

CNR.No.TNMD230005762023



IN THE COURT OF THE SUBORDINATE JUDGE OF MELUR.

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

Subordinate Judge, Melur,

Friday the 7th day of August 2026

O.S.No.2/2024

1. C.Chittukathi
2. C.Ponnusamy
3. C.Mookkammal
4. C.Murugesan
5. C.Panju
6. C.Sarasu

..... Plaintiffs

// Vs //

K.Rajkumar Defendant

This suit came up on 21.07.2026 for final hearing before this court in the presence of Advocate.Mr.M.Muthiah and Ms.P.Subhadharshini, Advocates for the Plaintiffs and Advocate.M/s.Vast Law Associates Advocate for the defendant and heard arguments on both sides and upon consideration of entire material records and on hearing submissions made by the plaintiff counsel and defendant counsel and having stood over for consideration till this day, this court doth deliver the following :-

JUDGMENT

This suit has been filed for cancellation of othi (Lease) dated 08.09.2015 executed by one Mr.Chinnan, the father of 1st to 5th plaintiffs and the husband of the 6th plaintiff after receiving the lease amount and to cancel the above said lease deeds and to issue discharge receipt and to cancel the lease deed dated 12.09.2022 executed by Mr.Chinnan dated 12.09.2022 after receiving the lease amount and to discharge the lease and to issue discharge receipt failing which to issue the discharge receipt through the court of law and for costs.

1). Brief averments of the plaint :-

(I) The suit property is situated in Ayyapatti Village, Melur Taluk, Madurai District. The suit property is the ancestral property of Mr.Suppan Ambalam, who is the father of Mr.Chinnan. Mr.Chinnan is the father of 1st to 5th Plaintiffs and the husband of the 6th Plaintiff. Following the death of the aforementioned Mr.Suppan Ambalam his son Mr.Chinnan Ambalam and the plaintiffs have been jointly enjoying the suit property by virtue of ancestral right. In the meantime, the said Mr.Chinnan passed away on 09.02.2023. Subsequently, in that situation where these plaintiffs were possession and enjoyment of the suit property, this defendant approached the plaintiffs on 10.08.2023 and informed them that the said Mr.Chinnan had executed a othi deed for 20 years with respect to the suit property. Following this, these plaintiffs also came to know about it. Mr.Chinnan, the father of the above 1 to 5 plaintiffs and the husband of the 6th plaintiff, needed money and approached this defendant on 08.09.2015 and asked him. At that time, he also agreed to give money to the othi deed. The said Mr.Chinnan had already transferred the suit property to Siyanthanpatti Mr.Chinnakallai and accepted the transfer of the othi deed for Rs.12,000/- and took that

amount and enjoyed it. The remaining Rs. 88,000/- was given as a loan by this defendant and the said Mr.Chinnan also received the loan on that basis and on 08.09.2015, he transferred the suit property to the defendant. It is revealed from the above mentioned deed of Othi (lease) for about 20 years.

(ii) Furthermore, although a deed of usufractory mortgage regarding the suit property was executed in favor of the said defendant on 08.09.2015, it has remained in the exclusive possession and enjoyment of the plaintiffs till this date. The defendant is well aware of this matter. When the defendant inquired with the plaintiffs about the aforementioned mortgage deed upon learning of it, they did not disclose anything regarding it. The defendant, who received it, has not sent any reply notice till today. After that, when these plaintiffs saw the usufractory mortgage deed (Othi) of the property in question on 20.08.2023, it was revealed that the said Mr.Chinnan had already executed a usufractory mortgage deed (Othi) dated 08.09.2015 for Rs.1,00,000/- and had again executed a usufractory mortgage deed (Othi) for Rs.1,25,000/- on 12.09.2022, following which these plaintiffs

again sent a legal notice to the defendant on 24.08.2023. The defendant, who received that notice, did not send any reply notice.

