

IN THE COURT OF THE SUBORDINATE JUDGE, RANIPET.

Present: Tmt. J.Barathi

**Subordinate Judge,
Ranipet.**

Wednesday, the 01st day of July 2026

A.S No. 5/2019

CNR NO: TNRP03-000220-2019

AND

A.S No. 14/2021

CNR NO: TNRP03-000273-2019

Parties in AS.No.5/2019 :-

1.N.Gopi,
2.N.Ranganathan,
3.N.Kalaiarasi
4.N.Jothi,
5.Dakshanamurthy
6.D.Krishnan
7.D.Manimegalai,
8.The Sub Registrar,
9.Narayana Pillai

... Appellants/Defendants

/Vs/

S.Rajan

... Respondent/Plaintiff

On appeal against the Decree and Judgment dated 15.03.2019 passed in O.S.No.85/2015 file of the District Munsif cum Judicial Magistrate No.I, Walajapet.

Between

S.Rajan

... Plaintiff

/Vs/

1.N.Gopi,
2.N.Ranganathan,
3.N.Kalaiarasi
4.N.Jothi,
5.Dakshanamurthy
6.D.Krishnan
7.D.Manimegalai,
8.The Sub Registrar,
9.Narayana Pillai

... Defendants

Parties in AS.No.14/2021 :-

S.Rajan

... Appellant/Plaintiff

/Vs/

1.N.Gopi,
2.N.Ranganathan,
3.N.Kalaiarasi
4.N.Jothi,
5.Dakshanamurthy
6.D.Krishnan
7.D.Manimegalai,
8.The Sub Registrar,
9.Narayana Pillai

... Respondents/Defendants

On appeal against the Decree and Judgment dated 15.03.2019 passed in O.S.No.85/2015 file of the District Munsif cum Judicial Magistrate No.I, Walajapet.

Between

S.Rajan

... Plaintiff

/Vs/

1.N.Gopi,
2.N.Ranganathan,
3.N.Kalaiarasi
4.N.Jothi,
5.Dakshanamurthy
6.D.Krishnan
7.D.Manimegalai,
8.The Sub Registrar,
9.Narayana Pillai

... Defendants

The above appeals came before me on 22.06.2026 for final hearing in the presence of Thiru.D.Mohammed Sadiquddin, Learned counsel for the appellants/defendants in A.S No: 5/2019 and respondents/defendants in A.S No: 14/2021 and Thiru.Gopi, Learned counsel for the respondent/plaintiff in A.S No : 5/2019 and appellant/plaintiff in A.S No : 14/2021 and upon hearing the arguments of both side counsels and upon perusing their written argument and the material records and the judgment of the trial court and having stood over for consideration till date, this court passing the following:

COMMON JUDGMENT

The above appeals are preferred by the Appellants under Order XL1 Rule 1 r/w Section 96 of CPC against the Judgment and Decree passed in O.S.No.85/2015 on the file of the District Munsif cum Judicial Magistrate No.1, Walajapet. Dated 15.03.2019.

2. Case of the Plaintiff in brief is as follows:-

a). The agricultural land bearing Punja S.No.801/2, to an extent of Ac. 1.50 cents and in S.No.822/1A to an extent of Ac. 1.92 cents was owned by Amirdammal, wife of Kanna Pillai and an extent of Ac.1.55 cents in S.No.802/1 was owned by Kanna Pillai and S.No.803/5 to an extent of Ac.1.13 cents belongs to Narayana Pillai son of Kanna Pillai and the said lands are situated at No.89, Vannivedu Village, Walaja Taluk, Vellore District. After demise of Kanna Pillai, his land bearing S.No.801/2, to an extent of 1 acre and 55 cents was inherited by his legal heirs Amirdammal and the defendants 1 to 7 and 9, Amirdammal and the defendants 1 to 7 and 9 entered into an agreement of sale with the plaintiff on 01.03.2000 for a sale consideration of Rs.6,83,000/- and on receipt of the entire sale consideration, the plaintiff was put in possession of the entire suit schedule property. On the very same day, the said Amirdammal and the defendants 1 to 7 and 9 jointly executed a Power of Attorney appointing the plaintiff as their power agent and the same was registered as Doc. No.51 of 2000 on the file of Sub Registrar Office, Walaja to sell the Plots No.1, 10, 11,12 and Plots Nos. 60 to 102 and shopping plots I, II, III totaling to 50 Plots in the

approved lay out bearing Nos.LP/DDP No.918/94 in S.No.801/2, S.No.822/1A and S.No.803/5 S.No.802/1 to an extent of Ac.7.39 cents. As on date, the plaintiff is in possession and enjoyment of suit schedule property and the sale agreement and the Power of Attorney executed in favour of the plaintiff is acted upon and partly performed.

b). As entire sale consideration was received by the said Amirdammal. and the defendants 1 to 7 and 9 under sale agreement dated 01.03.2000, the plaintiff is entitled to sell the plots as the Power of Attorney Agent dated 01.03.2000 with regard to Plot No. 1,10,11,12 and 60 to 102 and shopping Plots I, II and III . Accordingly the plaintiff executed a sale deed in respect of Plot 1 in favour of one Rani registered as Doc. No.1395/04, in respect of the Plot No.74 in favour of one Parvathy registered as Doc. No. 1394/2004, Plots No.70,71, 72, 73 in favour of one Parthasarathy registered as Doc. No. 1440 of 2004 and in respect of Plots No. 1, 10,11, 12 in favour of Rani registered as Doc. No. 1439/2004 and the plaintiff is entitled to sell the rest of the plots contained in the approved layout as per the power given to him as per Power of Attorney deed dated 01.03.2000 registered as Doc. No.51/2000. After the execution of the agreement of sale dated 01.03.2000 the above said Amirdammal died.

c). Even after the demise, the plaintiff continued as the Power Agent in respect of properties covered under the Doc. No.51/2000 as the defendants 1 to 7 and 9 are the only legal heirs of the said Amirdammal and moreover the said power given to the plaintiff was coupled with interest as the entire sale consideration was received by Amirdammal and

the defendants 1 to 5 to 7 and 9 under the sale agreement dated 01.03.2000 and the sale against any power of attorney dated 01.03.2000 is binding on the defendants 1 to 7 and 9 even after the demise of Amirdammal as they jointly executed the said sale agreement and power is coupled with interest. The Power of Attorney dated 01.03.2000 registered as Doc. No.51 of 2000, was canceled by the defendants 1 to 7 and 9 under the cancellation of Doc. registered as Doc. No.98 IV/03 dated 16.4.2003.

