

IN THE COURT OF PRINCIPAL DISTRICT MUNSIF
AT KANCHIPURAM

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

On Wednesday, the 18th day of March 2026

O.S.No. 171 of 2018

CNR. No.TNKP08-000243-2018

1. Mrs. V. Chellammal
2. Mrs. R. Varadammal

Represented by their Power Agent Mr. R. Ramesh
(Amended as per order in I.A. No. 3 of 202, dated 19.04.2022)

...Plaintiffs

//Versus//

Mr. Kumarasamy

...Defendant

This suit has come up on 12.03.2026 for final hearing before me in the presence of M/s. A.K. Ramesh, Counsels for the plaintiffs and M/s.T. Anbu, G.Tamizarasu, N. Vinayagam, counsels for the defendant and upon hearing the arguments of both sides and upon 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 declaration that the plaintiffs are owners of below 'B' schedule of property and for permanent injunction against the defendant and his men not to interfere with the peaceful possession and enjoyment of the 'ABCD' portion of plaint plan property; described in 'B' schedule and for cost.

Concise Statement of the Plaintiff as per the Plaint:

2. The plaintiff has averred that the suit properties absolutely belonged to them having purchased the same from Sriramulu Naidu, Jayaramulu Naidu and Mohanavalli vide a Registered Sale Deed dated 02.01.1976 and since in their possession. As per the deed, they had 1/ 3rd share in the front Pial, Koradu portions, 10 feet x 10 feet on the western side extreme backyard along with the main portion, on Front portion measuring East to West 30 feet and North to South 32 feet (including 3' Narasam).

3. The Defendant's father one Vanasundara Mudaliar has purchased the rear portion i.e., on Western side and in enjoyment. As dispute arose regarding the allocation of front portion, a registered partition deed was executed on 27.09.1982 for division. The Plaintiffs have put up a shop in the allotted portion and in possession. On adjacent western side, they constructed a house and residing therein. The backyard portion in ABCD has been left vacant by them.

4. The ABCD portion as per the Plaintiff plan is kept vacant for a long period and on 20.08.2018, the defendant tried to put up a construction and borewell. Further, he started constructing in the backyard portion including the ABCD portion of the Plaintiff. The defendant denied the title. The B schedule is vacant and in the possession of the Plaintiffs till today. On 22.08.2018 when the defendant started construction, it was successfully prevented. As he is highly influential person, this suit for declaration and permanent injunction.

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

5. The Defendant had denied the allegations and stated that the plaintiffs have suppressed the truth. His father Vanasundara Mudaliar purchased Door No.74C admeasuring 1984 sq.ft. from one V. Parthasarathy Naidu and his minor sons P. Jayachandran and P. Baskaran vide a Registered Sale Deed dated 10.04.1961. Further, his father purchased another part of their property from Dhanalakshmi Ammal in Door No.74B including the common narasam admeasuring 800 sq.ft., vide a Registered Sale Deed dated 29.11.1971. There is no property to be partitioned between him and the plaintiffs.

6. The Plaintiff's jointly purchased their property from Sriramulu Naidu, Jayarama Naidu and Mohanavalli, under a Registered Sale Deed dated 02.01.1976. As per the sale deed, the plaintiffs purchased East to West 30 feet:

North to South 32 feet only. The toilet portion is wrongly mentioned in the said deed and was already mingled in the sale deed in 1961. After the partition, he is possession of the suit property without any hindrance. The municipal authorities issued survey sketch which mentions that 4 meter in both pial and koradu measuring 130 sq. ft. and does not mention about the common narasam.

7. The narasam, pial and koradu has been wrongly mentioned in the Plaintiff's deed. His father purchased the pial in door no. 74A measuring East to West 9 feet and North to South 27 feet. The northern portion belongs to Sriramula Naidu and middle portion and right of way to use the street koradu with plot No. 74B in T.S. No. 70, to have an access to reach the narasam ingress and egress on the southern side narasam door. No. 74ABC. There is no toilet in the said deed.

