, a petition was filed for implead as absolute owners of the defendants 3 to 5 of 1/12th pangu for item No.6 to 8. Hence the suit is vexatious and has to be dismissed.

Concise Statement of the defendant as per the 6th Written statement:

12. The defendant has denied the allegations and stated that the Kurivimalai Village was a Srothriam Village before survey and settlement abetting the pallar river with irrigation rights from the river and the village tank. The entire agricultural lands in the suit village were held by 12 panguthars, who owned and possessed such pangu rights in irrigation. Also the samudayum properties in S.No 120/1- 1.04 cents, 120/4-1.60 cents and 134- 0.72 cents were held by 12 panguthars etc. such as Iyers, Naickers and Chettiars in common, for thrashing harvested crops.

13. One R.Viagrghava Achariyar (iyer) owned 3 pangus in the suit village and these defendants purchased one of the said pangu from the legal heirs of the said R. Vijayaraghava Acharyar under a Registered Sale deed dated 13.12.2001. One Durai Pillai and his brothers Perumal Pillai and Radhakrishna Pillai purchased one other Pangu from the said legal heirs under registered Sale Deeds which was duly corrected by the registered correction deed dated

10.12.2001. The 3rd pangu alone belonged to Mani, i.e. the 2nd defendant vide a sale deed dated 24.05.2000.

14. An interse dispute between the 2nd defendant, him and 4th defendant's father Durai Pillai arose regarding the item No.6 to 8 properties. With regard to the rights, O.S.No.416/2009 was filed by the 4th defendant father regarding the suit items 6 to 8 for declaration and consequential injunction. It was decreed on 30.01.2015 declaring the 1/12th pangu in the samudhayam property. Similarly, O.S.No.418/2009 was filed for declaration and injunction by him and decreed on 30.01.2015 confirming his right in 1/ 12th pangu of the said samudayam properties.

15. On coming to know about this, the Plaintiff filed this suit against the 1st defendant who had no right except a wrongful patta behind the original owners. Further, the Plaintiff filed a petition to implead the 2nd defendant against whom the 4th defendant's father and he filed suit. Therefore, a petition was filed for implead him as absolute owner of 1/12th pangu for item No.6 to 8. Hence the suit is vexatious and has to be dismissed.

16. Upon perusal of the records, the 2nd defendant had died. Whereas, the defendants 7 to 9 are his legal heirs. The notice to them were served in the I.A.No.2 of 2022 seeking to implead the legal heirs of the deceased 2nd

defendant and they were called absent and set exparte on 28.09.2022. Hence, knowledge of suit of the defendants 7 to 9 is satisfactory. Therefore, this court proceeds to decide the issue on merits.

Issues:-

17. On perusal of the plaint and written statement filed by the defendant, this Court framed the following issues on 28.02.2011.

(i) Whether the plaintiff is entitled the relief as prayer for?

(ii) To what other relief?

18. **Evidences:-** To prove his case, the Plaintiff has examined himself as PW1 and a third party witness as PW2, marking Ex.A1 to Ex.A4 documents. On the side of the defendants, the 1st defendant had marked Ex.B7 though the PW1 cross examination. But no oral evidence was adduced by the 1st defendant. To prove the case of the defendants 3 to 6, the 4th defendant himself was examined as DW1 and has marked Ex.B1 to Ex.B6.

Discussion and Findings:

19. This Court considers the submissions of the Learned Counsel for the Plaintiff and the defendants 1, 3 to 6. This court also perused the materials on record.

20. Case of the Plaintiff: It is the case of the Plaintiff through the PW1 ocular evidence that the suit property stood in the name of one Mr.Sivakolunthu Chettiar as evidenced from the Ex.A4 Patta passbook. To prove the ownership heavy reliance was placed on the Judgment of the Hon'ble Madras High Court in *The Tahsildhar Vs. Chettinad Academy of Research and Education, 2025 MHC 1626*.

21. The said Mr.Sivakolunthu Chettiar and 3 others as the owners of the suit properties executed a registered General Power of Attorney dated 20.12.2006 Ex.A2 in favour of one Mr.D.Gurunathan. Which was sold to the Plaintiff herein by the said Power Agent vide the Ex.A3 Sale deed dated 27.07.2009. Thus, the Plaintiff became the absolute owner of the suit properties and since in possession without any hindrance. Whiles, on 06.06.2010 the 1st defendant tried to interfere with his possession without any right. Hence, the suit. He specifically denied the averments and allegations in the written statement of the 1st, 3rd to 6th defendants. Further to substantiate his case, he also relied on the evidence of the PW2, third party witness.