d). Further the said Amirdammal and Narayana Pillai and the defendants has not intimated the Cancellation of the Power of Attorney dated 01.03.2000 and the cancellation of Power of Attorney Deed under Doc. No.98.IV/2003 dated 16.4.2003 is illegal, unlawful and not binding on the plaintiff as the Power of Attorney given to the plaintiff on 01.03.2000 under Doc. No.51 of 2000 is acted upon and the total sale consideration was received by the Vendors as per the sale agreement dated 01.03.2000. After cancellation of power given to the plaintiff, the defendants 1 to 5, 7 and 9 have executed a sale deed in favour the 6th defendant in respect of shopping Plots I, II, III and Plot No.1,2, 4, 5, 6, 10, 11, 12, 13, 14, 15,16, 67, 68, 69, 70, 71, 72, 73, 74, 87, 88, 89, 90, 91, 95 under Doc. No.5002 of 2010 on the file of S.R.O. Walaja.

e). The defendants 1 to 5, 7 and 9 have already executed a Sale Deed in favour of 6th defendant in Doc. No.166/2009 and the same was canceled by the defendants 1 to 5, 7 and 9. The defendants 1 to 7 and 9 are habitually executing the sale deeds knowing very well that they has no right to execute the sale but they do so only in order to create encumbrances over

the properties. As per the cancellation dated 16.4.2013, the cancellation of the power applicable only to the shopping plots 1 to 3, Plots 33 to 35 and 37 to 40. In fact as per the Power of Attorney deed dated 01.03.2000, no power was given to the plaintiffs in respect of the plots 37 to 40 and 33 to 35. The defendants 1 to 7 and 9 has no right whatsoever in respect of the properties covered under the power given to the plaintiff under Doc. No.51 of 2000 dated 01.03.2000 on the file of SRO, Walaja, Vellore District. But the defendants 1 to 7 And 9 are threatening the plaintiffs for dire consequences and trying to trespass into the properties covered under Power of Attorney given to him under Doc. No.51 of 2000 dated 01.03.2000 on the file of SRO, Walaja, Vellore District.

f). The cancellation deed of the power of attorney executed by the defendants 1 to 7 and 9 registered as Doc. No.98 IV/03 dated 16.4.2003 and subsequent the sale deeds executed by the defendants 1 to 5, 7 and 9 in favour of the 6th defendant are null and void and not binding on the plaintiff. The plaintiff is having the every right to execute the sale deed in favour of the third parties as per the Power of Attorney dated 01.03.2000 registered as Doc. No.51 of 2000 on the file of SRO, Walaja, Vellore District and the plaintiff is entitled for declaration that he is the power of attorney in respect of the properties covered under Power of Attorney registered in Doc. No.51 of 2000 dated 01.03.2000 and to deal with the same.

g). The defendants 1 to 5, 7 and 9 are trying to trespass into the properties and disturb the peaceful possession and enjoyment of the

properties more fully described in the schedule hereunder. Hence the defendants 1 to 5, 7 and 9 are to be prevented by way of permanent injunction restraining them from dispossessing plaintiff from the suit schedule properties. Hence, this suit.

3. The brief averments of the written statement filed on behalf of the defendants by the 1st defendant is as follows:-

The plaint filed by the plaintiff is false, frivolous, vexatious and not sustainable neither in law nor on facts. The defendant stoutly denies the averments stated in the plaint save those that are specifically admitted hereunder and the plaintiff is put to strict proof of the same. It is admitted that the properties mentioned in the plaint stood in the name of Late Amirdammal, Kannapillai and Narayana Pillai and all the lands are situated in Vannivedu village limits. It is false to state that the late Amirdammal, Narayanapillai and defendants 1 to 7 entered into a sale agreement with the plaintiff on 1.03.2000. But it is true that the above said Amirdammal, Narayana Pillai and defendants 1 to 7 gave power to the plaintiff to sell the schedule mentioned property and to give the sale consideration amount and accounts to the defendants and the above said Amirdammal and Narayana Pillai. While executing the power of attorney deed, the plaintiff requested the said Amirdammal, Narayana Pillai and 1 to 7 defendants to give some signed stamp papers to get approval from the Government and Vannivedu panchayat . Hence 1 to 7 defendants, Amirdammal and Narayana pillai gave number of stamp papers duly signed by them. The total extent of the properties is Ac 7.39 cents and the defendants, Amirdammal and Narayana Pillai gave power for all the properties. But after obtaining the power from

the above said persons, the plaintiff started to show his colour and started to act as per his whims and fancies. After he sold the plots 1, 10, 11, 12 and 60 to 201 and shopping plots I, II and III, the 1 to 7 defendants, Amirdammal and Narayana pillai, asked the plaintiff to give the amount but the plaintiff evaded to pay the sale consideration amount and to give the accounts to the 1 to 7 defendants, Amirdammal and Narayana pillai. It is true that the above said Amirdammal died after executing the power deed infavour of the plaintiff. Except 1.55 acres in 802/1 and 1.33 acres in S. No.803/5, the rest of the properties stands in the name of Amirdammal, hence immediately after the death of the executor of power of Attorney, the power deed became seized and it is became infructuous. Hence the sale deed executed by the plaintiff after the death of Amirdammal are not valid in the eye of law. Now to justify the sale deeds executed by the plaintiff, he has taken forged instrument viz alleged sale agreement. The 1 to 7 defendants, Amirdammal and Narayana Pillai did not execute any sale agreement to the plaintiff. Now to cheat the defendants, the plaintiff forged the sale agreement and filed the same in this suit and the said sale agreement will not bind on the defendants. The plaintiff has no right to alienate the properties which belongs to the defendants. Further the defendants have cancelled the power given to the plaintiff on 16.04.2003 as per the Doc. registered in No. 98 IV/2003 and the same was duly intimated to the plaintiff by the defendants. The defendants immediately after canceling the power of attorney intimated to the plaintiff over phone and in person. On hearing the news, the plaintiff intimidated the defendants and warned them to face dire consequences. It is false that the plaintiff handed over the sale consideration amount to the defendants. It is true that the defendants 1 to 5

and 7 executed sale deed infavour of 6th defendant along with Narayana Pillai including the shopping plots I, II,III and 1, 2, 4, 5, 6, 10, 11 to 16, 67 to 74, 87 to 91 and 95 under the Doc. No.5002/2010 on the SRO Walajapet. The said deed executed infavour of 6th defendant is for the convenience to sell the above plots to third persons since some of the defendants are working away from Walajapet. As per the plaint, the plaintiff himself candidly and categorically admitted that as per the cancellation deed dated 16.04.2013, shopping plots 1, 2 and 3 and plots 37 to 40 and plots 33,34,35 are applicable and the power was not given to him to the plots 37,38,39,40,33,34 and 35. The plaintiff has admitted the same only to swallow the sale consideration amount and to justify the alienation after the death of the late Amirdammal who died nearly 13 years back i.e., on 29.07.2006. Whenever the defendants asked about the sale consideration amount from the plaintiff, he gave prevaricating versions to the defendants and evaded to pay the same. After the death of Amirdammal, the plaintiff tried to sell some more plots and at that time the defendants preferred police complaint but the plaintiff influenced the police and tried to enter into the properties. Hence the defendants restrained the plaintiff from entering into the properties. After cancellation of the power deed, the defendants 1 to 5 and 7 have every right to do any type of alienation over the property. The alleged sale agreement is a forged document. In the power deed, the schedule mentioned properties were not sub-divided or not parted as plots. Amirdammal, Narayana Pillai and 1 to 7 defendants executed the power deed for the total extent of the properties 7.39 acres. If the sale agreement was executed on the very same day, the schedule property also should be in acres but in the sale agreement the properties are

