

IN THE COURT OF THE PRINCIPAL DISTRICT JUDGE, THANJAVUR.

PRESENT: **Thiru.P.Velmurugan, B.A., B.L.,**
Principal District Judge, Thanjavur.

Wednesday, the 1st day of April, 2026.

(Thiruvalluvarandu 2057 Sri Visuwavasu Varudam Panguni Thingal 17th day)

Original Suit No. 238/2024

CNR No. TNTJ01 – 009929 – 2024

- (1) Shanmugam
- (2) Rajendran
- (3) Ashokkumar Jain
- (4) Manimaran
- (5) Nancy
- (6) Arockiadoss

Plaintiffs 1 to 6 are represented by their
power agent, the 7th Plaintiff, namely
Samuel Arockiaraj.

- (7) Samuel Arockiaraj

...

Plaintiffs

versus

- (1) Samsudeen
- (2) Jothimani
- (3) Jenifer
- (4) Minor Robin Jones
- (5) Minor Radam Jenis

Defendants 4 and 5 are represented by their
guardian and mother, the 3rd Defendant,
namely Jenifer.

...

Defendants

This Original Suit was taken up for final hearing before this Court on 11.03.2026, and upon hearing the arguments of Mrs.S.Thenmozhi, learned counsel appearing for the Plaintiffs, Mrs.R.Kannagi, learned counsel appearing for Defendants 2 to 5, and Mr.R.Illayaraja, learned counsel appearing for the 1st Defendant, and upon perusing the oral and documentary evidence adduced on both sides, and having stood over for consideration till this day, this Court delivered the following,

J U D G M E N T

(1) This suit has been filed by the plaintiffs under Order VII Rule 1 of the Code of Civil Procedure, 1908, praying for a declaration that the suit properties absolutely belong to the plaintiffs, and for a consequential relief of permanent injunction restraining the defendants 2 to 5 from in any manner interfering with or disturbing the plaintiffs' peaceful possession and enjoyment of the suit properties and for costs

(2) **Brief facts of the Plaint are as follows:**

(2.1) The suit properties originally belonged to Aasirpatham @ Aasirvatham, who was the absolute owner thereof. Item Nos. 1 & 4 are his ancestral properties, while Item Nos. 2 & 5 were purchased by him on 07.03.1966 under Document No. 209/1966, and Item No. 3 was purchased on 20.06.1977 under Document No. 650/1977, both registered at the Vallam Sub-Registrar Office. After acquiring the properties, he enjoyed them during his lifetime and died intestate on

06.02.1985, leaving behind his sole son Durairaj, who succeeded to the properties and continued in possession and enjoyment thereof.

(2.2) Upon the demise of Durairaj on 29.03.2017, his wife – 2nd defendant, sons namely Antoniraj, Robert, Aribut and Loganthan, and daughter namely Jenith Mary, succeeded as his legal heirs. As no partition was effected among them, the properties continued to remain as joint family properties. Subsequently, one of the sons, Robert died on 13.10.2020, leaving behind his mother - 2nd defendant, his wife – 3rd defendant and his sons – defendants 4 and 5 as legal heirs.

(2.3) Even thereafter, the family continued in joint possession and enjoyment. In terms of share, upon the demise of Durairaj, the 2nd defendant became entitled to 1/3 share, while the remaining 2/3 share devolved upon the five children, each being entitled to 2/15 share. Out of this, Robert had only 2/15 share, and upon his demise, his share devolved upon his wife, mother and children in the respective proportions.

(2.4) Owing to the absence of any independent source of income, the 3rd defendant found it difficult to maintain her minor children – defendants 4 & 5, and other family members were also facing hardship in maintaining the family. In such circumstances, all the joint family members convened and, in the interest of the minors, resolved to sell the suit properties. Accordingly, on 26.11.2021, they executed a registered General Power of Attorney in favour of Muthu, bearing Document No. 2872/2021 on the file of the Vallam Sub-Registrar Office, authorising him to deal

with the properties, including effecting sales, executing sale deeds and receiving consideration.

(2.5) Acting thereunder, Muthu executed various sale deeds on 15.12.2022 in favour of the plaintiffs, conveying the respective suit itmes for valid consideration under registered documents. These transactions were effected bonafide and for family necessity. In furtherance of welfare of the minors, the plaintiffs have also deposited substantial amounts in fixed deposits in the names of the defendants 4 and 5 in the State Bank of India, Air Force Station Branch, exceeding their proportionate entitlement.

