

CNR.No.TNMD230003442020



**IN THE COURT OF THE SUBORDINATE JUDGE OF MELUR.**

Present: Tmt. M. SAMUNDEESWARI PRABHA, M.A., M.L.,

**Subordinate Judge, Melur,**

Thursday the 26<sup>th</sup> day of March 2026

**O.S.No.457/2019**

D. Perumal

.....

Plaintiff

// Vs //

1. Moovendran

2. Anburaj

3. Renugadevi

4. Chellameena

.....

Defendants

This suit came up on 16.03.2026 for final hearing before this court in the presence of Advocate.Thiru.B.Stalin, Advocate for the Plaintiff and Advocate.Thiru.S.Manimaran and Advocate.Thiru.K.Raman,

Advocates for the 1<sup>st</sup>, 3<sup>rd</sup> and 4<sup>th</sup> defendants and 2<sup>nd</sup> defendant was called absent and set exparte on 28.10.2021 and heard arguments on both sides and upon consideration of entire material records and on hearing submissions made by the plaintiff's counsel and defendants counsel and having stood over for consideration till this day, this court doth deliver the following:-

### JUDGMENT

This suit has been filed for declaration of title and for recovery of possession and to declare the gift settlement deed dated 24.11.2008 executed by the 1<sup>st</sup> defendant infavour of the 2<sup>nd</sup> defendant as null and void and to declare the gift settlement deed dated 08.12.2016 executed by the 3<sup>rd</sup> defendant infavour of the 4<sup>th</sup> defendant as null and void and for costs.

#### Description of the suit property:-

The suit property is situated in Kottampatti Village in S.No.269/1 extending 2192 Sq.ft out of 14 cents on the southern side of 46 cents house property and vacant site. The New survey number for the suit property is S.No.343/10 and includes S.No.343/11 southern side.

**1). Brief averments of the plaint :-**

The suit property belongs to the plaintiff by way of a registered gift deed executed by his brother Mr.Arumugam dated 22.01.2016 infavour of the plaintiff. The suit property consist of tiled house and pucca building with a vacant site. The defendants are close relatives of the plaintiff, the 1<sup>st</sup> defendant is the plaintiff's sister husband ( brother in law) and the 2<sup>nd</sup> defendant is his sister's son ( nephew) and 3<sup>rd</sup> defendant is the wife of the 1<sup>st</sup> defendant and the 4<sup>th</sup> defendant is the wife of the 2<sup>nd</sup> defendant and they are living in the suit property as permissive occupiers. The suit property originally belonged to the plaintiff's father one Mr.Dharmalingam who purchased the suit property by way of a registered sale deed dated 01.08.1987 and the plaintiff's father sold a portion of the suit property to the 1<sup>st</sup> defendant on 04.07.1996. The plaintiff's father Mr.Dharmalingam and the 1<sup>st</sup> defendant jointly executed a sale deed infavour of one Mrs.Sundari on 11.03.2002 with regard to the entire suit property. Hence the 1<sup>st</sup> defendant already sold his right in the suit property to the said Mrs.Sundari after receiving the sale consideration. The said Mrs.Sundari being sister of the plaintiff had executed a gift settlement deed infavour of her brother Mr.Arumugam

on 04.05.2012 and the said Mr.Arumugam who is the brother of the plaintiff had accepted the gift settlement and he settled the suit property to the plaintiff on 22.01.2016. Hence the plaintiff became the absolute title holder of the suit property. The defendants who are the close relatives of the plaintiff are permitted to reside in the suit property as the permissive occupier and they colluded with an fraudulent intention concocted a gift settlement deed infavour of the 2<sup>nd</sup> defendant on 04.11.2008. The 1<sup>st</sup> defendant had no right to transfer the suit property since it has already been sold to the sister Mrs.Sundari in 2008. Hence the gift settlement executed by the 1<sup>st</sup> defendant infavour of the 2<sup>nd</sup> defendant and he has executed a gift settlement infavour of his wife who is the 3<sup>rd</sup> defendant on 18.03.2019 all are invalid and fraudulent document. The 3<sup>rd</sup> defendant Mrs.Renukadevi has executed a gift settlement infavour of the 2<sup>nd</sup> defendant's wife who is the 4<sup>th</sup> defendant on 08.12.2016 is also a fraudulent document. Hence with malafide intention the 1<sup>st</sup> defendant has encumbered the suit property to his family members and so FIR was registered in Crime No.6/2018 Under Section 406, 420 and 506(i) IPC and it is pending for investigation. Hence this suit has been filed for declaration of title and for recovery of