parted into plots. So on 01.03.2000, the sale agreement was not executed. The defendants are always in the possession and enjoyment in the suit properties but the plaintiff hails from Virugambakkam, Chennai so he is the alien to the suit properties. Hence the suit filed by the plaintiff is liable to be dismissed and the plaintiff may directed to pay the sale consideration amount and he should be directed to cancel the sale deeds executed after the death of Amirdammal. Hence, prays for dismissal.

4. Based on the pleadings of both sides, the trial court settled the following issues for consideration :-

1. Whether the plaintiff is entitled for declaration, declaring him as Power Agent as per the General Power of Attorney deed, dated 01.03.2000 ?

2. Whether the plaintiff is entitled for declarations, declaring the Cancellation of Power of Attorney deed dated 16.04.2003 and Subsequent Sale Deed dated 13.07.2010 in favour of 6th defendant as null and void?

3. Whether the plaintiff is entitled to permanent injunction as prayed for ?

4. To what other relief the plaintiff is entitled to?

5. Evidence let in before the trial court :

On the plaintiff side, 4 witnesses were examined as PW1 to PW4 were examined and 13 Doc.s were marked as Ex.A1 to Ex.A13.

On the defendants side, 2 witnesses were examined as DW1 and DW2 and no documents were marked on the side of defendant.

One document was marked as court exhibit namely Ex.X1.

6. Findings of the trial Court:

a). On consideration of pleadings, oral and documentary evidences produced by the plaintiff and after hearing the arguments of both sides, the trial court has partly dismissed the suit for permanent injunction but granted declaratory reliefs without cost by judgment and decree dated 15.03.2019.

b). Having aggrieved by the said judgment and decree, the defendants preferred appeal in A.S.No.5/2019 and the plaintiff preferred appeal in AS.No.14/2021. The above two appeals were jointly tried and a common judgment was passed by this court on 23.11.2021. As per the common judgment passed by this court on 23.11.2021, the appeal filed by the defendants in A.S.No.5/2019 was allowed and the appeal filed by the plaintiff in A.S.No.14/2021 was dismissed. Aggrieved by the same, the plaintiff filed two appeals in S.A.No.193 of 2022 and S.A.No.499 of 2022 before the Hon'ble High Court of Madras and the Hon'ble High Court of Madras was pleased to remit back both the A.S.No.5/2019 and A.S.No.14/2021 for fresh disposal as per the directions given in its common judgment in S.A.No.193 of 2022 and S.A.No.499 of 2022 dated 21.03.2024 and now after affording opportunities to both sides to let in evidence and after hearing both sides, the above appeals are taken up today for disposal.

7. Grounds of Appeal in AS.No.5/2019:

The judgment of the trial court is contrary to law, weight of evidence and probabilities of the case. The trial court has not properly framed the proper and necessary issues and the issues framed are defective. The trial court ought to have dismissed the suit in full on appreciating the evidence and documents filed by the appellants/defendants. The trial court erred in not considering the evidence of appellant/defendants and their witnesses examined before the trial court and the trial court passed the decree and judgment without considering evidence of the appellants and the documents filed by the appellant/defendants. The trial court went on to pass a partial decree and judgment on believing the versions submitted by the plaintiff's counsel. No clinching evidence adduced by the respondent before the trial court and the suit filed by the respondent/plaintiff was purely barred by limitation and the trial court partly decreed by way of declaring the power to the respondent, declaring that the cancellation of power deed not valid and execution of sale deed in favour of 6th appellant as not correct but dismissed the suit by way of not granting permanent injunction against the appellants. The power given to the respondent/plaintiff was canceled by the appellants/defendants on 16.04.2003 itself and the appellants/defendants tried to convey the cancellation message to the respondent but the appellants could not able to trace the respondent's address. The respondent/plaintiff's whereabouts were not known to the appellants and the respondent/plaintiff didn't inform the same to the principals. In that aspect, the trial court has closed its eyes to pass the impugned decree and judgment. The trial court passed a perverse

decree granting all the reliefs to the respondent/plaintiff and not granting permanent injunction against the appellants. So the decree passed by the trial court is not useful to both the parties. The trial court ought to have perused the entire documents filed by the appellants/defendants. The trial court decided the case very hastily and perversely. The trial court passed the decree without considering the evidence of the appellants and the records filed by the appellants. The respondent/plaintiff has registered all the documents in the very same day. As per the Power of Attorney Act, principals can execute the power of attorney deed to their agent to execute the work what are all mentioned in the power deed. But the above respondent/plaintiff from the beginning planned to cheat the appellants. The respondent/plaintiff got the sale agreement from the appellants for all the properties mentioned in the suit. And the respondent stated in his plaint and evidence that he paid the entire sale consideration amount to the appellants, but at the time of execution of all documents, the appellants executed a power deed to half of the property to one Goutham it is known to the respondent/plaintiff. The trial court not considered the mischief played by the respondent/plaintiff and shut its eyes to pass the decree and judgment. In the power deed it was clearly mentioned that on 01.03.2000 no amount was paid to the principals towards the power given to the respondent. But on the very same day the respondent entered into a sale agreement with the appellants/defendants and apart from that the respondent also obtained registered "WILL" in favour of him for the suit property from late Amirdammal. Amirdammal has already executed a settlement deed to her sons i.e., the appellant No.5 and 9 hearing and as per the Transfer of Property Act, the settlement deed cannot be canceled but the

respondent in order to get a forged document, has taken the old lady and canceled the settlement deed without her knowledge on the very same day on 01.03.2000 itself. The trial court failed to look into all the documents filed by the respondent. The Amirdammal has grandsons, grand-daughters and two sons so there is no necessity to execute a WILL in favour of an unknown person. There are 7.39 acres of land owned by the 5th and 9th appellant and their parents but the power given to the respondent plaintiff is only for 2.06 cents i.e., 50 house sites. WILL executed by Amirdammal comprised only 3.64 acres. Hence the documents executed in favour of respondent itself contra to his case. If the court believes the sale agreement, the respondent is entitled for 2.06 acres, if the court believes the WILL, the respondent is entitled for 3.64 acres and if the court believes the power deed, the respondent/plaintiff entitled for 50 house sites comprised with 2.06 acres. The sale agreement is very vague and it does not contain clear picture about the plots in which power was given to this respondent. The trial court without considering the above said facts and principles of law partly decreed the suit in favour of the respondent/plaintiff as against the appellant/defendants by way of presumption. To pass the decree in favour of the respondent/plaintiff, trial court invoked evidence act section 101. But in this case, burden is always on the shoulder of the respondent since the appellants denied very execution of the sale agreement and will, so the burden of proof is always on the shoulder of respondent/plaintiff but to pass the perverse decree, trial court found new principle that the burden shifted to appellant's shoulder. The trial court failed to note that in the legal heirs of Amirdammal and Kanna Pillai few more minors are left to be added as parties in the suit. In the oral evidence of appellant side witnesses no