(iii) Further, since this defendant has properties assigned to him on all the three sides bounded by his property around the suit property and since the suit property is in the middle portion, with the evil intention of somehow snatching the suit property from the plaintiffs. Mr.Chinnan, the father of plaintiffs 1 to 5 and the husband of plaintiff 6, an illiterate person from a village and did not know the details, and he was defrauded by the defendant and clandestinely made him to execute the othi deeds. Furthermore, they have registered a total of 30 years through two deeds, namely 20 years in the othi deed dated 08.09.2015 and 10 years in the othi deed dated 12.09.2022, which is not in practice. Hence this suit.

2) Brief averments of the written statement filed by the defendants :-

(I) Save and except what are matters of facts and records, rest of the contention and allegations contained therein are specifically denied in toto and the Plaintiff is put to strict proof of each and every averments. The suit is not maintainable either in law or on facts but liable to be dismissed in limine. The averment that after the demise of

Mr.Subban Ambalam his son Mr.Chinnan and the Plaintiffs jointly enjoyed the property after that, the Mr.Chinnan died on 09.02.2023, after that all the plaintiffs are in possession and in enjoyment of the property are all denied as false and unsustainable. Regarding the further averment that the defendant on 10.08.2023 approached the Plaintiffs and informed that the said Mr.Chinnan has already executed usufructuary Mortgage for a period of 20 years, the Plaintiffs came to know about that since the said Mr.Chinnan was in need of money, had approached the defendant on 08.09.2015 and the defendant agreed to give the money, are all correct.

(ii) The said Mr.Chinnan has already mortgaged the property to one Seeyanthanpatti Chinnakalai and received Rs.12,000/- and the Othi has been redeemed by paying the said amount. In addition to the defendant has paid Rs.88,000/- and for due repayment of the same, the said Mr.Chinnan has executed a usufructuary mortgage on 08.09.2015 for a period of 20 years are all correct and borne out of records. It is wrong to state that though usufructuary mortgage has been executed the property was in possession and enjoyment of the Plaintiffs. The defendant had acted with view to grab the property against law. It is

wrong to state that the said Mr.Chinnan has executed the Othi without the knowledge of the Plaintiffs. Regarding the averment that whether the amount was actually received by Mr.Chinnan are all denied as incorrect. The further averment that the Plaintiffs caused a legal notice to the defendant on 16.08.2023 demanding to accept Rs.1,00,000/- in order to discharge the Othi. In response to that no reply was chosen to be given by the Plaintiffs. Subsequently, the Plaintiffs obtained a encumbrance Certificate on 28.02.2023, after verification it has come to light that the Mr.Chinnan has executed a registered usufractory mortgage superseding the earlier deed dated 08.09.2015 further received a consideration of Rs.1,25,000/- and executed the present usufractory mortgage for Rs.1,25,000/- on 12.09.2022 is correct and borne out of records.

(iii) Regarding the averment that in First Othi deed for Rs.1,00,000/- dated 08.09.2015, wherein the said Mr.Chinnan has affixed his signature and in the 2nd Othi deed for the amount of Rs.1,25,000/- dated 12.09.2022, the said Mr.Chinnan has affixed his left thumb impression for a period of 30 years which is not in practice are procedure, which would show the defendant's attitude to grab the

property with malafide intention, are all denied as false. The deeds referred above are registered documents and the authenticity has been proved and now for the sake of their case the Plaintiffs cannot be permitted to raise such untenable allegation.

(iv) The Plaintiffs are trying to picturaise that no amount has been received by Mr.Chinnan and taking advantage of his illiteracy and ignorance, the defendant got the Othi deed registered for a period of 30 years without paying the consideration, are all denied as false. The averment that the suit property is an ancestral property and the same did not belong to Mr.Chinnan alone, the property belonged to father of Mr.Chinnan, Mr.Subban Ambalam and therefore those two othi deeds are not binding on the Plaintiffs and not legally enforceable are all denied as false.

(v) The averment that the Plaintiffs were ready to pay the Othi amount, on receipt of the amount, the defendant is liable to discharge the same. Further, being an illiterate person and since they do not have no other property and having consider those things and with conscience the defendant has to execute the discharge receipt and failing which this

court be pleased to discharge the same on behalf of the defendant, are all denied as unsustainable and against the contents of the othi deeds.

