

IN THE COURT OF PRINCIPAL DISTRICT MUNSIF
AT KANCHEEPURAM

PRESENT: Tmt.Fanny Rajan, B.A., B.L.,(Hons)
Principal District Munsif, Kancheepuram

On Wednesday, the 24th day of June 2026

O.S.No. 7 of 2020

CNR. No.TNKP08-000017-2020

1. Mohan
2. Shanthi
3. Minor. Lekashri
rep. by her mother and guardian Shanthi

...Plaintiffs

//Versus//

1. Balakrishnan
2. Ramesh
3. Latha
4. Geetha
5. Padmapriya

...Defendants

This suit has come up on 12.06.2026 for final hearing before me in the presence of M/s.L.Sowmiya Narayanan, M.Priya, counsels for the plaintiffs and M/s.Y.Thyagarajan, K. Arumugam, S. Sudhakar, V.Shenbagavalli, counsels for the defendants 1 to 5, upon hearing the arguments of both contesting parties, 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 for i) declaration that the cancellation of the Registered Release deed by Usha and others dated 14.05.2015 on the file of Joint IV SRO, Kanchipuram, registered as Doc. No. 2788/2015, as null and void, ii) for declaration that the cancellation of the Registered settlement deed by Sethubai Ammal dated 14.05.2015 on the file of Joint IV SRO, Kanchipuram, registered as Doc. No. 2791/2015 as null and void, iii) for permanent injunction restraining the defendants and their men and agents from in any way interfering with the plaintiffs' peaceful possession and enjoyment of the suit property and for cost.

Concise Statement of the Plaintiffs as per the Plaint:

2. The plaintiffs have averred that the suit property originally belonged to Gajapathy Naidu. He died on 12.03.2000 leaving behind his mother Krishnaveni Ammal, wife Sethubai Ammal, sons Mohan, Radhakrishnan, daughters Usha, Latha, Geetha and Padmapriya as his only Class I legal heirs under Section 8 of the Hindu Succession Act. They are equally entitled to the property.

3. The said Krishnaveni Ammal, Usha, Latha, Geetha, Padmapriya released their 5/8th undivided share and interest by a Registered Release Deed dated

26.07.2008 in favour of Sethubai Ammal, Mohan, and Radhakrishnan @ Radha, who became owners.

4. The said Mrs.Sethubai Ammal gifted away her undivided 1/3rd share in favour of her sons Mohan and Radhakrishnan @ Radha under a Registered Settlement Deed dated 04.12.2009 with absolute right. The settlement being accepted by Mohan and Radhakrishnan @ Radha acquiring valid title and possession.

5. The said Mrs.Usha died leaving behind defendants 1 & 2 as her legal heirs under Section 15 of the Hindu Succession Act, to inherit her assets and liabilities. Whiles, the said Mrs.Krishnaveni Ammal died on 03.12.2012. Whiles, the co-owner Mr.Radhakrishnan @ Radha died on 12.09.2012 leaving behind Plaintiffs 2 and 3 as his legal heirs. In the meantime, the said Mrs.Sethubai Ammal also died. Whereby the Plaintiffs became the absolute owners. The 3rd Plaintiff is a minor and under custody of her mother 2nd Plaintiff.

6. In October 2019, during periodical verification to raise mortgage loan, the 1st Plaintiff found about the unilateral registered cancellation of release deed by Mrs.Usha and others and unilateral registered cancellation of settlement deed by Mrs.Sethubai ammal on 14.05.2015. The documents are void ab initio. To

straighten the records and as the Plaintiffs are not parties to the said deed, this suit for mere declaration would suffice. The relief is within limitation under Article 58 of the Limitation Act. Based on the illegal documents and taking advantage of the relationship, the defendants are trying to interfere their possession, of which one attempt is on 10.12.2019. Hence this suit for declaration and permanent injunction.

Concise Statement of the defendant as per the Written statement filed by the 5th defendant and adopted by defendants 1 to 4:

7. This Defendants had denied the allegations and stated that there is material suppression of facts. The release deed dated 26.07.2008 was obtained by the 1st Plaintiff and late Mr.Radhakrishnan by misrepresentation and fraud as seen from the recitals. The document has been registered with blanks regarding consideration. There is no love and affection mentioned in the said document. It was prepared by making false promises without paying any consideration. Thus the said release deed dated 26.07.2008 is invalid and does not confer any title.

8. The cancellation deed was executed as abundant caution. The cancellation deed Document Number is not 2788/2015, but 2791/2015. The settlement deed from Mrs.Sethubai Ammal is vitiated by misrepresentation and fraud. As the deed was not acted upon or accepted, she canceled the settlement deed dated

04.12.2009 vide cancellation deed Document No. 2788/2015. Hence the same is valid.

9. The suit for declaration is barred under Article 58 of the Limitation Act, as the cancellation deed dated 14.05.2015 is duly reflected in the encumbrance certificate. The plaintiffs cannot plead ignorance or lack of knowledge or notice of the registered documents as per Section 3 of the Transfer of Property Act. There is no details of any fraud. Hence the suit has to be dismissed.

Issues:-

10. On perusal of the plaint and written statement, this Court framed the following issues on 05.08.2023:

- i) Whether the plaintiff is entitled for declaration that the cancellation of registered release deed dated 14.05.2015 by Usha and others (Doc. no. 2788/15) is null and void?*
- ii) Whether the plaintiff is entitled for declaration that the cancellation of Registered settlement deed (Document no.2791/15) by Sethubai Ammal and others dated 14.05.2015 is null and void?*
- (iii) Whether the plaintiff is entitled for permanent injunction against the defendants as prayed for?*
- (iv) Whether the suit is barred by limitation?*
- (v) What other relief the plaintiff is entitled?*

11. Evidences:- To prove the case of the Plaintiffs, the 2nd Plaintiff has examined herself as PW1 and marked Ex.A1 to Ex.A6 documents. On the side of the defendants, the 5th defendant was examined as DW1 and marked Ex.B1 to Ex.B4 on their side.

