

**IN THE COURT OF THE II ADDITIONAL DISTRICT AND SESSIONS
JUDGE, THANJAVUR.**

**Present:- Thiru. P. Nagarajan, M.A.M.L.
II Additional District and Sessions Judge, Thanjavur.
Friday the 24th day of April 2026
(Thiruvalluvar Aandu 2057- Chithirai Matham 11th day)**

**Original Suit No.60/2023
CNR No.TNTJ010107612022**

C. Dhandapani

..... Plaintiff

/vs/

- 1) T. Nedumaran
- 2) G. Muruganandham
- 3) R. Iyyappan
- 4) S. Mohamed Riswan
- 5) P. Givindasamy

..... Defendants

This suit was taken on file on 06.03.2023 in the Principal District Court, Thanjavur and made over to this court on 06.03.2023 and receiving this court on 09.03.2023. In this court this suit came up for final hearing before me on 16.03.2026 in the presence of Thiru. **P. Chandrabose**, Advocate for the Plaintiff and of **Thiru.V. Murugesan**, Advocate for 1, 3 and 4 defendants, **Thiru.S.Sathiyamoorthy**, Advocate for 2nd defendant and **Thiru.S. Manoharan**, Advocate for 5th defendant and upon hearing the arguments of both sides, upon perusal of the material records pertaining to the case and the matter having stood over for consideration till this date, this court delivered the following....

JUDGMENT

1) This suit has been filed by the plaintiff to pass a decree against the defendants declaration, Recovery of money and for mandatory injunction and with costs of the suit.

2) The brief averments in the plaint is as follows:

The suit property is situated within the limits of Nanjikkottai, Thanjavur District, bearing Survey No.116/1 (New Survey No. 116/1A), and specifically Sub-division No. 116/1A4 as per the current classification, with an extent of 3,000 sq.ft. The suit property belongs to M.Philip Arulraj. On 19.12.2014, a Settlement Deed was executed by Philip Arulraj's sons, Altron and Andrew, this deed was subsequently registered at Thanjavur Document Registry under Document No. 7113/2014.

2.1) From the date of the said settlement, the property remained under the possession and ownership of Mr. M. Philip Arulraj. Subsequently, on 15.6.2015, Philip Arulraj sold the suit property to the Plaintiff for valid consideration. This Sale Deed has been registered under Document No. 3362/2015. As the plaintiff was unable to directly maintain the suit property, he executed a General Power of Attorney in favor of Defendants 1 to 4 acting through a friend on 24.11.2017. The plaintiff thereby authorized Defendants 1 to 4 to sell the suit property, either in its entirety or in parts, and to undertake other lawful acts related thereto. However, Defendants 1 to 4 acting in contravention of the law and with the intent to defraud the Plaintiff negotiated the sale of the suit property to the 5th Defendant for a sum of Rs.22,53,000/- and executed and registered a Sale Deed on 08.01.2018. This Sale Deed has been registered at the Office of the District Registrar under Document No. 152/2018. Defendants 1 to 4 did not disclose anything to the Plaintiff regarding the sale of the suit property to the 5th Defendant. Even when the Plaintiff requested

Defendants 1 to 4 to sell the suit property citing a need for funds to support his daughter's education they failed to mention the aforementioned sale transaction. Consequently, having grown suspicious of the actions of Defendants 1 to 4, the Plaintiff made inquiries with acquaintances, it was at this juncture that he know the suit property had, in fact, been sold to the 5th Defendant.

2.2) Subsequently, when the Plaintiff made inquiries with Defendants 1 to 4 acting in their capacity as General Power of Attorney agents they acknowledged the matter to the Plaintiff. However, when the Plaintiff confronted Defendants 1 to 4 with the discovery that they had received an advance payment of Rs.1 lakh from 5th Defendant, as well as the remaining balance of Rs.21,53,000/- paid to Defendant 1 through the Indian Bank, Junction Branch, Thanjavur, and to Defendants 2 to 4 on 05.01.2018 Defendants 1 to 4 responded to the Plaintiff in a dismissive and negligent manner.

