



DMC ARAKKONAM

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IN THE COURT OF DISTRICT MUNSIF ARAKKONAM RANIPET DISTRICT

PRESENT:- Selvi.A.AMEENA.,BBA.,LLB(Hons)

DISTRICT MUNSIF, ARAKKONAM

Friday the 17th day of April 2026

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(CNR - TNRP080001442018)

Gunasekaran

---Plaintiff

(vs)

Nagalakshmi

---Defendant

This suit is coming for final hearing before me on 25.03.2026 in the presence of Mr.M.Veeraraghavan counsel appearing for plaintiff. Mr.A.Gopinath counsel appearing for Defendant. On perusal of entire case records having stood over for consideration till this day, this court has delivered the following:-

JUDGMENT

The suit is filed for granting a permanent injunction restraining the defendant her men, agent and servant from in any way interfering with the plaintiff peaceful possession and enjoyment of the suit property and the defendant to pay the cost of the suit.

1. Brief Averments of plaint:

1.1. The plaintiff states that the suit property more fully described in the schedule of property here under which is originally belongs to the plaintiff father Mr.S.Govindaraj having right and title over the said property he was in continues peaceful possession and enjoyment of the said property as a absolute title holder of the same. The plaintiff further states that having continues possession and enjoyment



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of the said property the Thasildar of Arakkonam had granted patta in his favour. The plaintiff further states that being an absolute title holder the plaintiff father who had executed a settlement deed in favour of the plaintiff by registered document No.7343/2007 dated 14.09.2007. The possession has been delivered to the plaintiff favour and as per the settlement deed of recitals the settlement deed.

1.2. Further states that the Thasildar of Arakkonam who had granted patta in the plaintiff name. The plaintiff had sold some extent of the settlement deed to the defendant. On having executed the sale deed by the plaintiff to in favour of the defendant the plaintiff had retaining 0.02 1/2 cents which is in the plaintiff possession so the defendant has even though she had purchased the property from the plaintiff the existing 0.02 1/2 cents stands in the name of plaintiff which cannot have any right to question about the same the defendant such a circumstances without having right and title over the suit property she had created some documents the defendant has none other than the sister of the plaintiff she had with ulterior motive with intention to grab the property from the plaintiff she had created some fabricated documents to in her favour thereby she had attempt to interfere with the plaintiff peaceful possession and enjoyment of the suit property except the plaintiff nobody has got any right and title over the suit property.

1.3. Further states that the defendant herein without having any right and title over the suit property on 10.10.2018 she had attempt to interfere with the plaintiff peaceful possession and enjoyment of the suit property by trespass in the plaintiff house and thrown out all the house hold articles belongs to the plaintiff. The plaintiff apprehend at anytime she made an attempt to interfere with the plaintiff peaceful possession and enjoyment of the suit property hence the plaintiff forced to file this suit for permanent injunction and for other relief.



2. Brief Averments Written Statement :

2.1. The defendant states that the suit schedule property originally belongs to the plaintiff's father Mr.S.Govindaraj he was in continuous peaceful possession and enjoyment of the same as an absolute title holder, and further the revenue authority also issued patta in faovur of the said Govindaraj in respect of the suit schedule property. It is true that the plaintiff's father as an absolute owner who had executed a settlement deed document No.7343/2007 dated 14.09.2007 in favour of the plaintiff and settled nanja land to an extent 0.16 3/4 cents out of the total extent of 70 cents, 0.28.5 ares of land comprised in nanja S.No.30 bounded east by Nagalakshmi land, west by lands of police sons north by lake canal and south by poramboke canal situated at Sirinamalli panchayat/nemili panchayat union, No.104 Sirinamalli village, Arakkonam taluk, within the limits of Arakkonam joint-2 sub registrar office, vellore district including the suit schedule property the suit schedule property also a portion of the above said 16 3/4 cents of nanja land pursuant to the said settlement deed the plaintiff had possessed and enjoyed the above said 16 3/4 cents of Nanja land including the suit enjoyed the above said 16 3/4 cents of Nanja land including the suit schedule property. The revenue authority also issued patta in favour of the plaintiff based on the settlement deed document No.7343/2007 in respect of the said 16 3/4 cents of land including the suit schedule property.