Case of the Plaintiff:

12. The learned counsel for the plaintiff contented that the property originally being owned by Mr.Gajapathy Naidu. On his demise, it was inherited by his mother Mrs.Krishnaveni ammal, his wife Mrs.Sethubai ammal, his sons the 1st Plaintiff and Mr.Radhakrishnan and his daughters, Mrs. Usha, the defendants 3 to 5.

13. Each being entitled to 1/8 share each, the said Mrs.Krishnaveni ammal, Mrs. Usha and the defendants 3 to 5 have executed the Ex.A1 Release Deed dated 26.07.2008 in favour of the said Mrs.Sethubai ammal, the 1st Plaintiff and Mr.Radhakrishnan. Each now being entitled to 1/3 share in the suit property, the said Mrs.Sethubai Ammal settled her share upon the 1st Plaintiff and Mr.Radhakrishnan, vide Ex.A2 registered Settlement Deed dated 04.12.2009. Thus, the 1st Plaintiff and Mr.Radhakrishnan were entitled to 1/2 share each in the suit property.

14. Whiles, the said Mr.Radhakrishnan died on 12.09.2012 and whereby his wife i.e. the 2nd Plaintiff and his daughter i.e. 3rd Plaintiff inherited his property. Whereas, Mrs. Usha died and the 1st and 2nd defendant are her legal heirs. Further the said Mrs.Krishnaveni Ammal died on 03.12.2012.

15. Whiles, without any notice or intimation to the Plaintiffs, the defendants 3 to 5 alongwith Mrs.Usha had executed a registered Cancellation of Release Deed dated 14.05.2015 Ex.A5. In fact one of the signatory Mrs. Krishnaveni ammal and one of the Releasee Mr.Radhakrishnan were no more when this deed was executed as seen from Ex.A3 death certificate and Ex.A4 legal heirship certificate. The non payment of consideration is not a ground for cancellation only vague statement of misrepresentation is mentioned in the said deed.

16. Also Mrs.Sethubai ammal executed a registered cancellation Settlement Deed dated 14.05.2015 Ex.A6. In fact one of the settlees Mr.Radhakrishnan was not alive when this deed was executed. As per the well settled principle of law, the said cancellation deeds are void ab initio as the documents are canceled unilaterally after the Settlee/Releasee have acted upon their settlement.

17. The main defense quoted is that the consideration promised for the execution of the Release Deed is not paid. It is pertinent to note that if there is

no consideration paid as alleged, the same does not invalidate the Release Deed. The mere blank of the amount in Ex.A1 release deed does not in any manner invalidate the agreement. Since 2008 till 2015, there is no action initiated against the alleged non payment of consideration and for cancellation of the deed as per law. In fact the registration of the said cancellation deeds itself is invalid and without any authority.

18. With regard to the limitation issue, it is noted that the Plaintiffs became aware of the impugned cancellation deeds on October 2019. Within 3 years from the date of the knowledge, this suit for declaration was filed by the Plaintiffs. Hence, well within the limitation under Article 58 of the Limitation Act. The question of Section 3 Transfer of Property Act does not apply to this case, as they are not signatories to the impugned deeds and were not informed about the cancellation. Mere entry in encumbrance certificate would not be notice as there was cause to verify them.

19. Further, the Plaintiffs not being signatories to the impugned deeds, the valuation as per Section 25(d) is sufficient. There is no requirement to seek for declaration of title, as the Release Deed and Settlement Deed had validly conveyed title to the Plaintiffs. Therefore, the Plaintiffs having duly established their case, the suit has to be decreed.

Case of the Defendants:

20. Per contra, the learned counsel for the Defendants contends that the 2008 Release Deed is not a gift or settlement Deed. It being a Release deed ought to have been duly supported by consideration. The Ex.A1 Release Deed does not mention the amount of consideration, hence void ab initio under Section 25 of the Indian Contract Act. Similarly, the Ex.A2 Settlement Deed is also without consideration. As these deeds are void ab initio the subsequent cancellation is only an abundant caution. There is no prayer of declaration of title in this suit.

21. The date of knowledge in 2019 is completely invented for purpose of the suit. The encumbrance certificate reflecting date of knowledge is not adduced. Further, the mere registration of the cancellation deeds is notice under Section 3 of the Transfer of Property Act. They all had cordial relationship as seen from Ex.B1 to Ex.B4 and in joint possession of the suit property. Hence the Plaintiffs cannot plead ignorance. There is no proof of knowledge, hence the suit is barred by limitation under Article 58 or 59 of the Limitation Act.

22. The suit has to be valued under Section 40 as per the market value. The Plaintiffs have improperly valued the suit under Section 25(d) for declaration. There is no cause of action. There can be no injunction against co-owners. The suit has to be dismissed.

Discussions and Findings:

23. This Court considers the submissions of the Learned Counsel for the Plaintiffs and the defendants. Also perused the materials on record including the notes of written submission filed by the Learned counsel for the defendant.

24. Oral and documentary evidence: This court finds that the Plaintiff evidence was commenced examining the PW1 on 22.11.2023 and therefore, this case is governed by the Indian Evidence Act, as provided under Section 170(2) of the Bharathiya Sakshya Adhiniyam.