(2.6) Thereafter, Plaintiffs 1 to 6 executed a further Power of Attorney dated 04.01.2023, registered as Document No. 40/2023, in favour of the 7th Plaintiff, authorising him, inter alia, to deal with the suit properties for the purposes of management and litigation. While so, when the 7th Plaintiff attempted to sell a portion of the suit properties to the 1st Defendant, he came to know that prior permission of the Court had not been obtained by the 2nd Defendant for the alienation of the minors' shares, and that the said sale transactions were therefore invalid.

(2.7) The said sale transactions are true, valid and binding, having been effected for legal necessity and for the benefit of the joint family, including the minors, and no prejudice whatsoever has been caused to the minors. On the contrary, their interests have been adequately safeguarded by way of deposits made in their

favour. In the facts and circumstances of the case, prior permission of the Court was not required. The acts of the 2nd Defendant are such as to affect the Plaintiffs' rights in respect of the suit properties. The Plaintiffs further apprehend that the 2nd Defendant may attempt to interfere with or obstruct their peaceful possession and enjoyment of the suit properties. Hence, the Plaintiffs have filed the present suit seeking a declaration that the suit properties belong to the Plaintiffs, along with the consequential relief of permanent injunction restraining the Defendants from interfering with the Plaintiffs' peaceful possession and enjoyment of the suit properties.

(3) Brief Facts of the Written statement filed by the 1st Defendant are as follows:

(3.1) The averments contained in the plaint are wholly incorrect and denied in toto, except those admitted in this written statement. The suit is based on false, misleading, and untenable averments and is not maintainable either in law or on facts, and is liable to be dismissed at the threshold.

(3.2) It is true that the 7th plaintiff approached the 1st defendant with a proposal to sell a portion of the suit property. The 1st defendant, upon visiting the village and making enquiries regarding title, was informed by the 2nd defendant, that in respect of the shares of the minors, no prior permission of the competent Court has been obtained by their guardian for the proposed alienation. In the absence of such permission, the sale transaction in favour of the plaintiffs are not legally valid. In

view of the same, the 1st defendant left the proposal to purchase the property.

(3.3) The 1st defendant has not, at any point, directly objected to or interfered with the plaintiffs' right over the suit properties and claims no right, title, or interest therein and has no objection to this Court adjudicating the rights of the parties in accordance with law. In any event, the suit as framed is devoid of merits and not maintainable, and is liable to be dismissed with costs.

(4) **Brief Facts of the Written statement filed by the 2nd Defendant are as follows:**

(4.1) All the suit properties originally belonged to Aasirpatham, the father-in-law of the 2nd defendant and that the details regarding his legal heirs and the shares as set out in the plaint are true. The 3rd defendant is the daughter-in-law of the 2nd defendant and defendants 4 & 5 are her grandchildren. The suit properties constitute joint family properties held by the defendants 2 to 5 along with other members.

(4.2) In these circumstances, for family necessity and maintenance of the minors, defendants 2 to 5 along with other joint family members sold the suit properties to the plaintiffs on 15.12.2022 through five separate sale deeds. However, it came to know that no prior permission of the Court had been obtained for alienating the shares of the minor defendants 4 & 5. Subsequently, when the 1st defendant approached the 2nd defendant for purchasing the properties, the 2nd defendant, without any malafide intention, informed him of the above facts. Apart from this, the 2nd defendant has no intention whatsoever to dispute or invalidate the

plaintiffs' purchase.

(4.3) The 1st defendant also has no objection to this Court determining the rights of the parties in accordance with law. In any view of the matter, the suit as filed is not maintainable. It is, therefore, prayed to dismiss the suit with costs.

(5) **Brief Facts in the Counter filed by the 3rd to 5th defendants are as follows:**

(5.1) The averments in the plaint relating to the origin of title, succession of Aasirvatham, and subsequent devolution are true and not disputed. It is admitted that the suit properties are joint family properties belonging to an undivided family consisting of defendants 3 to 5 and other members.

(5.2) In the absence of sufficient income from the properties, and particularly after the demise of Robert, the husband of the 3rd defendant and father of the defendants 4 & 5, the 3rd defendant faced serious financial difficulty in maintaining and educating the minors. The minors' share being small and incapable of convenient separate enjoyment, and the properties not being individually allotted to them, the family, out of necessity and in the interest of the minors' welfare, sold the properties to the plaintiffs on 15.12.2022 under five registered sale deeds.