2.2. Further states that on 13.05.2010 the plaintiff sold through the registered sale deed document No.3842/2010 to the defendant 0.11 1/2 cents of land out of the total extent of 16 3/4 cents of land including the suit schedule property as per the settlement deed document No.7343/2007 entitled by the plaintiff and put the defendant into the possession of the said 0.1 1/2 cents of land based on the sale deed document No.7343/2007. Subsequently the plaintiff on 26.08.2010 through the registered sale deed document No.6952/2010 dated 26.08.2010 sold another 2 1/2 cents of land out of the remaining 5 1/4 cents of land after deduction of 11 1/2 cents



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of land as per the sale deed document No.3842/2010 purchased by the defendant, the defendant became as absolute owner 14 cents of land out of the said 16 3/4 cents of land as per the registered sale deed document Nos.3842/2010 and 6952/2010.

2.3. Thereafter the plaintiff converted the remaining 2 3/4 cents of land into 2 plots each plot consists of 600 sq.ft. totally 1200 sq.ft. after deduction of 14 cents of land including the suit schedule property comprised in Nanja S.No.30 situated at Sirunamalli village as stated above. Apart from that the plaintiff sold one plot to an extent of 600 sq.ft. through out of the said plots his power agent namely D.Jayakumar to one Mrs. Amul vide registered sale deed document No.8282/2009 registered on the file of Arakkonam joint-II sub registrar office. Subsequently the said N.Amul sold her plot No.6 in favour of the defendant through the registered sale deed document No.2867/2014 the plaintiff sold his another plot through his power agent namely D.Jayakumar to Chellayyan vide registered sale deed document No.8802/2009 dated 28.08.2009 registered on the file of Arakkonam Joint-II sub registrar office, Arakkonam.

2.4. Subsequently the said Chellayyan sold his plot to the defendant through the registered sale deed document No.3419/2014 dated 20.10.2014 registered on the file of Nemili Sub Registrar office, Nemili. Now the defendant became an absolute owner for the entire extent of 16 3/4 cents of land including the suit schedule property comprised in Nanja S.No.30 situated at Sirinamalli village based on the registered sale deed document Nos.3842/2010, 2867/2014 and 3419/2014 and put the defendant into possession of the above said 16 3/4 cents of land including the suit schedule property. The defendant's possession in the above said 16 3/4 cents of land including the suit schedule property is based on the title follows possession and further the defendant's said possession is lawful possession. But the defendant due to her ill health did not take any steps to change the revenue record in her name. Due to that the patta in respect of the said 16 3/4 cents of land in respect of the suit schedule



property stands in the name of the plaintiff as the original owner. Taking advantage of that patta the plaintiff suppressed all the above said facts schedule property over the suit schedule property even though the plaintiff had already sold 16 3/4 cents of land including the suit schedule property as per the particulars as stated above and filed this vexatious suit against the defendant even without possession of the suit schedule property. The plaintiff has no right title interest over the above said 16 3/4 cents of land including the suit schedule property because the plaintiff had already sold it to the defendant. Due to that the plaintiff is not entitled to get injunction against the defendant.

3. Issues:

1. Whether the plaintiff is in absolute possession and enjoyment of the suit schedule property?
2. Whether the contention of defendant that she is absolute owner of entire extent of 16 3/4 cents of land including suit schedule property and is in possession is true?
3. Whether the plaintiff is entitled to the relief of permanent injunction as claimed for?
4. To what other relief the plaintiff is entitled for?

On the side of the plaintiff the plaintiff himself was examined as PW1 through him Ex.A1 to Ex.A7 was marked. On the side of the defendants 1st defendant was examined as Dw1 through her EX.B1 and EX.B10 was marked. Further one Mr.A-gastin as Dw2 through him no exhibits were marked. Further one Mr.Kumar as Dw3 through him Ex.B11 was marked.