22. Case of the 1st Defendant: Per contra, the case of the 1st defendant is that the suit properties in Item No.3, 6, 7 belonged to his father and few others joint patta was existing in their names. They partitioned the properties, through a

Partition Deed dated 10.07.2009 and after sub division individual pattas have been issued to his family and the others. However, this court finds that the 1st defendant chose to cross examine the PW1 and PW2 plaintiff witnesses and mark Ex.B7 through PW1 cross examination. But, no oral or documentary evidence except Ex.B7 is let in by him to substantiate his pleadings regarding patta.

23. Case of the Defendants 3 to 6: Whiles, the case of the defendants 3 to 5 is through DW1 evidence is that the suit properties is in a Shrotrium Village and belonged to 12 panguthars. Whiles, one Mr.Vijayaraghave Achariyar owned 3 pangus and 3 shares in the Samuthayam property. He sold one such pangu to the 2nd defendant as per Sale Deed dated 24.05.2000 but as the document reflected conveyance of 3 pangus, the same was rectified through the Rectification Deed dated 10.12.2001 Ex.B1. The 6th defendant purchased one pangu through Sale Deed dated 13.12.2001 Ex.B3. The remaining pangu was purchased by his father Duraipillai alongwith his brothers perumal, Radhakrishna Acharyar vide Sale Deed dated 13.12.2001 Ex.B2.

24. When dispute arose regarding the pangu and samuthayam property, O.S.No.418/2009 and O.S.No.416/2009 was filed by his father and 6th defendant against the 2nd defendant and their title was confirmed by decree

dated 30.01.2015, Ex.B5 and Ex.B6. To show the properties of the 2nd defendant, he filed Ex.B4 Mortgage by deposit of title deeds dated 18.02.2009. However, the Plaintiff suppressed about the said facts and filed this suit. Hence, the suit has to be dismissed.

25. Ocular and documentary evidence: This court finds that the Plaintiff evidence was commenced by examining the PW1 on 22.06.2016 and therefore, this case is governed by the Indian Evidence Act as per section 170(2) *Bharatiya Sakshya Adhiniyam*. This court finds that the PW1 and DW1 being the Plaintiff and 4th defendant respectively have been examined. Whiles, a third party was examined as PW2. This court finds that there is no material on record to question the admissibility of their evidence. Hence, the ocular evidence of PW1, PW2, DW1 are admissible in evidence.

26. This court finds that the Ex.A1 to Ex.A4 and Ex.B1 to Ex.B6 are either produced in original or certified copies or compared with original. This court finds that the Ex.A1 to Ex.A4 and Ex.B1 to Ex.B6 are all admissible as primary or secondary evidence under Section 64 and 65 of the Indian Evidence Act. The Ex.A1 is the photocopy of the Ex.A4 Patta passbook in original. As the original Ex.A4 is the primary evidence carrying more evidentiary value, this court

considers that the Ex.A1 the photocopy shall be overlooked and no prejudice would be caused to the Plaintiff.

27. Whereas, the Ex.B7 is the photocopy of the Rectification Deed dated 17.03.2011 marked on admission by the PW1 during his cross examination. It is pertinent to note that the Ex.B7 is the Rectification Deed executed in favour of the PW1, i.e. the Plaintiff himself. Hence, it is prima facie evident that the Plaintiff was a party to the said Ex.B7, which relates to the suit item No.1, 2, 3 of the schedule. Therefore, the Plaintiff was bound to produce the same, having failed to produce the same, the Ex.B7 photocopy marked through the PW1 himself is admissible as secondary evidence under Section 65(a) read with Section 66 proviso (2) of the Indian Evidence Act.

28. Accordingly, this court proceeds to consider the ocular evidence of PW1, PW2 and DW1 and documentary evidences Ex.A2 to Ex.A4 and Ex.B1 to Ex.B7 hereunder to decide the issue at hand between both parties.

Issue No.1: Permanent Injunction

29. From the case of the Plaintiff and contesting defendants it is evident that there are clear contentions regarding the title in respect of item no. 3, 6, 7 and 8 of the schedule. For purpose of deciding the entitlement to injunction simpliciter in favour of the Plaintiff, this court considers it necessary to identify

if a cloud over title has been established in respect of the suit properties in item No.1 to 8 herein.

30. Cloud Over Title: In light of the law laid down by the Hon'ble Apex Court in *Anathula Sudhakar Vs. P.Buchi Reddy (Dead) by Lrs. & Ors, 2009 2 LW 546*, had clearly differentiated the circumstances in which a suit for bare injunction would lie and where there is a cloud over title, declaratory relief has to be sought for.

31. This Court takes judicial note of the judgments in *Somasundaram Vs. Parameswariammal (Deceased), Represented by her Legal Representatives & Others, 2021 (4) CTC 44, K. Shanmugam (Died) & Others Versus Yasodha & Others, 2022 (1) LW 792*, the Hon'ble High Court had clearly observed that the question of declaration of title would become necessary only if the defendant established a cloud over the Plaintiff's title otherwise a bare injunction suit would be maintainable.