25. This court finds that the PW1 and DW1 being the 2nd Plaintiff and 5th defendant respectively have been examined respectively. The learned counsel for the defendants objected that there is no credibility for the PW1 evidence as she is only a daughter in law of the family. This court considers that the 2nd Plaintiff is the wife of the deceased Mr.Radhakrishnan who was beneficiary to the Release Deed and Settlement Deed. There is no material on evidence to indicate that she has no knowledge about the transactions. Hence, being the wife of the deceased Mr.Radhakrishnan is capable of adducing any evidence to putforth her deceased husband's right and ownership and her inheritance in the suit properties. Therefore, the said contention is not sustainable. This court finds that there is no material on record to question the admissibility of DW1

evidence. Hence, the oral evidence of PW1 and DW1 are admissible in evidence.

26. This court finds that the Ex.A1 to Ex.A6 and Ex.B1 to Ex.B3 are either produced in original or certified copies. This court finds that in respect of the Ex.B4 photographs with CD, the defendants subsequently filed the Section 63(4) certificate. It is pertinent to note that the said certificate under Section 63(4) BSA is similar to that certificate and purpose mandated under Section 65B of the Indian Evidence Act. Thus, relying on the Judgment in *Arjun Panditrao Khotkar Vs. Kailash Kushanrao Gorantyal and others, (2020) 7 SCC 1*, this court finds that the mandate under Section 65B with relevant certificate is clearly established. Thus, the Ex.B4 is admissible in electronic evidence.

27. This court finds that the Ex.A1 to Ex.A6, Ex.B1 to Ex.B4 are all admissible as primary or secondary evidence under Section 64 and 65 of the Indian Evidence Act. Therefore, this court discusses the evidentiary value of PW1, DW1, Ex.A1 to Ex.A6, Ex.B1 to Ex.B4 herein below.

28. Facts not in issue: Before dwelling upon the merits, this court takes into consideration the facts that are either admitted or not specifically denied and necessary to decide the issue at hand. The suit property originally belonged to

Mr.Gajapathy Naidu. The relationship between the 1st Plaintiff and Defendants 3 to 5, Mrs.Usha and Mr.Radhakrishnan as the children of the deceased Mr.Gajapathy Naidu and Mrs.Sethubai Ammal is admitted. Upon demise of Mr.Gajapathy Naidu, his legal heirs being his mother Mrs.Krishnaveni Ammal, his wife Mrs.Sethubai Ammal, his sons Mr.Mohan (the 1st Plaintiff) and Mr.Radhakrishnan, his daughters Mrs.Usha, Mrs.Latha, Mrs.Geetha and Mrs.Padmapriya. They all had 1/8 share in the suit property.

29. The said Mr.Radhakrishnan died on 12.09.2012 and his legal heirs are his mother Mrs.Sethubai Ammal, his wife the 2nd Plaintiff and his daughter the 3rd Plaintiff. The same is substantiated by the Ex.A4 legal heirship certificate. Whereas, the above mentioned Mrs.Krishnaveni Ammal died on 03.02.2012 as seen from Ex.A3 death certificate. The said Mrs.Usha also died and the 1st and 2nd defendant are her legal heirs. Also Mrs.Sethubai Ammal died before filing of the suit.

30. There is no dispute on the execution of the Ex.A1 Release Deed, Ex.A2 Settlement Deed, Ex.A5 Cancellation of Release Deed and Ex.A6 Cancellation of Settlement Deed. The main bone of contention relates to whether the documents are void ab initio or not. With regard to the ownership, inheritance, legal heirs and execution of the impugned deeds, they are not in dispute. Hence,

the facts does not require any proof in light of Section 58 of the Indian Evidence Act.

Issue No.4: Limitation

31. As the issue regarding limitation leads to the deciding the maintainability of this suit, this court considers that the issue No.4 has to be taken up for consideration first.

32. The learned counsel for the defendants vehemently contended that the suit is barred by limitation, as this suit for declaration of document executed on 14.05.2015 as null and void only in 2020. The defendants and plaintiffs have maintained a cordial relationship and was thoroughly aware of the execution of the impugned deeds. Further, the suit property was a joint family property. The registration of the cancellation deed and reflection in the encumbrance certificate is sufficient knowledge under Section 3 of the Transfer of property Act. Thus, the suit is hit under Article 58 of the Limitation Act for failure to institute the suit within 3 years from date of execution of deed.

33. Per contra, the Learned counsel of the Plaintiff contends that the date of knowledge of the impugned deed is October 2019 during periodical checkup of the encumbrance certificate. Thus, the limitation accrues from date of knowledge of the Plaintiffs and not date of registration. There was no reason

for the Plaintiffs to verify the encumbrance regularly and there is no wilful default in identifying the registered impugned deed.

34. Only when there is a wilful default, the registration of the impugned deed can be treated as person being put to notice. In the absence of wilful default or omission, the Section 3 Transfer of Property Act is not applicable to the Plaintiffs' case. The suit is filed within 3 years from date of knowledge to declare the impugned document null and void under Article 58 of the Limitation Act.

35. In light of Section 3 of the limitation Act, this court finds it necessary to identify if the suit is filed within the period of limitation. The impugned deeds are executed on 14.05.2015. Whereas the suit is filed on 08.01.2020. Under Article 58 of the Limitation Act, the suit to declare a document as null and void when the Plaintiffs are not a party to the impugned document is 3 years from date of knowledge.

36. In this case, the Plaintiffs are not signatories to the impugned Cancellation deeds. The Plaintiffs claimed date of knowledge in October 2019 from encumbrance certificate. It is true that the encumbrance certificate is not filed. The certified copies of the impugned deeds have also been obtained in 2023 after the suit. The PW1 specifically states that she became aware of the

impugned deeds in 2019 when she attempted to mortgage the property. The Defendants have claimed that the Plaintiffs are aware of the impugned deeds and the suit property was in common joint enjoyment and possession.

