

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. 317 of 2012

CNR. No.TNKP08-000213-2012

G.Arul

...Plaintiff

//Versus//

1. Muthammal
- 2.Thilagam
3. Panneerselvam
4. Amsa
5. Neela
6. Rani
7. Rajamani
8. Ashokkumar
9. Jaya
10. Gowri
11. Srikanth
- 12.Vijayan
13. Parvathi
- 14.Thenmozhi
15. Prabakaran
16. Saravanan
17. Pandiyan
18. Krishnan
19. Poonkodi
20. Kamakshi
21. Renuka

.... 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, and M/s.P.S. Sugapriyan counsel for the defendants 1 to 6 and 13 to 21 and the defendants 7 to 12 were set exparte on 16.04.2014, upon hearing the learned counsel for the Plaintiff and contesting 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 declaring the plaintiff is absolutely entitled to the suit property and consequentially granting injunction against the defendants, their men and agents, restraining them from in anyway interfering with the 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 was purchased from C.N.Sivakolundu Chettiar and others through their power of attorney agent D.Gurunatha Mudallar by a registered sale deed dated 27.07.2009. Thus, he is the absolute owner and since in his possession. Prior to the sale deed, his vendors got title and possession, through a private family trust effected in 1901

alongwith other properties admeasuring more than 60 acres in Kuruvimalai Village. It was bequeathed to his predecessors in title, who inherited it and Patta No.1 stands in their name including in 1387 fasli for S.No.93/2D-0.48 cents.

3. His vendors filed an eviction petition against the then tenant A.N.Srinivasa Chettiar under Cultivating Tenant's Protection Act before the learned Special Deputy Collector. When he purchased, he impleaded himself and eviction was ordered on merits. Whereby the tenant was also evicted through court process. Thus, the Plaintiff is in possession and individual patta has been granted for S.No.120/1-0.52 cents, who is paying kist.

4. The original owners Sivakozhundu Chettiar and others executed registered power of attorney deed, in favour of Gurunatha Mudaliar for all their properties permitting him to alienate. The suit property was one such land and duly purchased by him. Whiles, through a recent EC, he became aware of the Partition deed and sale deeds dated 10.07.2009 and 05.07.2011. There is no mention about the derivation of title in the said deed and is not binding on him. He is in possession with absolute title.

5. Taking illegal advantage, the defendants are trying to create further encumbrances and get patta from the revenue officials. Hence, he issued a

notice to the defendants regarding his exclusive title and their deed is not valid.

On receipt of the notice, the defendants tried to interfere in the 2nd week of November 2012, which was successfully prevented. Due to apprehension, this suit for declaration and permanent injunction.

Concise Statement of the defendant as per the written statement filed by the 3rd defendant and adopted by the defendants 1, 2, 4 to 6, 13 to 19:

6. The defendants have denied the allegations and stated that the suit property originally owned and possessed by their family and duly reflected in the Patta No.118 in the name of their father Mr.Ponnurangam and 3 others. After updation, the Patta No.173 was issued to Muthammal and others.

7. Among the said pattadars Mr. Ponnurangam died on 15.7.2006, Durai died on 18.06.1991, Mani died on 24.11.1993. 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.

8. Later the defendants 1 to 19 have jointly sold the entire 0.48 cents in S.No.93/2D ie; suit property to the defendants 20 and 21 through a registered sale deed dated 05.07.2011 bearing Doc No. 4648/2011, who is since in possession as rightful owners. In fact that the plaintiff was unable to file single proof of documents of possession such as Adangal, chitta or patta for more than 30 years. The defendants and their predecessors are in open continuous uninterrupted possession.

9. The Partition Deed for the suit property on 10.07.2009 is reflected in the Encumbrance certificate. Without due verification, the Plaintiff purchased the property which is collusive. Further, he is the son of the Power Agent Mr.Gurunatha Mudaliar. As the villager is aware of the lack of ownership of the said Sivakolunthu chettiar and others, no one purchased.