admission was made in their cross examination despite trial court gave findings in the decree and judgment that defendants admitted their signature. Mere admission of the signature would not validate the documents since there are contra versions made among the documents filed by the respondent/plaintiff before the trial court. The appellants executed the cancellation of power in the year 2003 itself and clearly explained that the respondent ran away from Walajapet by closing his office. If the respondent/plaintiff paid the sale consideration, he could have issued a notice to the appellants to perform their part contract but the respondent not done so hence there is something fishy in it that is why respondent kept silent for nearly 12 years. The other defendants executed a sale deed in favour of Appellant No.6 in the year 2010. If at all the respondent wanted to cancel the sale deed, he has to file the suit to cancel the sale deed within 3 years. Further the sale agreement was executed in the year 2000 and the respondent ought to have to file the suit for specific performance of contract within 3 years to get the sale deed to be registered but the respondent/plaintiff failed to file the suit. So in all the aspects the respondent has no locus-standi to get the relief prayed in the suit. Hence, the judgment and decree in O.S.No.85/2015 dated 15.03.2019 is liable to be set aside and prays for allowing the appeal with costs.

8. Submissions of the Appeal Respondents in A.S.No.5/2019:

The Learned Counsel for the respondents during his arguments argued that once the defendants explicitly admitted their signatures in the Sale Agreement (i.e., Ex.A4), the burden of proof shifted entirely to them

under Sections 101 and 102 of the Indian Evidence Act to establish their claims of fraud. The Learned Counsel for the respondents also argued that if the defendants had infact signed in blank stamp papers and the same was subsequently been misused for the creation of Ex.A4, they ought to have immediately lodged a police complaint or initiated appropriate legal proceedings against such alleged misuse but no police complaint, criminal case, or civil proceedings were ever initiated by any of the defendants challenging the alleged misuse of their signatures. Significantly, the evidence of PW.4, the Doc. Writer, supports and corroborate the due execution of the transaction. The complete absence of any contemporaneous complaint, coupled with the evidence of PW.4 and the admitted signatures of the defendants, clearly establishes that Ex.A4 is a genuine and valid agreement executed by the parties and not a fabricated document as falsely alleged by the defendants. The challenge against the hand-filled consideration amount in the typed layout format of Ex.A4 is entirely misplaced. The Learned Counsel for the respondents also argued that it is standard real-time practice in rural property transactions to fill in final figures by hand at the time of execution, and this does not invalidate the deed when signatures are admitted by the executioners. The trial court's finding that possession was not delivered because the word "possession" was missing from the text of the Sale Agreement completely contradicts the evidence and physical reality. The Learned Counsel for the respondents also argued that the 6th defendant (DW1) explicitly admitted that the plaintiff continued to lay out and sell plots to third parties even after 2003, which is physically impossible without actual and constructive possession being handed over on 01.03.2000. In a massive and binding admission at

paragraph 16 of his deposition, DW1 explicitly stated, “From the date we executed the Power of Attorney to Rajan until today, the properties mentioned are in the possession/enjoyment of Rajan only, and that is why we have not obstructed his possession till date.” which completely seals the issue of possession entirely in favour of the Respondent/Plaintiff. The Learned Counsel for the respondents also argued that taking into account, the verified exhibits Ex.A1 to Ex.A13, the clear admissions of fraud, possession, and lack of notice by DW1 and DW2 and the settled possession of the plaintiff from 01.03.2000 to till date, this appeal suit in A.S.No. 05 of 2019 filed by the appellants/defendants is to be dismissed.

9. Grounds of Appeal in A.S.No.14/2021:

The judgment and decree passed by trial court in OS.No.85/2015 dated 15.03.2019 in not granting permanent injunction prayed by the plaintiff as against the defendants 1 to 7 and 9 is illegal, unlawful and unsustainable. The trial court has not properly understood the contents of the sale agreement dated 001.03.2000 marked under Ex.A4 and to appreciate the same. The trial court has failed to consider that the recitals under Ex.A4 clearly establishes the possession of the property handed over to the appellant/plaintiff on 01.03.2000 itself and at the execution of the sale agreement and thereby the agreement has been partly performed under section 153-A of the Transfer of Property Act. The trial court has committed error to say that the sale agreement Ex.A4 does not disclose that the possession has been given to the plaintiff. After coming to the conclusion that the Power of Attorney under Ex.A5 is valid and the cancellation of the Ex.A5 under Ex.A10 is null and void, the trial court has

committed an error to hold that the possession of the property under Ex.A4 is not handed over to the plaintiff. After declaring that the Ex.A4, Ex.A5, Ex.A7, Ex.A8 and Ex.A9 are valid and the trial court ought to have considered that the plaintiff is in possession of the property under Ex.A4 and granted permanent injunction as against the defendants 1 to 7 and 9. The trial court has failed to consider that the entire sale consideration was received by the defendants 1 to 7 and 9 and their part performance is only to execute sale deed in favour of the plaintiff. The trial court has failed to consider that the balance of convenience is in favour of plaintiff and the plaintiff is entitled for the permanent injunction and ought not to have denied the prayer of the plaintiff for granting permanent injunction. The trial court ought to have granted the injunction in respect of the properties under Ex.A4 to the plaintiff. The trial court has failed to consider that a serious prejudice and hardship will be caused to the plaintiff in not granting injunction. Hence, the judgment and decree in O.S.No.568/2007 dated 17.11.2022 is liable to be set aside and prays for allowing the appeal with costs.

