

**IN THE COURT OF DISTRICT MUNSIF, VADIPATTI, MADURAI DT.****Present : Thiru. M.P. Ramkishore, B.E., BL., (Hon's)****District Munsif, Vadipatti****Dated this the 05th day of August 2026****O.S. No.51 /2021****CNR No.TNMD190000652021***********

1. M. Moorthy,
S/o. Mariyappan

---- Plaintiff**//Versus//**

1. M. Chellam,
S/o. Muthirulandi
2. G. Thulasi,
S/o. Gurunathan
3. G. Paneer Selvam,
S/o. Gurunathan
4. P. Ramalingam,
S/o. Periyakaruppan
5. State Government of Tamil Nadu,
Rep. by the Tahsildar, Vadipatti
6. State Government of Tamil Nadu,
Rep. by the District Collector, Madurai.

---- Defendants

This suit was filed before this Court on 05.04.2021 coming before me for final hearing on 05.08.2026, Advocate Thiru. V. Nagendran appeared for the Plaintiff. Advocate Thiru. M. P. Manivannan appeared for D1 to D3. D4 set ex-parte on 31.08.2021. Learned Government Pleader appeared for D5 and D6. Upon hearing



the arguments advanced by the both side parties and upon perusing the available material records, today this Court has delivered the following....

JUDGMENT

1. This suit filed for permanent injunction and for the costs.

2. **Gist of plaint:**

i. The fact of the plaintiff was that the suit property, situated at Kovil Thenkarai Village in Old Survey No.5/3, New Survey No.9/2, measuring a total extent of 2,222 sq.ft., was originally purchased by his grandmother, Rakkammal on 30.08.1949. Thereafter, Rakkammal settled the said property in favour of her son, Periyakaruppan, by a registered Settlement Deed dated 19.11.1984. Since then, Periyakaruppan had been in peaceful possession and enjoyment of the property.

ii. Further the plaintiff contended that Periyakaruppan died intestate on 21.10.1991, leaving behind his wife Arumugam and his children Mookkammal, Mariappan, Karnan, Deivendran and Ramalingam. Subsequently Arumugam died on 15.10.2015. According to the plaintiff, Mookkammal released her right in property in favour of her brothers Mariappan, Karnan, Deivendran and Ramalingam, under an unregistered and later died in the year 2018.

iii. Thereafter, the sons of Periyakaruppan effected a oral partition by dividing the property equally among themselves. Later one sharer - Mariappan settled his share measuring about 550 sq.ft., land with house, in favour of his son - the plaintiff by a registered Settlement Deed dated 06.07.2017

ii) Subsequently, the plaintiff purchased 1/4th share from Deivendran. Being so, another sharer Ramalingam, the 4th defendant herein, who was allotted with the



northern 1/4 portion of the suit property, had sold 273 Sq.ft vacant plot to Senguntha Mudhaliar Maniyakarar Uravin Murai / the 1 to 3 defendants on 05.07.2017. In such circumstance, the plaintiff was in possession of two 550sq.ft properties divided by Karnan's share.

iii. The above mentioned sale made by the 4th defendant was made by mentioned wrong four boundaries and by mention wrong patta with lesser extent, to defraud the other sharers. The total extent belong to the plaintiffs family before partition was 2222Sq.ft. but it was wrongly mentioned as 1205.5 Sq.ft. in the sale deed. This lesser extent was mentioned based on the UDR patta. Thereby the plaintiff preferred an application on 11.03.2021, before the revenue authorities to rectify the extent in the UDR patta, the application was pending before the revenue department. In such scenario, the defendants 1 to 3 attempted to encroach the vacant plot in the suit property by claiming title over the disputed property along with the 4th defendant. Thus the plaintiff filed the suit.

3. **Gist of written statement of D3 (D1, D2 and D5 and D6 adopted the written statement of D3):**

i) The defendants 1 to 3, in their written statement, admitted that they had purchased an extent of 273 sq.ft. of land from one Ramalingam. They denied all the other averments contained in the plaint and contended that the plaintiff's predecessor-in-interest and the 4th defendant were not allotted with 550sq.ft by partition and therefore the total extent of the property was only 1205.50 sq.ft. but not 2222Sq.ft. According to the defendants, the plaintiff had falsely alleged that the total extent of the suit property was 2222 sq.ft. They further contended that, at the time of the patta transfer in the name of the plaintiff's grandfather, the total extent of the suit property was only 1205.5sq.ft. Further the defendants contented that they never interfered with



the plaintiff's possession and that the actual extent and identity of the suit property could be ascertained only by conducting a proper survey with the aid of the competent Surveyor.

ii) The defendants further contended that they are the owners of property measuring 2.50 ares in Survey No.9/1. According to them, on the north-western side of the said property, the Arulmigu Seelaikariamman deity had been established, and the remaining land belongs to them. Further the plaintiff, by utilizing the western wall of the defendants' property, encroached upon the defendants' land to an extent of 15 feet east-west and 101 feet south-north. According to the defendants, despite their demand to remove the alleged encroachment, the plaintiff failed to do so. Hence, there was no cause of action has arisen for the suit and that the suit is liable to be dismissed.