8. His father Vanasundara Mudaliar and the plaintiffs divided the above said house property by way of Registered partition Deed dated. 27.09.1982. Under the A schedule of the partition deed, his father Vanasundara Mudaliar was allotted the portion measuring East to West 19 feet: North to South 18 feet with a right of pial and koradu with boundaries: East by Aladi Pillaiyar Koil Street; South by B schedule portion and koradu, West by B schedule portion; North by Varadappa Mudaliar's pial portion and narasam. As per the above said partition deed, the plaintiffs were allotted B schedule property, i.e. the portion measuring

East to West 19 feet; North to South 9 feet with koradu bearing Door No. 74, in TS. No. 70, with boundaries: East by Aladi Pillaiyar Koil Street, South by property.

9. The Municipal authorities have acquired the remaining portion of the koradu. Hence, the suit is not maintainable. The plaintiff's or their predecessors have never enjoyed the common narasam at any point of time. That the plaintiff's have no right, title or interest over the common narasam. Hence the suit has to be dismissed.

Issues:-

10. On perusal of the plaint and written statement filed by the defendant, this Court framed the following issues on 02.12.2020:

- 1) தாவா 'B' அட்டவணையில் காட்டப்பட்டுள்ள 'A.B.C.D' பகுதி வாதியின் அனுபவம். சுவாதினம் உள்ளதா?.
- 2) தாவா 'B' அட்டவணை வாதி முழு உரிமையாளர் என கோரும் விளம்பகை பரிகாரம் வழங்கத்தக்கதா?
- 3) வாதியின் 'B' அட்டவணை சொத்தில் கட்டப்பட்டுள்ள 'A,B,C,D' அமைதியான அனுபவம், சுவாதீனத்திற்கு பிரதிவாதி மற்றும் அவரின் ஆட்களால் இடையூறு செய்யாதிருக்க கோரும் நிரந்தர உறுத்துக்கட்டளை பரிகாரம் வாதி பெற உரிமையானவரா?.
- 4) பிரதிவாதி தரப்பில் தாவாவில் வழக்குமூலம், உரிய பரிகாரம் கோரவில்லை மற்றும் நீதிமன்ற கட்டணம் முறையாக செலுத்தப்படவில்லை என கூறுவது ஏற்புடையதா?
- 5) வாதிக்கு வேறு பரிகாரங்கள் கிடைக்கத்தக்கதா ?

Evidences:-

11. On the side of plaintiff, the plaintiff's Power Agent has examined himself as PW1 and Ex.A1 to Ex.A6 were marked through him. On the side of the defendant, the Defendant is examined as DW1 and the Ex.B1 to Ex.B9 are marked through him.

Discussion and Findings:

12. This Court considers the submissions of the Learned Counsel for the Plaintiffs and Defendant, also perused the materials on record. The trial in this suit commenced on 11.10.2022 by examining the PW1. Therefore, in light of Section 170(2) of the Bharathiya Sakshya Adhiniyam, this case shall be governed as per the provisions of the Indian Evidence Act.

13. **Case of the Plaintiff:** It is the case of the Plaintiff through PW1 that the Plaintiffs and defendant's father had purchased some undivided shares in the suit property apart from the apportioned properties in the front and back respectively as per Ex.A1 Sale Deed dated 02.01.1976. The purchase was made from different owners. The dispute relates to the B schedule 10x10 feet common bathroom on the backyard portion.

14. It is a vacant site ABCD as per the Ex.A5 rough sketch and the Plaintiffs are the only owners and in possession. From the Ex.A2 Partition deed dated 27.09.1982 it is clear that the common portion between the properties are

admitted and the Pial and Koradu portion was partitioned. The Ex.A4 encumbrance certificate would substantiate the lack of any adverse entries or encumbrances. The Plaintiffs are in possession as seen from Ex.A3 Tax receipt. Also duly surveyed as seen from Ex.A6. Therefore, the Plaintiffs are the absolute owners of the B schedule property. Hence the suit has to be decreed.

15. Case of the Defendant: Per contra, through DW1 the defendant had denied the allegations by the Plaintiff. The defendant's father had obtained title for the suit properties through Ex.B1, Ex.B6 Sale Deed dated 10.04.1961, 29.11.1971 prior to the Sale Deed in favour of the Plaintiffs. After the demise of his father as seen from Ex.B3 Death Certificate, his family as legal heirs as seen from Ex.B4 Legal heirship certificate is in possession. The Ex.B2 is the mortgage deed dated 01.06.1990 and Ex.B8 is the Patta in the defendant name.