possession along with the relief of declaring the gift settlement deeds dated 24.11.2008 and 08.12.2016 are all null and void.

**2) Brief averments of the written statement filed by the 4<sup>th</sup> defendant and its adopted by the 1<sup>st</sup> and 3<sup>rd</sup> defendants :-**

(i) The suit filed by the plaintiff has to be dismissed in limine. The averments stated in the plaint has to be proved by the plaintiff by way of adducing evidence. The settlement deed infavour of the plaintiff executed by his brother dated 22.01.2016 is a fraudulent document created for the purpose of making evidence. The relationship between the parties alone is admitted but it is false to say that the defendants are residing in the suit property house on permission and it is denied. The defendants are residing in their house property. The suit property is not that of the property purchased by Mr.Dharmalingam by way of a sale deed dated 01.07.1987. In fact, the suit property was purchased by the 1<sup>st</sup> defendant by way of a sale deed dated 04.07.1996. Hence the property purchased by Mr.Dharmalingam by way of a sale deed dated 01.07.1987 is different from the property purchased by the 1<sup>st</sup> defendant by way of sale deed dated 04.07.1996 which is entirely different. In fact, the 1<sup>st</sup> defendant purchased by the entire property purchased by

Mr.Dharmalingam by way of a sale deed dated 01.07.1987. The 1<sup>st</sup> defendant and his father Mr.Dharmalingam executed a sale deed dated 11.03.2002 infavour of Mrs.Sundari is different from the property purchased by the 1<sup>st</sup> defendant dated 04.07.1996. The four boundaries in the sale deed dated 04.07.1996 is different from the four boundaries purchased by Mrs.Sundari in the sale deed dated 11.03.2002.

(ii) The 1<sup>st</sup> defendant did not sell his property purchased by him to Mrs.Sundari on 11.03.2002 as per the sale deed dated 11.03.2002, 1872 Sq.feet has been mentioned whereas in the settlement deed executed by Mrs.Sundari infavour of Mr.Arumugam dated 04.05.2012 she has gifted 2192 Sq.feet. Hence Mrs.Sundari has gifted more than she purchased infavour of Mr.Arumugam. The property settled by Mrs.Sundari not included any house property but as per the suit property there is a house as pleaded in the plaint. Hence the property purchased by Mrs.Sundari is different from the property purchased by the 1<sup>st</sup> defendant.

(iii) In fact, the defendants are residing in the suit property after removing the thatched hut into a concrete house building and so there is no connection between the defendants house property and the plaintiff.

The door number for the defendants property is 3/187 and 3/188 including titled house and concrete building and the 4<sup>th</sup> defendant is residing in the property and paying the house tax. Hence natham patta was issued in Patta No.182 for the S.No.343/11 in name of the 1<sup>st</sup> defendant. The 1<sup>st</sup> defendant has mortgaged his house property on 21.09.1996 to one Mr.Senthilkumar who in turn made over the mortgage to one Mrs.Susila on 15.09.1999 and the 1<sup>st</sup> defendant discharged the mortgage on 02.04.2002 and discharge receipt was obtained. Hence on 24.11.2008 the 1<sup>st</sup> defendant has executed a gift settlement deed infavour of his son who is the 2<sup>nd</sup> defendant herein with respect 1670 Sq.feet vacant site. The remaining 200 Sq.feet was gifted to the 3<sup>rd</sup> defendant on 18.03.2009 and then the 3<sup>rd</sup> defendant executed a sale deed infavour of the 4<sup>th</sup> defendant with respect to 220 Sq.feet after receiving valuable consideration. Hence this suit is liable to be dismissed with costs.