(vi) It is submitted that the said Mr.Chinnan has voluntarily approached the defendant for taking his property for a sum of Rs.1,00,000/- on 08.09.2015. He has also executed a registered Othi deed for a period of 20 years. The defendant has also discharged earlier mortgage for Rs.12,000/- and raised a receipt to one Mr.Chinnakalai and from the said date the defendant has been in possession and enjoyment of the suit property. Thereafter, the said Mr.Chinnan was again in need of money had approached the defendant and availed a further sum of Rs.1,25,000/- and executed a registered Othi deed in favour of the defendant, dated 12.09.2022. Ever since from the date of the defendant has been in possession and enjoyment of the suit property. Those deeds are executed voluntarily without any coercion and with full consciousness. Therefore, the Othi deeds are valid and the property can be redeemed only after the stipulated period as mentioned in the Othi deed dated 12.09.2022. The Plaintiffs fully aware of the above facts and with malafide intention they have filed above suit and thus the suit is liable to be dismissed. The three boundaries to the suit property as

claimed by the Plaintiffs are not that of the belonged to the defendant but belongs to his father. There is no cause of action for the Plaintiffs to file the suit and as such the suit is liable to be dismissed. At present this court has no jurisdiction to try this suit. Hence this suit has to be dismissed with costs.

3. Issues:-(Framed on 04.03.2025)

1. Whether the Othi deed registered as Document No.1803/2015 registered before Karunkalagudi Sub Registrar Office by Mr.Chinnan in favour of Mr.Rajkumar(defendant) is true, valid and binding upon the plaintiffs ?

2. Whether the Othi deed registered as Document No.2436/2022 registered before Karunkalagudi Sub Registrar Office by Mr.Chinnai infavour of Mr.Rajkumar (defendant) is true, valid and binding upon the plaintiffs ?

3. Whether the plaintiffs are in actual possession and enjoyment of the suit property ?

4. Whether the plaintiffs are entitled to the reliefs as prayed for ?

5. To what other reliefs the plaintiffs are entitled to ?

4. Evidence:-

Both sides Heard. Records perused. On the plaintiff side, the 2nd plaintiff Mr.Ponnusamy was examined as PW1 and Ex.A1 to A10 documents were marked and 5th plaintiff Mrs.Panju was examined as PW2 and document Ex.A11 was marked and the plaintiff side witness Mr.Rasu was examined as PW3 and document Ex.A12 was marked. On the defendant side there is no oral or documentary evidence.

5. Determination of Issues:**(1). ISSUE NOs:- 1 and 2**

Whether the Othi deed registered as Document No.1803/2015 registered before Karunkalagudi Sub Registrar Office by Mr.Chinnan in favour of Mr.Rajkumar(defendant) is true, valid and binding upon the plaintiffs ?

and

Whether the Othi deed registered as Document No.2436/2022 registered before Karunkalagudi Sub Registrar Office by Mr.Chinnai infavour of Mr.Rajkumar (defendant) is true, valid and binding upon the plaintiffs ?

1.1 The suit has been filed by the legal heirs of the deceased Mr.Chinnan as against Mr.Rajkumar who is the defendant herein for cancellation of the othi deed dated 08.09.2015 and 12.09.2022 and for costs. The suit property is situated in Ayyapatti Village in patta No.1018 comprising S.No.163/6B, S.No.163/7A Punja lands extending 27 1/2 cents in one square. The 1st item of the suit property is situated in S.No.163/6B extending 8 Ares(20 cents) and 2nd item of the suit property is situated in S.No.163/7A extending 3 Ares(7 1/2 cents).