37. The learned counsel for the Defendant relied on the judgment in ***Mahnoor Fatima Imran and others Vs. M/s.Visweswara Infrastructure Pvt. Ltd. And others, 2025 INSC 646***. Wherein, it was held that the presumption of notice upon registration is a rebuttable presumption.

38. Further, he relied on ***Uma Devi and others VS. Sri Anand Kumar and others, 2025 INSC 434***. In the said judgment, the Hon'ble Supreme Court while dealing with a petition for reject the plaint held that in light of several deeds registered since 1968, the Plaintiffs cannot feign ignorance and claim partition after 45 years.

39. Whilesso, it was counter argued by the learned counsel for the Plaintiffs that Explanation I relates to constructive notice only when there is a wilful abstention on the part of plaintiff to verify the records. The Plaintiffs cannot be expected to check the encumbrance regularly without any reason.

40. For invoking the rebuttable presumption of the Plaintiffs having constructive notice of the registered impugned deeds under Section 3 of the Transfer of Property Act, the main ingredient to be satisfied is wilful

absentation from enquiry. It is true that the impugned Cancellation deeds are registered and clearly evidenced in Ex.B3 encumbrance certificate.

41. However, was there any dispute, mutation, specific incident or cause necessitating the Plaintiffs to verify the encumbrances is not stated in the written statement. There is no document filed to indicate that the Plaintiffs were aware of the dispute, execution and in joint possession since 2015 and consequentially put on constructive notice about the registered impugned deeds.

42. In fact the Ex.A5 and Ex.A6 being cancellation deeds in respect of properties settled upon or inherited by the Plaintiffs, there should have been notice to the Releasee/Settlees. The Ex.A5 and Ex.A6 were unilaterally executed without notice to the Releasee/Settlees and their signature. There is no recital in the document to show the Releasee/Settlees were put in notice. In fact one of the Releasee/ Settlees Mr.Radhakrishnan had passed away when the impugned cancellation deeds were registered. In fact one of the Settlers Mrs.Krishnaveni Ammal has also passed away before the Ex.A5 cancellation deed was executed.

43. The PW1 clearly states that in 2019 there was a dispute. The verification of encumbrance is also in 2019. In fact the abovementioned Mrs.Sethubai

Ammal was residing with the Plaintiffs even after the cancellation. Also the defendants were also in a cordial relationship. In fact the Ex.B1, Ex.B2 Invitations and Ex.B4 photographs will indicate the nature of cordial relationship between them, even after suit. In fact, during the sale of the other family properties, the consideration was mutually shared between the Plaintiffs and defendants.

44. Under such circumstance, this court considers that there was no reason for the Plaintiffs to suspect any cancellation of the Release Deed and Settlement Deed executed in 2008 and 2009. In the absence of any circumstance, necessitating the verification of encumbrance, this court finds that the prepondance of probability tilts in the favour of the Plaintiffs when there was a cordial relationship without the defendants intimating about the cancellation. There was no constructive notice on registration of the impugned Ex.A5 and Ex.A6 cancellation deeds as per Section 3 Transfer of Property Act.

45. This court finds that the Plaintiffs established the date of knowledge in October 2019. Whereas, there is no evidence let in by the defendants to contradict the same. Therefore, the date of knowledge is October 2019 and this suit filed in January 2020 immediately on knowledge of the impugned Ex.A5 and Ex.A6 cancellation deeds. Resultantly, this court concludes that the

Plaintiff had duly discharged their onus of proof that the suit has been filed on 08.01.2020 within the prescribed 3 years from the date of knowledge of the impugned Ex.A5 and Ex.A6 deeds dated 14.05.2015, as per Article 58 of the Limitation Act. Now this issue is answered in favour of the Plaintiff.

Issue No.1 and 2: Declaration

46. For sake of brevity and better discussions, the issue regarding the cancellation of the Release Deed Ex.A5 and Ex.A6 cancellation of the Settlement Deed being interlinked and interconnected are taken up together.

47. Now the issue to be considered is whether the impugned Deeds of Cancellation dated 14.05.2015 is null and void. These impugned cancellation deeds in Ex.A5 and Ex.A6 were executed to cancel the Ex.A1 and Ex.A2 Release Deed and Settlement Deed respectively.

48. **Consideration for Release Deed**: The Ex.A1 Release Deed was executed by Mrs.Krishnaveni Ammal, Mrs.Usha and the defendants 3 to 5. As per the said Ex.A1 deed, they had released their 5/8 share in the suit property to Mrs.Sethubai Ammal, the 1st Plaintiff and Mr.Radhakrishnan @ Radha. As per the recitals in Ex.A1, a consideration was paid but the amount is left blank.

49. The question arises whether a Release Deed without consideration is a valid conveyance deed. This court finds that the learned counsel for the

Plaintiff relied on the judgments in *Kuppusamy Chettiar Vs. ASPA Arumugam Chettiar and another, 1967 SCR (1) 275, Chief Controlling Revenue Authority, Board of Revenue, Madras Vs. Dr.K.Manjunatha Rai, AIR 1977 Mad 10.*

50. In *Kuppusamy case (Supra)*, the Hon'ble Supreme Court upheld the validity of a Release Deed without consideration as akin to a gift deed. Further, in *Chief Controlling Revenue Authority case (Supra)*, it was held by the Hon'ble Madras High court in case of a release deed with or without consideration, the stamp duty shall be calculated based on the value of the property and not on the consideration if any paid.