16. Further, the Ex.B7 partition deed clearly indicates that there is no other common portion for partition between the Plaintiffs and the defendant's father. If at all the B schedule was a common portion, the same would have been partitioned under the said 1982 deed. However, as there was no common entitlement and enjoyment in the B schedule property, the same was not partitioned. The fact that the Plaintiffs admitted that there is no other common portion, they have relinquished their right in the alleged bathroom in the backyard portion.

17. The Plaintiffs have not adduced any evidence. Only their power agent is examined as PW1 and he admits that he does not have direct knowledge and hence his evidence is not admissible. The Plaintiffs have not let in any evidence to prove the existence of the common bathroom in the B schedule property. Neither the existence nor the ownership for B schedule property is established. The Ex.B5, B9 Field map would show the actual positioning of the properties. Further there is no proof regarding the alleged inference in this case. Hence, the suit has to be dismissed.

18. **Ocular and documentary evidence:** This court finds that the DW1 being the defendant has been examined respectively. This court finds that there is no material on record to question the admissibility of his evidence. Hence, the ocular evidence of DW1 are admissible in evidence.

19. The learned counsel for the Defendant had specifically raised an objection regarding the admissibility of the evidence of PW1 as he is only a power agent. The main bone of contention relates to the evidentiary value of the PW1 power agent on behalf of the Plaintiffs/Principal. This court finds that the Petition under Order III Rule 2 CPC has been filed in I.A.No.2/2021 and allowed on 21.09.2021. Accordingly, it is not in dispute that the Power Agent was permitted to appear and represent the plaintiffs. However, the power of attorney issued to the said PW1 is not adduced as evidence in this case. Though the

PW1 was a recognised agent, to understand the scope of knowledge, the Power Deed ought to have been adduced in evidence.

20. This court takes judicial note of the Judgment in *Janki Vashdeo Bhojwani and another Vs. Indusind Bank Ltd., and others AIR 2005 SC 439*, wherein it has been held as follows:

“Order III, Rules 1 and 2 C.P.C., empowers the holder of power of attorney to űct"on behalf of the principal. In our view the word űacts" employed in Order III, Rules 1 and 2 C.P.C., confines only in respect of űacts"done by the power of attorney holder in exercise of power granted by the instrument. The term űacts"would not include deposing in place and instead of the principal. In other words, if the power of attorney holder has rendered some "acts" in pursuance to power of attorney, he may depose for the principal in respect of such acts, but he cannot depose for the principal for the acts done by the principal and not by him. Similarly, he cannot depose for the principal in respect of the matter which only the principal can have a personal knowledge and in respect of which the principal is entitled to be cross- examined.”

21. From the above dictum it is clear that the PW1 though authorised to represent the suit on behalf of the principal, he can depose evidence only to facts regarding his personal knowledge and that acts done by him on behalf of his principal. He cannot depose about facts which are not within his personal knowledge.

22. This court from the PW1 cross examination finds that

“பாகப்பிரிவினை நடைபெற்ற போது நான் 7ம் வகுப்பு படித்துக்கொண்டிருந்தேன் அப்போது எனக்கு 12 வயது இருக்கும் ”

“வழக்கு சொத்தை எனது அம்மா மற்றும் அத்தை 1976ம் ஆண்டு வாங்கினார்கள். அப்போது எனக்கு 1 வயது ஆகும். எனக்கு 1 வயதாக இருக்கும் போது எனது அம்மாவும் அத்தையும் எவ்வளவு நீள அகலம் உள்ள சொத்தை வாங்கினார்கள் என்று எனக்கு தெரியாது என்றால் தெரியாது. அந்த விவரம் பின்பு எனக்கு 10 வயது இருக்கும்போது தெரியவந்தது எனது பிரதிவாதி இருந்த இடத்திற்கு முன்புறம் தெரு பகுதி தான் கிரயம் வாங்கப்பட்டது என்றால் சரிதான்”

23. Further, when the Plaintiffs' purchased the property, the PW1 was one year old and came to know about the transaction only when he was 10 years old. At the time of partition in 1982, he was 12 years old and studying 7th standard. Even as admitted by the PW1 he does not have any direct knowledge about Ex.A1 and Ex.A2 Sale Deed and partition deed.