10. Submissions of the Appeal Respondents in AS.No.14/2021:

In this case, the Learned Counsel for respondents argued that no clinching evidence adduced by the appellant before the trial court and the suit filed by the appellant/ plaintiff was purely barred by limitation. The Learned Counsel for respondents also argued that the trial court passed a perverse decree granting all the reliefs to the appellant/plaintiff and not granting permanent injunction against the respondents and the decree passed by the trial court is not useful to both the parties. The Learned

Counsel for respondents also argued that appellant/plaintiff has registered all the documents in the very same day and in the power deed it was clearly mentioned that on 01.03.2000 no amount was paid to the principals towards the power given to the appellant but on the very same day appellant entered into a sale agreement with the respondents/defendants stating that entire sale consideration was paid and apart from that the appellant also obtained registered "WILL" in favour of him for the suit property from late Amirdammal. The Learned Counsel for respondents also argued that the said Amirdammal has already executed a settlement deed to her sons i.e., the appellant No.5 and 9 hearing and as per the Transfer of Property Act, the settlement deed cannot be canceled but the respondent in order to get a forged document, has taken the old lady and canceled the settlement deed without her knowledge on the very same day on 01.03.2000 itself. There are 7.39 acres of land owned by the 5th and 9th respondents and their parents but the power given to the appellant/plaintiff is only for 2.06 cents i.e., 50 house sites. WILL executed by Amirdammal comprised only 3.64 acres. Hence the documents executed in favour of appellant itself contra to his case. The Learned Counsel for respondents also argued that sale agreement is very vague and it does not contain clear picture about the plots in which power was given to this appellant and the trial court without considering the above said facts and principles of law partly decreed the suit in favour of the appellant/plaintiff as against the respondents/defendants by way of presumption and to pass the decree in favour of the appellant/plaintiff, the trial court invoked evidence act section 101. But in this case, burden is always on the shoulder of the appellant since the respondents denied very execution of the documents. The

respondents denied the very execution of the sale agreement and WILL so the burden of proof is always on the shoulder of appellant/plaintiff but to pass the perverse decree, the trial court found new principles that the burden shifted to respondent's shoulder. The Learned Counsel for the respondents also argued that in the oral evidence of respondent side witnesses, no admission was made in their cross examination despite trial court gave findings in the decree and judgment that defendants admitted their signature. Mere admission of the signature would not validate the documents since there are contra versions made among the documents filed by the appellant/plaintiff before the trial court. The Learned Counsel for the respondents also argued that if at all the appellant wanted to cancel the sale deed executed by the respondents, he ought to have filed the suit to cancel the sale deed within 3 years and if the sale agreement was executed in the year 2000 as alleged, the appellant ought to have filed the suit for specific performance of contract within 3 years to get the sale deed to be registered in his name but the appellant/plaintiff failed to file the suit. So in all the aspects the appellant has no locus-standi to get the relief prayed in the suit. Hence, the judgment and decree in O.S.No.85/2015 dated 15.03.2019 is liable to be set aside with regard to the relief of declarations as well and the appellant/plaintiff is not entitled for any relief as prayed in the plaint.

11. Evidence letin by both parties in A.S.No. 5/2019:

a). In A.S.No 5/2019 alone both parties letin evidence and the 6th appellant ie., the 6th defendant in main suit letin evidence as PW1 and relied on 11 Doc.s marked as Ex.P1 to Ex.P11 and the respondent i.e., the

plaintiff in main suit let in evidence as RW1 and relied on 4 documents marked as Ex.R1 to Ex.R4. On perusal of exhibits filed by both sides it is clear that, Ex.P1 is the Certified copy of General Power of Attorney in favour of plaintiff's father Shankar, dated 24.03.2000, Ex.P2 is the Certified copy of sale deed in the name of Parvathy, dated 05.04.2004, Ex.P3 is the Certified copy of sale deed in the name of Rani, dated 05.04.2004, Ex.P4 is the Certified copy of sale deed in the name of Mala, dated 05.04.2004, Ex.P5 is the Certified copy of sale deed in the name of Mala, dated 05.04.2004, Ex.P6 is the Certified copy of sale deed in the name of Rani, dated 05.04.2004, Ex.P7 is the Certified copy of sale deed in the name of Parthasarathi, dated 07.04.2004, Ex.P8 is the Certified copy of General Power of Attorney executed by Parthasarathi in favour of Rajan, dated 22.03.2016, Ex.P9 is the Certified copy of General Power of Attorney executed by Rani in favour of Rajan, dated 22.03.2016, Ex.P10 is the Certified copy of General Power of Attorney executed by Rani in favour of Rajan, dated 22.03.2016 and Ex.P11 is the Legal Notice, dated 22.03.2016.

b). Further on perusal of documents marked on the side of the respondent i.e., the plaintiff in the main suit, it is clear that Ex.R1 is the Original General Power of Attorney, dated 10.11.1995, Ex.R2 is the Copy of Encumbrance Certificate from 1995 to February 2026, Ex.R3 is the Certified copy of Settlement deed, dated 29.09.1967, Ex.R4 is the Certified copy of Cancellation of Settlement deed, dated 02.03.2000.

12. Points for consideration in this appeal in A.S No.5/2019 and A.S No.14/2021 :

Upon considering the rival submissions, this court has framed the following points for consideration:

1. Whether the plaintiff has proved his case that the General Power of Attorney dated 01.03.2000 was coupled with interest?

2. Whether the judgment of trial court in granting the relief of declarations as prayed by the plaintiff is proper?

3. Whether the judgment of trial court in denying the relief of permanent injunction as prayed by the plaintiff is proper?

4. Whether the judgment of the trial court warrants any interference and the appeals are to be allowed as prayed for?

13. Answers to the point No.1:-

a) It is an appeal as against the judgment and decree of the Learned Additional District Munsif, Vellore dated 17.11.2022 passed in O.S No. 568/2007. The defendants before the trial court are the appellants in A.S No.5/2019 and the plaintiff is the respondent in A.S No. 5/2019. Further the plaintiff in trial court is the appellant in A.S No. 14/2021 herein and the defendants are the respondents in A.S No. 14/2021. For the purpose of clarity the parties are referred as per their status in the trial court.

b) According to the plaintiff, the agricultural land bearing Punja S.No.801/2, to an extent of Ac. 1.50 cents and in S.No.822/1A to an extent of Ac. 1.92 cents was owned by Amirdammal wife of Kanna Pillai and an extent of Ac.1.55 cents in S.No.801/2 was owned by Kanna Pillai and

S.No.803/5 to an extent of Ac.1.13 cents belongs to Narayana Pillai son of Kanna Pillai and the said lands are situated at No.89, Vannivedu Village, Walaja Taluk, Vellore District. After demise of Kanna Pillai, his land bearing S.No.801/2, to an extent of 1 acre and 55 cents was inherited by his legal heirs Amirdammal and the defendants 1 to 7 and 9, Amirdammal and the defendants 1 to 7 and 9 entered into an agreement of sale with the him on 01.03.2000 for a sale consideration of Rs.6,83,000/- and on receipt of the entire sale consideration he was put in possession of the entire suit schedule property on the same day. Further the said Amirdammal and the defendants 1 to 7 and 9 and defendants jointly executed the Power of Attorney appointing him as their power agent and the same was been registered as Doc. No.51 of 2000 on the Sub Registrar Office, Walaja to sell the Plots No.1, 10, 11,12 and Plots Nos. 60 to 102 and shopping plots I, II, III totaling to 50 Plots in the approved lay out bearing Nos.LP/DDP No.918/94 in S.No.801/2, S.No.822/1A and S.No.803/5 S.No.802/1 to an extent of Ac.7.39 cents. As on date, he is in possession and enjoyment of suit schedule property and the sale agreement and the Power of Attorney executed in his favour is acted upon and partly performed.