10. To create litigation, the power agent executed a sale deed in favour of his son, i.e. the Plaintiff which is sham and nominal and not binding on the Defendants. The Plaintiff has approached the court with unclean hands,

suppressing material facts. Further, there are complaints against the Plaintiff and his father for land grabbing and hence, they executed a Rectification Deed omitting some properties in the Sale Deed. Hence, the suit has to be dismissed.

Concise Statement of the Defendants 20 and 21 as per their Written statement:

11. These defendant has denied the allegations and the suit property originally belonged to these defendants vendors and their predecessors in title, who were in possession as Patta No. 118. The same is registered in the names of 1.Krishnan S/o Lakshmanan. 2. Mani S/o Lakshmatian, 3. Durai S/o Lakshmanan and 4. Ponnurangan S/o Lakshmanan and reflected in the A Register as Ponnurangan and 3 others. The recent Patta was updated in the Muthammal wife of Ponnurangam, Thilagam wife of Munusami, Amsa wife of Krishnan, Nila wife of Andiappan. Panneerselvam son of Ponnurangam, Rani wife of Thanigachalam, Kistan son of Lakshmanan, Mani son of Lakshmanan, Durai son of Lakshmanan.

12. Whiles, the said 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. Ever since then they

13. After verifying the title and possession of defendants 1 - 18, these defendants purchased the suit property for a valuable consideration under a registered sale deed dated 05.07.2011 and since in possession. The Patta No.273 is mutated in their name after detailed enquiry by R.D.O in Na.Ka.No.2865/2012/A2 dated 19.02.2013. Against the said order the plaintiff has not preferred any appeal and hence the said order become final. They are paying necessary charges like kist for the suit property under Patta No. 273.

14. In fact that the plaintiff was unable to file single proof of documents of possession such as Adangal, chitta or patta for more than 30 years. They and their predecessors are in open continuous uninterrupted possession. The Partition Deed for the suit property on 10.07.2009 is reflected in the

Encumbrance certificate. Without due verification, the Plaintiff purchased the property which is collusive. Further, he is the son of the Power Agent Mr.Gurunatha Mudaliar. As the villagers are aware of the lack of ownership of the said Sivakolunthu Chettiar and others, no one purchased.

15. To create litigation, the power agent executed a sale deed in favour of his son, i.e. the Plaintiff which is sham and nominal and not binding on them. The Plaintiff has approached the court with unclean hands, suppressing material facts. Further, there are complaints against the Plaintiff and his father for land grabbing and hence, they executed a Rectification Deed omitting some properties in the Sale Deed knowing well that there is no right for their vendor. Hence, the suit has to be dismissed.

16. Upon perusal of records, it is noted that the defendants 7 to 12 have been set exparte after service of summons on 16.04.2014.

Issues:-

17. On perusal of the plaint and written statement filed by the defendant, this Court framed the following issues on 19.02.2016.

(i) Whether the plaintiff is entitled to the relief of declaration and consequential injunction as prayer for in the Plaint?

(ii) Whether the suit is hit by provision under Order II Rule 2 CPC?

(iii) Whether the defendants 20 and 21 are in possession of the suit property as the rightful owners as averred in the written statement of the defendants 1 to 6, 13 to 16?

(iv) To what other relief in plaintiff is entitled for?

18. Evidences:- To prove the case of the Plaintiff, the Plaintiff has examined himself as PW1 and marked Ex.A1 to Ex.A8 documents through him. On the side of the defendants, the 20th defendant herself was examined as DW1 and marked Ex.B1 to Ex.B18 on their side. No oral or documentary evidence is adduced by the Defendants 1 to 6, 13 to 19.

Discussion and Findings:

19. This Court considers the submissions of the Learned Counsel for the Plaintiff and the defendants including the written arguments of the defendants. 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.A1 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. To prove possession, he relied on Ex.A7 the kist receipts in the name of Mr.Gurunatha Mudaliar and the Ex.A8 electricity board receipts.

22. Whiles, he became aware of the Sale Deed executed in the name of the defendants. Therefore, he issued Ex.A5 Legal notice dated 18.03.2012 to the defendants. Some covers were received and some have been returned as seen from Ex.A6 postal covers. Subsequently, he became aware that the Partition Deed Ex.A4 between the defendants 1 to 19 without any authority and also the sale deed executed in favour of the defendants 20 and 21. They tried to interfere with his possession. As they have no title and right in the suit, this suit for declaration and permanent injunction. He specifically denied the averments and allegations in the written statement of the defendants.