4.Arguments:**Plaintiff side arguments**



4.1. The learned counsel plaintiff argued that the suit is filed by the plaintiff for permanent injunction. The suit property originally belonged to plaintiff's father. Patta was along issued in name of plaintiff father and is marked as Ex.A7. S.No.30/2 total extent is 16 cent. This property is settled by plaintiff's father to in favour of plaintiff. On the same day possession was also delivered.

4.2. Further argued that defendant is plaintiff's sister. Plaintiff executed sale deed in favour of his sister for 11 1/2 cent. After execution of that sale deed, the remaining property was in name of plaintiff. Defendant had stated in his written statement that she has purchased the property from 3rd party. The patta stands in name of plaintiff, only having good faith the said sale deed was executed. The defendant has no right to enter into the rest of the suit property of plaintiff. The defendant is denying title of plaintiff which is not maintainable. The defendant admits the settlement deed executed by plaintiff's father in favour of plaintiff.

4.3. Further argued that the documents filed by defendant is created one. The original UDR patta stands in name of plaintiff's father. The plaintiff has filed all the relevant document marking his absolute possession over suit property. Hence prays to decree the suit. It is the defendant to prove that plaintiff was not in possession but defendant failed to do so.

Defendant side argument:

4.4. The learned counsel for the defendant argued that the plaintiff filed suit for permanent injunction. In schedule of property there is no mentioned the house. Through Ex.B6 plaintiff had executed sale deed in favour of defendant. In that schedule it is same as plaintiff schedule. Pw1 also admitted the same in his cross examination. Even in Ex.B6 there is no mentioning of the house. Ex.A5 to Ex.A7 shows that plaintiff is in defendant address. The plaintiff has filed 3 different address. At the time of filing the suit plaintiff is not residing in the arakkonam. In pw1 cross dated 09.03.2023 he has stated நான் வாடகை வீட்டில் உள்ளேன். Pw1 admitted



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that தற்போது என் அக்கா தான் தாவா சொத்தில் உள்ளார். He admits that defendant is residing in Arakkonam but sent summons to Kanchipuram address. The suit was filed in the year 2018 but in his cross he has stated that defendant encroached during corona period.

4.5. Further argued that in pw1 cross he stated that என் இடம் வேண்டும் என்று போட்டுள்ளேன். But have not prayed for recovery of possession. Pw1 admits that defendant had but house in the place the purchased. Only based on old patta peaceful has filed this suit. Dw1 during cross has stated that due to work she has not mutated patta in her name. Dw2 deposed in chief that defendant is being in enjoyment of suit property from the date of purchase and states that he knows plaintiff is not in possession of suit property. Plaintiff has sold the property to defendant which is proved by Ex.B6 and admitted by Pw1. Hence prays to dismiss the suit.

5.Discussion and findings:

Issue No.1 to Issue No.3 are decided together:

5.1. Heard Both sides. Perused the records. The case of the plaintiff is that schedule mentioned property originally belonged to plaintiff's father Mr.S.Govindaraj. The plaintiff's father executed a settlement deed infavour of plaintiff on 14.09.2007. On the same day itself it possession has been delivered to the plaintiff as per the settlement deed. The plaintiff had sold some extent of the settlement deed to the defendant and retained 0.02 1/2 cents.

5.2. The plaintiff further submits that on 10.10.2018 the defendant had attempted to interfere with plaintiff peaceful possession and enjoyment of suit property. Hence file suit for permanent injunction.