### **3. Issues:-(Framed on 17.02.2022 )**

1. Whether the plaintiff has got legal title over the suit property by virtue of settlement deed dated 22.01.2016 ?
2. It is true that the suit property is not mentioned in the Dharmalingam sale deed dated 01.07.1987 ?

3. It is true that the suit property is not mentioned in the Dharmalingam sale deed and the property mentioned in the sale of the 1<sup>st</sup> defendant are different one ?

4. Whether the plaintiff is entitled to recovery of possession by vacating the defendants from the suit property ?

5. Whether the plaintiff is entitled to declare the gift deed doc.No.2222/2008 dated 24.11.2008 by the 1<sup>st</sup> defendant in favour of the 2<sup>nd</sup> defendant as null and void ?

6. Whether the plaintiff is entitled to declare the gift deed Doc.No.2043/2016 dated 08.12.2016 by the 3<sup>rd</sup> defendant in favour of the 4<sup>th</sup> defendant as null and void ?

7. To what other reliefs ?

**4. On perusal of case records the following issues are recasted by this court on 05.08.2025 :-**

1. Whether the settlement deed in favour of the 1st defendant by Mrs.Sundari is valid, legal and binding upon the parties ?

2. Whether the settlement deed in favour of the plaintiff by Mr.Arumugam dated 22.01.2016 is true, valid, binding upon the parties?

3. Whether the suit is bad for non-joinder of necessary parties ?

4. Whether the defendants encroached upon the extent of 220 Sq.feet is true and illegal ?

5. Whether the gift settlement deed dated 24.11.2008 by the 1st defendant in favour of 2nd defendant is true, valid and binding upon the parties ?

6. Whether the gift settlement deed executed by 3rd defendant in favour of 4th defendant on 8.12.2016 is true, valid and binding upon the parties ?

7. Whether the plaintiff is entitled to the relief of declaration of title and recovery of possession ?

8. To what other reliefs the plaintiff is entitled to Issues recasted ?

**5. On perusal of case records the following recasted issues dated 05.08.2025 have been recasted on 31.10.2025 :-**

1) Whether the gift settlement deed executed by Mrs.Sundari in favour of Mr.Arumugam is true, valid and binding upon the parties ?

2) Whether the 1<sup>st</sup> defendant has executed the sale deed dated 11.03.2002 in favour of Mrs.Sundari ?

3) Whether the suit is bad for non-joinder of necessary parties ?

4) Whether the gift settlement deeds executed by the 1<sup>st</sup> defendant in favour of his wife who is the 2<sup>nd</sup> defendant is true, valid and binding upon the parties ?

5) Whether the sale deed dated 08.02.2016 in favour of 4<sup>th</sup> defendant from the 3<sup>rd</sup> defendant with respect to 220 Sq.feet is true, valid and binding upon the parties ?

6) Whether the plaintiff is entitled to the reliefs as prayed for ?

7) To what other reliefs plaintiff is entitled to ?

#### **6. Evidence:-**

Both sides Heard. Records perused. On the plaintiff side, the plaintiff Mr.Perumal was examined as PW1 and Ex.A1 to A7 documents were marked. On the defendants side, the 1<sup>st</sup> defendant Mr.Moovendran was examined as DW1 and Ex.B1 to Ex.B17 and documents were marked and DW1 was recalled and Ex.B18 and Ex.B19 document were marked and the defendants side Mrs.Sundari was examined as DW2 and document was not marked and Mr.Anand was examined as DW3 and document Ex.B20 was marked. During DW1 cross, Ex.A8 document was marked.

**7. Determination of Issues on 31.10.2025:-****(1). Recasted Issue No :- 1 and 2**

Whether the gift settlement deed executed by Mrs.Sundari in favour of Mr.Arumugam is true, valid and binding upon the parties ?

and

Whether the 1<sup>st</sup> defendant has executed the sale deed dated 11.03.2002 in favour of Mrs.Sundari ?