23. Case of the Defendants: Per contra, the case of the defendants 20 and 21 through the DW1 is that the suit property originally belonged to Mr.Ponuranga Naicker and 3 others in Patta No.118 and reflected in the A register Ex.B2. During UDR, the Patta was assigned to their legal heirs in Patta No.173.

24. The said Ponnurangam, Durai and Mani died on 15.07.2006, 18.06.1991, 24.11.1993. The Legal heirs of Ponnurangam are his wife Muthuammal, daughters Thilagam, Amsa, Neelai, Rani and son Pannerselvam (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).

25. They all executed a Partition Deed dated 10.07.2009 Ex.B3 and later it was 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. They sold the suit property to the defendants 20 and 21 on 27.07.2011 vide a registered Sale Deed Ex.B4. Since they are in joint possession and in continuous enjoyment. After due enquiry and order in Ex.B5, the Ex.B6 is the Patta No.273 was issued to the defendants 20 and 21. The Ex.B7 to Ex.B15 is the Kist Receipt, Ex.B16 and Ex.B17 are the adangal

in their name or that of their predecessors. Thus, they are the absolute owners in possession of the suit property.

26. In fact due to the land grabbing complaint against the Plaintiff and his father, a rectification deed Ex.B1 was executed to evade the complaint. The Sale deed of the Plaintiff is not binding on the defendants as there is no due conveyance of title. The Plaintiff is not in possession of the suit property and there was no electricity connection in the Plaintiff or his father in the suit property as seen from Ex.B18 RTI reply. Hence, the suit has to be dismissed.

27. 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 1st defendant respectively have been examined. It is noted that the 20th defendant alone has been examined on behalf of herself and the 21st defendant. The other defendants have not let in any oral or documentary evidence. This court finds that there is no material on record to question the admissibility of their evidence. Hence, the ocular evidence of PW1, DW1 are admissible in evidence.

28. This court finds that the Ex.A1 to Ex.A8 and Ex.B1 to Ex.B18 are either produced in original or certified copies or compared with original. This court finds that the Ex.A1 to Ex.A8 and Ex.B1 to Ex.B18 are all admissible as primary or secondary evidence under Section 64 and 65 of the Indian Evidence Act. The Ex.A4 and Ex.B3 are the Partition Deed dated 10.07.2009 in favour of the Defendants and are both online certified copies of the same deed.

29. Whereas, the Ex.B1 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.B1 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.B1, which relates to the suit schedule property. Therefore, the Plaintiff was bound to produce the same, having failed to produce the same, the Ex.B1 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.

30. Accordingly, this court proceeds to consider the ocular evidence of PW1, and DW1 and documentary evidences Ex.A1 to Ex.A8 and Ex.B1 to Ex.B18 hereunder to decide the issue at hand between both parties.

Issue No.1 to 3: Title, Declaration and consequential Permanent Injunction, Substantive Relief

31. For the purpose of better discussion and findings, this court considers it appropriate to discuss and decide the issues 1 to 3 regarding the title of the Plaintiff and entitlement of declaration and consequential injunction simultaneously.

32. Title: 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."

33. Having in mind the above dictum, this court proceeds to decide the issue regarding the Plaintiff's title as claimed. To prove the title of the Plaintiff and his predecessors, the Plaintiff relied on Ex.A1 to Ex.A8 herein. Whiles, this court finds that to trace the title of his vendors, the Plaintiff PW1 heavily relied on the Ex.A1 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.

34. This court on perusal of the Ex.A1 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.A1 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.A1 patta passbook is not entitled for the beneficial presumption prescribed under Section 6 of the Act. The Ex.A1 can be only treated as anyother patta/revenue record without any preferential prima facie evidence of title under Section 6 of the Patta Passbook Act.

35. 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.”*

36. Thus, this court considers that the Ex.A1 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.A1 as foolproof prima facie evidence of title in favour of the Plaintiff's vendor cannot be entertained.