5.3. Per contra, the contention of the defendant is that the plaintiff's father executed a settlement deed dated 14.09.2007 in favour of plaintiff to an extent of 0.16 3/4 cents. On 13.05.2010 the plaintiff sold through registered sale deed to the defendant 0.11 1/2 cents out of 16 3/4 cents including the suit property and put the defendant in possession on 26.08.2010 through registered sale deed dated 26.08.2010 sold another 2 1/2 cents of land out of the remaining 5 1/4 cents of land after detection and 11 1/2 cents. The defendant became absolute owner of 14 cents out of 16 3/4 cents. The plaintiff converted the remaining 2 3/4 cents of land into 2 plots. The plaintiff sold one plot through his power agent namely D.Jayakumar to one Ms.N.Amul through registered sale deed. N.Amul sold her plot in favour of defendant through the registered sale deed document No.2867/2014 in which the plaintiff is one of the witness. Further the plaintiff sold his another plot through his power agent namely D.Jayakumar to Chellayan on 28.08.2009. Subsequently the said Chellayan sold his plot to defendant on 20.10.2014. The defendant became an absolute owner the entire 16 3/4 cents of land including suit property. Due to the defendant's ill health did not take steps to change the revenue records in her name. The plaintiff is not entitled to claim permanent injunction in respect of suit schedule property without proving the title of the property.

5.4. In order to prove the same the plaintiff himself was examined as PW1 and Ex.A1 to Ex.A7 were marked. On perusal of the documents, this court finds that, the plaintiffs filed Ex.A1 which is the original patta with respect to suit property in the name of plaintiff's father. Ex.A2 is the settlement deed stands in the name of the Plaintiff. Ex.A3 is the computer Patta stands in the name of the plaintiff. Ex.A4 is the Sale deed executed in favour of defendant by the plaintiff with respect to 0.11 1/2 cents in S.No.30/2 . Ex.A5 to Ex.A7 are identity card of the plaintiff.

5.5. Whereas on the side of defendants the defendant herself was examined as Dw1 and one Mr.Agastin was examined as Dw2, one Mr.Kumar was examined as



Dw3 Ex.B1 to Ex.B11 is marked on the side of the defendants. Ex.B1 is the settlement deed executed by plaintiff's father in favour of plaintiff with respect to suit property. Ex.B2 is the Settlement Deed executed by plaintiff's father in favour of Vasanthi with respect to S.No.30. Ex.B3 is the settlement deed executed by plaintiff's father in favour of plaintiff with respect to S.No.30. Ex.B4 is the Sale Deed Executed by Plaintiff in favour of Jayakumar with respect to S.No.30 600 s.q.ft. Ex.B5 is the Sale deed executed by Plaintiff in favour of defendant with respect to 0.11 1/2 cents in S.No.30. Ex.B6 is the Sale deed executed by plaintiff in favour of defendant with respect to 0.02 1/2 cents in S.No.30/2. Ex.B7 is the Sale deed executed by Vasanthi in favour of defendant with respect to 0.10 cent in S.No.30. Ex.B8 is the Sale deed executed by N.Amul in favor of defendant with respect to 600 s.q.ft. in S.No.30. Ex.B9 is the Sale deed executed by Chellayan in favour of defendant with respect to 600 sq.ft. in S.No.30. Ex.B10 is the Electricity bills in the name of defendant.

5.6. Upon perusal of rival submission this court is of opinion that 3rd issue is to determined 1st. To decide the said issue it is pertinent to note that both the plaintiff and the defendants admits that the suit property originally belonged to plaintiff's father and the plaintiff's father settled the suit property with an extent of 16 3/4 cents in favour of plaintiff. The plaintiff also admits that 11 1/2 cents was sold to defendant. But contended that the remaining 2 3/4 extent was retained by plaintiff.

It is evident from Ex.A1 survey No.30 patta stands in the name of plaintiff's father.Ex.A2 reveals that plaintiff's father executed settlement deed in the favour of plaintiff. Ex.A3 reveals that computer patta stands in the name of plaintiff with respect to survey No.30/2. The plaintiff is claiming right over the suit Schedule property through Ex.A2 though the defendant admits that the suit property was originally settled by plaintiff's father in favour of plaintiff but subsequently contended that the plaintiff has sold his entire extent to defendant through Ex.B1 to Ex.B10 which is totally denied by the plaintiff. Though the documents Ex.B1 to



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Ex.B10 shows that defendant had purchased the suit property there is no revenue records to prove her possession. On the other hand though the plaintiff had filed patta in his favour there is no revenue records in his name to prove his possession. Thus, it is evident that there is cloud over title which can be decided only through title dispute.