4. The plaintiffs to prove their case had examined Pw.1, 2, 3 and marked documents Ex.A.1 to 9. Among the documents; The Ex.A.1 was the Rough Sketch, Ex.A.2 was the Photographs with Compact disk, Ex.A.3 was the Sale deed dated 30.08.1949, Ex.A.4 was the Settlement deed dated 19.11.1984, Ex.A.5 was the Sale deed dated 05.07.2017, Ex.A.6 was the Sale deed dated 06.07.2017, Ex.A.7 was the Sale deed dated 06.07.2017, Ex.A.8 was the Petition with AD card and Ex.A.9 was the Aadhar Card of Vinoth Kumar.

The defendants to prove their case had examined Dw.1 and further marked Ex.B.1 to B.13; Ex.B.1 was the Tahsildar Notice, Ex.B.2 was the Photograph, Ex.B.3 was the Photograph, Ex.B.4 was the Patta No.132, Ex.B.5 was the Mortgage deed dated 09.04.1919, Ex.B.6 was the Encumbrance Certificate dated 21.01.2025, Ex.B.7 was the Encumbrance Certificate dated 31.12.1974, Ex.B.8 was the VAO certificate dated 08.11.2002, Ex.B.9 was the Mortgage deed dated 21.06.1966, Ex.B.10 was the Encumbrance Certificate, Ex.B.11 was the Notice dated 14.08.2019,



Ex. B12 was the Sale deed dated 05.04.2017 and Ex.B.13 was the Photographs

5. On perusal of both side pleadings and materials paced before this court, issues were framed as follows:

I. Whether the original extent of the suit property was 2222 sq.ft. as described in plaint?

II. Whether the suit property belonged to the defendant by virtue of partition as pleaded in the written statement?

III. Whether the plaintiff is entitled to seek the relief of permanent injunction against the defendants as prayed for?

IV. To what other relief plaintiffs had entitled to?

6. POINTS FOR DETERMINATION:

Issue. III. Whether the plaintiff is entitled to seek the relief of permanent injunction against the defendants as prayed for?

i. For the sake of convenience and clarity in discussion, the issue III is answered first. The plaintiff had sought for permanent injunction against the defendants not to disturb the peaceful possession and enjoyment of the suit schedule property .

ii. The learned plaintiff counsel advanced his arguments stating that the suit schedule properties were partly settled and partly purchased by the plaintiff by registered settlement deed and sale deed. Thus the suit properties were in the possession and enjoyment of the plaintiff. The defendants 1 to 3 without any right over the suit property were disturbing the plaintiffs possession and were also trying to encroach the suit property. Hence the plaintiff filed the suit. The learned plaintiff counsel further argued that, the case of the plaintiff's was proved by letting in oral and documentary evidence, hence the suit may be decreed with cost.



iii. On the other hand, the learned defendants counsel had argued that the defendants were the adjacent land owners of the suit property. The plaintiff without making proper measurements in the suit property had encroached the defendants property illegally. Further, the plaintiff did not possess a patta for the entire extent of the suit schedule property. But the plaintiff has falsely contended that the patta issued in respect of the property purchased by Defendants 1 to 3 was obtained by furnishing incorrect boundaries and incorrect measurements so as to include the entire extent of the suit property. Such contention is false, baseless, and is liable to be rejected. The plaintiff had not provided the clear description of the suit properties, hence the suit was not filed with clean hands.

iv. Heard both sides and records perused. In this case, the plaintiff contend that he was owner of the suit property and the defendant's had disturbed the possession of the plaintiff. On the contrary the defendants claim that the plaintiff had encroached their property and had constructed two entrance to his house on the side of defendants property. To resolve the dispute this court has to look into the evidence let in by both the sides.

v. The main contention of the plaintiff is that his grandmother purchased the suit property under a sale deed dated 30.08.1949. Then it was settled to her son Periyakaruppan vide settlement deed dated 19.11.1984. Later Periyakaruppan died intestate, the property devolved upon his legal heirs, including the plaintiff's father. Subsequently, the property was partitioned among the 4 sons of Periyakaruppan and the share allotted to the plaintiff's father was settled in favour of the plaintiff by settlement deed. The plaintiff further contended that he purchased another 1/4th share of the suit property from another sharer and has been in possession and enjoyment of the suit property ever since.



vi. To substantiate his case, the plaintiff examined himself as Pw.1, Pw.2 and Pw.3 they deposed in consonance with the plaint and further marked Exs.A1 to A9.