2.3) Since the 1st to 4th defendants failed to adhere to the terms of the General Power of Attorney granted by the plaintiff specifically regarding the Sale Deed executed by them in favour of the 5th defendant on 08.01.2018 concerning the suit property any subsequent Sale Deeds executed by them shall automatically be rendered null and void. Accordingly, the plaintiff seeks a declaration that Sale Deed No.152/2018, executed in favor of the 5th defendant, is null and void. Furthermore, as the 1st to 4th defendants are liable to pay the plaintiff a sale consideration of Rs.22,53,000/- and since the plaintiff was unable to reach an amicable settlement

despite discussions with the said defendants, the plaintiff issued a legal notice to defendants 1 to 5 on 15.03.2022 demanding payment of the aforesaid sum, while the 1 to 4 defendants received this notice, they failed to provide any response. Only the 5th defendant sent a reply notice through counsel on 23.03.2022. Consequently, this suit has been filed seeking a mandatory injunction directing the 1 to 4 defendants who, acting in their capacity as General Power of Attorney agents, failed to discharge their duties as promised to the plaintiff and acted with the intent to defraud the plaintiff to render proper accounts to the plaintiff their principal and also seeking recovery of the costs of the suit.

3) Gist of the written statement filed by the 1st defendant and adopted by the 3 and 4 defendants are as follows:

This suit is not maintainable either in law or on facts. The allegations of the plaintiff are all not known to this defendant and are to be strictly proved by the plaintiff. Originally this plaintiff is the owner of the suit property. This defendant and 2 to 4 defendants are jointly did real estate business and hence the plaintiff approached this defendant and others to sell the same. The offer of the plaintiff was accepted by this defendant and others and entered in to a oral sale agreement on 3rd week of November 2017 and in which the total sale consideration was fixed Rs.40,00,000/-. The above said amount was received by the plaintiff and on 24.11.2017 executed the registered power of attorney in favour of this defendant and the 2 to 4 defendants. After receipt of entire sale consideration this plaintiff handed

over the original parent documents and others documents with respect of the suit property to this defendant. Therefore in view of the oral sale agreement between the plaintiff and the defendants 1 to 5 and after the receipt of the entire sale consideration the deed of power of attorney has been executed by this plaintiff. Because of the above said facts it is not necessary for this defendant to render accounts to the plaintiff after the sale of the suit property in favour of the 5th defendant. Now there is some misunderstanding between this defendant and the 2nd defendant and hence due to the ill advice of the 2nd defendant the suit has been filed by this plaintiff with ulterior motive.

3.1) That prior to filing this suit this plaintiff filed a private criminal complaint as against the defendants for cheating and in which he has stated that while at the time of execution of power of attorney he received 50% of money as advance and the remaining amount of Rs.20,00,000/- not reimbursed by this defendant and the other defendants 2 to 4. Likewise prior to file this criminal complaint this plaintiff preferred a complaint before the Inspector of Police. Medical College police station, Thanjavur and in the complaint he has stated that total sale consideration was fixed Rs.80,00,000/- and at the time of execution of the deed of power of attorney he has received a sum of Rs.40,00,000/- as advance from the defendants 1 to 4. But this plaintiff was not stated anything in the plaint and stated that sale consideration is Rs.22,53,000/- and not reimbursed by the defendants 1 to 4. Hence there is no balance of consideration to be paid to this plaintiff by the defendants 1 to 4. This

plaintiff seeking several reliefs which are all contradicting with each other. The court fee paid is not correct. The sale deed executed by the defendants 1 to 4 to the 5th defendant on 08.01.2018 was known to the plaintiff on the same day itself and hence this suit is barred by limitation. There is no cause of action as against this defendant to file this suit. Hence pray to dismiss the suit with exemplary costs.