1.2 The plaintiffs' case is that they are the legal heirs of one Mr.Chinnan S/o.Suppan Ambalam and the suit property is the ancestral properties of the plaintiffs. The plaintiffs stated that the suit property has been jointly enjoyed by the plaintiffs and Mr.Chinnan as joint family property. On 09.02.2023 the said Mr.Chinnan died leaving behind the plaintiffs as the legal heirs. On 10.08.2023 the defendant approached the plaintiffs and stated that Mr.Chinnan has executed lease of the suit property for about 20 years and also stated that the said Mr.Chinnan who is in need of money approached one Mr.Chinnakalai on 08.09.2015 for othi and obtained Rs.12,000/- and the remaining Rs.88,000/- was

obtained by him for which 20 years lease was given. It has been stated that the possession of the suit property has been in enjoyment and possession of the plaintiffs continuously but the defendant in order to grab the property from the plaintiff the defendant tried by saying that Mr.Chinnan has executed a lease deed. The plaintiffs have issued a legal notice on 16.08.2023 to the defendant after receiving Rs.1,00,000/- from the plaintiff and to cancel the othi lease deed but the defendant never replied. On verification by encumbrance certificate, it is found that on 08.09.2015 there was a othi deed for a sum of Rs.1,00,000/- in addition to that on 12.09.2022 there was another othi deed for a sum of Rs.1,25,000/- infavour of the defendants. Again the plaintiffs issued a legal notice on 24.08.2023. Hence the defendant in order to grab the suit property try to interfere with the peaceful possession and enjoyment of the plaintiffs. Hence the suit has been filed for cancellation of the above said othi deed after receiving the sum of Rs.1,00,000/- from the plaintiffs.

1.3 On the other hand, the defendant stated that Mr.Chinnan has mortgaged the suit property to one Mr.Seeyanthanpatti Chinnakalai and received the sum of Rs.12,000/- and the othi has been redeemed by paying the said amount. In addition to that the defendant has also paid

Rs.88,000/- and for the due repayment of the same the said Mr.Chinnan has executed a usufructury mortgage on 08.09.2015 for a period of 20 years. It has also been stated that the plaintiffs are not in possession and enjoyment of the suit property. The defendant has executed the othi deed wherein the said Mr.Chinnan has affixed his signature in the othi deed dated 08.09.2015 whereas he affixed his left thumb impression dated 12.09.2022 for a period of 30 years are false. In fact, the said Mr.Chinnan has voluntarily approached the defendant for othi for a sum of Rs.1,00,000/- on 08.09.2015 and registered the othi for a period of 20 years. The defendant has discharged the earlier mortgage for Rs.12,000/- from one Mr.Chinnakalai and from the date onwards the defendant has been in possession and enjoyment of the suit property. Hence the above said othi deeds are valid and the property could be redeemed only after the stipulated period as mentioned in the othi deed dated 12.09.2022. Hence the suit has to be dismissed.

1.4 On consideration of the above pleadings, on the side of the plaintiffs, the 2nd plaintiff deposed as PW1 and marked Ex.A1 to A10. The 5th plaintiff Mrs.Panju was examined as PW2 and marked as Ex.A11 which is the E-challan for the deposit of Rs.2,25,000/- before this court.

PW3 Mr.Rasu who is the resident of the same village deposed and marked the Aadharcard as Ex.A12. There is no oral or documentary evidence on the defendant side.

1.5 The 2nd plaintiff Mr.Ponnusamy who deposed as PW1 stated that apart from the suit property there is a paddy field (**வயல்**) owned by the plaintiffs. The suit property has been surrounded by the defendant's land on the three sides and on the southern side there is a river flowing. PW1 also stated that he heard that the defendant took lease from his father Mr.Chinnan with respect to the suit property. PW1 stated that the suit property has been in possession and enjoyment of themselves. PW1 stated that his father Mr.Chinnan died on 08.02.2023. PW1 also stated that they are unaware about the fact that the defendant discharged the mortgage of the suit property from one Mr.Chinnakalai. PW1 stated that his father signed the Ex.A2 othi deed whereas he affixed his thumb impression in Ex.A3 othi deed. PW2 Mrs.Panju who is the daughter of Mr.Chinnan deposed that the defendant's property situated on the three sides around the suit property. PW2 stated that her father seperated from her mother while she was at the young age but