51. Whereas, the Ex.A1 shows in the market value the entire property is shown as Rs.32,00,000/- and that released is Rs.20,00,000/-. The Release Deed has been executed in Rs.10,000/- stamp paper on 26.07.2008. Thus, it is clear that in 2008, the parties being family members the Release Deed was stamped at Rs.10,000/- being the upper limit as per Article 55 of the Stamp Act irrespective of the consideration paid or market value. Thus, clearly the Ex.A1 Release Deed is duly stamped and registered.

52. The learned counsel for the Plaintiffs also relied on the judgment in *K.Latha Vs. K.Devi and others, A.S.(MD) No.122 of 2019 dated 01.02.2022 of*

the Hon'ble Madras High Court. Wherein it has been held that once a party relinquishes or renounces her share in favour of another in respect of another, with or without consideration, it is a valid release. This court takes judicial note that the judgment in *K.Latha case (Supra)* can be considered as a binding precedent as the same is not overturned or no contrary finding has been made in the appeal which was disposed before the Hon'ble Supreme Court on terms of settlement.

53. Applying the said dictum to the instant case, this court considers that the Ex.A1 Release Deed in question is clear that the Releasors have relinquished their share in the suit property in favour of the Releasees. The release is executed between the legal heirs of Mr.Gajapathy Naidu and within the family. The Release deed executed for relinquishing a right is in consonance with a Gift Deed. As mandated under Section 123 of the Transfer of Property Act, it is a duly registered deed and attested by 2 witnesses. As there is no mandate regarding consideration, the blank in the space of the consideration would not in any manner render the deed void ab initio.

54. As held in *Kuppusamy case (supra)* the law does not mandate that the Release Deed has to be coupled with consideration. The contention regarding lack of consideration rendering the document void ab initio, it is to be noted

that the Section 25 of the Indian Contract Act relates to contracts in general. Whereas, the Section 123 of the Transfer of property Act deals with conveyance of title regarding immovable property. Hence, the only condition for Ex.A1 Release Deed is to satisfy execution in compliance with Section 123 of the Transfer of Property Act. The lack of consideration not being a mandate to validate a Release Deed, this court finds that the argument of the learned counsel for the Plaintiff regarding lack of consideration cannot be entertained.

55. Unilateral cancellation: At this juncture, this court considers the judgment relied by the learned counsel for the Plaintiffs in *P.A.G.Kumaran Vs. Inspector General of Registration, Santhome, Chennai & others, 2017-4-L.W.52*. It was held by unilateral cancellation of settlement deed, after acting upon and handing over possession is illegal and void. If any dispute, the same has to be resolved by initiating appropriate proceedings in the Civil Court and not through unilateral cancellation of the Settlement Deed.

56. In fact regarding the authority to register unilateral cancellation deeds, the Learned counsel for the Plaintiff relied on Judgment in *Thota Ganga Laxmi and another Vs. Government of Andhra Pradesh and others, 2010 (15) SCC 207*, Judgment dated 02.07.2021 in *M.Ponnusamy Vs. The Sub Registrar, Chennimalai and others, W.P. No.6438 of 2020 before the Hon'ble Madras*

High Court and Judgment dated 12.10.2022 in **M.K.M.Rahmathulla and others Vs. The Sub Registrar, Kadayanallur, W.P.(MD) No.6429 of 2015 before the Hon'ble Madurai Bench of Madras High Court**. It was categorically held that the registered Sale or release Deed cannot be unilaterally canceled and the Sub Registrar has no jurisdiction to register the same.

57. This court also takes judicial note of the Judgment in **N.P.Saseendran Vs. N.P.Ponnamma and other, 2025 INSC 388** wherein the Hon'ble Supreme Court specifically observed that “*Once the document is categorized as a gift, in the absence of any clause or reservation to cancel, the executant has no right to cancel the same. The reasons for cancellation or revocation of gift have to be proved in a court of law.*”

58. Further, this court also takes note of the observations made in **Sasikala Vs. Revenue Divisional Officer and another, 2022 (5) CTC 257** wherein the Hon'ble Full Bench of the Madras High Court after considering the relevant judgments on this unilateral cancellation and held that

“58. From the discussions and conclusions we have reached above with reference to various provisions of Statutes and precedents, we reiterate the dictum of Hon'ble Supreme Court in Thota Ganga Laxmi v. Government of Andhra Pradesh, reported in (2010) 15 SCC 207 and the Full Bench of this Court in Latif Estate Line India Ltd., case, reported in AIR 2011 Mad 66 and inclined to follow the judgment of three member Bench of Hon'ble Supreme Court in Veena Singh's case reported in (2022)

7 SCC 1 and the judgment of two member Bench of Hon'ble Supreme Court in Asset Reconstruction Company (India) Ltd., Case, reported in 2022 SCC OnLine SC 544 for the following propositions:

- (a) A sale deed or a deed of conveyance other than testamentary dispositions which is executed and registered cannot be unilaterally canceled.*
- (b) Such unilateral cancellation of sale deed or a deed of conveyance is wholly void and non est and does not operate to execute, assign, limit or extinguish any right, title or interest in the property.*
- (c) Such unilateral cancellation of sale deed or deed of conveyance cannot be accepted for registration.*
- (d) The transferee or any one claiming under him or her need not approach the civil Court and a Writ Petition is maintainable to challenge or nullify the registration.*
- (e) However, an absolute deed of sale or deed of conveyance which is duly executed by the transferor may be canceled by the Civil Court at the instance of transferor as contemplated under Section 31 of Specific Relief Act.*
- (f) As regards gift or settlement deed, a deed of revocation or cancellation is permissible only in a case which fall under Section 126 of Transfer of Property Act, and the Registering Authority can accept the deed of cancellation of gift for registration subject to the conditions specified in para 42 of this judgment.*
- (g) The legal principles above stated by us cannot be applied to cancellation of Wills or power of Attorney deed which are revocable and not coupled with interest."*

59. Therefore, from the above judgments it is clear that there can be no unilateral cancellation of Release deed or Settlement Deed, once it is acted upon. Any registration of the same is illegal. The question of any misrepresentation or fraud are matters to be resolved by approaching the Civil Court and not by unilateral cancellation.