32. This court considers the judgment in *The Tehsildar, Urban Improvement Trust and anr. Vs. Ganga Bai Menariya (dead) through Lrs. and others, 2024 INSC 121* wherein, the Hon'ble Supreme court had applied the dictum in *Anathulla Sudhakar case (Supra)* and held that the suit for permanent injunction without proof of title cannot be entertained.

33. This court takes note of the judgment in ***Smt. Smriti Debbarma (D) Thr LR. Vs. Sri Prabha Ranjan Debbarma, 2023 INSC 8*** wherein the Hon'ble Supreme Court held that

"35. The burden of proof to establish a title in the present case lies upon the plaintiff as this burden lies on the party who asserts the existence of a particular state of things on the basis of which she claims relief AIR 1964 SC 136. This is mandated in terms of Section 101 of the Evidence Act, which states that burden on proving the fact rests with party who substantially asserts in the affirmative and not on the party which is denying it. This rule may not be universal and has exceptions, but in the factual background of the present case, the general principle is applicable. In terms of Section 102 of the Evidence Act, if both parties fail to adduce evidence, the suit must fail. (2006) 5 SCC 558 Onus of proof, no doubt shifts and the shifting is a continuous process in the evaluation of evidence, but this happens when in a suit for title and possession, the plaintiff has been able to create a high degree of probability to shift the onus on the defendant. In the absence of such evidence, the burden of proof lies on the plaintiff and can be discharged only when he is able to prove title. (2003) 8 SCC 752 The weakness of the defence cannot be a justification to decree the suit. (2014) 2 SCC 269 The plaintiff could have succeeded in respect of the Schedule 'A' property if she had discharged the burden to prove the title to the Schedule 'A' property which squarely falls on her. This would be the true effect of Sections 101 and 102 of the Evidence Act. (2013) 15 SCC 161 Therefore, it follows that the plaintiff

should have satisfied and discharged the burden under the provisions of the Evidence Act, failing which the suit would be liable to be dismissed. "

34. Having in mind the above dictum, this court proceeds to decide whether there is any cloud over title established by the defendant. To prove the title of the Plaintiff and his predecessors, the Plaintiff relied on Ex.A2 to Ex.A4 herein. Whiles, this court finds that to trace the title, the Plaintiff PW1 heavily relied on the Ex.A4 Patta passbook. It is pertinent to note that the learned counsel for the Plaintiff relied on ***The Tahsildhar Vs. Chettinad Academy of Research and Education, 2025 MHC 1626***. This court finds that as per the dictum in the said judgment issuance of Patta Passbook under the Patta Passbook Act, 1983 shall be prima facie evidence of title under Section 6 of the said Act.

35. This court on perusal of the Ex.A4 Patta passbook finds that it was issued in 1978 and relates to the fasli year 1387, i.e. 1977. Thus, this court takes judicial note of the fact that the said Ex.A4 was not being issued as per the procedure laid down under Section 3 of the Patta Passbook Act, 1983 after due enquiry. Hence, the said Ex.A4 patta passbook is not entitled for the benefit prescribed under Section 6 of the Act. The Ex.A4 can be only treated as anyother patta/revenue record.

36. This court takes note of the judgment in ***P.Kishore Kumar Vs. Vittal K.Patkar, 2023 INSC 1009***, wherein the Hon'ble Supreme Court reiterated that it is trite law that revenue records are not documents of title. Further, it also upheld the dictum in ***Sawarni vs. Inder Kaur and Ors. (1996) 6 SCC 223*** that *“mutation in revenue records neither creates nor extinguishes title, nor does it have any presumptive value on title. All it does is entitle the person in whose favour mutation is done to pay the land revenue in question.”*

37. Thus, this court considers that the Ex.A4 Patta in the name of the Plaintiff's vendor Mr.Sivakolunthu Chettiar does not prove any title in their favour. Accordingly, the contention of the learned counsel for the Plaintiff regarding the Ex.A4 as foolproof prima facie evidence of title in favour of the Plaintiff's vendor cannot be entertained.

38. This court further finds that except for the Patta Passbook Ex.A4 the Plaintiff placed reliance of Ex.A2 and Ex.A3 being the general power of attorney and Sale Deed respectively to substantiate his title. This court finds that the Ex.A2 is the registered power of attorney executed by one Mr.Sivakolunthu Chettiar and three others in the name of one Mr.Gurunatha Mudaliar on 20.12.2006.

39. As per the recitals in the said deed, this court finds that the title of the said Mr.Sivakolunthu Chettiar and others is claimed as an ancestral property. The same having been purchased by their ancestor one Mr.Namasivayya Chettiar in 06.02.1884 from the heirs of one Annaganachariar. Later formed a registered private family trust in 30.11.1901 for the properties to the families of the said principals vesting right on the eldest son of their families. Further, the said principals have executed a registered rectification deed dated 14.08.1998 for the Trust deed.