1.1 From the above records, it is found that the plaintiff has filed this suit for declaration of title and for recovery of possession and to declare the settlement deeds executed on 08.12.2016 and 24.11.2008 as null and void. In order to prove the case of the plaintiff, he has filed Ex.A1 to A8 documents. On the defendant side, Ex.B1 to B20 documents were marked.

1.2 The plaintiff's case is that the suit property originally belongs to his father Mr.Dharmalingam by way of a sale deed dated 01.08.1987. The above said sale deed has not been marked on the side of the plaintiff but on the defendant side Ex.B1 and Ex.B2 which are the registered copy of the sale deeds in the name of Mr.Dharmalingam the father of the plaintiff have been marked. The above said sale deeds

marked as Ex.B1 is the sale deed executed by one Mr.Samikannu Gounder S/o.Sokkaiya Gounder with respect to the suit S.No.269/1 extending 1480 Sq.feet out of Acre 14.46 on the southern side. Ex.B1 is of the year 17.12.1986. Ex.B2 is another sale deed in the name of the plaintiff's father Mr.Dharmalingam with respect to S.No.269/1 extending 360 Sq.feet out of Acre 14.46 on the southern side.

1.3 The above said Ex.B1 and Ex.B2 are the title deeds of the suit property purchased by the plaintiff's father. Hence the plaintiff's father possessed 1840 Sq.feet in S.No.269/1 on the southern side out of Acre 14.46 cents. The above said 1840 Sq.feet was sold to the 1<sup>st</sup> defendant who is the son in law of Mr.Dharmalingam on 24.07.1996 for a sum of Rs.16,560/- with respect to 1480 Sq.feet + 360 Sq. feet in total 1840 Sq. feet in S.No.269/1 on the southern side. The above said sale deed in the name of the 1<sup>st</sup> defendant Mr.Moovendran has been marked as Ex.B4.

1.4 On 11.03.2002, the said 1<sup>st</sup> defendant along with Mr.Dharmalingam Servai has executed a sale deed infavour of one Mrs.Sundari who is the sister of the plaintiff and the daughter of Mr.Dharmalingam who deposed as DW2 before this court with respect to S.No.269/1 extending 1872 Sq.feet vacant land. Hence from the above

records Mr.Dharmalingam purchased 1840 Sq.feet in S.No.269/1 and he sold the entire property purchased as per Ex.B1, B2 to Mr.Moovendran by way of Ex.B4. But they executed sale deed for 1872 Sq.feet on the southern side vacant land in S.No.269/1 infavour of DW2 Mrs.Sundari. Hence after execution of the sale deed infavour of the 1<sup>st</sup> defendant Mr.Moovendran again Mr.Dharmalingam and Mr.Moovendran executed jointly Ex.B3 sale deed infavour of DW2 Mrs.Sundari. They purchased 1840 Sq.feet in S.No.269/1 but they have executed 1872 Sq.feet vacant land to Mrs.Sundari. Hence 30 cents are in excess without any document they sold to Mrs.Sundari. The said Mrs.Sundari as again executed the settlement deed infavour of one Mr.Arumugam who is the brother of the plaintiff dated 04.05.2012 in which S.No.269/1 out of Acre 14.46 cents southern side 2192 Sq.feet was settled by DW2 Mrs.Sundari infavour of Mr.Arumugam. Already 30 Sq.feet in excess what they have purchased in S.No.269/1 was sold to Mrs.Sundari by Mr.Dharmalingam and Mr.Moovendran as per Ex.B3 in addition to that instead of 1872 Sq.feet she settled 2192 Sq.feet to her brother Mr.Arumugam. The said Mr.Arumugam has settled the above property in S.No.269/1 extending 2192 Sq.feet infavour of the plaintiff. The above

said document has been marked as Ex.A3 as per the settlement deed infavour of Mr.Arumugam marked as Ex.A2 and Ex.A3 the settlement deed infavour of the plaintiff there is no house property mentioned in the settlement deed marked as Ex.A3.