60. Acted upon: The Ex.A1 Release Deed and Ex.A2 Settlement Deed being a document relinquishing title and conveying share of title in property to the Releasee/Settlee is to be proved as per Section 91 of the Indian Evidence Act. This court finds that the terms of conveyance of title including absolute title and possession is evidenced in the Ex.A1 and Ex.A2 documents.

61. Whether the Ex.A1 Release Deed is acted upon by the Releasees, this court perused Ex.A2 Settlement Deed dated 04.12.2009 executed by the Releasee Mrs.Sethubai Ammal in favour of the 1st Plaintiff and Mr.Radhakrishnan. In the said Ex.A2 Settlement Deed, it is clearly admitted that the Settlor had settled her 1/3 share conveyed upon her under the Ex.A1 Release Deed in favour of her sons.

62. The Ex.A2 Settlement Deed clearly provides that the settlement is made based on the love and affection she has on her sons and to settle their future. There is no conditional settlement clause in Ex.A2. The Settlor had clearly executed the Ex.A2 Settlement Deed absolutely settling her share, without reserving any right. In fact she did not reserve any right to revoke the Settlement Deed. There is specific clause stating that any cancellation by the Settlor would be void. There was no implied or vested contingencies.

63. In light of the clauses in Ex.A2 Settlement Deed it is evidenced that the Ex.A1 Release Deed has been accepted by Releasee and acted upon. It is true that the PW1 and DW1 had deposed about some other properties being in joint possession which were sold and benefits shared among them. However, in respect of the suit property, after the release and settlement, the heavy burden is upon the Defendants to show that the deed was not acted upon and in joint possession irrespective of the terms of the Ex.A1 and Ex.A2.

64. Though the DW1 claims that the property was in joint possession, after admitting to have executed the Ex.A1 Release Deed in respect of the suit property, there is no question of joint possession, as the right of ownership and possession is renounced. Apart from that the DW1 admits that the Ex.A6 cancellation deed indicates that the suit property is in the possession of the Settlers.

65. Similarly, the Ex.A5 Cancellation of Release Deed executed by Mrs.Usha and the defendants 3 to 5 clearly states that the suit property is in possession and enjoyment of the 1st Plaintiff and Mr.Radhakrishnan. Having admitted the same, this court considers that the defendants are estopped under Section 115 of the Indian Evidence Act, from claiming joint possession in the suit property in

contradiction to the admission of the Plaintiff's possession in the Ex.A5 and Ex.A6 impugned cancellation deeds.

66. Though the DW1 states that the taxes were remitted by her mother for the suit property but no document is filed to show that the Release and Settlement Deeds were not acted upon. Even as admitted by DW1 there was no dispute between the parties till the demise of Mr.Radhakrishnan.

67. There is no material evidence adduced by the Defendant to contradict the Ex.A1 and Ex.A2 deeds not being acted upon and in joint possession for the suit property. The joint possession in other family properties, lack of partition of other family properties and cordial relationship between the family members would not in any manner be construed as the Ex.A1 and Ex.A2 deeds were not acted upon as per the written terms therein.

68. In view of the above analysis, this court finds that the Ex.A1 and Ex.A2 Release Deed and Settlement Deed were executed whereby by the Releasor and Settlor had relinquished/settled their rightful share in the suit property to the 1st Plaintiff and Mr.Radhakrishnan. In the absence of material evidence to show joint possessions in the suit property, the preponderance of probability favours of the Plaintiffs that the Ex.A1 Release Deed and Ex.A2 Settlement Deed were

duly acted upon. Accordingly, the 1st Plaintiff and Mr.Radhakrishnan became the absolute owners of the suit property and possession was handed over.

69. Cancellation Deeds: The defendants have contested that the Ex.A1 Release Deed failed to mention the quantum of consideration and despite agreeing consideration was not paid. It is noted that this lack of payment of consideration is what the defendants refer to as misrepresentation and fraud. In the written statement, the defendants have not specifically pleaded the agreed quantum of consideration but only that the payment was not made.

70. This court perused the Ex.A5 cancellation of the Release Deed dated 14.05.2015 and Ex.A6 cancellation of the Settlement Deed dated 14.05.2015. Admittedly, the Releasees/Settles were not put in notice and were not parties to the cancellation deed. It was an unilateral cancellation. The reason quoted for cancellation is after the demise of Mr.Radhakrishnan, the Plaintiffs failed to abide by the family arrangement, maintain and give share in all the properties to sibilings, thus trust is lost resulting in the cancellation.

71. It is pertinent to note that there is no single recital about the promised consideration for the Ex.A1 Release Deed. The Release Deed was executed on 26.07.2008 and the cancellation was executed on 14.05.2015. There is no

explanation about why the defendants did not object and initiate appropriate proceedings to cancel the deed till 2015.

72. As already held hereinabove, the Ex.A1 Release Deed is not void ab initio and hence the same ought to have been cancelled or rescinded within 3 years as per Article 59 of the Limitation Act. After nearly 8 years the Defendants 3 to 5 and Mrs.Usha chose to execute the cancellation Deed. The reason for delay is not duly pleaded and explained in the impugned deed or the written statement. Though the defendants have pleaded misrepresentation and fraud, the same is not specified in the Ex.A5 Release Deed except mentioning that the family arrangement was not performed.