40. This court notes that there is no proper pleadings in the Plaint regarding the flow of title tracing since 1884 or the trust deed through which the said principals claim title or the rectification deed. Hence, this court opines the aforementioned recitals in the said deed is not assisting the Plaintiff in the absence of due pleadings.

41. It is also noted that the sale deed and trust deed mentioned in the recitals to show the Vendors title is not adduced as evidence in this suit. Hence, this court opines that failure to plead under Order VI Rule 2 CPC and documentary evidence as mandated under Section 91 of the Indian Evidence Act would impair the Plaintiff in establishing the title of the Plaintiff's vendor in the absence of due pleadings.

42. Now moving on to the main aspect regarding the properties for which the power was granted, this court perused the schedule of properties mentioned in the said Ex.A2 Power of Attorney. It is true that the said deed authorised the power agent to sell the properties on the behalf of their principal. Now on perusal of the schedule in Ex.A2 power deed, it is mentioned as

“சொத்து விவரம்: காஞ்சிபுரம் மாவட்டம், காஞ்சிபுரம் பதிவு மாவட்டம், காஞ்சிபுரம் 2நீ இணைசார் பதிவுக எல்லைக்குட்பட்ட காஞ்சிபுரம் வட்டம் மற்றும் ஊராட்சி ஒன்றிய எல்லைக்குட்பட்டதும், குருவிமலை கிராமத்திய அரசு கணக்கில் 116 எண், சவுட்டுப்பட்டாவாய் தாக்கலாகி அனுபவித்து வரும் எண்-40 குருவிமலை கிராமத்தில் உள்ள நஞ்சை ஏக்கர் 38.81 செண்டும், புஞ்சை நிலங்கள் ஏக்கர் 25.60 செண்டும் சேர்த்து ஆக 63.91 செண்ட் கொண்டதில்

சர்வே எண்கள்	ஹெக்டேர்	ஏக்கர்	தீர்வை
1	3.26.0	8.05	6.05
2/1	0.64.5	1.59	1.19
2/6	0.39.5	0.97	0.73
3/1	0.81.5	2.01	1.51
6	0.50.5	1.25	1.56
7	0.46.0	1.14	1.43
9	0.01.0	0.03	0.09
10	0.27.0	0.67	3.10
16	1.67.0	4.12	23.75
26/1	0.26.5	0.65	3.00
27	1.15.0	2.84	13.42
28	0.73.0	1.80	2.26

32	0.84.0	2.07	11.96
42	0.42.5	1.05	0.79
45/2	0.08.5	0.21	0.97
46/2	0.13.5	0.33	1.52
48/5	0.12.5	0.31	1.43
48/8	0.29.5	0.73	2.52
52	0.02.5	0.06	0.28
54	0.08.0	0.20	1.94
55	2.37.0	5.85	33.70
59/2	0.20.0	0.49	2.82
62	0.92.0	2.27	13.50
64	1.49.0	3.68	35.66
65/1	0.20.0	0.49	2.31
68/1	0.01.0	0.03	0.18
72/2	0.01.0	0.03	0.15
73/1	0.06.5	0.16	0.74
73/4	0.10.5	0.26	1.20
75/10	0.01.5	0.04	0.39
81/3	0.82.0	2.03	11.67
82	0.03.0	0.07	0.40
93/2A	0.44.0	1.07	3.85
97	1.40.0	3.46	12.11
100/5	0.16.5	0.41	1.94
101/1	0.03.0	0.07	0.25
101/6	0.09.5	0.23	1.11
103/2	0.48.5	1.20	5.50
104	0.03.0	0.07	0.32

108/3	0.39.5	0.98	3.40
108/4	0.16.5	0.41	1.89
123/1	0.03.0	0.07	0.32
125/1	0.01.0	0.03	0.14
126	0.85.0	2.10	1.05
127	0.03.5	0.09	0.32
132	0.56.0	1.38	1.04
135	0.76.5	1.89	23.75

மேற்கண்ட சொத்தினத்தை தங்களுக்கும் உங்களது குமாரர்களுக்கும் கிரையம் செய்ததுபோக மீதமுள்ள ஏக்கர் 4.97 செண்ட் கொண்ட நிலம் இந்த பொது அதிகார ஆவணத்திற்கு உட்பட்டதாகும்.”

43. However, the suit survey number is not mentioned in the said deed. There is no clarity regarding what is the remaining 4.97 acres for which the power deed has been executed. The lack of mentioning of the survey numbers is also admitted by the PW1 in his cross examination. Thus admittedly, the Plaintiff is well aware of the fact that the Ex.A2 Power of Attorney was not executed in respect of the suit property and duly identified therein.