1.5 The question before this court is that with respect to S.No.269/1 the property purchased by Mrs.Sundari extending 1872 Sq.feet was settled by her brother Mr.Arumugam by way of Ex.A2. The said Mr.Arumugam has purchased excess property extending 2192 Sq.feet in S.No.269/1. This was asked to DW2 Mrs.Sundari in cross examination and she answered that the property of his father was also included in the above said settlement deed. This was asked to her in her cross examination by this court and she stated that his father had properties nearby the property she purchased that was included. PW1 Mr.Perumal who is the plaintiff herein also stated that the excess property was that of his father Mr.Dharmalingam nearby but no document has been filed by the plaintiff to that excess property retained by their father Mr.Dharmalingam.

1.6 The said property purchased by DW2 Mrs.Sundari was settled infavour of Mr.Arumugam who in turn settled infavour of the plaintiff

excessively. The defendants case is that the excessive land is that of the 1<sup>st</sup> defendant and that property alone was settled infavour of 2<sup>nd</sup> to 4<sup>th</sup> defendants. If it is so there is no other document filed by the 1<sup>st</sup> defendant except Ex.B4 to show that the 1<sup>st</sup> defendant had possessed other properties nearby the suit property. The only defence he has stated that property was purchased as a vacant land by Mrs.Sundari and settled infavour of the plaintiff by Mr.Arumugam but the suit property was mentioned as house property and vacant land. The defendants case is that the house property is the property of the 1<sup>st</sup> defendant which is not the suit property but some other property. There is no such document filed on the defendants side to show that the 1<sup>st</sup> defendant had the house properties other than the suit property. Hence the property in S.No.269/1 extending 2192 Sq.feet was settled infavour of the plaintiff excessively without any basis to an extent of 32 Sq. feet + 320 Sq.feet nearly 342 Sq.feet without any document. Hence the plaintiff is entitled to the property as per Ex.A3, A2 settlement deeds is only 1840 Sq. feet which has been purchased by his father Mr.Dharmalingam by way of Ex.B1 and Ex.B2. Hence the plaintiff is claiming right excessively to an extent of 342 Sq.feet in S.No.269/1. Hence the above said gift

settlement deed executed by Mrs.Sundari infavour of Mr.Arumugam to an extent of 1840 Sq.feet alone is valid and the excess property which was settled by her will not create title to the plaintiff. DW1 during the cross examination has admitted that he is not claiming any right over the S.No.269/1 with respect 1840 Sq.feet. Hence on conjoint reading of the title deeds marked as Ex.B1, B2, B3, Ex.A2, A3, the plaintiff is having right over the property in S.No.269/1 out of Acre 14.46 cents on the southern side extending 1840 Sq.feet alone. Hence to that extent only the above said sale deed marked as Ex.B3 which is the sale deed of Mrs.Sundari and the settlement deeds marked as Ex.A2 and A3 infavour of Mr.Arumugam and Mr.Perumal who is the plaintiff herein is valid. Hence these issues have been answered accordingly.

(2). **Recasted Issue No :-3**

Whether the suit is bad for non-joinder of necessary parties ?

From the above discussion it is found that Mrs.Sundari has settled the suit properties infavour of Mr.Arumugam by way of Ex.A2 who in turn settled the property infavour of the plaintiff by way of Ex.A3. The main issues is that as per Ex.B3 Mrs.Sundari purchased the property from the 1<sup>st</sup> defendant Mr.Moovendran and her father

Mr.Dharmalingam to an extent of 1872 Sq.feet. Even before that Mr.Dharmalingam sold the property in S.No.269/1 extending 1840 Sq.feet which he has purchased by way of Ex.B1 and Ex.B2. After selling the properties purchased by him, the 1<sup>st</sup> defendant has settled the properties infavour of his wife and son who are the 2<sup>nd</sup> and 3<sup>rd</sup> defendants is the question in issue. Apparently the 1<sup>st</sup> defendant who already sold the property to his sister in law Mrs.Sundari could not execute properties in S.No.269/1 extending 1837 Sq.feet infavour of his son who is the 2<sup>nd</sup> defendant herein and his wife who is the 3<sup>rd</sup> defendant herein by way of Ex.B9 and Ex.B10. Hence this is with respect to the dispute between the defendants and the plaintiff alone and so the plaintiff has filed the case by impleading the necessary parties correctly. Hence this suit is not bad for non-joinder of necessary parties.

