



O.S.No.150/2024

**IN THE COURT OF THE PRINCIPAL DISTRICT MUNSIF, TIRUNELVELI**

**PRESENT : Tmt.V.Monika, B.A., B.L., L.L.M.,**  
Principal District Munsif, Tirunelveli.

On this Monday, the 20<sup>th</sup> day of July, 2026.

**O.S.No.150/2024**  
**(CNR.No.TNTL06-000133-2024)**

Balamurugan

... Plaintiff

// Vs //

1. S.Ganesan

2. Thangapandi

3. Maharajan

... Defendants

This suit is coming on 18.06.2026 for final hearing before this court in the presence of Thiru.G.Selvam, Learned Advocate for the Plaintiff and in the presence of Thiru.R.Shankar, Learned Advocate for the Defendants and upon perusal of material records, hearing of both sides and having stood over for consideration till this date, this court delivers the following:-

**JUDGMENT**

This suit was filed by the plaintiff against the defendants for declaring the documents – registered Will dated 26.10.2016; Sale deed in Doc.No.2002/2020 dated 03.08.2020; Settlement deed in Doc.No.303/2021 dated 05.03.2021; sale deed in Doc.No. 695/2021 dated 21.06.2021 as null and void and the cost of the suit from defendants and to grant such other relief and thus render justice.



## **2. Gist of the Complaint :-**

2.1. The complaint schedule properties belonged to Thangammal, wife of Alagumuthu. The couple had no issues. Shappani is the brother of Thangammal and his wife is Eswari. This couple had six children. The 1st defendant is one among them and the plaintiff is the son of Madasamy, another son of Shappani. Alagumuthu died intestate, leaving behind Thangammal, who was thereafter under the care and custody of Shappani and Eswari. The three daughters of Shappani and Eswari were married and are living separately. Madasamy and Subbaiya, the brothers of the 1st defendant, passed away. Therefore, Thangammal lived separately and had given her lands to Madasamy, Subbaiya, and the 1st defendant. Accordingly, all of them took care of Thangammal.

2.2. Thangammal resided adjacent to the houses of the plaintiff and the 1st defendant. Madasamy, the father of the plaintiff, died in 2017, leaving behind his legal heirs, including the plaintiff. The plaintiff is enjoying the property left behind by his father, which was given to him by Thangammal. Thereby, 99 cents of land in S.F. No. 508/2 and 1 acre 33 cents of land in S.F. No. 533 of Pettai Village are in the possession of the plaintiff, in continuation of his father's possession. When the plaintiff attempted to cultivate the aforesaid properties during November 2021, the 1st defendant restrained him. Pursuant thereto, the 1st defendant lodged a complaint before the Pettai Police Station, and the complaint was closed with an observation directing the parties to



approach the Civil Court. Thereafter, the 1st defendant instituted a suit in O.S. No. 496/2021 before the Principal District Munsif Court, Tirunelveli, seeking the relief of permanent injunction. An interim injunction application filed in that case was dismissed after the plaintiff produced possessory documents relating to the suit property.

2.3. It is claimed by the 1st defendant in the said suit that he became entitled to the suit properties vide sale deed in Document No. 2002/2020 dated 03.08.2020. However, no such deed was executed by Thangammal. It is evident from the document that it was obtained by cheating her, as she was an illiterate woman aged about 91 years at the time of execution of the said sale deed and could only affix her thumb impression. By then, she had become forgetful, could not identify persons properly, and was also suffering from physical ailments. Taking advantage of this situation, the 1st defendant obtained the sale deed by cheating her. Therefore, the said document is legally invalid and liable to be cancelled.

2.4. When the plaintiff obtained an encumbrance certificate in respect of the properties belonging to Thangammal, it was found that the 1st defendant had executed a settlement deed dated 05.03.2021 in Document No. 303/2021 in favour of the 2nd defendant, who is his son. It has been stated in the document that Thangammal had



executed a registered Will dated 26.10.2016 in Document No. 26 of the Tirunelveli District Registrar Office. No such Will was executed by Thangammal. Therefore, the plaintiff sent a detailed registered legal notice dated 19.10.2022 to the 1<sup>st</sup> and 2<sup>nd</sup> defendants, calling upon them to cancel the settlement deed in Document No. 303/2021 after setting out the relevant facts. A reply notice denying the contents of the legal notice and containing entirely false averments was sent by the 1st defendant through his advocate on 29.10.2022.