37. This court further finds that except for the Patta Passbook Ex.A1 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.

38. 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.

39. 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, except for mentioning about the 1901 trust. Hence, this court opines the aforementioned recitals in the said deed is not assisting the Plaintiff in the absence of due pleadings.

40. 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.

41. 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, காஞ்சியும் பதிவு மாவட்டம், காஞ்சிபுரம் 2நீ இணைசார் பதிவுக எல்லைக்குட்பட்ட காஞ்சிபுரம் வட்டம் மற்றும் ஊராட்சி ஒன்றிய எல்லைக்கட்பட்டதும், குருவிமலை கிராமத்திய அரசு கணக்கில் 116 எண், கூட்டுப்பட்டாவாய் 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.”

42. 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.

43. 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.

44. 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.

45. 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.A1 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, பாதுகாக்கவும், 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.”

46. There is no mention about anything in the schedule, recitals or covenants regarding all the properties mentioned in Ex.A1 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.”

47. 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. 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.

48. 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.

49. 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.

50. 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.

51. 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.

52. This court finds that the Plaintiff relied on the Ex.A7 Kist receipts, it is evidenced that the receipt was obtained in 2014 after the filing of the suit. Further, the kist receipts are in the name of Mr.Gurunatha Muadliar. It is also noted that the Patta No.116 is not filed in the suit. Whiles, the Ex.B2 A Register filed by the Defendants would indicate that the Patta No.116 relates to S.No.93/2A and not the suit property in S.No.93/2D. Hence, this court considers that the Ex.A7 kist receipts are not relating to the suit property and hence does not assist the plaintiff's case.

53. Similarly the Ex.A8 is the electricity bill in the name of Mr.Gurunatha Mudaliar. It does not mention the address and survey number of the suit property. Whiles, a mere perusal of the Ex.B18 RTI Reply, it is noted that the Electricity Department clearly stated that there is no power connection in S.No.93/2D. For this reason itself, this court considers that the Ex.A8

electricity bill is not relating to the suit property and failed to assist the case of the Plaintiff.

54. The Ex.A5 and Ex.A6 are the legal notice issued and the returned postal covers or acknowledgment cards. The same only would be a presuit notice and self serving document regarding the facts and averments pleaded in the suit already. But no inference has be made as the title of the Plaintiff itself is not clear from the Ex.A1 to Ex.A3. Hence, this court finds that the Ex.A5 and Ex.A6 does not assist to prove the title of the plaintiff. Consequentially, this court considers that the Ex.A5, Ex.A6, Ex.A7 and Ex.A8 do not assist the Plaintiff in proving his title and possession of the Plaintiff in the suit property.

55. 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.

56. The learned counsel for the Plaintiff, had clearly questioned that the defendants being the subsequent purchasers, hence have no title in suit

property. In respect of this contention, this court considers that Defendant evidence in Ex.B2 to Ex.B18 and DW1 ocular evidence. This court finds that to show the title of her vendor's predecessor Mr.Poonurangan and others, she relied on the Ex.B2 A Register and Ex.B5 Orders in the proceedings regarding mutation of the Patta in favour of the Defendants 20 and 21.

57. Though no death certificate or legal heirship certificate is filed, there is no specific denial regarding the same or contra evidence regarding the vendors of the Defendants 20 and 21, i.e. Defendants 1 to 18 are the legal heirs of the Mr.Poonurangan, Mr.Krishnan, Mr.Mani and Mr.Lakshmanan, the persons named in the Ex.B2 A register in respect of this suit property. They partitioned the suit property as per the Ex.A4/B3 Partition Deed dated 10.07.2009. The factum of Sub division of 93/2D1, 2D2, 2D3, 2D4 are evidenced from the Ex.B6 Patta.

58. Thereafter, they executed the Ex.B4 Sale Deed dated 27.07.2011 in favour of the defendants 20 and 21 for the suit property. The Sale Deed is duly registered and in compliance with Section 17 of the Registration Act. Apart from that the patta was mutated in the name of the defendants 20 and 21 and Ex.B6 Patta No.273 was issued after due enquiry as evidenced in Ex.B5 revenue order. It is true that the Defendants 20 and 21 have not explained the

nature of title of said Mr.Ponnurangan and others or produced any title deeds in his favour. The documents in Ex.B2 and Ex.B5 are only revenue records.