73. In fact one of the Releasor Mrs. Krishnaveni Ammal died on 03.12.2012 as seen from Ex.A3 Death Certificate. However, the said facts have been clearly concealed in the Ex.A5 Release Deed dated 14.05.2015. When one of the Releasor died, the other Releasor's have no right to cancel the release of the deceased person. If at a cancellation can be done, it has to be in respect of their share's only and not of the deceased person.

74. Also the Releasee/Settlee Mr.Radhakrishnan died on 12.09.2012 leaving behind the Plaintiffs 2 and 3. The Ex.A5 and Ex.A6 cancellation Deeds have been executed without even impleading the legal heirs of the said

Mr.Radhakrishnan. Having acknowledged the death, it is for the defendants to establish how the Ex.A1 Release Deed and Ex.A2 Settlement Deed can be cancelled or rescinded after the demise of Mr.Radhakrishnan and without notice to his legal heirs.

75. For the above discussed reasons and as categorically held in *P.A.G.Kumaran case, N.P.Saseendran case, Sasikala Case (Supra)* this court concludes that the unilateral cancellation of the Ex.A1 Release Deed and Ex.A2 Settlement Deed vide the Ex.A5 and Ex.A6 impugned Cancellation deeds is illegal, null and void. The Releasor and Settlor having conveyed the title upon the 1st Plaintiff and Mr.Radhakrishnan without any contingencies under Ex.A1 Release Deed and Ex.A2 Settlement Deed did not have any locus standi to execute the Ex.A5 and Ex.A6 Impugned Deeds of Cancellations dated 14.05.2015. Further, the said impugned deed has been executed after nearly 8 years, after the Plaintiffs had been put in possession after relinquishing their share in title of the suit property.

76. Consequentially, this court is of the considered view that the Plaintiff's settlor and Releasors had no right to cancel the Ex.A1 Release Deed and Ex.A2 Settlement Deed through the Ex.A5 and Ex.A6 Impugned Cancellation Deed unilaterally without the knowledge and consent of the Plaintiffs. Such unilateral

cancellation is not valid in the eyes of law and the Ex.A5 and Ex.A6 Deed of Cancellation is void ab initio.

77. Declaration of title: Taking into consideration the contention of the learned defendant counsel that the Plaintiffs ought to have sought for declaration of title. He relied on the judgment in *Anathulla Sudhakar Vs. P.Buchi Reddy, AIR 2008 SCC 2033*. To counter, the learned counsel for the Plaintiffs relied on *Jharkand State Housing Board Vs. Didar Singh and another, 2018 (6) CTC 101* and *T.V.Ramakrishna Reddy Vs. M.Mallappa and another, 2012 ALL SCR (Online) 409*, wherein it was held by the Hon'ble Supreme Court that all cases have their own set of facts regarding cloud over title and it has to be decided whether bare injunction suit would suffice or relief of declaration has to be sought for.

78. Based on the dictum, whether declaration of title relief is necessary or not has to be decided based on the facts and evidence resulting in a cloud over the title claimed by the Plaintiffs. This suit is filed only for declaration that the unilaterally cancelled Release and Settlement Deeds in Ex.A5 and Ex.A6 as null and void.

79. In this case, the defendants admitted the ownership of Mr.Gajapathy Naidu and the shares to each legal heir as 1/8. Thereafter, the Ex.A1 Release

Deed and Ex.A2 Settlement Deed have been executed. Only when this court finds that the Ex.A1 and Ex.A2 are void ab initio, the question of title as claimed by the Plaintiffs would come into question. The Ex.A1 and Ex.A2 have been found to valid and binding on the parties as found hereinabove.

80. On the other hand the Defendants have only relied on Ex.A5 and Ex.A6 cancellation deeds to counter attack and create cloud. This court has found hereinabove that the Ex.A5 and Ex.A6 being unilaterally cancelled documents, they are null and void. Thus, only when the defendants are able to establish a reasonable case regarding their title, the cloud would arise. In the absence of any document or evidence to show the defendants title in the suit property, there is no cloud established. Therefore, there is no necessity to seek for declaration of title. Accordingly, the contention of the learned counsel for the Defendant regarding declaration is not entertained.

81. Suit Valuation: This court finds that the learned counsel for the defendant had raised a specific contention that the suit valuation under Section 25(d) of the Tamilnadu Court Fee and Suit Valuation Act is improper. Which was vehemently countered by the learned counsel for the Plaintiff that the Plaintiffs not being parties to the said impugned deeds, the nominal valuation under Section 25(d) would suffice.

82. He relied on the judgments in *Suhrid Singh @ Sardool Singh Vs. Randhir Singh and others*, [2010] 3 SCR 1121. In the said judgment, the Honble Supreme Court held that when the plaintiff is not a party to the impugned deed and in possession and has not sought for cancellation, the Plaintiff seeking for declaration regarding effect of the document cannot be asked to pay the advalorem court fee.

83. Applying the said dictum to this case at hand, the Plaintiffs have only sought to declare the impugned deeds as null and void. Further the cancellation itself being unilateral and without notice, there is no necessity to cancel the document which is void ab initio, a mere declaration would suffice. Thus, this court cannot entertain the contention of the learned counsel for the defendants regarding the valuation of the declaration relief under Section 25(d).

84. **Document Number:** This court finds that the Plaintiff in his pleadings and relief mention the impugned Ex.A5 and Ex.A6 cancellation deeds bearing Document No.2788/2015 and 2791/2015 respectively. However on perusal of the Ex.A5 and Ex.A6 it is evident that the Ex.A5 cancellation deed dated 14.05.2015 executed by Mrs. Usha and the defendants 3 to 5 has been registered as Document No.2791/2015 before the Joint IV SRO, Kancheepuram. Whereas, the Ex.A6 cancellation deed dated 14.05.2015

executed by Mrs. Sethubai Ammal has been registered as Document No.2788/2015 before the Joint IV SRO, Kancheepuram.