(3). Recasted Issue No :- 4, 5, 6 and 7

Whether the gift settlement deeds executed by the 1<sup>st</sup> defendant in favour of his wife who is the 2<sup>nd</sup> defendant is true, valid and binding upon the parties ?

and

Whether the sale deed dated 08.02.2016 in favour of 4<sup>th</sup> defendant from the 3<sup>rd</sup> defendant with respect to 220 Sq.feet is true, valid and binding upon the parties ?

and

Whether the plaintiff is entitled to the reliefs as prayed for ?

and

To what other reliefs plaintiff is entitled to ?

3.1 From the above discussions, it is found that the suit property S.No.269/1 extending 2192 Sq.feet in Kottampatti Village. The plaintiff is entitled to the suit property right from the settlement deed from his brother Mr.Arumugam who settled the suit property by way of executing Ex.A3. The said Mr.Arumugam received the property as a gift from her sister Mrs.Sundari who deposed as DW2 for an extent of 2192 Sq.feet by way of Ex.A2. Whereas the said Mrs.Sundari purchased the suit property from his father and the 1<sup>st</sup> defendant to an extent of 1872 Sq.feet in S.No.269/1. The 1<sup>st</sup> defendant purchased the suit property from his father in law Mr.Dharmalingam by way of Ex.B3 to an extent of 1840 Sq.feet. Excessively Mrs.Sundari purchased the property to an extent of 32 Sq.feet + 320 Sq.feet in total 342 Sq.feet without any

document of title. The above said property in S.No.269/1 with respect to an extent of 1840 Sq.feet alone the 1<sup>st</sup> defendant is having right to sell it to Mrs.Sundari but excessively 32 Sq.feet were sold to her who in turn settled 320 Sq.feet in excess to her brother Mr.Arumugam. Hence the plaintiff is entitled to an extent of 1840 Sq.feet alone in S.No.269/1 in Kottampatti Village.

3.2 Coming to point of validity of the settlement deeds marked as Ex.B9, B10 and B15 infavour of 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> defendants are concerned, the 1<sup>st</sup> defendant has no right over the suit property in S.No.269/1 extending 1840 Sq.feet which he has purchased from his father in law. He again settled the property in S.No.269/1 extending 1617 Sq.feet to his son who is the 2<sup>nd</sup> defendant herein by way of Ex.B9 and 220 Sq.feet in S.No.269/1 to his wife the 3<sup>rd</sup> defendant herein without any right. He already sold the property to Mrs.Sundari by way of Ex.B3. Hence he has no other right in S.No.269/1 with respect to the property he purchased from Mr.Dharmalingam extending 1840 Sq.feet. Hence the documents marked as Ex.B9, B10 and B15 are the settlement deeds without any title executed by the 1<sup>st</sup> defendant and the 2<sup>nd</sup> defendant executed Ex.B15 to her daughter in law Mrs.Chellameena (4<sup>th</sup> defendant) without any right

to title. DW1 himself admitted that he has no right in S.No.269/1 in his cross examination. Hence the above said settlement deeds marked as Ex.B9, B10 and B15 infavour of the 2<sup>nd</sup> , 3<sup>rd</sup> and 4<sup>th</sup> defendants proved to be in valid. Hence these issues have been answered accordingly.

### **7. Result :-**

*In the result, this suit is partly decreed by declaring the plaintiff's title over the suit property with respect to an extent of 1840 Sq.feet in S.No.269/1 in Kottampatti Village and for recovery of possession within a period of 1 month from the date of decree. The said settlement deeds marked as Ex.A1, Ex.A4, Ex.A7 (Ex.B9, B10 and B15) infavour of the 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> defendants proved to be null and void. No costs.*

Dictated to the Steno Typist by me , typed directly by her into the Computer, corrected and pronounced by me in the open court on this the 26<sup>th</sup> day of March 2026.