59. Even the Ex.B7 to Ex.B15 property tax receipts are all receipts after the suit and hence would not assist in deciding the issue at hand regarding possession on date of suit. The Ex.B16 series, there are adangal for fasli year 1404, 1406 to 1410, 1412, 1414 to 1417 in the name of the defendant's vendor's father Mr.Ponnurangam and others. Which is for the years 1994, 1996 to 2000, 2002, 2004 to 2007 and clearly indicates paddy cultivation. Whereas, the other adangal in Ex.B16 series do not have the fasli year and hence not assisting the Defendants 20 and 21.

60. The Ex.B17 series, there are adangal for fasli year 1404, 1410, 1415, 1419 to 1422 in the name of the defendant's vendor's father Mr.Ponnurangam and others. Which is for the years 1994, 2000, 2005, 2009 to 2012 and clearly indicates paddy cultivation. Subsequently, the Adangal was mutated in the name of the Defendants 20 and 21, but the year being beyond 2013. In the absence of due pleadings and exemption regarding evidentiary value of documents after the suit, the other adangals in the name of the defendants 20 and 21 being after the suit would not assist their case.

61. From the admissible Adangal Ex.B16 series, Ex.B17 Series as mentioned above and the Ex.B2 A Register stand in the name of the Mr. Ponnurangan and others, whose legal heirs i.e. defendants 1 to 18 sold the suit property to the Defendants 20 and 21. Whiles, no document including the alleged eviction proceedings is filed by the Plaintiff to establish the possession in the suit property on the date of suit. However, the Patta Proceedings in Ex.B5 and Patta in Ex.B6 in favour of the defendants 20 and 21 and substantiated by the Ex.B2 A register. It is true that now the suit property is not cultivated. However, the factum of cultivation in the suit property by the 20 and 21 Defendants vendor is evidenced in Ex.B16, B17 series. Thus, this court considers that the Defendants are in possession of the suit property.

62. From a joint reading of the above discussions and findings this court considers that the Defendants 20 and 21 have established possession in the suit and therefore, the burden of proving that the defendants are not the owners though in possession is with the Plaintiff under Section 110 of the Indian Evidence Act. For proving the lack of ownership of the Defendants the Plaintiff has to first establish a better title and right in the suit property.

63. As already found in the earlier paragraphs, the Plaintiff is unable to prove due conveyance of title upon him from his Vendor including the title of his

vendors in the suit property. Further, as the defendants 20 and 21 are the purchasers from the other defendants. Under such circumstance, the contention that admittedly the DW1 failed to produce the pattas in favour her vendors and their predecessors would not assist the Plaintiff's case. The Plaintiff having failed to prove their title independently, cannot rely on the weakness of the Defendants case including the lack of evidence of the defendants 1 to 19. Consequentially, this court finds that the Plaintiff had also failed to discharge the burden of proof under Section 110 of the Indian Evidence Act to rebut the ownership of the Defendants in possession of the suit property. Accordingly issue No.3 is answered against the Plaintiff.

64. Recovery of Possession: Now taking into consideration the fact that the Defendants 20 and 21 were in possession of the suit property. In the absence of documents to prove possession in the suit property, the PW1 had wrongly pleaded possession. There is no specific relief for recovery of possession has been sought for in this suit.

65. This Court takes judicial note of the judgment of the Hon'ble Supreme Court reported in *Vasantha (dead) through Lrs vs. Rajalakshmi @ Rajam (Dead) through Lrs., 2024 INSC 109* relating to a suit filed for declaration without seeking relief of possession as under Section 34 of the Specific Relief

Act. The Hon'ble Supreme Court after considering the earlier judgments of the Supreme Court has stated that

“55. The section provides that the Courts have discretion as to declaration of status or right, however, it carves out an exception that a Court shall not make any such declaration of status or right where the complainant, being able to seek further relief than a mere declaration of title, omits to do so.”