2.5. From the sale deed in Document No. 65/2021 executed by the 1st defendant in favour of the 3rd defendant, it came to light that 66.50 cents in S.F. No. 140/1 and 33 cents in S.F. No. 140/1B1, belonging to Thangammal, had been alienated. It further came to light from the said document that a registered Will in Document No. 26 had allegedly been executed by Thangammal on 26.10.2016. The 1st defendant, by exploiting the vulnerable condition of the aged Thangammal, created a forged Will in her name. The said Will is a forged document. The plaintiff is also entitled to a share in the suit property and is therefore entitled to seek cancellation of the forged and fraudulent sale deed and Will. A legal notice dated 27.08.2022 was sent by the plaintiff seeking cancellation of the sale deed, and the same was received by the 1st and 3rd defendants. A reply notice dated 05.09.2022 was sent by the 1st defendant, and another reply notice dated 14.09.2022 was sent by the 3rd defendant.



2.6. Thangammal was not under the care of the 1st defendant alone. A few years prior to the alleged execution of the Will, Thangammal had executed sale deeds in favour of her nephews, namely, the plaintiff's father, the 1st defendant, and Subbaiya, in respect of some of her properties. There was no intention on the part of Thangammal to execute a Will or sale deed in favour of the 1st defendant with respect to the suit properties. The facts relating to the execution of the said sale deed, settlement deed, and registered Will came to the knowledge of the plaintiff only after the institution of O.S. No. 496/2021 by the 1<sup>st</sup> defendant before the Principal District Munsif Court, Tirunelveli. The plaintiff is not a party to any of those documents. Hence, the plaintiff has filed the present suit seeking a declaration that the registered Will in Document No. 26 dated 26.10.2016, the sale deeds in Document Nos. 2002/2020 and 695/2021, and the settlement deed in Document No. 303/2021 are legally invalid.

### **3. Crux of the Written statement filed by the Defendants:-**

3.1. The defendants generally denied the plaint pleadings. The relationship between Alagumuthu and Thangammal, as well as that between the plaintiff and the first defendant, was admitted. However, it is false to state that Thangammal gave her lands to the first defendant and his deceased brothers, Subbaiah and Maadasami. It is also false to state that all three of them had taken care of the needs of Thangammal. The defendants denied that the lands situated in S.F. Nos. 508/2 and 533, to the extent of 99



cents and 1 acre 33 cents, were in the possession of the plaintiff. They contended that, without any right, the plaintiff attempted to disturb the defendants' possession of the aforesaid lands and, therefore, lodged a complaint before Pettai Police Station on 21.11.2021. During the enquiry, the plaintiff left stating that he would seek relief before the Court. The defendants further stated that Thangammal was never taken care of by the plaintiff. They denied that she had become absent-minded for a few years prior to her demise and also denied that she had expressed a desire that her properties be equally partitioned among the legal heirs of Sappani. According to the defendants, the plaintiff is a third party to the suit schedule property and, therefore, is not entitled to seek the relief of declaring the sale deed executed in favour of the first defendant as null and void.

3.2. The first item of the first schedule suit property was purchased by Thangammal vide sale deed dated 18.05.1970. The second item of the first schedule suit property was purchased by her through a sale deed dated 22.03.1984, and the third item of the first schedule suit property was purchased by her through sale deeds dated 01.05.1993 and 22.04.1993. The second and third schedule suit properties were purchased by her through sale deeds dated 22.04.1993 and 31.05.1978. The first defendant was brought up by his aunt, Thangammal. Later, she was taken care of by the first defendant in her old age. Thangammal executed her last Will dated 26.10.2016 voluntarily, while in



sound physical and mental health and without any instigation. At the time of executing the Will, she was possessed of a sound disposing state of mind and memory. As per the recitals of the Will, the properties comprised in the first and second items of the first schedule property and 0.33 cents in S.F. No. 508/2 were bequeathed to the first defendant with absolute rights, along with the entire lands comprised in the second and third schedule properties.

3.3. The Will was executed after affixing the photograph of Thangammal, and the requisite registration fees were paid before the Tirunelveli Sub-Registrar No. I for registration of the Will. She died after 4½ years from the date of execution of the Will. Her last rites were performed by the first defendant at his own expense. The plaintiff and his father, Madasamay, were aware of the execution of the Will even in the year 2016. Since the plaintiff and his father had stated that they would challenge the said Will, and with the intention of avoiding future disputes, Thangammal instructed the first defendant to obtain a sale deed. Accordingly, the first defendant purchased the first schedule property from Thangammal after paying valid sale consideration on 03.08.2020. The sale deed was executed while Thangammal was in good physical and mental condition. The sale consideration was paid in cash by the first defendant to Thangammal. Thereafter, the first defendant mutated his name in the patta and paid the



requisite taxes. Thus, he became the lawful owner of the property, and the plaintiff never had any right over the same.