4)Gist of the written statement filed by the 2nd defendant:

This suit is not maintainable either in law or on facts. The allegations of the plaint are all not known to this defendant and are to be strictly proved by the plaintiff. The Plaintiff was informed by this Defendant regarding the details of the sale of the suit property which belongs to the Plaintiff by Defendants 1 through 5 to the 5th Defendant. In reality, this Defendant is unaware of the actual consideration amount agreed upon for the sale, the other Defendants, acting in fraudulent collusion, negotiated and executed the sale based on the prevailing market value at the time of the transaction. However, what they represented to this Defendant was that the sale price had been fixed at the rate prescribed by the government. Furthermore, since the Plaintiff had prior knowledge of the sale of the property belonging to him to the 5th Defendant, the suit is vitiated by the defect of limitation. The court fees paid by the Plaintiff in this case are incorrect. The cause of action did not arise in the manner alleged in the plaint. Hence pray to dismiss the suit with cost.

5) Gist of the written statement filed by the 5th defendant:

This suit is not maintainable either in law or on facts. The allegations of the

plaint are all not known to this defendant and are to be strictly proved by the plaintiff. Originally this plaintiff is the owner of the suit property. This defendant purchased the suit property through the power agents i.e. defendants 1 to 4 of the plaintiff. The defendants 1 to 4 approached this defendant and made an offer to sell the suit property and it was accepted by this defendant. While at the time of negotiation for the same of the suit property the defendants 1 to 4 showed the original title deeds and other documents with the respect of the suit property along with the power of attorney executed by the plaintiff and stated that with the knowledge of the plaintiff they are selling the suit property.

5.1) Immediately this defendant contacted the plaintiff and asked with him about the power of attorney, the original title deeds and other documents with the respect of the suit property and in turn the plaintiff informed in this defendant that after receipt of the entire sale consideration instead of sale deed he executed the power of attorney in favour of the defendants 1 to 4. Then this defendant has satisfied with the words of this plaintiff and the defendants 1 to 4 and on 29.11. 2017 this defendant has entered in to a sale agreement with the defendants 1 to 4 and the total sale consideration was fixed at Rs.22,53,000/- and paid an advance of Rs.1,00,000/- on 08.01.2018, the defendants 1 to 4 received the balance of the sale consideration of Rs.21,53,000/- in front of the sub registry by way of four cheques dated 05.01.2018 and each cheque for a sum of Rs.5,38,250/- and executed the registered sale deed in favour of this defendant for valuable consideration.

5.2) Therefore this defendant is a bonafide purchaser of the suit property. The accounts between the plaintiff and the defendants 1 to 4 are not related to this defendant. Therefore the sale deed in favour of the 5th defendant is supported by valid consideration hence the sale deed is valid and acted upon. It is not true to state that because of the dispute between the plaintiff and the defendants 1 to 4 the sale deed dated 08.01.2018 in favour of this defendant is not invalid. Now this defendant came to understand that there is some misunderstanding between the defendants 1 to 4 and hence due to the ill advice of the 2nd defendant the suit has been filed by this plaintiff with interior motive. The suit is barred by limitation. There is no cause of action as against this defendant to file this suit. Hence the suit is dismissed with exemplary cost of this defendant.

6) In this suit, the following issues were framed on 25.09.2025

- 1) Whether plaintiff received Rs.40,00,000/- from D1 to D4 as sale consideration?
- 2) Whether plaintiff is entitled to Rs.22,53,000/- and accounts from D1 to D5?
- 3) Whether the plaintiff is entitled to relief of declaration and mandatory injunction as prayed for?
- 4) To what other relief the plaintiff is entitled to?

7) On the plaintiffs side the 1st plaintiff himself examined as P.W.1 and marked 6 documents as Ex.A1 to Ex.A6 through him. On the defendants side of the defendants 4 witnesses examined and the first defendant and the 2nd defendants examined as D.W.1 and DW3 respectively. The 5th defendant examined as DW.4

and DW2 is 3rd party and marked 6 documents as Ex.B1 to Ex.B6.