44. Whiles, the Ex.A3 is the sale deed dated 27.07.2009 executed by the above mentioned power agent Mr.Gurunatha Mudaliar in favour of the Plaintiff herein. It is pertinent to note that the PW1 in his cross examination admits that the said Mr.Gurunatha Mudaliar is the father of the Plaintiff. Further, in the recitals, it is mentioned as if the Patta, A register and Trust Deed for the suit

properties stands in the name of the above mentioned Mr.Sivakolunthu Chettiar and 3 other i.e. principals. This court notes that the said averments in the recitals regarding the trust deed and A register are not specifically pleaded. Further, the documents are also not filed.

45. Most importantly it is noted that the Ex.A3 Sale Deed is executed for Sale of suit property by the Power Agent under his authority vested as per the Ex.A2 General Power of Attorney and admitted by the PW1 in his cross examination. However, the schedule in Ex.A2 does not include the suit schedule property which is also admitted by the PW1 in his cross examination. There is no clear definition of the properties which have been vested with the Power Agent for sale and management. Without a specific power granted for the Power Agent, it is not known how the said power agent had proceeded to execute a sale deed for his principals beyond the scope of the Ex.A2 general power of attorney deed.

46. The learned counsel for the Plaintiff had contended that the Ex.A2 General Power of Attorney covered all the properties in the schedule and also that in Ex.A4 Patta No.1. This court finds that the covenants in the Ex.A2 clearly mentions that the power to the agent is vested in respect of the schedule properties mentioned therein

“பூரணமாய் எங்களது அனுபவத்திலேயே சகல சுதந்திரங்களுடன் ஆண்டனுபவித்துவரும் இதனடியிற்கண்ட சொத்தினை எங்களால் உடனிருந்து பராமரிக்க இயலாதபடியாலும் இச்சொத்தினை பராமரிக்கவும், பாதுகாகவும், கீழ்க்கண்ட இதர இ அனைத்து செயல்களை செய்ய தங்களை எங்கள் சகல அதிகாரம் பெற்ற முகவராக (As General Power Agent) நியமித்து இதன்படி தங்களுக்கு கீழ்க்கண்ட அதிகாரங்களை அளிக்கின்றோம். எனவே இனி நீர் பொது அதிகாரம் பெற்ற முகவர் ஓதாவில்

எங்களுக்கு சொந்தமாய் பாத்தியப்படும் இதன்கீழ் சொத்து விவரத்தில் நன்கு விவரிக்கப்பட்டுள்ள சொத்தினை மட்டும் பராமரிக்கவும், பாதுகாக்கவும், மற்றும் அடியிற்கண்ட சொத்தினத்தை மட்டும் தாங்களே மொத்தமாகவோ சிறுசிறு பகுதிகளாகவோ எங்களுக்காக விற்பனை செய்யவும், அவ்வாறு விற்பனை செய்ய விக்கிரைய உடன்படிக்கை செய்து முன்பணம் பெறவும், கிரையப் பத்திரம் எழுதி, அதற்குரிய பதிவு அலுவலகம் சென்று எங்களுக்கு பதிலாக பத்திரத்தில் கையொப்பம் செய்யவும், கிரையத் தொகை பெறவும், பதிவு செய்து கொடுக்கவும், உரிய படிவங்களில் எங்களுக்காக கையெழுத்து செய்து கொடுக்கவும். மற்றும் இதர அனைத்து ஆவணங்களையும் எங்களுக்காக நீரே தாக்கல் செய்து எங்களுக்காக கையொப்பம் செய்து பதிவு செய்து கொடுக்கவும், வாபஸ் பெறவும், அனைத்து நமுனாக்களிலும், மனுக்களிலும் எங்களுக்காக தாங்களே கையொப்பம் செய்யவும், திரும்ப பெறவும் மற்றும் வட்ட ஆட்சியர், கோட்ட ஆட்சியர், மாவட்ட ஆட்சியர் அலுவலங்கள், மின் துறை அலுவலங்கள் மற்றும் நகராட்சி மன்ற அலுவலகம், ஊராட்சி அலுவலகம், வங்கிகள் மற்றும் அனைத்து அரசு அலுவலகங்களிலும் ஆஜராகவும், அங்கு அடியிற்கண்ட சொத்திற்காக செய்ய வேண்டிய அனைத்து விண்ணப்பங்கள், படிவங்கள் மற்றும் மனுக்கள் ஆகியவைகளை எங்களுக்கு பதில் தாங்களே கையொப்பம்