she denied that there is no nexus between her father and their family. PW2 stated that his father used to sign the document whereas the othi deed he allegedly affixed his thumb impression. PW2 also stated that his father was ill for about 1 year and he died before 2 1/2 years. PW2 also stated that the 2nd plaintiff has deposited Rs.2,25,000/- in the civil court deposit and the challan was marked as Ex.A11. PW3 who is the resident of the Village Mr.Rasu S/o.Chinnaiah stated that the 4th plaintiff has repaid the amount through Mr.Chinnan and he doesn't know about the extent of the suit property. PW3 stated that the othi amount of Rs.2,25,000/- was given as lease amount. PW3 stated that the above said lease was not known to the 4th plaintiff Mr.Murugesan. The above said lease amount payment was unknown to him.

1.6 On documents Ex.A1 is the patta standing in the name of Mr.Chinnan Ambalam in patta No.1018 which includes the suit property. Ex.A2 is the registered copy of the lease deed (othi deed) dated 08.09.2015 for a sum of Rs.1,00,000/-. The above said Ex.A2 shows that he has executed the lease deed on discharge of the loan with one Mr.Chinnakalai S/o.Kathappan Ambalam after the payment of Rs.12,000/- and the remaining sum of Rs.88,000/- was paid to

Mr.Chinnan Ambalam by Mr.Rajkumar the defendant herein. Ex.A2 shows that the said Mr.Chinnan Ambalam has signed the document. Ex.A3 is the registered lease deed dated 12.09.2022 executed by Mr.Chinnan infavour of the defendant Mr.Rajkumar for a sum of Rs.2,25,000/- as additional lease amount. As per Ex.A3 the said Mr.Chinnan has affixed his left hand thumb impression and the duration of the lease is fixed as 30 years with respect to the suit property. Ex.A4 is the encumbrance certificate. Ex.A5 is the death certificate of Mr.Chinnan S/o.Subban Ambalam who died on 08.02.2023. Ex.A6 is the legal heirs certificate of Mr.Chinnan. Ex.A7 is the legal notice dated 16.08.2023 given by the plaintiffs as against the defendant and the postal receipt. Ex.A8 is the acknowledgment card received by the defendant. Ex.A9 is another notice issued by the plaintiffs to the defendant on 24.08.2023 and the postal receipt. Ex.A10 is the acknowledgment card received by the defendant. Ex.A11 is the deposit of lease amount by the plaintiffs Rs.2,25,000/- in this court and E-Challan. Ex.A12 is the Aadharcard of PW3. There is no oral or documentary evidence on the defendant side.

1.7 From the above evidences on record, this court finds that the said Mr.Chinnan has allegedly executed lease deeds on two occasions dated 08.09.2015 and 12.09.2022. On 12.09.2022 he has allegedly executed the lease deed after receiving a sum of Rs.2,25,000/- and the lease period has been fixed as 30 years. On evidence, the plaintiffs admitted the above said lease deed executed on 08.09.2015 but denied that lease executed on 12.09.2022 stating that their father Mr.Chinnan would used to sign the document and he won't affix his thumb impression and they also stated that he was bedridden at that time. Moreover, the said Mr.Chinnan died on 08.02.2023. Hence this creates a doubt that whether Ex.A3 has been executed by Mr.Chinnan while he was in a sound state of mind and body. Hence this court finds that the circumstances of the above said lease deed marked as Ex.A3 wherein Mr.Chinnan affixed his left hand thumb impression and his subsequent death on 08.02.2023 shows that he is not in a good state of health that he used to sign the document which is evident from Ex.A2 but he has affixed his left hand thumb impression in Ex.A3.

1.8 Anyway, the plaintiffs have deposited the sum of Rs.2,25,000/- in the court deposit and they wanted to cancel the lease deed executed

by Mr.Chinnan S/o.Suppan Ambalam on the above occasions. Hence it is just and necessary for this court to cancel the lease deed marked as Ex.A3 which creates strong doubt about the execution as above said and this court finds that the defendant has given a liberty to withdraw the lease amount deposited before this court deposit by filing necessary application. Hence this issues have been answered infavour of the plaintiff.