c). As entire sale consideration was received by the said Amirdammal. and the defendants 1 to 7 and 9 under sale agreement dated 01.03.2000, he is entitled to sell the plots as the Power of Attorney Agent dated 01.03.2000 with regard to Plot No. 1,10,11,12 and 60 to 102 and shopping Plots I, II and III . After the execution of the agreement of sale dated 01.03.2000 Amirdammal died. The plaintiff further contends that even after the demise, he continued as the Power Agent in respect of

properties covered under the Doc. No.51/2000 as the defendants 1 to 7 and 9 are the legal heirs of the said Amirdammal and moreover as the said power given to him coupled with interest.

d). On the other hand, the defendant admits that the properties mentioned in the plaint stood in the name of late Amirdammal, Kannapillai and Narayana Pillai and all the lands are situated in Vannivedu village limits but denies that they never entered into a sale agreement with the plaintiff on 1.03.2000. The defendants admits that they gave power to the plaintiff to sell the schedule mentioned property but they directed him to give the sale consideration amount and accounts to the defendants and the above said Amirdammal and Narayana Pillai. Whereas the plaintiff at the time of execution of the power of attorney deed in his favour requested them, the above said Amirdammal and Narayana Pillai to give some signed stamp papers to get approval from the Government and Vannivedu panchayat. But after obtaining the power from them, the plaintiff started to show his colour and started to act as per his whims and fancies and after he sold the plots 1, 10,11,12 and 60 to 201 and shopping plots I, II and III they asked the plaintiff to give the amount but the plaintiff evaded to pay the sale consideration amount received by him and also the accounts to them, Amirdammal and Narayana pillai. The defendants admits that Amirdammal died after executing the power deed infavour of the plaintiff and except 1.55 acres and 1.33 acres in S. No.803/5, the rest of the properties stands in the name of Amirdammal. Hence immediately after the death of the executor of power of Attorney the power deed became seized and it is became infructuous and the sale deed executed by the plaintiff

after the death of Amirdammal are not valid in the eye of law. Now to justify the sale deeds executed by the plaintiff he has taken forged instrument viz alleged sale agreement. Neither they nor the above said Amirdammal and Narayana Pillai execute any sale agreement in favour of plaintiff but in order to cheat them the plaintiff he has forged the sale agreement by using the blank signed stamp papers given by them to get approval from Government and panchayat and filed this suit using the same. Hence the sale agreement will not bind on them. The defendants also contends that the plaintiff has no right to alienate the properties which belongs to them as they have cancelled the power given to the plaintiff on 16.04.2003 as per the Doc. registered in No. 98 IV/2003 and the same was also duly intimated to the plaintiff by them over phone and in person. On hearing the news, the plaintiff intimidated them and warned them to face dire consequences. After the death of Amirdammal, the plaintiff tried to sell some more plots and they preferred police complaint but the plaintiff influenced the police and tried to enter into the properties. Hence they restrained the plaintiff from entering into the properties. In the Power deed, the schedule mentioned properties were not sub-divided or not parted as plots. Amirdammal, Narayana Pillai and 1 to 7 defendants executed the power deed for the total extent of the properties 7.39 acres. If the sale agreement executed on the very same day, the schedule property also should be in acres but in the sale agreement the properties are parted into plots so it is clear that on 01.03.2000 sale agreement was not at all executed.

e) According to the plaintiff, he was granted power of attorney with

regard to the suit schedule mentioned property vide Doc. No. 51 of 2000 and further the defendants 1 to 7 and 9 along with Amirdammal also executed an unregistered sale agreement in his favour on the same day. The plaintiff also contends that the deceased Amirdammal also executed a Will in his favour on the same day after canceling her earlier settlement deeds with regard to the suit property. Now as per the plaintiff he claims interest over the suit property as a Power of Attorney agent, Agreement holder and also beneficiary of the Will.

f). In this case, on perusal of documents marked as Ex.P1 to Ex.P11 in A.S No. 5/2019 it is clear that Ex.P1 is the Power of Attorney Deed in favour of the plaintiff and Ex.P2 to P7 are the sale deeds executed by the plaintiff in the capacity of Power of Attorney agent and further Ex.P8 to P10 are the Power of Attorney deed executed by the purchasers referred in Ex.P2 to P7 once again in favour of plaintiff. On relying on the above documents the appellants/defendants in A.S No.5/2019 argued that the same reveals that the sale deeds executed by the plaintiff vide Ex.P2 to P7 are sham and nominal deeds in order to defeat their rights inspite of knowledge about the cancelation deed executed by them and that he has no right to sell the property mentioned in the Power of Attorney deed marked as Ex.A5 in the suit after the knowledge of death Amirdammal and also the execution of cancellation deed for cancelling the Power of Attorney. Now in this case the plaintiff has relied on sale agreement dated 01.03.2000 marked as Ex.A4, the Power of Attorney deed dated 01.03.2000 marked as Ex.A5 and Will dated 01.03.2000 marked as Ex.C1 to support his case that the power granted to him is coupled with interest. On bare perusal of

Ex.A4, Ex.A5 and Ex.C1 it is clear that all are alleged to be executed on the same day.

g). On perusal of schedule of Ex.A4 and Ex.A5 it is clear that the schedule of property is described only as Plot Nos in total 7.39 cents without any specific extent and boundaries for the same and whereas in Ex.X1 Will the property is described to an extent of 3.42 cents. Further the plaintiff who letin evidence as PW1 during his cross examination on 20.07.2017 has specifically admitted that in the page 12 of Power of Attorney deed it is recited that no consideration passed in execution of Power of Attorney deed. The deposition to that effect is as follows:

"வா.சா.ஆ.5 எனது பெயரில் ஏற்படுத்திக்கொடுக்கப்பட்ட பொது அதிகாரப்பத்திரத்தில் பக்கம் 12-ல் இந்த பொது அதிகாரம் பத்திரம் முன்னிலையிலுக்கு சொத்தின் உரிமையாளர் எந்த தொகையும் பெற்றுக்கொள்ளவில்லை என்று சரத்துக்கள் எழுதப்பட்டுள்ளது என்றால், சரிதான்."

h). Further it is alleged by the plaintiff that as per the sale agreement executed on the same day, it is mentioned that entire sale consideration was received on the same day for the sale of the property described in Ex.A5 that is the power of attorney deed. But the plaintiff who letin evidence as PW1 has specifically admitted that Ex.A4 does not have any recital with regard to handing over of position of the schedule property to him and there is no reason for not executing the sale deed on the same day when entire sale consideration was paid by him as per the sale agreement

marked as Ex.A4. The deposition to that effect is as follows:

“வா.சா.ஆ.4 கிரைய உடன்படிக்கை பத்திரத்தில் உடன்படிக்கை சொத்துக்களை எனது சுவாதீனத்தில் அன்றே ஒப்படைத்துள்ளதாக சொத்தின் உரிமையாளர்கள் குறிப்பிட்டு எதுவும் எழுதிக்கொடுக்கவில்லை என்றால், சரிதான்”

"முழுக் கிரைய தொகையும் வா.சா.ஆ.4 கிரைய உடன்படிக்கை தேதியிலேயே நான் கொடுத்துவிட்டதாக ஆவணத்தில் சொல்லப்பட்டுள்ள நிலையில் அன்றைய தினமே எனது பெயரில் கிரையம் ஏற்படுத்திக்கொள்ளாதது ஏன் என்பதற்கு குறிப்பிட்ட காரணம் எதாவது உள்ளதா என்றால் குறிப்பிட்ட காரணம் எதுவுமில்லை”

i). There is no explanation given on the side of the plaintiff for this contradiction and further the plaintiff has relied on Ex.A4 alone to prove his case that the power is coupled with interest and the same cannot be unilaterally canceled. Hence it is clear that PW1 during his cross examination has clearly admitted that there is no recital in Ex.A4 regarding handing over possession of suit property to him and there is no reason for non execution of sale deed in respect of suit properties when he claims that entire sale consideration was paid by him as per Ex.A4.

j). Further the plaintiff in the trial court has summoned the Sub Registrar, Walaja to prove the will and he was examined as PW2. The sub

registrar in who's office the Will was registered can only be a witness for its registration but not a witness to the execution of the Will. Hence this court finds that the Will marked as Ex.X1 is not proved by the plaintiff in the manner known to law.

k). Further Plaintiff has examined his father as PW3 and the document writer of Ex.A4, Ex.A5 and Ex.X1 as PW4. As PW3 is the father of the plaintiff, he cannot be treated as witness without any interest and the evidence of PW3 cannot be believed as such. Further PW4 during his cross examination had deposed that as the exhibits filed in this case were prepared by him before 18 years he doesn't know the circumstances in which the same was written and on whose instructions it was prepared. The deposition to that effect is as follows:

" சுமார் 18 ஆண்டுகளுக்கு முன்பு எழுதிய ஆவணம் எனக்கு ஞாபகம் இருக்காது என்றால் சரிதான். மேற்படி ஆவணங்கள் எந்த சூழ்நிலையில் யார் சொல்லி எந்த சந்தர்ப்பத்தில் ஏற்படுத்தப்பட்டது என்று எனக்கு ஞாபகமில்லை."

l). Hence the evidence of PW4 is not in support of plaintiff case. Further the plaintiff who is the respondent in A.S No. 5/2019 relied on 4 documents on his side in the appeal and on perusal of same it is clear that Ex.R1 is the Original General Power of Attorney, dated 10.11.1995, Ex.R2 is the Copy of Encumbrance Certificate from 1995 to February 2026, Ex.R3 is the Certified copy of Settlement deed, dated 29.09.1967

and Ex.R4 is the Certified copy of Cancellation of Settlement deed, dated 02.03.2000 and there is no averments or pleadings with regard to exhibits marked as R1, R3 and R4 in the main plaint and the same cannot be relied on by the plaintiff.

m). The Learned Counsel for appellants in A.S No.5/2019 is relied on the following citations in support of his case :

1. AIR 2012 SUPREME COURT 206 – Suraj Lamp & Industries (P) Ltd.Tr.Dir Vs State Of Haryana & Anr

2. CIVIL APPEAL NOS.3266-3267 OF 2025 on the file of Supreme Court of India – M.S. Ananthamurthy & Anr Vs J. Manjula Etc.

3. 2017(3) MWN (Civil) 5 – Munirathnam & Anr Vs The District Collector Tuticorin & 4 others

4. 2014 (1) MWN (Civil) 639 – Palaniammal and others Vs K.R.C. Anbalagan and others.

5. 2017 (3) MWN (Civil) 531 – Soundarrajan Vs Vettobai(Deceased) and 4 others.

6. 2015 (3) MWN (Civil) 450 – Hemavathy Vs Udhavum Karangal rep. by Mr. Vidyasagar.

7. 2017 (3) MWN (Civil) 258 – Seethaiammal (died) and 2 others Vs Ramakrishna Asari (died) and 2 others.

8. 2017 (1) MWN (Civil) 741 – Arulmighu Sadayappasamy Temple rep. by its Hereditary Trustee, Sadayappa Gounder Vs State of Tamil Nadu rep. by the District Collector Erode.

n). The Learned Counsel for respondents in A.S No.5/2019 is relied on the following citations in support of his case :

1. AIR 1969 SC 73 – Seth Loon Karan Sethiya Vs Ivan E. John and others.

o). As the plaintiff failed to prove that Ex.A4 was executed by the defendants 1 to 7 and 9 along with one Amirdammal after receiving entire sale consideration in order to prove that the power is coupled with interest by way of proper oral and documentary evidence, this court comes to the conclusion that the plaintiff failed to prove his case that the power is coupled with interest. Accordingly this issue No. 1 is decided as against the plaintiff.

14. Answer to point no 2 and 3:

a). The case of the plaintiff with regard to the above points for consideration are that he executed sale deed in respect of Plot 1 to one Rani registered as Doc. No.1395/04, in respect of the Plot No.74 in favour of one Parvathy registered as Doc. No. 1394/2004, Plots No.70,71, 72, 73 to one Panhasarathy registered as Doc. No. 1440 of 2004 and in respect of Plots No. 1, 10,11, 12 in favour of Rani and registered as Doc. No. 1439/2004 and he is entitled to sell the rest of the plots contained in the approved layout as per the power given to him as per Power of Attorney dated 01.03.2000 registered as Doc. No.51/2000 and after the execution of the agreement of sale dated 01.03.2000 Amirdammal died but he is entitled to sell the rest of plots covered under the Power of Attorney dated 01.03.2000 registered as Doc. No.51 of 2000 but the defendants 1 to 7 and

9 have canceled the power given to him by under the cancellation document registered as Doc. No.98 IV/03 dated 16.4.2003.

b). The plaintiff further contends that the abovesaid Amirdammal and the defendants have no right to cancel the power of attorney given to him under Doc. No.51/2000 as the said power given to him is coupled with interest. The plaintiff also contends that after cancellation of power given to him, the defendants 1 to 5, 7 and 9 executed a sale deed in favour the 6th defendant in respect shopping Plots I, II, III and Plot No.1,2, 4, 5, 6, 10, 11, 12, 13, 14, 15,16, 67, 68, 69, 70, 71, 72, 73, 74, 87, 88, 89, 90, 91, 95 under Doc. No.5002 of 2010 on the file of S.R.O. Walajah.