8) The learned counsel for plaintiff submitted that actually the suit property belonging to the plaintiff who purchase the same from one Philip Arul Raj on 15.06.2015 by way of registered document. The plaintiff granted the registered power deed upon the D1 to D4 to sale the suit property on 24.11.2017 based upon the sale agreement. D1 to D4 sold the property on 08.01.2018 to the value of Rs.22,53,000/- to the 5th defendant by a registered sale deed through document No.152/2018 as per first agreement noted the defendant 1 to 4 has to sold the property get the advance that may be accounted to the principal plaintiff. D1 to D4 not paid the amount belated. Hence, the plaintiff got suspicious upon them verified and the defendant 1 to 4 agreed with 5th defendant for sale and received Rs.1,00,000/- as in advance and on 05.01.2018 by way of cheque received Rs.21,53,000/- from the 5th defendant and defendant 1 to 4 received the money, but not account to the plaintiff and making the belated proceedings. Hence the plaintiff filed the suit, issued legal notice it was replied. Filed the suit for recovery of money and for accounts and for declaration of said document No.152/2018 as void abinitio as the sale proceed was not paid to the owner of the property and for requiring the accounts and Rs.22,53,000/-

9) On the side of the plaintiff, the plaintiff was examined as PW.1. In his evidence he categorically stated about his purchase and granting general power of attorney D1 to D3 and D1 to 5th defendant. But the sale proceedings not

accounted to the plaintiff. Hence the plaintiff praying this court declaring the sale deed as null and void and for recovery of Rs.22,53,000/- with accounts.

10) On the side of the 1st defendant who himself examined as DW.1. In his evidence he stated that being D1 to D4 are friends, jointly conducted the real estate business and for dividing the income equally. In general the properties are purchased for sale. Hence the entire sale amount was paid to the owner of the property and the general power deed will be procured upon the purchasers in turn the purchaser sold the property for good value the present suit filed by the plaintiff is not maintainable. Since the sale amount of Rs.40,00,000/- was received by the plaintiff in before the witness for that he executed on 24.11.2017 dated, general power of attorney the property was sold by the 5th defendant. Hence it is not necessary to hold the account to the plaintiff, since entire sale consideration for plaintiff is paid.

11) The 2nd defendant due to his legal relationship was himself not come for point as well as further. `But the 2nd defendant along with the plaintiff upon himself lead instruction filed a complaint before the Thanjavur Medical College Police stating that the suit property value of Rs.81,00,000/- upon himself advance was Rs.40,00,000/- was received from D1 to D4. The said complaint filed here and prayed for balance of 50% of the amount. On 22.11.2017 advance Rs.40 lakhs was received by the plaintiff not balance of amount for the plaintiff. Hence the sale agreement upon D1 to D4 on D1 to D4 execute the sale deed in favour of the

5th defendant, it is none of the 1st defendant. The reason stated that the plaintiff is not in a position to maintain the property. On 8.1.2018 sale deed was registered for Rs.22,53,000/- is well known to plaintiff. Further, communication of the plaintiff is false one prayed for dismissing the suit.

12) But in his cross examination he categorically stated that 5th defendant purchase the property, on verification of document and the plaintiff received entire amount from the Dhandapani. For the suit property the 5th defendant got the amount got the registration and in cross examination of 2nd defendant side that 2nd defendant was know to 1st defendant which was paid to the plaintiff the 2nd defendant paid Rs.10,00,000/- on 24.11.2017 the entire sale proceedings was paid to the plaintiff in turn the sale property. Hence, the sale deed was not registered. Cross of plaintiff side stated that the property belongs to Philip Arul Raj which was produced by the plaintiff than the defendant 1 to 4 got the sale agreement from the plaintiff the said price Rs.80 lakhs is false one. The receipt of Rs.40,00,000/- the plaintiff was denied on the evidence of DW.1