செய்து அளிக்கவும் அது சம்பந்தமான உத்திரவுகளை பெற்றுக்கொள்ளவும் தேவையானால் மேல்முறையீடு செய்து இறுதி உத்திரவு பெறவும்,
 சொத்து விவரத்தில் கண்டுள்ள சொத்தினத்தை எங்கள் பெயரில் சர்க்கார் வரி பெயர் மாற்றம் செய்யவும் மற்றும் எங்களுக்காக மின்வசதி பெறவும். எனக்கு பதிலாக தாங்களே எங்களுக்காக நேரில் ஆஜராகி, மனு செய்யவும், மனு சம்பந்தப்பட்ட அனைத்து தஸ்தாவேஜுகளிலும் கையெப்பம் செய்பவும் எங்களுக்காக டெபாசிட் செலுத்தவும், மற்றும் உள்ளூர் திட்டக்குழுமம் அலுவலகத்திலும், நகராட்சி அலுவலகத்திலும், மற்றும் பஞ்சாயத்து யூனியன் அலுவலகத்திலும் லே-அவுட் தாக்கல் செய்து அனுமதி பெறவும், கட்டிட சம்பந்தப்பட்ட பிளான் அனுமதிபெறவும். எங்களுக்காக நீரே மனு செய்யவும், நேரில் ஆஜராகி அதற்குண்டான தலஸ்தாவேஜிகளை அளிக்கவும். திரும்பப் பெறவும் அனுமதிக்காக அதற்குண்டான தொகையை எங்களுக்காக நீரே கையொப்பம் செலுத்தவும், சொத்தின் டெடிவலப்மெண்ட்டிற்காக நிலங்களை சமன் செய்யவும், கல் நடவும், வேலிகள் அமைக்கவும், அல்லது சுற்றுசுவர் போடவும், போன்ற அனைத்து நடவடிக்கைகளை எங்களுக்காக மேற்கொள்ள வேண்டியது.”

47. There is no mention about anything in the schedule, recitals or covenants regarding all the properties mentioned in Ex.A4 Patta No.1 are subject matters of the said power deed. At this juncture, this court takes judicial note of the judgment in *Roop Kumar Vs. Mohan Thedani, 2003 INSC 206*

“19. Sections 91 and 92 apply only when the document on the face of it contains or appears to contain all the terms of the contract. Section 91 is concerned solely with the mode of proof of a document with limitation imposed by Section 92 relates only to the parties to the document. If after

the document has been produced to prove its terms under Section 91, provisions of Section 92 come into operation for the purpose of excluding evidence of any oral agreement or statement for the purpose of contradicting, varying, adding or subtracting from its terms. Sections 91 and 92 in effect supplement each other. Section 91 would be inoperative without the aid of Section 92, and similarly Section 92 would be inoperative without the aid of Section 91.

20. The two sections, however, differ in some material particulars. Section 91 applies to all documents, whether they purport to dispose of rights or not, whereas Section 92 applies to documents which can be described as dispositive. Section 91 applies to documents which are both bilateral and unilateral, unlike Section 92 the application of which is confined to only bilateral documents. (See: Bai Hira Devi v. Official Assignee of Bombay AIR 1958 SC 448.) Both these provisions are based on "best-evidence rule". In Bacon's Maxim Regulation 23, Lord Bacon said "The law will not couple and mingle matters of speciality, which is of the higher account, with matter of averment which is of inferior account in law." It would be inconvenient that matters in writing made by advice and on consideration, and which finally import the certain truth of the agreement of parties should be controlled by averment of the parties to be proved by the uncertain testimony of slippery memory.

21. The grounds of exclusion of extrinsic evidence are: (i) to admit inferior evidence when law requires superior would amount to nullifying the law, and (ii) when parties have deliberately put their agreement into writing, it is conclusively presumed, between themselves and their privies, that they intended the writing to form a full and final statement of their intentions, and one which should be placed beyond the reach of future controversy, bad faith and treacherous memory."

48. In light of the said dictum, the terms under the Ex.A2 when explicit would have a binding effect under Section 91 of the Indian Evidence Act and there can be no oral or other evidence to interpret the clauses of the Ex.A2 as mentioned in Section 92 of the Indian Evidence Act. Even on far fetched interpretation of the Ex.A2 Power of Attorney Deed, this court could not decipher the authority

of the Agent to sell the suit property not mentioned in the Deed's schedule. Therefore, the evidence of PW2 regarding the ownership of the Plaintiff is not assisting his case. Further, the PW2 is unable to identify the suit properties through their survey numbers and claims as if the Power Agent is the purchaser and owner of the suit properties.

49. There should strict interpretation as per Section 91 and 92 of the Indian Evidence Act. Without any mention about the properties which the power agent was authorised to sell, the Ex.A3 Sale Deed for properties not mentioned in the Power Deed Ex.A2 and no amount of other evidence can be taken into consideration except the Ex.A2 Power Deed under Section 91 and 92 of the Indian Evidence Act.