24. However, the Ex.A1 and Ex.A2 are documents and if proved under Section 91 of the Indian Evidence Act there is no scope for any oral evidence except as per the proviso under Section 92 of the Indian Evidence Act. Even in respect of the Ex.A3 to Ex.A6 the PW1 had not clearly explained about his personal knowledge.

25. The Ex.A3, Ex.A4 are primary evidence produced in original and the Ex.A5 is a rough sketch only. Hence, this court considers that the evidence of PW1 in respect of the Ex.A1 to Ex.A6 shall be appreciated based on the evidentiary value of the said documents and not merely on the personal knowledge of the PW1. Resultantly, based on the context required the

evidentiary value of PW1, his authority in respect of the suit property and requisite of personal knowledge to adduce oral evidence shall be considered hereinbelow.

26. Whileso, the Ex.A6 is a downloaded receipt and being digital in nature is electronic evidence. Hence, the same are admissible in evidence only when accompanied by a 65B certificate or produced in original, as mandated and held by the Hon'ble Supreme Court in *Arjun Panditrao Khotkar Vs. Kailash Kushanrao Gorantyal and others, (2020) 7 SCC 1*. In the instant case, the Ex.A6 is not accompanied by the 65B certificate and also not produced in original. Hence, this court is of the considered view that the same is not admissible as electronic evidence.

27. This court finds that the Ex.A1 to Ex.A5 and Ex.B1 to Ex.B9 are produced as originals or certified copies. This court finds that the Ex.A1 to Ex.A5, Ex.B1 to Ex.B9 are all admissible as primary or secondary evidence under Section 64 and 65 of the Indian Evidence Act. The Ex.A2 and Ex.B7 are the certified copies of the same partition deed. Therefore, this court discusses the evidentiary value of PW1, DW1, Ex.A1 to Ex.A5, Ex.B1 to Ex.B9 herein below.

Issue No.1 to 3: Title, Declaration, Permanent Injunction

28. This court is of the considered view that the issues No.1 to 3 are interlinked and for the sake of better appreciation and brevity shall be taken up together for consideration.

29. Admitted facts: From the above case of the Plaintiff and defendant, this court finds that the fact that the Plaintiffs purchased their property as per Ex.A1 Sale Deed dated 02.01.1976 and the defendant's father purchased their property through the Ex.B1 and Ex.B6 Sale Deed dated 11.04.1961 and 29.11.1971 is not disputed. The possession of the Plaintiffs and defendants in their respective building portions is also not disputed.

30. Further, the factum of execution of the Ex.A2/B7 Partition Deed dated 27.09.1982 is also admitted. The parties being neighbours and owners of the adjacent buildings is admitted. As seen from Ex.A4 Encumbrance Certificate no adverse entries are noted in the suit property. Further, the death of the Defendant's father as per Ex.B3 Death Certificate and his legal heirs as per Ex.B4 Legal heir certificate is not disputed. In light of Section 58 of the Indian Evidence Act, the admitted facts need not be proved.

31. The main issue relates to existence of the B schedule property allegedly sold through Ex.A1 Sale Deed to the Plaintiffs, the possession of the same, the alleged attempt to construct therein by the Defendant. The conveyance of title

in respect of the house/building portion is not disputed but only the common areas is in question especially the B schedule property.

32. From a thorough reading of the Ex.A1 Sale Deed it is clear that the Plaintiffs have purchased the

“சொத்து விவரம்: செங்கற்பட்டு டிஸ்டிக் காஞ்சிபுரம் சப் டிஸ்டிக் காஞ்சிபுரம் டவுன் 2வது டிவிஷன் ஆலடி பிள்ளையார் கோவில் தெருவில் மேலண்டை வாயில் வீதிக்கு மேற்கு வைதீஸ்வரன் கோவிலுக்கு வடக்கு புலியம்தோப்புக்கு கிழக்கு கன்கன்னியப்ப முதலியார் வரையரா வீட்டுக்கு தெற்கு இதன் மத்தியில் டோர் நெம்பர் 74A டவுன் சர்வே நெம் 70 உள்ள மனை-1ல் மேலண்டையின் பக்க எங்களது போக போக கீழண்டை தெரு பக்கத்தில் எங்கள் பாகம் வடக்கு தெற்கு... பொது நாராசவுடன் உள்பட ஜாதி அடி 32, கிழக்கு மேற்கு அடி 30 உள்ள மனையும் இதன் கிழக்கு வட தேற்கு அடி 32 திண்ணை மனைனயில்திண்ணை பாதியும் தெற்கு பக்கத்தில் வட தெற்க அடி 11 கிழக்கு மேற்கு டஅடி19 உள்ள தெரு குறடு பொதுவில் பாதியும் மனையின் தென் புறம் 3 அடி அகலமுள்ள பொது வழி நாராச பாத்தியமும் மேலண்டை கோடியில் தென்புறம் வட தெற்கு அடி 10 கிழக்கு மேற்கு அடி 10 க்கூஸ் மனையில் பொது பாத்தியமும் உள் படி 1410 சதுர அடி காலி மனை கிரையம் செய்திருக்கிறோம்.”

