

IN THE COURT OF DISTRICT MUNSIF, SRIPERUMBUDUR
PRESENT: TR. P. JAGADEESWARAN BA.,BL.,
DISTRICT MUNSIF, SRIPERUMBUDUR

On Saturday, the 18th day of April 2026.

O.S.No. 41 of 2009

A.C.Nagalingam ...Plaintiff

//Versus//

1. S.Vijayalakshmi

2. P.Selvamani

... Defendants

This suit has come up on 12.03.2026 for final hearing before me in the presence of M/s.M.Velmurugan, Learned Counsel for the Plaintiff and M/sVeerabathiran, D. Muthurangam Learned Counsel for the defendants 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 permanent injunction restraining the defendants their men, agent servant and attorney and successor and any other person acting on behalf of the defendants from interfering with the plaintiff's peaceful possession and enjoyment over the suit property.

2. CONCISE STATEMENT OF THE PLAINTIFF AS PER THE PLAINT:

The plaintiff submits that the suit 'A' Schedule property at Koovur Village in

Survey No.79/1B1 measuring 87 cents originally belonged to Arumuga Naicker, who obtained it through a family partition dated 26.07.1929. Thereafter, Arumuga Naicker and his three sons sold the property to the plaintiff's father, Chinnaiyan, under a registered sale deed dated 24.06.1969. The suit 'B' Schedule property in the same village, Survey No.80/1A2 measuring 6 cents, originally belonged to Govinda Naicker, who bequeathed it to his son Mohana Sundaram through a registered Will. Mohana Sundaram later sold the said extent to Chinnaiyan. After Chinnaiyan's death on 17.01.2001, the plaintiff and his mother became legal heirs, and the mother executed a settlement deed dated 24.03.2003 in favour of the plaintiff. Thus, the plaintiff claims to have become the sole and absolute owner of both suit properties. The plaintiff states that he and his father cultivated the lands and depended on the agricultural income. Revenue records such as patta, chitta and adangal were issued jointly in the names of the plaintiff and his mother with new subdivided survey numbers. The defendants, who own adjacent lands, allegedly attempted to encroach upon the suit property on 18.02.2009. As police refused to interfere, the plaintiff approached the Court seeking protection of his peaceful possession and enjoyment of the property.

3. CONCISE STATEMENT OF THE DEFENDANTS AS PER THE WRITTEN STATEMENT:

The defendants filed their written statement denying all allegations in the plaint except those specifically admitted and contended that the suit for permanent

injunction is not maintainable in law or on facts. They further stated that there is no valid cause of action and therefore the suit is liable to be dismissed. The defendants disputed the plaintiff's claim of title, possession, cultivation, revenue records, and alleged attempt of encroachment over the suit 'A' and 'B' schedule properties situated at Koovur Village. They contended that the descriptions, extents, and boundaries of the suit properties given in the plaint are incorrect and vague. The second defendant claimed to have purchased lands in Survey Nos.80/1A and 79/1B through a registered sale deed dated 01.07.1978 and obtained patta, chitta, and adangal in his name. It was further stated that the said properties were settled in favour of the first defendant through a registered settlement deed dated 22.03.2004, after which she remained in possession and enjoyment. According to the defendants, the plaintiff's lands lie separately in Survey Nos.80/1A2 and 79/1B1, adjacent to but distinct from the defendants' lands in Survey Nos.80/1A1 and 79/1B2. They denied ever attempting to encroach upon the plaintiff's lands and alleged that the plaintiff was instead trying to annex the defendants' lands by filing the suit. The defendants submitted that the real dispute concerns identification and measurement of properties, and that appointment of an Advocate Commissioner with a Taluk Surveyor would help resolve the issue. Hence, they prayed for dismissal of the suit with costs, stating that it lacks merit.

4. ISSUES:

1. தாவா A,B தபசில் சொத்துக்கள் வாதியின் தந்தை சின்னைய்யன் என்பவர்

கிரயம் பெற்ற சொத்துக்கள் என்று வாதி கூறுவது உண்மையா ?

2. தாவா தபசில் சொத்தை வாதி அனுபவம் மற்றும் சுவாதீனம் செய்து வருவதாக கூறுவது உண்மையா ?

3. இவ்வழக்கின் பிரதிவாதிகள் தாவா தபசில் சொத்தை வாதி அனுபவம் மற்றும் சுவாதீனம் செய்து வருவதை இடையூறு செய்தாரா ?

4. இவ்வழக்கில் வாதி கோரியுள்ள நிரந்தர உறுத்துக்கட்டளை பரிகாரம் வாதிக்கு கிடைக்கத்தக்கதா ?