Ex.A1 is the rough sketch of the suit property.

Ex.A2 consists of the photographs of suit property along with the compact disc.

Ex.A3 is the certified copy of the sale deed dated 30.08.1949, evidencing the purchase of the suit property by the plaintiff's grandmother. It shows land with building of east west length of 22ft and north south length of 101ft was purchased. The four boundaries were also mentioned, the eastern side boundary was shown as thenkarai mudaliar property.

Ex.A4 is the settlement deed dated 19.11.1984, which shows that the plaintiff's grandmother settled her properties in favour of her son, Periyakaruppan, wherein the total extent of the property is described as 2,222 sq.ft. The four boundaries were similar to Ex.A.3 deed.

Ex.A5 is the sale deed dated 05.07.2017, under which Ramalingam sold an extent of 273 sq.ft. in Survey No.9/2 to defendants 1 to 3.

Ex.A6 is the settlement deed dated 06.07.2017, under which the plaintiff's father, Mariappan, settled his share of 550 sq.ft. in Survey No.9/2 in favour of the plaintiff.

Ex.A7 is the sale deed by which the plaintiff purchased an extent of 550 sq.ft. in Survey No.9/2 from his father's brother, Deivendran.

Ex.A.8 was the Petition to revenue officials to issue patta for 2222sq.ft along with AD card showing the receipt of the petition. In this petition the plaintiff had stated that the patta for their survey no.9/2 was given with lesser extent but the patta for survey no.9/1 was given wrongly with larger extent.

Ex.A.9 was the Aadhar Card of Vinoth Kumar.



vii. The learned counsel for the plaintiffs during his arguments, relied upon the judgment of our Hon'ble High Court and our Apex Court in ; i) G. Ramanujam Vs. State of Tamilnadu, 2021(2) MWN (Civil) 230, ii) Iswar Bhai C. Patel Vs. Harihar Behera and another (AIR 1999 SC page 134).

viii. On the other hand the defendant to prove his case had examined Dw.1 and further marked Ex.B.1 to Ex.B.13;

Ex.B.1 was the Surveyor Notice – shows that Pw.2 admitted that he was present during the survey of land in survey no.9/1. on 14.08.2019.

Ex.B.2 was the Photograph,

Ex.B.3 was the Photograph,

Ex.B.4 was the Patta No.132 shows that the defendants predecessor in possession of S.No.9/1 with an extent of 2.50 ares,

Ex.B.5 was the Mortgage deed dated 09.04.1919 shows that the predecessor of defendants 1 to 3 mortgaged his property, it do not contain any Survey Number and the four boundaries did not match with the suit property.

Ex.B.6 was the Encumbrance Certificate showing Ex.B.5 sale deed. But in the absence if any survey number mentioned in Ex.B.5 deed, the mentioning of survey no.5/3 for the property in Ex.B.5 document was not explained by the defendants.

Ex.B.7 was the Encumbrance Certificate for the property in survey no.5/3, to show no encumbrance was made between 1941 to 1974.

Ex.B.8 was the VAO certificate dated 08.11.2002, as the property in survey no.9/1 was surveyed.

Ex.B.9 was the Mortgage deed dated 21.06.1966 – shows that the plaintiff's grandmother mortgaged her property to society, in this property the land dimension was mentioned as 22ft x 101ft. The four boundaries were similar to Ex.A.3 and 4 documents.



Ex.B.10 was the Encumbrance Certificate shows the purchase of property of dimensions 22ft x 101ft by Rakkammal in 1949 and it was mortgaged by her in 1966 to the defendant society.

Ex.B.11 was the Survey Notice as on 14.08.2019, the property in survey no.9/1 was surveyed.

Ex. B12 was the same document as Ex.A.5.

Ex.B.13 was the Photographs

ix. On appreciation of the entire evidence on record and according to the plaintiff's case, his great grandmother had purchased a land of 2222sq.ft by Ex.A.3 sale deed, it was then settled to her son Periyakaruppan by Ex.A.4 deed, Periyakaruppan died intestate, later the 4 sons of Periyakaruppan, the plaintiff's father being one of the 4 sons, had partitioned the property orally among themselves. The plaintiffs father settled his 1/4th share to the plaintiff by Ex.A.6 deed and the plaintiff had purchased another 1/4th share from a sharer by Ex.A.7 deed, thereby the plaintiff had proved the plaint averments by the documentary evidence let in by the plaintiff.

x. The defendants though challenge the plaintiff contention that the plaintiffs great grandmother had not purchased 2222sq.ft but only 1205.5sq.ft, thereby patta was rightly given to that extent. The defendant also contend that, the property on the eastern side belong to one Dhanalatchumi, adding her property to the present plaintiff property in possession would come around 2222sq.ft but without knowing that this plaintiff was claiming the defendants property on the western side. The defendants to prove their contention had filed Ex.B.1 to 13. But as the documents were discussed above, none of the documents prove the defendants above contentions. The defendants also deny the oral partition pleaded by the plaintiff, but the defendants had



themselves purchased a share from the outcome of the oral partition, thereby the defendants cannot deny the oral partition.