33. As per the schedule in Ex.A1 there is a clear mention about bathroom on the backyard rear end portion admeasuring south to north 10 feet and west to east 10 feet. A common right of enjoyment is conveyed to the Plaintiffs as pe this deed. This court notes that there is no such toilet or common portion or common right mentioned in the Ex.B1 or Ex.B6 Sale Deeds in favour of the

defendant's father. Further, the same is not indicated in the Ex.B8 Town survey field register. This is the disputed portion B suit schedule in this suit.

34. It is pertinent to note that as rightly pointed out by the learned counsel for the defendant, the Plaintiffs and defendant's father have entered into a partition deed in Ex.A2/B7 on 27.09.1982. Now the contention of the learned counsel for the Plaintiff is that the partition specifically mentions that the partition is in respect of the common "தெரு, திண்ணை குறடு பங்கு பிரிவினை பத்திரம்". The schedule therein is as follows:

“A ஷெடியூல் சீவான சுந்தர முதலியார் அடையும் சொத்து விவரம் செங்கற்பட்டு மாவட்டம் காஞ்சிபுரம் பதிவு மாவட்டம் காஞ்சிபுரம் வட்டம் காஞ்சிபுரம் 2 இணை சார்பதிவு அலுவலகத்தைச்சேர்ந்த காஞ்சிபுரம் டவுன் 3வது டிவிஷன் ஆலடி பிள்ளையார் கோவில் தெருவில் வீதிக்கு மேற்கு பொது நாராசந்தும் B பாகஸ்தர் மனை குறடுக்கும் வடக்கும் B பாகஸ்தரின் காலி மனைக்கு கிழக்கு வரதப்ப முதலியார் தெரு திண்ணை நாராசந்துக்கு தெற்கு இதன் மத்தியில் கி.மே. அடி 19 வ.தெ அடி 18 உள்ள தெரு திண்ணை குறடு காலி மனை இதன் கதவு எண் 74BC டவுன் சர்வே எண் 70 இதன் மதிப்பு ரூபா 2052.00. Bஷெடியூல் செல்லம்மாள், வரதம்மாள் இவர்கள் அடையும் சொத்து விவரம் காஞ்சிபுரம் டவுன் 3வது டிவிஷன் ஆலடி பிள்ளையார் கோவில் தெருவில் வீதிக்கு மேற்கு பொது நாராசந்துக்கு வடக்கு இவர்கள் பாகமான மேலண்டை காலிமனைக்கு கிழக்கு Aஷெடியூல் தார் தெரு திண்ணை குறடு இவைகளுக்கு தெற்கு இதன் மத்தியில் கி.மே அடி 19 வ.தெ அடி 9 உள்ள காலி குறடு தெரு திண்ணை காலி மனை இதன் கதவு எண் 74 A டவுன் சர்வே எண் 70 இதன் தற்கால மதிப்பு ரூபா 1026.00 2வது பார்டியில் 2வது நபர் பெயர் வரதம்மாள்.”

35. Whereas, the learned defendant counsel relied on the recital in Ex.A2/B7,

"இது தவிர நாம் பிரித்துக் கொள்ள வேண்டியது பொது சொத்து ஒன்றுமில்லை. இனி அவரவர் காக சொத்துக்கு அவரவர்களே பூரண உரிமை உடையவர்கள் ஆவார்கள்."