5. வாதிக்கு கிடைக்கக்கூடிய இதர பரிகாரங்கள் என்ன ?

5. Case of the Plaintiff – the Plaintiff himself examined as PW1 and deposed that he is the absolute owner of the ‘A’ and ‘B’ schedule property situated at Koovur Village.

6. Originally A schedule property was belongs to Arumuga Naicker he died intestate by leaving the 3 sons namely P.A.Gurunatha, P.A.Srinivasan. P.A.RajaGopal. Plaintiff father purchased the property from the Legal heirs of Arumuga Naicker in Vide Doc.No. 1748/1969. B Schedule property originally belongs to Govinda Naicker the Plaintiff father purchased the property from the Govinda Naicker legal heir's. Plaintiff father died on 17.01.2007 leaving the plaintiff and plaintiff mother as a legal heir to succeed his property. The mother of plaintiff executed a settlement deed infavour of Plaintiff on 24.03.2003 in vide Doc.No. 1724/2003 for her shares thus the Plaintiff becomes the absolute owner of the suit schedule property the defendants are adjacent land owners on 18.02.2009 defendants were illegally tried to encroach the suit schedule property

belongs to the Plaintiff. Hence this suit is for permanent injunction restraining the defendants, their men, agent servant and attorney and successor and any other person acting on behalf of the defendants from interfering with the Plaintiff's peaceful possession and enjoyment over the suit property.

7. Case of the Defendant : 2nd defendant examined as DW1 and deposed that he strongly denies the averments stated in the plaint with regard to the A schedule property and B schedule property for the reason that schedule of properties boundaries and Survey number are not correct therefore the plaintiff approached this court without clean hands and trying to grab the properties of the defendant by providing wrongful boundaries survey numbers. In addition to that DW1 deposed that defendants property situated in S.No.80/1A to an extent of 1.43 Acres out of 1.46 Acres and S.No. 79/1B to an extent of 0.03 cents out of 0.87 cents at Kovur Village from Mr.P.G.Mohanasundaram, son of Govindaraji Naicker, and others by a sale deed dated 01.07.1978 in Doc. No.958 of 1978 registered at S.R.O., Poonamallee. After purchase of the above said lands, the Defendant-2 has got Patta No.164 for the said lands in his name. The Chitta and Adangal for the above said lands purchased by the Defendant-2 stood in the name of the Defendant-2. As per Patta No.164, New Survey number for the land in S.No.80/1A is "S.No.80/1A1" and for the land in S.No.79/1B is "S.No.79/1B2". Thus, the 2nd Defendant has been in peaceful possession and enjoyment of the above said lands by cultivating the same as an absolute owner. After 2nd defendant become the absolute owner he settled the above mentioned

properties in favour of 1st defendant who is none other than wife of 2nd defendant. The DW1 further deposed that defendant lands are situated adjacent to the plaintiff properties therefore plaintiff is trying to encroach the properties of the defendant illegally and trying to obtain the possession through this suit by providing wrong boundaries and survey numbers. Hence the suit is liable to be dismissed.

8. Plaintiff side evidence : Plaintiff himself examined as PW1 Ex.A1 to A6 were marked Ex.A1 is the sale deed in favour of plaintiff father. Ex.A2 is the settlement deed executed by mother of plaintiff in favour of Plaintiff. Ex.A3 is the Joint patta in the name of plaintiff and plaintiff mother. Ex.A4 is the Chitta. Ex.A5 is the Kist receipt. Ex.A6 is the Police complaint logged by plaintiff against the defendant.

9. Defendant side evidence: 2nd defendant examined himself as DW1 Ex.B1 to B3 were marked Ex.B1 is the sale deed executed in favour of 2nd plaintiff by one Mr. Mohana sundaram. Ex.B2 is the settlement deed executed by the 2nd defendant in favour of defendant. Ex.B3 is the patta in favour of 1st defendant.

10. Answer to issue no. 1 & 2:

Upon perusal of the pleadings and evidence title over the suit schedule property in PW1 father name was proved through Ex.A1. After the demise of PW1 father the mother of PW1 settled her shares to PW1 and that settlement deed was marked as Ex.A2. Ex.A3 is the joint patta in the name of Plaintiff and plaintiff mother proves the lawful possession over the suit schedule property. In addition

to that defendant admits the title over the suit schedule property of Plaintiff but denied the boundaries to the suit schedule property. Hence Issue No.1 and Issue No. 2 answered in favour of Plaintiff.