xi. Further from Ex.A.3, 4, 6 and 7 deeds, the four side boundaries remains the same till now. Also the land on the western side of plaintiffs house was vacant. This portion was in dispute between the parties. In such circumstance, the plaintiff have filed settlement deed – Ex.A.6 and sale deed – Ex.A.7 for the suit properties in his name. The issuance of patta for the lesser extent cannot be a ground to deny the possession of the plaintiff in the suit properties mentioned in Ex.A.6 and 7 sale deeds. Thereby the plaintiff had proved his possession in the suit property. The plaintiff also had pleaded and deposed as the defendants had disturbed the plaintiffs possession in the suit property, it was not disputed in the cross examination. Hence the plaintiff had proved his possession and the disturbance of the defendants in the suit property. Thereby the plaintiff is entitled for the relief of permanent injunction.

xii. Thus this issue III is answered in favour of the plaintiff.

Issue I: Whether the extent of suit property is 2222 sq.ft. as described in plaint?

i. According to the defendants, the entire extent of the suit property is only 1205.50 sq.ft. However, the same was denied by the plaintiff, who contended that the total extent of the property is about 2222 sq.ft and that it was purchased by the plaintiff's grandmother. On careful perusal of Ex.A.4 and Ex.A.5 the total extent of the property purchased and settled by the plaintiff's grandmother is shown as 2222 sq.ft. This was also reflected in the Ex.B.9 mortgage deed made with the defendants society. Thereby it is clear that the original extent of the property was 2222sq.ft.



II. Whether the suit property belonged to the defendants by virtue of partition as pleaded in the written statement?

i. The defendants denied that 550 sq.ft was not allotted to each sharer by partition but only 273 sq.ft was allotted to each sharers as the total extent of the property was only 1205.5sq.ft. as per the patta given to the plaintiffs grandfather. But as discussed in the above issues as the plaintiffs great grandmother was found to have purchased 2222sq.ft, the contention of the defendants based on the extent mentioned in the patta cannot be relied upon. Moreover the extent of 2222sq.ft was mortgaged to the defendants society by Ex.B.9 mortgage deed. Hence the as defendants did not prove the suit property of original extent was not 2222sq.ft, the defendants contention regarding the shares in the oral partition cannot be relied upon.

Issue IV: To what other relief the plaintiff is entitled to?

From the discussions made above the plaintiff was not entitled for any other reliefs and considering the relationship of the parties cost was not ordered.

7. ***In the result,*** the suit is decreed, with costs.

Judgment directly dictated to the Stenographer and computerized error checked and Pronounced by me in open court this the **05th day of August 2026.**

District Munsif,
Vadipatti.

1. Plaintiff side witness :

Pw.1 –Moorthy

Pw.2 – Mariappan

Pw.3 - Vinothkumar



2. Plaintiff side documents :

Ex.A.1	Rough Sketch	Copy
Ex.A.2	Photographs with Compact disk	---
Ex.A.3	Sale deed dated 30.08.1949	Certified Copy
Ex.A.4	Settlement deed dated 19.11.1984	Certified Copy
Ex.A.5	Sale deed dated 05.07.2017	Certified Copy
Ex.A.6	Settlement deed dated 06.07.2017	Certified Copy
Ex.A.7	Sale deed dated 06.07.2017	Certified Copy
Ex.A.8	Petition with AD card	Office Copy
Ex.A.9	Aadhar Card of Vinoth Kumar	Copy compared with Original

3. Defendants side witness :

Dw.1 – Mohan Rajkumar

4. Defendants side documents : Nil

Ex. B.1	Tahsildar Notice	Copy
Ex.B.2	Photograph	---
Ex.B.3	Photograph	---
Ex.B.4	Patta No.132	Original
Ex.B.5	Mortgage deed dated 09.04.1919	Copy
Ex.B.6	Encumbrance Certificate dated 21.01.2025	Certified Copy
Ex.B.7	Encumbrance Certificate dated 31.12.1974	Certified Copy
Ex.B.8	VAO certificate dated 08.11.2002	Original



Ex.B.9	Mortgage deed dated 21.06.1966	Certified Copy
Ex.B.10	Encumbrance Certificate	Certified Copy
Ex.B.11	Notice dated 14.08.2019	Copy
Ex. B12	Sale deed dated 05.04.2017	Original
Ex.B.13	Photographs	---

District Munsif,
Vadipatti.



DISTRICT MUNSIF COURT
Vadipatti
FAIR JUDGMENT
O.S. No.51/2021
Date : 05.08.2026