85. This court finds that the wrong mentioning of the document number has not vitiated any right of the parties. The defendants have duly identified the documents in question and no ambiguity has been caused due to the wrong document number in the relief paragraph. The other details in the relief sought when read as a whole alongwith the Ex.A5 and Ex.A6 the intention and relief sought for is clear and not ambiguous. Hence, this court considers that the nullity of the documents cannot be overlooked only for wrong mentioning of wrong document registration number and rejected for this reason.

86. In view of the above findings, this court concludes that the Plaintiffs had duly discharged their onus of proof under Section 101 and 102 of the Indian Evidence Act regarding the Ex.A5 and Ex.A6 Cancellation Deed dated 14.05.2015 as null and void. Hence, the Plaintiff is entitled to the relief of declaration that the Ex.A5 cancellation deed dated 14.05.2015 executed by Mrs. Usha and the defendants 3 to 5 registered as Document No.2791/2015 before the Joint IV SRO, Kancheepuram is null and void. Similarly, this court holds that the Plaintiffs are entitled to the declaration that the Ex.A6 cancellation deed dated 14.05.2015 executed by Mrs. Sethubai Ammal

registered as Document No.2788/2015 before the Joint IV SRO, Kancheepuram as null and void. Now this issue 1 and 2 is answered accordingly in favour of the Plaintiffs.

Issue No.3:

87. In view of the discussions and findings in Paragraph No. 62 to 65 hereinabove, the handing over of possession to the Plaintiffs have duly established that their possession, title in the suit property. As the Ex.A5 and Ex.A6 cancellation deeds dated 14.05.2015 is held to be null and void, the conveyance of title through the Ex.A1 Release Deed and Ex.A2 Settlement deed in favour of the 1st Plaintiff and Mr.Radhakrishnan is upheld. The 2nd and 3rd Plaintiffs being the legal heirs of the said Mr.Radhakrishnan have thus inherited his share of title in the suit property. Hence, the Plaintiffs being the absolute and true owner of the suit property and in possession of the same.

88. The PW1 has specifically deposed in her chief examination that the defendants had attempted to interfere with their possession on 10.12.2019 equipped with the impugned deeds. The dispute and difference of opinion in respect of this suit property is also evidenced from the DW1 evidence.

89. It is a well established principle of law that the possession of a true owner cannot be disturbed. This Court is of the considered view that the plaintiffs

have already initially discharged their onus of proof regarding the conveyance of the title in favour of the Plaintiffs and hence, no person has any right to interfere with the possession of the suit properties.

90. It is a well laid down law of the land, that there cannot be any perpetual injunction under Section 38 of the Specific Relief Act, until the Plaintiff has to duly explain and substantiate the alleged threat of dispossession and the loss caused to him or the manner in which it is not compensatable in terms of money or how it avoid muliticiplity of judicial proceedings.

91. On careful analysis of the oral and documentary evidence available record, this court decides that the plaintiffs having established their title and the lack of authority on the part of the defendants to interfere with the possession and enjoyment of the suit property, the plaintiffs are entitled to a decree of permanent injunction. Hence, this Court comes to the conclusion that the plaintiff is entitled to the relief as prayed for. Now the issue No.3 is answered accordingly in favour of the Plaintiff.

Issue No.5:

92. As the Issue No. 1 to 4 have been answered in favour of the Plaintiff, this Court considers that the Plaintiffs are not entitled to any other relief.

93. Considering the nature of the case, the relationship between the Plaintiffs and Defendants, this Court is of the considered view that the parties shall bear their own costs.

RESULT

94. In the result, **this suit is partly decreed without costs and,**

(i) The Deed of cancellation of the Release Deed dated 14.05.2015 executed by Mrs. Usha and the defendants 3 to 5 registered as Document No.2791/2015 before the Joint IV SRO, Kancheepuram is declared as null and void.

(ii) The Deed of cancellation of the Settlement Deed dated 14.05.2015 executed by Mrs. Sethubai Ammal has been registered as Document No.2788/2015 before the Joint IV SRO, Kancheepuram is declared as null and void.

(iii) permanent injunction is granted restraining the defendants, their men, and agents from in any way interfering with the Plaintiffs' possession and enjoyment in the suit property.

(iv) The parties shall bear their own 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 24th day of June 2026.

**PRINCIPAL DISTRICT MUNSIF
KANCHEEPURAM.**

Plaintiff's side Witness:

PW1 - Shanthi (2nd Plaintiff)

Plaintiff's side Exhibits:

Ex.A1	Release deed dated 26.07.2008	Certified copy
Ex.A2	Settlement deed dated 04.12.2009	Certified copy
Ex.A3	Death certificate of Krishnaveni Ammal	Original
Ex.A4	Legal heir certificate of Radhakrishnan	Original
Ex.A5	Cancellation of Release deed dated 14.05.2015	Certified copy
Ex.A6	Cancellation of Settlement deed dated 14.05.2015	Certified copy

Defendant's Side Witness :

DW1 – Padmapriya (5th Defendant)

Defendant's Side Exhibits:

Ex.B1	Wedding Invitation	Original
Ex.B2	Wedding Invitation	Xerox copy
Ex.B3	Encumbrance certificate	Online copy
Ex.B4	Photos with CD (7 nos)	Original

**PRINCIPAL DISTRICT MUNSIF
KANCHEEPURAM.**