(5.3) The sale was bonafide, and the minors' interests have been duly safeguarded by depositing substantial amounts in their names in fixed deposits with the State Bank of India, which adequately represent their shares. The interest accrued

therefrom is being utilized solely for their welfare, and the 3rd defendant undertakes not to withdraw the principal amounts until they attain majority.

(5.4) Prior permission of the Court was not considered necessary for such sale of the joint family property under Section 12 of the Guardian and Wards Act, and the contrary contention raised by the 2nd defendant is not sustainable. The 3rd defendant has no objection to this Court determining the rights of the parties in accordance with law. In any event, the suit is devoid of merits and is liable to be dismissed with costs. It is, therefore, prayed to dismiss the suit with costs.

(6) On the side of the plaintiffs, the 7th plaintiff filed his proof affidavit and was examined as PW1, and eighteen documents viz. certified copies of sale deeds dated 07.03.1966 & 20.06.1977, photocopies of death certificate and legal heir certificate of Aasirvatham, photocopy of certificate given by Tahsildar, photocopies of death certificate and legal heir certificate of Durairaj, photocopies of death certificate and legal heir certificate of Robert, certified copy of general power of attorney dated 26.11.2021, certified copy of sale deed dated 15.12.2022 in respect of Item No. 1 in favour of the 1st plaintiff, certified copy of sale deed dated 15.12.2022 in respect of a portion of Item No. 2 in favour of the plaintiffs 4 & 5, certified copy of sale deed dated 15.12.2022 in respect of a portion of Item No. 2 in favour of the plaintiffs 4 & 5, certified copy of sale deed dated 15.12.2022 in respect of a portion of Item No. 3 & 4 in favour of the 6th plaintiff, certified copy of sale deed dated 15.12.2022 in respect of a portion of Item No. 5 in favour of the 7th plaintiff, certified

copy of general power of attorney dated 04.01.2023 in favour of 7th plaintiff executed by the plaintiffs 1 to 6 in respect of the suit properties, downloaded copy of chitta, and downloaded copy of guideline value for properties, were marked as Ex.A1 to Ex.A18 respectively. On the side of the defendants, the 2nd defendant filed her proof affidavit and was examined as DW1, and no documentary evidence were marked.

(7) Based on the Plaint and written statements, the following issues were framed by this court :-

(i) Whether the sale deeds dated 15.12.2022 are valid and true ?

(ii) Whether this plaintiffs are entitled to get declaration and injunction as asked for in this suit ?

(iii) To what relief, this plaintiffs are entitled to ?

(8) The learned counsel for the plaintiffs submitted that the suit properties, originally belonging to Aasirpatham, devolved upon his only son Durairaj and thereafter upon his legal heirs namely his wife and five children as joint family properties. Due to financial necessity, the family executed a Power of Attorney in favour of one Muthu, pursuant to which the properties were sold to the plaintiffs for valid consideration, and the minors' interests have been safeguarded. It is further contended that prior Court permission was not required, and as the 2nd defendant is now interfering with the plaintiffs' possession, the suit has been filed seeking declaration and injunction.

(9) The learned counsel for the defendants contended that the suit

properties, being joint family properties, were sold to the plaintiffs for family necessity and for the welfare of the minors, no prior Court permission was obtained for alienating the minors' shares. It is further contended that the defendants have not interfered with the plaintiffs' possession, and the minors' interests have been safeguarded by depositing their shares. Hence, the suit is liable to be dismissed as not maintainable.

(10) This Court has carefully considered the arguments advanced by both sides and perused the materials placed on record.

(11) It is admitted by both parties that the suit properties originally belonged to Aasirpatham @ Aasirvatham, who died intestate, leaving his sole son Durairaj. It is further admitted that upon the demise of Durairaj on 29.03.2017, his wife 2nd defendant and five children succeeded to the properties, which continued as joint family properties. It is also admitted that one of the sons, Robert, died thereafter, leaving behind his legal heirs, namely the 3rd defendant and defendants 4 and 5. It is further admitted that the suit properties were sold in favour of the plaintiffs on 15.12.2022 under registered sale deeds through a Power of Attorney executed in favour of Muthu, and that no prior permission of the Court was obtained for alienation of the minors' shares.

Issue No.1 - Whether the sale deeds dated 15.12.2022 are valid and true ?

(12) It is not in dispute that the suit properties are joint family properties and that the minor defendants 4 and 5 have undivided shares therein. It is also

admitted that the said properties were sold in favour of the plaintiffs on 15.12.2022 through a Power of Attorney executed in favour of one Muthu. However, it is admitted on either side that no prior permission of the competent Court was obtained for alienating the shares of the minor defendants.