66. This court considers that the dictum laid down in the above case has a direct bearing on the case at hand. Therefore, the filing of the suit only for a declaration without a consequential relief of recovery of possession is not maintainable. This court finds that when the Plaintiff is not in possession and thoroughly aware of the same, the suit for declaration under Section 34 of the Specific Relief Act without seeking for recovery of possession which is a substantive relief in their case is not maintainable. Further, this court finds that there is no Order II Rule 2 leave petition filed regarding the said relief.

67. Hence, this court finds that the Plaintiff ought to have sought for the substantive relief of recovery of possession as mandated under Order II Rule 2 CPC and Section 34 of Specific Relief Act when seeking for declaration of title. In the absence of the relief regarding recovery of possession despite knowledge regarding lack of possession is clearly hit by the Proviso to Section 34 of the

Specific Relief Act. This court under such circumstances do not find this case fit to exercise the discretionary power regarding relief for declaration in favour of the Plaintiff regarding title in the suit property. Accordingly the issue No.2 is answered.

68. Permanent Injunction: When the Plaintiff is not in possession, there is no question of consequential permanent injunction without the relief of recovery of possession. In view of the discussions hereinabove, this court finds that due to failure to prove the title of his vendors in the suit property and due conveyance of title upon him, claim the substantive relief regarding recovery of possession, this court finds that the Plaintiff cannot rely on the lack of title or parent documents in favour of the Defendants vendor to establish a better title upon himself.

69. The Plaintiff has failed to establish his title and possession of the suit property clearly as mandated under Section 101 and 102 of the Indian Evidence Act. Therefore, this court concludes that the Plaintiff is not entitled for declaration of title under Section 34 of the Specific Relief Act and consequential permanent injunction under Section 38 read with Section 41(i) of the Specific Relief Act. Now the issue No.1 is answered accordingly against the Plaintiff.

ISSUE NO.4: Other Relief

70. This court finds that the Issue No.1 to 3 has been answered against the Plaintiff. Hence, this Court considers that as the said issues are answered against the Plaintiff, he is not entitled to any other relief.

71. Considering the nature of the relief sought for, the dispute between the parties, this court considers that both the parties shall bear their own costs. Thus, Issue No.4 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)

Plaintiff's side Exhibits:

Ex.A1	Patta pass book	Compared with original
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Ex.A2	General power of attorney deed dated 20.12.2006	Certified copy
Ex.A3	Sale deed dated 27.07.2009	Certified copy
Ex.A4	Partition deed dated 10.07.2009	Certified copy
Ex.A5	Legal notice dated 18.03.2012	Office copy
Ex.A6	Acknowledgment card (20 nos)	Original
Ex.A7	Property Tax receipts (9 nos)	Original
Ex.A8	EB receipts	Original

Defendant's Side Witness :

DW1 – Kamatchi (1st Defendant)

Defendant's Side Exhibits:

Ex.B1	Rectification deed dated 10.12.2001	Certified copy
Ex.B2	A Register in S.No. 93/2B	Certified copy
Ex.B3	Partition deed dated 10.07.2009	Certified copy
Ex.B4	Sale deed dated 05.07.2011	Certified copy
Ex.B5	Order of the Revenue Divisional Officer dated 19.02.2013	Original
Ex.B6	Patta No. 273 dated 02.08.2013	True copy
Ex.B7	Property Tax dated 28.11.2013	Original
Ex.B8	Property Tax dated 07.07.2014	Original

Ex.B9	Property Tax dated 05.10.2015	Original
Ex.B10	Property Tax dated 14.10.2016	Original
Ex.B11	Property Tax dated 08.08.2017	Original
Ex.B12	Property Tax dated 20.02.2020	Original
Ex.B13	Property Tax dated 30.01.2023	Certified copy
Ex.B14	Property Tax dated 11.11.2025	Certified copy
Ex.B15	Property Tax dated 11.11.2025	Certified copy
Ex.B16	Adangal 16 nos)	Certified copy
Ex.B17	Adangal	Certified copy
Ex.B18	Petition under RTI with reply (3 nos)	Original

**PRINCIPAL DISTRICT MUNSIF
KANCHEEPURAM.**