c). The plaintiff further contends that the defendants 1 to 5, 7 and 9 already executed a sale deed in favour of 6th defendant in Doc. No.166/2009 and the same was canceled by the defendants 1 to 5, 7 and 9 and hence the defendants 1 to 7 and 9 are habitually executing the sale deeds knowing very well that the defendants 1 to 7 and 9 has no right to execute the sale but only in order to create encumbrances over the properties. The plaintiff further contends that as per the cancellation dated 16.4.2013, the cancellation of the power applicable only to the shopping plots 1,2 and 3 and Plots 37,38, 39, 40, 33, 34, 35 but in fact as per the Power of Attorney dated 01.03.2000 no power was given to him in respect of the plots 37, 36, 39, 40, 33, 34, 35. The plaintiff further contends that the defendants 1 to 7 and 9 has no right whatsoever in respect of the properties covered under the power given to him under Doc. No.51 of 2000 dated 01.03.2000 on the file of SRO, Walaja, Vellore District but the defendants 1 to 7 And 9 threatening him for dire consequences and trying to trespass into

the properties covered under Power of Attorney given to him under Doc. No.51 of 2000 dated 01.03.2000 on the file of SRO, Walajah, Vellore District.

d). The plaintiff further contends that the cancellation deed of the power of attorney executed by the defendants 1 to 7 and 9 registered as Doc. No.98IV/03 dated 16.4.2003 and subsequently the sale deeds executed by the defendants 1 to 5, 7 and 9 in favour of the 6th defendant are null and void and not binding on him. The plaintiff further contends that he is having the every right to execute the sale deed in favour of the third parties as per the Power of Attorney dated 01.03.2000 registered as Doc. No.51 of 2000 on the file of SRO, Walaja, Vellore District and he is entitled for declaration that he is the power of attorney in respect of the properties covered under Power of Attorney registered in Doc. No.51 of 2000 dated 01.03.2000 and to deal with the same.

e). The plaintiff further contends that the defendants 1 to 5, 7 and 9 are trying to trespass into the properties and disturb the peaceful possession and enjoyment of the properties more fully described in the schedule hereunder, hence the defendants 1 to 5, 7 and 9 are to be prevented by way of permanent injunction restraining them from dispossessing him from the suit schedule properties.

f). As this court, while deciding Point No. 1 already came to the conclusion that the plaintiff failed to prove that the power granted to him is coupled with interest, the case of the plaintiff that the said power cannot be canceled unilaterally is not acceptable and this court comes to the conclusion

that the plaintiff is not entitled for the relief of declaration declaring him is the power agent of the suit property as per power of attorney deed vide Doc. No 51/2000 dated 01.03.2000 on the file of S.R.O Walajah and further he is also not entitled for the relief of declaration, declaring that cancellation deed vide Doc. No 98 IV/2003 dated 16.04.2003 on the file of S.R.O Walajah executed by defendants 1 to 7 and 9 and also the subsequent sale deed vide Doc. No 5002/2010 dated 13.07.2010 executed by the defendants 1 to 5, 7 and 9 in favour of 6th defendant are null and void.

g). When the main reliefs sought by the plaintiff is itself dismissed, this court comes to the conclusion that he is also not entitled for the relief of permanent injunction as well. Hence the above Point No 2 and 3 are decided as against the plaintiff.

15. Answer to point no 4:

As the Point No. 1 to 3 are decided as against the plaintiff, the judgment of trial court in granting the relief of declarations in favour of plaintiff is not proper and the same is set aside and this court also finds that plaintiff is also not entitled for the relief of permanent injunction as well and the above appeals are decided as follows:

a). In A.S.No. 5/2019:

In the result,

1. This appeal is allowed with costs.
2. The Judgment and decree of the District Munsif cum Judicial Magistrate No.1 Court in O.S.No 85/2015 dated 15.03.2019

granting the relief of declarations in favour of plaintiff in O.S.No 85/2015 is hereby set aside and the suit filed by the plaintiff for the relief of declarations and permanent injunction is hereby dismissed.

b). In A.S.No. 14/2021:

In the result,

1. This appeal is dismissed. No costs.

2. The Judgment and decree of the District Munsif cum Judicial Magistrate No.1 Court dated 15.03.2019 in dismissing the suit in O.S.No 85/2015 with regard to the relief of permanent injunction as against the plaintiff is hereby confirmed and the suit in O.S.No : 85/2015 is dismissed in entirety.

Dictated by me, to the Steno Typist, directly typed by her in computer, corrected by me and pronounced in the open court, on this 01st day of July 2026.

**Subordinate Judge,
Ranipet.**

In A.S.No.14/2021 - List of Witnesses and Exhibits on the Appellants side and Respondents side : - NIL

In A.S.No.5/2019 - List of Witnesses on the Appellants side :-

PW1 - Thiru. Krishnan

In A.S.No.5/2019 - List of Exhibits on the Appellants side : -

Ex.P1 : Certified copy of General Power of Attorney, dated 24.03.2000.

Ex.P2 : Certified copy of Sale deed in the name of Parvathy, dated
05.04.2004.

Ex.P3 : Certified copy of Sale deed in the name of Rani, dated
05.04.2004.

Ex.P4 : Certified copy of Sale deed in the name of Mala, dated
05.04.2004.

Ex.P5 : Certified copy of Sale deed in the name of Mala, dated
05.04.2004.

Ex.P6 : Certified copy of Sale deed in the name of Rani, dated
05.04.2004.

Ex.P7 : Certified copy of Sale deed in the name of Parthasarathi,
dated 07.04.2004.

Ex.P8 : Certified copy of General Power of Attorney executed by
Parthasarathi in favour of Rajan, dated 22.03.2016.

Ex.P9 : Certified copy of General Power of Attorney executed by
Rani in favour of Rajan, dated 22.03.2016.

Ex.P10 : Certified copy of General Power of Attorney executed by
Rani in favour of Rajan, dated 22.03.2016..

Ex.P11 : Legal Notice, dated 22.03.2016.

In A.S.No.5/2019 - List of Witnesses on the Respondents side : -

RW1 - Thiru. Rajan

In A.S.No.5/2019 - List of Exhibits on the Respondents side : -

- Ex.R1 : Original General Power of Attorney, dated 10.11.1995
Ex.R2 : Copy of Encumbrance Certificate from 1995 to February 2026.
Ex.R3 : Certified copy of Settlement deed, dated 29.09.1967
Ex.R4 : Certified copy of Cancellation of Settlement deed, dated
02.03.2000

**Subordinate Judge,
Ranipet.**