50. Even assuming the vendors are the owners of the suit property, the principals had not authorised the sale of the suit properties in Ex.A2 Power Deed. This court finds that the said unauthorised sale by the agent ought to have been ratified by the principals subsequently to have the effect as mandated under Section 199 of the Indian Contract Act. In the absence of any ratification as indicated under Section 197 of the Indian Contract Act by the principals, the power agent has no authority to execute the Ex.A1 Sale Deed in favour of the Plaintiff for the suit properties.

51. This court also notes that the Ex.B1 is the rectification deed marked through the PW1 cross examination. The said Ex.B1 is the Rectification Deed dated 17.03.2011 executed by the power agent of the Plaintiff's vendor in favour of the Plaintiff in respect of suit properties omitting Survey No.96A6, 96A7. This court considers that the Ex.B1 is a document executed before the filing of this suit, however, there is no averments regarding the same in the Plaint. The same amounts to suppression of material fact, as the Ex.B1 Rectification Deed was executed to overcome the lacuna in Ex.A1 Sale Deed.

52. Considering the above factum and evidences therein, this court considers that the Ex.A2 General Power of Attorney was not executed in respect of the suit schedule property and the agent had no authority to sell the same through the Ex.A3 Sale Deed in favour of his own son. The factum of father son relationship between the Power Agent Gurunatha Mudaliar and the Plaintiff is admitted in PW1 and DW1 cross examination.

53. There is no proper pleadings about the sale consideration, quantum and date of payment in the pleadings. Apart from that the Plaintiff also does not clearly plead and prove that he is a bonafide purchaser on payment of due sale consideration from the Power Agent. The preponderance of probability in this aspect stands against the plaintiff.

54. It is a well established principle of law that no person can convey a better title than that he has. Hence, the Plaintiff ought to have proved the conveyance of due title upon him in this case. However, from the above discussions, this court finds is unable to identify due title by the vendors and conveyance of the same in favour of the Plaintiff as mandated under Section 54 of the Transfer of Property Act.

55. Apart from that this court considers that the Defendants 3 to 6 relied on the Ex.B1 to Ex.B6 regarding their title. As per the DW1, the suit village is a Shrotriem vested with 12 pangutharar. One Vijayaraghavachari owned 3 pangus and his legal heirs are the vendors of the defendants 2, 3 to 6. This court finds that the Ex.B1 is the Rectification Deed dated 10.12.2001 executed in favour of the 2nd defendant clarifying that only one pangu in S.No.120/1, 120/4, 134 and and 1/12th share in the Samudhayam property was conveyed to him vide Sale deed dated 24.05.2000.

56. To further show the conveyance and possession, the DW1 relied on Ex.B4 the Mortgage by deposit of Title deeds by the 2nd defendant and others. In the said document, it is clear that the 2nd defendant admitted and acknowledged the Ex.B1 Rectification Deed executed for 1 pangu in item No. 6 to 8 schedule properties.

57. Whereas, regarding the remaining 2 pangus in item No.6 to 8 schedule properties and 1/12th share in the Samudhayam property, the said legal heirs of Mr.Vijayaraghavachari executed Ex.B2 and Ex.B3 Sale deeds dated 13.12.2001 was executed in favour of one Duraipillai, the father of the defendants 3 to 5 and 6th defendant.

58. With regard to the Ex.B5 and Ex.B6, the Defendants 3 to 6 relied on the judgment and decree dated 30.01.2015 in O.S.No.416/2005 and 418/2005 wherein the sale of 1/12th share in the Samudhayam property of 2nd defendant, the abovementioned Mr.Duraipillai and 6th Defendant was confirmed. This court finds that as rightly pointed out by the learned counsel for the Defendants 3 to 6, the Ex.B1 to Ex.B6 would establish the prima facie claim of title in item No.6 to 8 suit properties. Thus, this court finds that there is a clear cloud over title in respect of the item No. 6 to 8 suit properties.

59. With regard to the item No.1 to 5 suit properties, this court already found that the Plaintiff had already failed to establish conveyance of due title in suit properties through Ex.A2 to Ex.A4, as the Ex.A4 patta is not proof of title and the Ex.A2 does not authorise the power agent to execute Sale Deed Ex.A3 in respect of the suit properties.

60. This court consequentially holds that even as per the case of the Plaintiff, there is a cloud over the title of the suit property item No.1 to 5 in question. Therefore, in light of the dictum laid down by the Hon'ble Apex Court in *Anathula Sudhakar Vs. P.Buchi Reddy (Dead) by Lrs. & Ors, 2009 2 LW 546 and The Tehsildar, Urban Improvement Trust and anr. Vs. Ganga Bai Menariya (dead) through Lrs. and others, 2024 INSC 121*, the Plaintiff have to first seek for declaration of their title, when the absolute ownership in the suit property is claimed.