11. Answer to Issue no. 3 & 4:

Upon perusal of the Pleadings and evidence it is very clear plaintiff is the absolute owner of the suit schedule property but the boundaries provided for the survey numbers are not correct and it was clearly admitted by the PW1 in the cross examination as follows: தாவா அ அட்டவணை சொத்தின் மேற்கு பகுதியில் தான் புல எண் 79/1A1 & 79/1A2 நிலம் அமைந்துள்ளது என்றாலும் நான் எனது வழக்குரையில் தாவா 'அ' அட்டவணை சொத்து விவரத்தில் ஐக்கந்தியில் புல எண் 79/1A1 & 79/1A2 நிலம் கிழக்கு பக்கம் அமைந்துள்ளது என்று தவறாக குறிப்பிட்டுள்ளேன் என்றால் சரிதான். புல எண் 79/1A1 & 79/1A2 நிலம் தாவா அ அட்டவணை சொத்திற்கு மேற்கு பக்கம் தான் உள்ளது. எனது வழக்குரையில் தாவா 'அ' அட்டவணை சொத்து விவரத்தில் ஐக்கந்தியில் புல எண் 79/1C1 & 79/1D பிரதிவாதிக்கு சொந்தமான நிலம் மேற்கு பக்கம் அமைந்துள்ளது என்று தவறாக குறிப்பிட்டுள்ளேன் ஆனால் மேற்படி புல எண் 79/1C1 & 79/1D பிரதிவாதிக்கு சொந்தமான நிலம் தாவா 'அ' அட்டவணை சொத்திற்கு கிழக்கும் பக்கம் உள்ளது என்றால் சரிதான். எனது வழக்குரையில் தாவா பி அட்டவணை சொத்து விவரத்தில் ஐக்கந்தியில் கிழக்கு பக்கத்தில் மோகன் என்பவரின் நிலம் இருப்பதாக தவறாக குறிப்பிட்டுள்ளேன் என்றாலும் தாவா பி அட்டவணை சொத்தின் கிழக்கு பக்கத்தில் பிரதிவாதியின் நிலத்தின் புல எண் 80/1A1 & 80/1A1A1 தான் உள்ளது என்றால் சரிதான். எனது வழக்குரையில் தாவா 'பி' அட்டவணை சொத்து விவரத்தில்

ஐக்கபந்தியில் மேற்கு பக்கத்தில் பிரதிவாதியின் நிலம் உள்ளது என்று தவறாக குறிப்பிட்டுள்ளேன் என்றாலும் ஆனால் உண்மையயில் தாவா பி அட்டவணை சொத்தின் மேற்கு பக்கத்தில் மோகன் என்பவரது நிலம் உள்ளது என்றால் சரிதான். நான் என்னுடைய சொத்தின் ஐக்கபந்தியில் வழக்குரையில் வேண்டும் என்றே தவறாக குறிப்பிட்டுள்ளேன் என்றால் சரியல்ல. நான் வழக்கு தாக்கல் செய்யும் முன்னர் ஐக்குபந்தி விவரங்களை சரியாக பார்க்கவில்லை.

12. From the above reading the cross examination of PW1 it is very clear that schedule of properties boundaries was not provided as per order 7 Rule 3 of CPC. Order 7 Rule 3 of CPC as follows : **3. *Where the subject-matter of the suit is immovable property. Where the subject-matter of the suit is immovable property, the plaint shall contain a description of the property sufficient to identify it, and, in case such property can be identified by boundaries or numbers in a record of settlement or survey, the plaint shall specify such boundaries or numbers.***

13. As per the claim of PW1 defendants are adjacent land owners and attempted to encroach the PW1 property if it is true PW1 must prove defendant land is situated at which direction of suit schedule properties and to what extent property was encroached are to be proved. Here, PW1 itself admits that boundaries and respective survey numbers are not correct then as per the plaint schedule of property boundaries defendant encroached on that direction becomes false one.

14. Even though it is presumed that the boundaries provided in the schedule of property is a typographical error but the advocate commissioner was appointed to inspect the suit schedule properties as well as defendants properties also to find

out any encroachment is done by the defendant as claimed by the Plaintiff.

15. The advocate commissioner inspect the suit schedule property as well as defendant's property along with the surveyor and measured the both properties infurtharence to that report was filed before this court on 10.11.2022. That report and sketch plan was marked as Ex.C1. In Para No. 6 and 7 of Ex.C1 as follows -

6. There is no encroachment in the Plaintiff's suit item no.1 and item no. 2 of the properties situated in 79/1B1 and survey no.80/1A2.”