(13) In this regard, it is pertinent to refer to Section 8 of the Hindu Minority and Guardianship Act, 1956, which reads thus:

8. Powers of natural guardian.—

(1) The natural guardian of a Hindu minor has power, subject to the provisions of this section, to do all acts which are necessary or reasonable and proper for the benefit of the minor or for the realization, protection or benefit of the minor's estate; but the guardian can in no case bind the minor by a personal covenant.

(2) The natural guardian shall not, without the previous permission of the court,—

*(a) **mortgage or charge, or transfer by sale, gift, exchange or otherwise, any part of the immovable property of the minor;** or*

(b) lease any part of such property for a term exceeding five years or for a term extending more than one year beyond the date on which the minor will attain majority.

(3) Any disposal of immovable property by a natural guardian, in contravention of sub-section (1) or sub-section (2), is voidable at the instance of the minor or any person claiming under

him.

(4) No court shall grant permission to the natural guardian to do any of the acts mentioned in subsection (2) except in case of necessity or for an evident advantage to the minor.

In view of the above act, which mandates that the natural guardian shall not transfer or otherwise dispose of the immovable property of a minor without the previous permission of the Court. Any such transfer made in contravention of the said provision is not binding on the minor and is voidable at his instance.

(14) Per contra, the learned counsel for defendants 3 to 5 relied upon Section 12 of the Guardians and Wards Act, 1890, contending that, as per the said provision, prior permission of the Court is not necessary for such sale of the joint family property. Section 12 of the Guardians and Wards Act reads as follows:

Section 12 - Power to make interlocutory orders for production of minor and interim protection of person and property

(1) The Court may direct that the person, if any, having the custody of the minor shall produce him or cause him to be produced at such place and time and before such person as it appoints, and may make such order for the temporary custody and protection of the person or property of the minor as it thinks proper.

(2)

(3) Nothing in this section shall authorise—

(a)or

(b) any person to whom the temporary custody and protection of the property of a minor is entrusted to dispossess otherwise than by due course of law any person in possession of any of the property.

A careful reading of the said provision shows that it relates only to interlocutory orders for production of the minor and interim protection of his person or property, and does not dispense with the mandatory requirement of obtaining prior permission of the Court for alienation of a minor's immovable property.

(15) In the present case, the sale deeds dated 15.12.2022 admittedly include the shares of the minor defendants 4 & 5, and such alienation has been effected without obtaining prior permission of the competent Court. Even assuming that the sale was for family necessity and that certain amounts have been deposited in the names of the minors, the statutory mandate under law cannot be ignored.

(16) In this context, this court reliance upon the Judgment of the Hon'ble Supreme Court reported in “ **Vishwambhar v. Laxminarayan (2001) 6 SCC 163** ”, wherein it has been held as follows:

“ A transfer of immovable property of a minor by his natural guardian, in contravention of Section 8(2) of the Hindu Minority and Guardianship Act, 1956, is not void but only voidable at the instance of the minor. The minor is required to file a suit to avoid such transfer within the period of limitation prescribed after attaining majority.”

Further this court reliance upon the Judgment of the Hon'ble Supreme Court reported in “ **Madhegowda v. Ankegowda (2002) 1 SCC 178** ”, wherein it has been held that

“ Any alienation of the immovable property of a minor by a natural guardian, in violation of Section 8(2) of the Hindu Minority and Guardianship Act, 1956, is voidable at the instance of the minor. The burden lies on the alienee to establish that such alienation was for legal necessity or for the benefit of the minor.”

In view of the above, the burden lies on the alienee to establish that the alienation was for legal necessity or for the benefit of the minor, failing which the transaction is voidable at the instance of the minor.

(17) Further, this Court placed reliance upon the Judgment of the Hon'ble Supreme Court in Civil Appeal No. 11342 of 2013 dated 07.10.2025 in “ **Shivappa vs Neelamma 2025 INSC 1195** ” rendered by the Hon'ble Justice Pankaj Mithal, wherein it has been held as follows:

12. A simple reading of the aforesaid provisions makes it abundantly clear that a natural guardian of a minor has no authority in law to mortgage, sell, gift or otherwise transfer any part of the immovable property of the minor or even to lease out any part of such property for a term exceeding five years or for a term extending more than one year beyond the date on which the minor will attain majority without the prior permission of the court. Therefore, prior permission of the court is a sine qua non for a guardian of a minor to transfer the property of the minor in any of the manners provided under sub-Section (2) of Section 8 of the Act.