61. The said issue involves complicated question of law and cannot be decided in this suit due to the lack of clear pleadings regarding conveyance of title and documentary evidence regarding the same as per Section 91 of the Indian Evidence Act. Hence, this court is of the considered view that the cloud in title being established, the Plaintiff cannot seek for permanent injunction based on title.

62. This court finds that in this suit for permanent injunction, the initial burden to prove possession is upon the Plaintiff. The Ex.A4 Patta mentions as Patta No.1 in the front page. In the subsequent pages in the survey Nos are mentioned. The Patta No.1 relates to several properties other than that mentioned in the suit schedule. Whereas, the Patta number relating to the suit

properties are different and not No.1. There is no plausible reason to show why the suit properties which are not assigned in patta No.1 is entered in the Ex.A4 Patta passbook. The other Patta bearing No.18, 35, 15, 53, 105, 141 allegedly relating to the suit schedule items is not filed in this case.

63. Further, no other document is filed to establish possession. Also, this court finds that the PW2 clearly admits that he is not cultivating in the suit properties. In fact, even the PW1 had failed to clearly plead and establish the nature of the suit properties and how it is being used. It is also noted that the lack of documents regarding possession by the contesting defendants would not assist the Plaintiff's case, as the Plaintiff has to prove his case by standing on his own legs and not based on the weakness of the defendant's case. When the Plaintiff is unable discharge the initial burden of proof regarding the title and the possession, he cannot take advantage of the lack of proof of possession by the Defendant.

64. When the essential ingredient for a relief of permanent injunction regarding possession or even title is not proved, the Plaintiff cannot be entitled to any relief of permanent injunction for the suit property. This court finds that even as per the case of the Plaintiff, there is no proper pleadings or material evidence to show the conveyance of the title upon the Plaintiff's vendor.

65. As per the well established law, the Plaintiff has to firstly discharge his burden regarding the title, right and possession of the suit property. As already found above, there is a cloud over the title of the Plaintiff. This court concludes that there is a clear cloud over the valid conveyance of title upon the plaintiff irrespective of the pleadings regarding ownership, which involves complicated question of fact and law and cannot be decided in this suit for bare injunction. This suit is thus bad for lack of seeking declaration of title, despite knowledge about the conveyance of title.

66. Apart from that this court has already held that the plaintiff had failed to clearly plead the material facts regarding the conveyance of title upon him and his vendor in the suit. Also failed to seek for declaration of title, despite being aware of the dispute in title. Apart from that there is no document to show possession of the plaintiff. Thus, this court considers that the conduct of the Plaintiff does not warrant the exercise of the discretionary power in his favour and ought to be refused under Section 41(i) of the Specific Relief Act. Hence, this court concludes that the Plaintiff had not discharged his burden of proof regarding the relief for permanent injunction. Now the issue No.1 is answered accordingly against of the Plaintiff.

ISSUE NO.2: Other Relief

67. This court finds that the Issue No.1 has been answered against the Plaintiff. Thus, this Court considers that as the said issue is answered against the Plaintiff, he is not entitled to any other relief.

68. Considering the nature of the relief sought for, the dispute between the parties, them being neighbours, this court considers that both the parties shall bear their own costs. Thus, Issue No.2 is answered accordingly.

RESULT:- In the result, this suit is dismissed. No costs.

Dictated to the steno typist partly, who directly typed the same in her Computer and partly typed by me, corrected and pronounced by me in open court, this the 30th day April 2026.

**PRINCIPAL DISTRICT MUNSIF
KANCHEEPURAM.**

Plaintiff's side Witness:

PW1 – Arul (Plaintiff)

PW2 – Manoharan (3rd party)

Plaintiff's side Exhibits:

Ex.A1	Patta pass book	Compared with Original
Ex.A2	General power of attorney deed dated 20.12.2006	Certified copy

Ex.A3	Sale deed by power agent Mr. D. Gurunatha Mudaliar	Certified copy
Ex.A4	Patta pass book	Original

Defendant's Side Witness :

DW1 – D. Munian (4th Defendant)

Defendant's Side Exhibits:

Ex.B1	Rectification deed dated 10.12.2001	Certified copy
Ex.B2	Purchase deed dated 13.12.2001	Certified copy
Ex.B3	Purchase deed dated 13.12.2001	Certified copy
Ex.B4	Mortgage deed dated 18.02.2009	Certified copy
Ex.B5	O.S. No 416/2009 in Judgment Additional District Munsif court, Kancheepuram dated 30.01.2015	Certified copy
Ex.B6	O.S. No 418/2009 in Judgment Additional District Munsif court, Kancheepuram dated 30.01.2015	Certified copy

**PRINCIPAL DISTRICT MUNSIF
KANCHEEPURAM.**