7. There is no encroachment in the 1st defendant's item no. 1 and item no. 2 of the properties situated in 79/1B2 and survey no.80/1A1.”

From the above report observation of Advocate commissioner is very clear there is no encroachment made by the defendants as claimed by the plaintiff. The PW1 strongly stated that in plaint defendant was encroached the Plaintiff property on “A schedule property - Gramma Punja Land bearing S.No.79/1B1 measuring about 87 cents situated at Koovur Village, Mangadu Firka, Sriperumbudur Taluk. Within the Sub- registration district at Kundrathur and District registration at Kanchipuram and bounded on North by- Irrigation Cannal, South by – Mohana Sundram Vagairas land, East by – S.No. 79/1A1 and 79/1A2 land, West by – S.No. 79/1C1 and 79/1D Land belongs to Vijalakshmi (defendant). ‘B’ Schedule property – Gramma Punja land bearing S.No. 80/1A2 measuring about 6 Cents situated at Koovur Village, Mangadu Firka, Sriperumbudur Taluk, within the sub registration district at Kundrathur and district registration at Kanchipuram and bounded on north by – Vijayalakshmi land (defendant), Soth by – Nagalingam

law(Plaintiff), East by – Mohan land, West by – Vijaya Lakshmi (Defendant).”

Therefore complaint was logged against the defendant infurtherance to that encroachment that complaint was marked as Ex.A6 it was disproved from the above Advocate commissioner report. In addition to that Ex.A6 was original complaint marked before this court without any postal receipt or acknowledgment card that police complaint was refused by the police to receive it , Therefore it was sent to the police through post but without doing that simply marking the complaint which is returned on 18.02.2009 is not acceptable one that complaint could not prove the averments raised by the plaintiff since other evidence are against to the plaintiff. In cross examination of PW1 deposed that he objected the advocate commissioner report filed by before this court in PW1 as follows : வழக்கிறஞர் ஆணையர் நீதிமன்றத்தில் தாக்கல் செய்த அறிக்கைக்கு நான் ஆட்சேபனை செய்தேனா என்றால் ஆட்சேபனை செய்தேன். நான் கூறுவது போல் நான் நீதிமன்றத்தில் எந்த ஆட்சேபனையும் செய்யவில்லை என்றால் நீதிமன்றத்தில் தாக்கல் செய்யப்பட்டது குறித்து எனக்கு தெரியாது. but upon perusal of documents and records available before this court on either side objection was not filed, Therefore without objecting the advocate commissioner report simply claiming the encroachment is not valid. From the above discussions it is proved that Plaintiff provided the wrongful boundaries to the schedule of property through that Wrongful boundaries defendant encroached is not valid before the eye of law. Hence issue No. 3 & 4 are answered against the Plaintiff.

16. Answer to Issue No. 5 - Other Relief :

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.

17. Hence for the reason that Plaintiff provided wrongful boundaries to the suit schedule properties and encroachment by defendant is also not proved, the suit is liable to be dismissed.

18. RESULT :

In the result this suit is dismissed. No costs.

Dictated to the steno typist, who directly typed the same in her Computer, corrected and pronounced by me in open court, this the 18th day April 2026.

(Sd/-Jagadeeswaran.P)
**DISTRICT MUNSIF,
SRIPERUMBUDUR.**

Plaintiff's side Witness:

PW1 – Nagalingam

Plaintiff's side Exhibits:

Ex.A1	24.06.1969	Sale Deed infavour of Plaintiff father	Certified copy
Ex.A2	24.03.2003	Settlement deed executed by mother of Plaintiff in favour of Plaintiff	Certified copy
Ex.A3		Joint patta in the name of plaintiff and plaintiff mother	Original
Ex.A4		The chitta in the name of Plaintiff and	Original

		his mother	
Ex.A5		Kist receipt	Original
Ex.A6	18.02.2009	Police complaint logged by the Plaintiff in Mangadu police station	Office copy

Defendant's Side Witness :

DW1 – Selvamani (2nd defendant)

Defendant's Side Exhibits:

Ex.B1	01.07.1978	Sale deed executed in favour of 2 nd Plaintiff by Mr.Mohana Sundaram	Certified copy
Ex.B2	22.03.2004	Settlement deed executed by the 2 nd defendant infavour of defendant	Certified copy
Ex.B3		Patta infavour of 1 st defendant.	Original

(Sd/-Jagadeeswaran.P)

**DISTRICT MUNSIF,
SRIPERUMBUDUR.**