13) One Philip Arul Raj, owner of the property examined as DW.2. In his evidence he categorically stated that he is owner of the property. The plaintiff purchase the property on 24.11.2017 defendant 1 to 4 verify the suit property and purchase the property from the plaintiff Rs.40,00,000/- and the DW.2 stated that Philip Arul Raj signed in the sale agreement on 24.11.2017 executed by the defendants 1 to 4. After receiving Rs.40,00,000/- upon the cross examination

payment of Rs.40,00,000/- was further explained to the court by way of evidence. The other property of the Philip Arul Raj is available, next question of the suit property. the suit property is situated at opposite to Kamala Subramaniam School both the plaintiffs and defendants known to the Philip Arul Raj. Rs.40,00,000/- fixed as sale consideration 2nd defendant is not admitted by the Philip Arul Raj. Muruganandham 2nd defendant examined as DW3 in his cross examination stated that on 24.11.2017 the plaintiff executed sale agreement in favour of 1 to 4 defendants based upon which the 5th defendant got the sale deed which is not maintainable. In his chief examination stated the 2nd defendant deny the sale the payment of amount and prayed for dismissing the suit. In his cross examination she said that plaintiff is entitled for the relief upon the 5th defendant. In his cross examination he admitted his signature in the sale of 5th defendant. Further in his cross examination he denied the sale deed and the power deed prayed for dismissing the suit.

14) Govindasamy 5th defendant examined as DW4. In his chief examination stated that on 08.01.2018 deed was from the purchase of property fixed the amount of Rs.22,53,000/- He got the only agreement deed. he is only bonafide purchaser Rs.80,00,000/- sale price is false one. Rs.40,00,000/- and also not known to him regarding police complaint was lodged. The claim made by the plaintiff is not maintainable. The problem between the defendants D1 to D4 and the plaintiff is not related to him prayed for dismissing the suit. In his cross

examination he stated that he paid the amount of Rs.22,53,000/- on 08.01.2018 the amount paid each defendant is of Rs.5,38,250/- the property situated at Kamala Subramaniam school.

15) The learned counsel for 2nd defendant submitted that the amount paid to the 2nd defendant was returned. The 2nd defendant is not party and responsible for payment to the plaintiff. D1, D2 and D4 side stated that amount of Rs.40,00,000/- was paid to the plaintiff before executing sale agreement of D1 to D4. The problem before this court DW 2 stated that Philip Arulraj then owner of the suit property categorically stated before this court the plaintiff received Rs.40,00,000/- In his cross examination defendant 1 to 4 are executed the sale agreement in favour of the D1 to D4 based upon the sale the 5th defendant before this court. The claim made by the plaintiff is false one, the plaintiff is not maintainable, the plaintiff is not having right to pay declaration of sale deed is void one. The relief is not entitled for him and prayed for dismissing the suit.

16) The learned counsel for 5th defendant submitted that 5th defendant is bonafide purchaser who purchased the property was D1 to D4 by paying Rs.22,53,000/- and they got sale deed in favour of him. The D1 to D4 is only for which the 5th defendant. The relief against the 5th defendant is not maintainable. The 5th defendant is the bonafide purchaser purchase upon the registered sale deed, prayed for dismissing the suit.

17) Issue No.1 and 3: From the evidence of plaintiff and defendants it is clear

that the suit property situated opposite side of the Kamala Subramaniam School, who is previous owner of the suit property and the adjacent property clearly deposed that the plaintiff received Rs.40,00,000/- from D1 to D4 as sale consideration and executed sale agreement in favour of the D1 to D4 for further sale of suit property. Issue No.1 Whether the plaintiff received Rs.40,00,000/- from D1 to D4 as sale consideration? From the evidence of DW.2 Philip Arul Raj was cleared deposed before this court that the plaintiff received Rs.40,00,000/- from the defendant.

18) From the evidence there is no either evidence or documents to disprove the evidence of DW.2. From the evidence of DW.2 the plaintiff received the amount from D1 to D4 for Rs.40,00,000/- and executed sale agreement infavour of the defendant 1 to 4. In turn the D1 to D4 executed sale deed in favour of the 5th defendant.