36. This court finds that the Ex.A2/B7 Partition Deed was executed only as there was a dispute between the parties regarding the common areas. Whileso, as per the Ex.A1 Sale Deed the B schedule property is clearly a bathroom with common rights. No exclusive right over the same has been conveyed to the Plaintiffs even as per their Ex.A1 Sale Deed. Thus, this court finds that the disputed bathroom is a common property.

37. However, in the subsequent Partition Deed, Ex.A2/B7 there is no mention about this common bathroom. Rather, the Plaintiffs have admitted in the recitals as if there is anyother common area for partition between them. There is no mention about the B schedule property as elaborated in Ex.A5 Rough Sketch and no exclusive right is conveyed upon the Plaintiffs for the same in the subsequent partition.

38. Further, the Ex.A3 Tax receipts, Ex.A6 Survey Report do not assist the Plaintiffs in showing the existence of the common bathroom in the B schedule property. The PW1 also admits that he is only a hearsay witness and in the absence of his power of attorney deed, he is not competent to depose about and

identify the B schedule property. Thus, his oral evidence is reliable under the proviso of Section 92 of the Indian Evidence Act to contradict the terms of the Ex.A2/B7 Partition Deed proved through Section 91 of the Indian Evidence Act.

39. Further, from the Ex.B1 Sale Deed in favour of the Defendant's father, there is mention about the common narasam of 3 feet but no mention about any common bathroom or common area in the backyard. Whereas, in the Ex.B6 Sale Deed, there is a clear mention about the sale of the rear end portion with Door No.74B, common narasam, common kuradu and 1/3 common thinnai. There is no mention about the alleged common bathroom of 10 x 10 feet in the said deeds.

40. As per the well established principle of law that no amount evidence in the absence of pleadings shall be admissible. Whiles, as there are no pleadings regarding the Ex.B2 Mortgage Deed in the written statement. Further, though there is a vague mention about the survey, the defendant has not pleaded properly about Ex.B5 and Ex.B9 Survey sketch with the necessary material facts. Hence, the Ex.B2, Ex.B5 and Ex.B9 are inadmissible in evidence under Thus, these documents are not assisting the defendant's case.

41. Further, the Plaintiffs have sought for complete ownership in the B schedule property though only a share was allotted to them even under their conveyance deed. No person can claim better title than what was conveyed

upon him. Though the execution of Ex.A1 Sale Deed is not disputed, the deed is vague about the common portions, the nature of such portions and the other sharers of the said common areas especially the common bathroom in dispute.

42. Even assuming, the bathroom is in existence, the Plaintiffs can seek only title towards what was conveyed to them. Without clearly mentioning who are the persons with whom the common bathroom is shared and how they have obtained the absolute ownership, the Plaintiffs have failed to establish their absolute title in the B schedule property. There is no clarity or evidence regarding how and when the common portion became the absolutely owned by the Plaintiffs. There is no relief of partition claimed but directly a relief of declaration of absolute ownership is claimed without proper pleading of material facts regarding the conveyance of absolute title.

43. Further, the PW1 also admitted that

“அவர்கள் இருவரும் சரியாக சாட்சி அளிக்கமாட்டார்கள் என்பதால் தான் நான் சாட்சியம் அளிக்க வந்துள்ளேன் என்றால் சரிதான்.”

44. Thus it is clear that the Plaintiffs have knowingly refrained from appearing court and subjecting themselves to cross examination. Therefore, the Plaintiffs having failed to adduce any evidence have denied the opportunity to the defendant to cross examine them. Hence, the adverse inference under

Section 114 Indian Evidence Act, as indicated in illustration (g) falls in favour of the Defendant, as the Plaintiffs have deliberately avoided adducing any evidence in this case and denied the opportunity of cross examination to the Defendant.

45. From the above, this court notes that there is no material evidence to establish the existence of the bathroom in question. Though the PW1 had adduced evidence there is a lack of clarity regarding his personal knowledge in the issue at hand. In fact the authority of the PW1 to represent the Plaintiff's is also not furnished. Hence, the PW1 ocular evidence would not assist the Plaintiff's in establishing the existence and possession in the disputed portion.