Sub Judge,  
Melur.

**List of Witness examined on the side of the Plaintiff:-**

P.W.1. - Mr.Perumal

**List of documents marked on the side of the Plaintiff:-**

Ex.A1	24.11.2008	Alleged Gift deed( Doc.No.2222/2008) executed by 1 <sup>st</sup> Defendant in favour of 2 <sup>nd</sup> defendant	Certified Xerox Copy
Ex.A2	04.05.2012	Gift Settlement deed(Doc.No.988/2012) executed by Sundari in favour of Arumugam	Original
Ex.A3	22.01.2016	Gift Settlement Deed (Doc.No.118/2016) executed by Arumugam in favour of the plaintiff	Original
Ex.A4	08.12.2016	Gift Settlement Deed ( Doc.No.2043/2016) executed by Renugadevi in favour of the Chellameena.	Certified Xerox Copy
Ex.A5	17.04.2018	FIR Registered by DCB in Crime No.6/2018 against the defendants	Xerox Copy
Ex.A6	21.08.2017 and 12.11.2018	House Tax receipts (Nos.2) in the name of the plaintiff for the year 2017 to 2018, 2018 to 2019.	Original
Ex.A7	18.03.2009	Gift Settlement Deed	Certified Xerox Copy
Ex.A8	29.03.2023	Order issued by the District Registrar	Online copy

**List of witness on the defendants side : -**

D.W.1 - Mr.Moovendarn

D.W.2 - Mrs.Sundari

D.W.3 - Mr.Anand

**List of documents marked on the side of the Defendants:-**

Ex.B1	17.12.1986	Sale Deed	Certified Xerox Copy
Ex.B2	01.07.1987	Sale Deed	Certified Xerox Copy
Ex.B3	11.03.2002	Sale Deed	Certified Copy
Ex.B4	04.07.1996	Sale Deed	Certified Xerox Copy
Ex.B5	22.12.2004	Chitta	Original
Ex.B6	21.09.1996	Compensation Deed	Original
Ex.B7	15.09.1999	Madeover Deed	Original
Ex.B8	02.04.2002	Made over in cell receipt	Original
Ex.B9	24.11.2008	Gift Settlement Deed	Certified Xerox Copy
Ex.B10	18.03.2009	Gift Settlement Deed	Certified Xerox Copy
Ex.B11	11.08.2002	House tax receipt in the name of the 1 <sup>st</sup> defendant (Door No.W3-187)	Original
Ex.B12	03.10.2012	House tax receipt in the name of the	Original

		1 <sup>st</sup> defendant (Door No.3W-187)	
Ex.B13	2012 - 2013	House tax receipt in the name of the 2 <sup>nd</sup> defendant (Door No.3/187/1)	Original
Ex.B14	2013 - 2014	House tax receipt in the name of the 1 <sup>st</sup> defendant (Door No.3/187/1)	Original
Ex.B15	08.12.2016	Sale deed	Certified Xerox Copy
Ex.B16	2015 - 2016	House tax receipt in the name of the 4 <sup>th</sup> defendant (Door No.3/188)	Original
Ex.B17	17.11.2020	House tax receipt in the name of the 4 <sup>th</sup> defendant (Door No.3W-187)	Original
Ex.B18	16.10.2023	Hon'ble High Court of Madras order copy in WP(MD).No.24940/2023 writ petition	Xerox Copy
Ex.B19	05.09.2024	Hon'ble High Court of Madras order copy in WP(MD).No.24940/2023 and WP(MD).No.21129/2023	Xerox Copy
Ex.B20	-	Adharcard of Mr.Anand(DW3)	Compared with Original

Sub Judge,  
Melur.

**Draft/Fair  
Judgment  
in  
O.S.No.457/2019  
Date: 26.03.2026  
Sub Court, Melur**