5.7. Though, the possession over the suit property has to be decided in this suit, from the rival contention made by the learned counsel for the plaintiffs and for the defendants and also on keen perusal of the documents filed on both sides, this court finds that there is a title dispute persisting over the suit schedule property between plaintiffs and defendants.

5.8. At this juncture, this court refer the judgment of Hon'ble Supreme Court of India in **Anathula Sudhakar Vs P.Buchi Reddy(Dead) By Lrs & Ors AIR 2008 SC 2033** held that,

“Where the plaintiff, believing that defendant is only a trespasser or a wrongful claimant without title, files a mere suit for injunction, and in such a suit, the defendant discloses in his defence the details of the right or title claimed by him, which raises a serious dispute or cloud over plaintiff's title, then there is a need for the plaintiff, to amend the plaint and convert the suit into one for declaration. Alternatively, he may withdraw the suit for bare injunction, with permission of the court to file a comprehensive suit for declaration and injunction.”

5.9. In consideration of above precedent with case in hand, though the plaintiffs filed this suit for bare injunction against the defendants considering that 1st plaintiff is claiming that they got the title of the suit property through Ex.A1 to Ex.A3 and defendant contended that the plaintiff sold entire extent to the plaintiff then, the plaintiffs in this present case ought to have amended the plaint and sought for a relief of declaration of title to the suit schedule property. But, the plaintiffs failed to seek



the relief of declaration when there is a dispute over the title of suit schedule property exist between the plaintiffs and the defendants. Hence, this Court finds that without deciding the title over the suit schedule property, granting injunction cannot be decided in the present suit. From the above discussion this court concludes that, this suit is not maintainable without seeking the relief of declaration over the suit schedule property. Accordingly, this issue No.3 is decided against plaintiffs.

5.10. As discussed in the issue no. 3, when the cloud over title persists between the plaintiffs and the defendants in respect of suit property, the relief of permanent injunction cannot be granted without deciding the title over the suit property. Hence, issue No.1 and 2 are also decided against the plaintiffs. Answered accordingly.

Issue.No.4:

Considering that Issue No.1 to Issue No.3 are decided against plaintiff, the plaintiff is not entitled to any further relief.

In the result, this suit is dismissed. No cost.

Dictated to typist directly, typed in his computer corrected and pronounced by me in the Open court on this the 17th day of April 2026.

District Munsif,
Arakkonam.

Plaintiff side Evidence

PW1 – Gunasekaran

Plaintiff side Exhibits :-

Ex.A1	-	UDR patta in the name of plaintiff
Ex.A2	14.09.2007	Settlement deed executed by the plaintiff father
Ex.A3	-	Computer patta stands in the name of the plaintiff
Ex.A4	-	Sale deed executed by the plaintiff
Ex.A5	-	Voter ID in the name of plaintiff



Ex.A6	-	Family card in the name of plaintiff
Ex.A7	-	Aadhar card in the name of plaintiff

Defendant side Evidence :-

Dw1 - Nagalakshmi

Dw2 - Agastin

Dw3 - Kumar

Defendant side Exhibits :-

Ex.B1	14.09.2007	Settlement deed No.7340/2007
Ex.B2	14.09.2007	Settlement deed No.7342/2007
Ex.B3	14.09.2007	Settlement deed No.7343/2007
Ex.B4	17.08.2009	Sale deed No.8282/2007
Ex.B5	13.05.2010	Sale deed No.3842/2007
Ex.B6	26.08.2010	Sale deed No.6952/2007
Ex.B7	13.09.2010	Sale deed No.7643/2007
Ex.B8	03.09.2014	Sale deed No.2867/2007
Ex.B9	20.10.2014	Sale deed No.3419/2007
Ex.B10	-	EB bills with EB Card
Ex.B11	-	Aadhar card of Kumar

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