46. In light of the above discussion, this court finds that the Partition Deed is dated 27.09.1982, there is no material on record to indicate the existence of the B schedule property after the said partition. Therefore, having admitted and signed in the Ex.A2/B7 Partition Deed, the Plaintiffs are estopped under Section 115 of the Indian Evidence Act from claiming a common bathroom as per the Ex.A1 Sale Deed. Further, the claim of the plaintiffs also seem to be hit by the doctrine of acquiescence, as the last usage of the said B schedule and possession is not duly established by admissible evidence.

47. Consequentially, when the plaintiffs are unable to establish the conveyance of absolute title in the B schedule property and in the absence of

any document regarding the Plaintiffs' possession of the B schedule property, this court considers that the Plaintiffs have failed to establish their possession in the B schedule property.

48. This court finds that the Plaintiffs have failed to discharge their burden of proof under Section 101 and 102 of the Indian Evidence Act to establish their title, possession and entitlement to the relief of declaration and consequential permanent injunction under Section 34 and 41(i) of the Specific Relief Act. Accordingly, the issue No.1 to 3 have all been answered against the Plaintiffs.

Issue No.4: Court fee and suit valuation and cause of action

49. In consequence of the findings in issue No.1 to 3 hereinabove, this court already held that the Plaintiffs have failed to establish their possession. Further, without the authority of the PW1 and clarity in the pleadings regarding the presence of PW1 on the date of the alleged interference, the evidence of PW1 is not assisting the Plaintiffs. Thus, this court considers that the Plaintiffs have failed to establish the alleged cause of action for filing this suit.

50. With regard to contention regarding suit valuation, this court the Plaintiff had valued the relief of declaration and consequential injunction under Section 25(b) of the Tamilnadu Court Fee and Suit Valuation Act. A thorough reading of the declaration relief would indicate that the plaintiff is claiming only a tangible right over B schedule property. For the purpose of valuation, the

Plaintiff has valued the same at Rs.30,000/- as under Section 12 of the the Tamilnadu Court Fee and Suit Valuation Act. Further, as per Section25(b) of the Tamilnadu Court Fee and Suit Valuation Act, the market value is commuted as half value Rs.15,000/- and paid a court fee of Rs.450/-.

51. As per the well established principle of law the plaint has to be valued based on the pleadings. The Plaint signed by the Plaintiffs themselves have valued the B schedule property and substantiated the same in their pleadings. In absence of any contra evidence, this court finds that the valuation as per the Plaint pleadings shall be upheld. Therefore, this court finds that the suit is duly valued and court fee paid as per under Section 25(b) of the Tamilnadu Court Fee and Suit Valuation Act is in order. Accordingly, the issue No.4 is answered.

ISSUE NO.5: Other Relief

52. As the Issue No.1 to 3 have been answered against the Plaintiff and this Court considers that both parties are not entitled to any other relief.

53. Considering the nature of the relief sought for, the dispute between the parties, relationship between them, this court considers that both the parties shall bear their own costs. Thus, Issue No.5 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 18th day of March 2026.

**PRINCIPAL DISTRICT MUNSIF
KANCHEEPURAM.**

Plaintiff's side Witness:

PW1 - Ramesh (Power of Agent)

Plaintiff's side Exhibits:

Ex.A1	Sale deed dated 02.01.1976	Certified copy
Ex.A2	Partition deed dated 27.09.1982	Certified copy
Ex.A3	Property tax and Drainage Receipts (4nos)	Original
Ex.A4	Encumbrance certificate (2 nos)	Original
Ex.A5	Plaint plan	Original
Ex.A6	Acknowledgment regarding the complaint to he Collector office	Electronic record

Defendant's Side Witness :

DW1 – Kumarasamy (Defendant)

Defendant's Side Exhibits:

Ex.B1	The Sale deed dated 11.04.1961	Certified copy
Ex.B2	Mortgage deed dated 01.06.1990	Certified copy
Ex.B3	Death certificate of Vanasundara Mudaliar dated 22.02.1999	Original
Ex.B4	Legal heir certificate	Certified copy
Ex.B5	Town Survey Land Register dated 30.05.2018	Certified copy
Ex.B6	Sale deed dated 29.11.1971	Original
Ex.B7	Sale deed dated 27.09.1982	Original
Ex.B8	Town Survey Land Register dated 23.10.2018	Online copy
Ex.B9	Field Map	Certified copy

Court Witness and Exhibits: Nil

**PRINCIPAL DISTRICT MUNSIF
KANCHEEPURAM.**