13. Sub-Section (3) of Section 8 of the Act in unequivocal terms

provides that the disposal of any immovable property by the natural guardian in contravention of sub-Section (1) or sub-Section (2) is voidable at the instance of the minor or any person claiming under him. In other words, if the natural guardian or a minor disposes of the immovable property of a minor in contravention of sub-Section (1) and sub-Section (2) particularly without the permission of the court, such a transaction would be voidable at the instance of the minor.

14. *The aforesaid provision, however, nowhere categorically provide the manner in which such a transaction of disposal of the property of a minor by a guardian without the permission of the court would be a voidable. Such a transaction can be avoided or repudiated by the minor expressly by filing a suit for the cancellation of such a transaction or impliedly by his conduct namely by transferring the property himself on attaining the majority within the time prescribed. The avoidance of such a transaction by conduct appears to be permissible for two reasons. First, at times the minor may not be aware of such a transaction and as such may not be in a position to institute any suit; secondly, the transaction of such a nature, if any, may not have been given effect to and the party acquiring right in the property may not be having possession of the property giving an impression that the property is intact in the hands of the minor, in which case also the minor on attaining majority may not deem it proper to institute a suit.*

15. ***‘Travellyan’ in his well-known book on Minors 5th Edition, on Page No.202 stated:***

“A transaction which is voidable at the instance of the minor may be repudiated by any act or omission of the late minor, by which he intends to communicate the repudiation, or which has the

effect of repudiating it, for instance, a transfer of land by him avoids a transfer of the same land made by his guardian before he attained the age of majority. It is not necessary that he should bring a suit."

16. Mulla's Hindu Law, 12th Edition, on Page No.276 observes as under:

"An alienation made by a Hindu widow..... without legal necessity and without the consent of the next reversioners is voidable at their option. They may affirm it, or treat it as a nullity without the intervention of a court, and they show their election to do the latter by commencing an action to recover possession of the property."

17. *Both the above texts indicate that the transfer which is voidable, can be repudiated by the minor on attaining majority by his action and not necessarily by the intervention of the court.*

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32. *In view of the above discussion, it can safely be concluded that a voidable transaction executed by the guardian of the minor can be repudiated and ignored by the minor within time on attaining majority either by instituting a suit for setting aside the voidable transaction or by repudiating the same by his unequivocal conduct.*

(18) In view of the above decision, it has categorically held that prior permission of the Court is a sine qua non for transfer of a minor's immovable property by a natural guardian, and that any such transaction is voidable at the

instance of the minor. It has been further held that such a voidable transaction can be repudiated not only by instituting a suit for cancellation but also by the unequivocal conduct of the minor on attaining majority, and that it is not always necessary for the minor to seek the intervention of the Court to avoid such a transaction.

(19) In the present case, though it is contended that the sale was effected for family necessity and that the interests of the minors have been safeguarded by depositing certain amounts, such contention cannot overrule the mandatory requirement of obtaining prior permission of the Court. The legal protection given to minors cannot be weakened or ignored just because it seems fair or reasonable.

(20) Therefore, in view of the statutory provisions and the settled as well as recent decisions of the Hon'ble Supreme Court, this Court holds that the sale deeds dated 15.12.2022 are not valid and binding insofar as the shares of the minor defendants 4 and 5 are concerned, and are liable to be avoided at their instance. Thus, the Issue No.1 is answered in favour of defendants 4 and 5.

Issue No.2 Whether this plaintiffs are entitled to get declaration and injunction as asked for in this suit ?

(21) The plaintiffs seek the relief of declaration to declare their title over the suit properties and consequential relief of permanent injunction. Their claim is based on the sale deeds dated 15.12.2022 executed through the Power of Attorney holder of the defendants.

(22) As already discussed under Issue No.1, the suit properties are joint family properties and the minor defendants 4 and 5 have undivided shares therein. It has been categorically held that the alienation of the minors' shares under the sale deeds dated 15.12.2022 has been effected without obtaining prior permission of the competent Court, as mandated under Section 8 of the Hindu Minority and Guardianship Act, 1956, and hence the said transaction is not binding on the minors and is voidable at their instance.

(23) In view of the above finding, the plaintiffs cannot claim absolute title over the entire suit properties. In any event, the sale deeds dated 15.12.2022 would, if at all, confer title only in respect of the shares of the major vendors and not in respect of the shares of the minor defendants 4 & 5, such alienation is not valid and binding on them.

