

IN THE COURT OF THE SUBORDINATE JUDGE, RANIPET,
VELLORE DISTRICT.

PRESENT: Thiru.R.Marudha Shanmugam, M.A.,M.L.,
Subordinate Judge, Ranipet.

Thursday the 5th day of January 2023.

O.S. NO.8/2019

CNR No. TNVL130000252019

V.Selvam

...

Plaintiff

/vs/

1. Chandrammal
2. C.Ragunathan
3. C.Dhanavalli
4. C.Jamuna
5. C.Kumar
6. C.Mukundan

...

Defendants.

This suit came up before me on 22.12.2022 in the presence of Advocate Thiru.R.Nithiyanandam appearing for the Plaintiff and Advocate Thiru.AVD.Kadhirvelan appearing for D1, D2, D4 to D6 and considering that written statement not filed by D1, D2, D4 to D6, they called absent and set *ex-parte*, and batta not paid for D3, sufficient time granted, no representation, hence suit is dismissed for default against D3 and on hearing the arguments of plaintiff side, upon perusing the oral evidence and documentary evidence adduced on the side of plaintiff and after perusal of entire case records and the case having stood over for consideration till this day, this court delivered the following:

JUDGMENT

Suit for declaring the plaintiff's title to the "B" schedule property,

granting permanent Injunction restraining the defendants, their men, servants etc from in any manner interfering with the plaintiff's peaceful possession and enjoyment of the "B" schedule property including putting up any sort of construction and for costs.

2. The Brief averments found in the plaint are stated as below:-

The "A" schedule property was originally owned by one P.Chandran and he executed a registered settlement deed dt; 27.08.1990 in favour of his wife and his sons and daughters who are the defendants herein and thereby delivering possession of the "A" schedule property on the same day itself. Thereafter, they partitioned the said "A" schedule property. After partition, the defendants 1 to 3 have executed a registered sale deed dt; 02.04.1993 in favour of one Ajjumuddin Sahib and sold the 'B' schedule property and delivered possession of the said property to the purchaser on the same day. The "B" schedule property is a portion of the "A" schedule property. The said legal heir of Ajjumuddin Sahib had executed a registered sale deed dt; 05.07.2006 in favour of plaintiff in respect of "B" schedule property. From the date of purchase, the plaintiff is in possession and enjoyment of the "B" schedule property. The plaintiff began to raise construction in the "B" schedule property in a portion and the defendants have objected and attempted to claim title in a portion of the "B" schedule property and tried to encroach the "B" schedule property purchased by the plaintiff. The defendants themselves have sold the "B" schedule property to one Ajjumuddin Sahib under the sale deed dt; 02.04.1993. The said property only was purchased by the plaintiff under the registered sale deed dt 05.07.2006 described as "B" schedule property.

The defendants have no right to claim any right over the "B" schedule property. On 09.09.2018 the defendants are attempting to claim right and trying to interfere with the plaintiff's peaceful possession and enjoyment of the "B" schedule property. Hence, the plaintiff is constrained to file this suit for declaration and Permanent Injunction.

3. Though the defendants 1,2, 4 to 6 appeared through their counsel, they did not choose to file written statement, hence the defendants 1,2 4 to 6 were called absent and were set exparte. Batta not paid for D3, sufficient time granted, no representation, hence, suit is dismissed for default against D3.

4. On the side of the plaintiff, the plaintiff himself was examined as P.W.1 and marked Ex.A1 to A3 through him. One Tr.Gopinathan was examined as P.W.2. No documents were marked through him.

5. The point for consideration is that whether the plaintiff is entitled for the relief as prayed for?

6. In order to evince and substantiate the case of the Plaintiff, he himself was examined as PW1 and he deposed in his chief affidavit as stated in the Plaint. Certified Xerox copy of Settlement deed was marked as Ex.A1, Original Registered Sale deed executed by the defendants 1 to 3 in favour of Ajjumuddin Sahib was marked as Ex.A2 & Original sale deed executed by Ajjumuddin Sahib in favour of Plaintiff was marked as Ex.A3. On the side of the plaintiff, one Tr.Gopinathan was examined as P.W.2. He reiterated the evidence of PW1. In Ex.A3, it has been stated that the plaintiff obtained possession of the purchased property. Though the defendants 1,2,4 to

6 have knowledge about the claim of the plaintiff, they have not turned up before this court and contest the suit and remained exparte and hence the evidence of PW1 & PW2 are irrebuttable one and cumulative reading of the oral evidence of PW1 & PW2 and documentary evidence adduced on the side of plaintiff proves the case of the plaintiff and accordingly the point is answered in favour of the plaintiff.

In fine, this suit is decreed with costs, declaring the plaintiff's title to the "B" schedule property, and the relief of permanent injunction is granted, restraining the defendants, their men, servants etc from in any manner interfering with the plaintiff's peaceful possession and enjoyment of the "B" schedule property including putting up any sort of construction.

Dictated by me to the Steno-typist and typed by her directly in computer and print taken out, corrected and pronounced by me in the open court, this, the 5th day of January 2023.

(Sd/-)R.Marudha Shanmugam,
Subordinate Judge,
Ranipet.

Exhibits marked on the side of the Plaintiff:-

Ex.A1	27.08.1990	Certified Xerox copy of settlement deed
Ex.A2	02.04.1993	Registered Sale deed executed by the defendants 1 to 3 in favour of Ajjumuddin Sahib – Original
Ex.A3	05.07.2006	Registered Sale deed executed by Ajjumuddin Sahib in favour of plaintiff - Original

Witness examined on the side of the Plaintiff:-

P.W.1: Tr.V.Selvam (Plaintiff)

P.W.2: Tr.Gopinathan

(Sd/-)R.Marudha Shanmugam,
Subordinate Judge,
Ranipet.

Draft/Fair Judgment
O.S.No.8/2019
dated: 05.01.2023
C.1.a.