19) Issue No.2: Whether plaintiff is entitled to Rs.22,53,000/- and accounts from D1 to D5? From the evidence of plaintiff he stated that he executed sale agreement of D1 to D4 for his property maintenance. But in contra DW.2 in his evidence categorically stated that after receiving Rs.40,00,000/- from D1 to D4 the plaintiff executed sale agreement for sale of property. The evidence of DW.2 cross examination not disproved before this court. PW.1 deposed in his cross examination accepted that he lodged a complaint before the Thanjavur Medical College Police Station for Rs.80,00,000 out of which Rs.40,00,000 prayed, for

further Rs.40,00,000/- was received by the plaintiff. From the evidence, he will admitted Rs.40 lakhs was received by the plaintiff so much of amount but in the police station complaint lodged he categorically stated that Rs.40,00,000/- received. PW.2 also confirmed the same. From the above confirmation and complaint of plaintiff he received from D1 to D4. Hence the plaintiff is not entitled Rs.22,53,000/- from the D1 to D4, he already received Rs.40,00,000/- and executed sale agreement in favour of D1 to D4 for sale of suit property. Since the plaintiff is already received Rs.40,00,000 from the D1 to D4 executed sale agreement for the purpose of sale of , sale was not registered. Hence the plaintiff is not entitled Rs.22,53,000/- was received from the D1 to D4. From the 5th defendant only entitled to receive the sale amount. From the D1 to D4, D5 is not necessary to produce any account to the plaintiff as he stated not in PW.1 Ex.B1. He admitted Rs.40,00,000/- D1 to D4 not stated in his complaint. Willfully he denied the information not approach the court with clean hands. The 5th defendant who purchase the property was Rs.22,53,000/- to the D1 to D4. Hence the sale is valid one. Hence the plaintiff is not entitled for the relief of declaration and for mandatory injunction since the sale is bonafide purchaser and valid one having D1 to D4 by way of cheque to their bank accounts. Hence the plaintiff is not entitled the relief of declaration and mandatory injunction. The plaintiff filed the suit for the relief of declaration and Recovery of money and for mandatory injunction not entitled to him, 5th defendant purchase the property upon sale value

and bonafide purchaser. Issue No. 4: To what other relief the plaintiff is entitled to? From the discussion of the 1 to 3 in the above it is decided that necessary answer found for the plaintiffs questioned in the above. Therefore the plaintiff is not entitled in any other relief.

In final the suit is dismissed with costs of defendants.

This Judgment is dictated to Steno-typist by me, transcribed by her in computer, corrected and pronounced by me in the open court, this the **24th day of March 2026.**

**II Additional District & Sessions Judge,
Thanjavur.**

Plaintiff's side Witness:

P.W.1	Dhandapani (plaintiff)
-------	-------------------------

Plaintiff's side Exhibits

Ex.A1	08.01.2018	Sale Deed agreement executed by D1 to D4 in favour of 5 th defendant Document No.152/2018
Ex.A2	24.11.2017	Online copy of General Power Deed
Ex.A3	16.03.2022	Office copy of Advocate Notice
Ex.A.4	10.05.2022	Reply of 1 st defendant
Ex.A.5	--	5 th defendants birthday celebration notice (Photo and CD)
Ex.A.6	---	Acknowledgement Card

Defendants' side Witnesses

D.W.1	Nedumaran
-------	-----------

D.W.2	Philip Arul Raj
D.W.3	Muruganathan
D.W.4	Govindasamy

Defendants' side Exhibits:

Ex.B1	28.04.2022	Complaint given by the plaintiff against the 1 st defendant
Ex.B2	12.05.2022	Complaint filed u/s.200 Cr.P.C by the plaintiff
Ex.B3	---	Legal notice with acknowledged card
Ex.B4	16.03.2022	Legal notice of plaintiff's advocate
Ex.B5	10.05.2022	Reply of 1 st defendant
Ex.B6	08.01.2018	Certified copy of sale agreement

**II Additional District and Sessions Judge,
Thanjavur.**

JUDGMENT IN
OS NO.60 of 2023
DATED: 24.04.2026