(24) The relief of declaration, being a discretionary and equitable relief, cannot be granted in favour of the plaintiffs when their title itself is defective and not valid in respect of the entirety of the suit properties. The plaintiffs, having purchased the properties without ensuring compliance with the mandatory statutory requirement of obtaining prior permission of the Court, cannot seek to enforce such defective title against the minors.

(25) Consequently, the plaintiffs are also not entitled to the relief of permanent injunction, as such relief is consequential in nature and can be granted only when the plaintiffs establish lawful possession and valid title. In the absence of a

valid and binding title over the shares of the minor defendants, the plaintiffs are not entitled to injunction as against them.

(26) Therefore, in view of the above discussion, this Court holds that the plaintiffs are not entitled to the reliefs of declaration and injunction as prayed for, insofar as the shares of the minor defendants 4 and 5 are concerned. Thus, the Issue No.2 is answered against the plaintiffs insofar as the shares of the minor defendants 4 and 5 are concerned.

Issue No.3 To what relief, this plaintiffs are entitled to ?

(27) In view of the findings under Issue Nos.1 and 2, this Court holds that when the very foundation of the plaintiffs' claim, namely the sale deeds, is found to be defective and not binding in respect of the shares of the minor defendants 4 & 5, the plaintiffs are not entitled to the relief of declaration and the consequential relief of permanent injunction. Accordingly, the plaintiffs are not entitled to any of the reliefs sought for in the suit. The Issue No.3 is answered accordingly.

(28) In the result, the suit is dismissed. No costs.

This Judgment is dictated to the Stenographer Grade – I of this Court, typed by her in computer directly, corrected and pronounced by me in the open Court, on this 1st day of April, 2026.

**Principal District Judge,
Thanjavur.**

Witness examined on the side of the Plaintiffs:

(1) PW1 Samuel Arockiaraj, S/o. Balraj. (7th Plaintiff)

Documents marked on the side of the Plaintiffs:

Ex.A1	07.03.1996	Certified Copy of Sale Deed stands in the name of Aasirpatham.
Ex.A2	20.06.1977	Certified Copy of Sale Deed stands in the name of Aasirpatham.
Ex.A3	18.04.2022	Photocopy of Death Certificate of Aasirpatham, died on 06.02.1985.
Ex.A4	15.02.2011	Photocopy of Legal Heir Certificate of Aasirvatham.
Ex.A5	23.05.2022	Photocopy of Certificate given by Tahsildar.
Ex.A6	12.04.2017	Photocopy of Death Certificate of Durairaj, died on 29.03.2017.
Ex.A7	31.08.2017	Photocopy of Legal Heir Certificate of Durairaj.
Ex.A8	12.01.2021	Photocopy of Death Certificate of Robert, siws on 13.10.2020.
Ex.A9	29.01.2021	Photocopy of Legal Heir Certificate of Robert.
Ex.A10	26.11.2021	Certified Copy of General Power of Attorney executed by Jothimani Vahaiyara in favour of Muthu.
Ex.A11	15.12.2022	Certified copy of sale deed stands in the name of 1 st plaitniff in respect of 1 st item of suit properties.
Ex.A12	15.12.2022	Certified copy of sale deed stands in the name of plaintiffs 4 and 5 in respect of one of the portion of 2 nd item of suit properties.

- Ex.A13 15.12.2022 Certified copy of sale deed stands in the name of plaintiffs 4 and 5 in respect of one of the portion of 2nd item of suit properties.
- Ex.A14 15.12.2022 Certified copy of sale deed stands in the name of 6th plaintiff in respect of one of the portion of 3rd and 4th items of suit properties.
- Ex.A15 15.12.2022 Certified copy of sale deed stands in the name of 7th plaintiff in respect of one of the portion of 5th item of suit properties.
- Ex.A16 04.01.2023 Certified Copy of Power of Attorney executed by plaintiffs 1 to 6 in favour of 7th plaintiff.
- Ex.A17 08.02.2023 Online downloaded copy of Patta in three numbers along
25.04.2024 with one true copy of Natham chitta dated 28.12.2022.
- Ex.A18 27.06.2024 Online downloaded coy of Guideline value in respect of suit properties.

Witness examined on the side of the Defendants:

- (1) DW1 Jothimani, W/o.Late.Durairaj. (2nd defendant)

Documents marked on the side of the Defendants: Nil.

PDJ

Draft / Fair Judgment in
OS No. 238/2024
PDC, Thanjavur.
Dated: 01.04.2026.