(2). ISSUE NO :- 3

Whether the plaintiffs are in actual possession and enjoyment of the suit property ?

In order to prove the possession the plaintiff has filed the patta standing in the name of Mr.Chinnan in patta No.1018 with respect to the suit property. Other than the patta there is no other document filed on the plaintiff side. Patta is a document of possession.

Hence the issue has been answered in favour of the plaintiff.

(3). ISSUE NOs :- 4 and 5

Whether the plaintiffs are entitled to the reliefs as prayed for ?

and

To what other reliefs the plaintiffs are entitled to ?

From the above records, it is found that the plaintiffs have deposited the lease amount of Rs.2,25,000/- in this court deposit and filed the challan which has been marked as Ex.A11. It is also clear that Mr.Chinnan used to sign the document and he signed Ex.A2 lease deed. Whereas, he affixed his left hand thumb impression in Ex.A3 lease deed of the year 12.09.2022. Subsequently the said Mr.Chinnan also died on 08.02.2023. This creates doubt that whether Mr.Chinnan has executed Ex.A3 in a sound state of mind and body. PW2 stated that he was bedridden for the about a year before his death. Hence Ex.A3 whether it has been executed by Mr.Chinnan S/o.Suppan Ambalam in a sound state of mind is doubtful. Hence this court finds that Ex.A3 came into existence in the suspicious ground where Mr.Chinnan S/o.Suppan Ambalam was bedridden. Hence Ex.A3 which has been executed has not been proved by the defendant whether it is true or valid. On the other hand the plaintiffs have already deposited the alleged sum of Rs.2,25,000/- lease amount in this court deposit. Hence the plaintiffs are entitled to the relief to declare the Ex.A3 lease deed was executed on suspicious ground and it was not rebutted by the defendant. This court draws adverse inference upon the defendant and comes to a conclusion

that Ex.A3 not proved to be a legal document. Hence defendant is directed to withdraw the sum of Rs.2,25,000/- (lease amount) deposited in this court by following the legal procedures.

Hence this issues have been answered accordingly.

6. Result :-

In the result, this suit is partly decreed canceling the lease deed (othi deed) dated 12.09.2022 allegedly executed by Mr.Chinnan Ambalam S/o.Suppan Ambalam infavour of the defendant Mr.Rajkumar. No costs.

Directly dictated to the Steno-typist, and typed by her, corrected and pronounced by me, this the 7th day of August 2026.

Sub Judge,
Melur.

List of Witness examined on the side of the Plaintiffs :-

P.W.1. - Mr.Ponnusamy
P.W.2. - Mrs.Panju
P.W.3. - Mr.Rasu

List of documents marked on the side of the Plaintiffs :-

Ex.A1	10.11.2023	Patta in Patta No.1018	Computer
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			Copy
Ex.A2	08.09.2015	Othi Deed	Registered Copy
Ex.A3	12.09.2022	Othi Deed	Registered Copy
Ex.A4	20.08.2023	Encumbrance Certificate	Computer Copy
Ex.A5	24.03.2023	Death Certificate of Mr.Chinnan	Computer Copy
Ex.A6	07.05.2023	Legal Heirs Certificate of Mr.Chinnan	Computer Copy
Ex.A7	16.08.2023	Legal Notice	Office Copy
Ex.A8	-	Acknowledgment Card	Original
Ex.A9	24.08.2023	Legal notice and the post receipt	Office Copy
Ex.A10	-	Acknowledgment Card	Original
Ex.A11	-	E-challan	Computer copy
Ex.A12	-	Aadharcard of PW3	Compared with Original

List of witness on the defendant side :- Nil

List of documents marked on the side of the Defendant :-Nil

Sub Judge,
Melur.

**Draft/Fair
Judgment
in
O.S.No.2/2024
Date: 07.08.2026
Sub Court, Melur**