3.4. The first defendant executed a settlement deed in favour of his son, the second defendant, on 05.03.2021 with respect to the second schedule suit property. The settlement deed was duly accepted and came into force. The patta was mutated in the name of the second defendant, and the taxes have also been paid by him. Apart from the second defendant, no other person has any right over the second schedule suit property. Likewise, the third schedule suit property was sold by the first defendant to the third defendant on 21.06.2021, the first defendant having derived title thereto under the registered Will executed by Thangammal. The third defendant also mutated his name in the patta, paid taxes in his name, and has been cultivating the land. On 29.01.2021, the plaintiff sent a legal notice to the first defendant with respect to the third item of the property, wherein the Will and the sale transaction were specifically referred to. Since the Will was dated 26.10.2016 and the sale deed was dated 03.08.2020, and since these facts were admittedly known to the plaintiff even prior to the legal notice dated 29.01.2021, the suit was not instituted within the prescribed period of limitation. Therefore, the suit is barred by limitation in respect of the first prayer. Likewise, the relief sought in the third prayer with respect to the settlement deed executed by the first defendant in favour of the second defendant on 05.03.2021



was also known to the plaintiff much earlier, and the said relief is barred by limitation. Since there is no cause of action and the suit has been filed as a counter-blast to O.S. No. 496 of 2021 with the intention of harassing the first defendant, it is prayed that the suit be dismissed with costs.

#### **4. Documents and Evidence:-**

On the side of the plaintiff, the plaintiff, Mr. Balamurugan, was examined as P.W.1 through his proof affidavit, and documents Ex.A1 to Ex.A9 were marked. During the cross-examination of P.W.1, documents Ex.B1 and Ex.B2 were marked. On the side of the defendants, the 1st defendant, Mr. Ganesan, was examined as D.W.1 through his proof affidavit, and documents Ex.B3 to Ex.B12 were marked. One Mr. Murugan was examined as D.W.2 through his proof affidavit, and documents Ex.B13 and Ex.B14 were marked. One Mr. Ramachandran was examined as D.W.3 through his proof affidavit.

#### **5. Issues framed for consideration:-**

Based on the rival contentions put forth by both sides pleadings, the court had framed the following issues for consideration:

1. Whether the Will dated 26.10.2016 is true and genuine?



2. Whether the plaintiff is entitled to the relief of declaration of Will dated 26.10.2016 as null and void as prayed for?
3. Whether the plaintiff is entitled to the relief of declaration of sale deed dated 03.08.2020 as null and void as prayed for in the plaint?
4. Whether the plaintiff is entitled to the relief of declaration of settlement deed dated 05.03.2021 as null and void as prayed for?
5. Whether the plaintiff is entitled to the relief of declaration of sale deed dated 21.06.2021 as null and void as prayed for?
6. To what other relief plaintiff the entitled to?

**6. Arguments advanced by the Plaintiff Counsel:-**

The Plaintiff Counsel adhered to the arguments that, since the deceased Thangammal is a relative of the plaintiff, if the alleged Will and the sale deed are declared null and void as prayed for, then the plaintiff is automatically vested with his rightful share in the suit property as her grandson. No sale consideration was passed for the alleged sale deed executed by the deceased Thangammal; it was fabricated by the first defendant by taking advantage of his dominance over the aged, illiterate lady. Likewise, the deceased Thangammal only desired to distribute her properties equally among all three sons of her brother, and she had no specific intention to provide any additional properties to the first defendant. Therefore, the alleged Will and sale deed were not executed by Thangammal out of her own free will and volition. The plaintiff has proved the same through the evidence advanced in this case. While the alleged Will



and the sale deed executed by the deceased Thangammal itself proved to be void and unenforceable, the subsequent settlement deed and sale deed executed by the first defendant would not have any legally binding effect. Hence, the Plaintiff Counsel prays that the suit be decreed as prayed for. The Plaintiff Counsel also submitted detailed written arguments, placing reliance on the decision rendered in Chinnaponnu (died) and three others vs. Mamundi and eleven others, reported in 2021 (1) MWN (Civil) 595.

**7. Arguments advanced by the Defendants Counsel:-**

The points of arguments adhered to by the Defendants Counsel are that: The 1st defendant was brought up by his paternal aunt, Thangammal, and so she had special affection for him. Since the 1st defendant took care of her and her needs, she initially executed a registered Will in favour of the first defendant. After a few years, due to some unwanted disruptions that happened in the family, Thangammal requested the first defendant to obtain the properties by paying consideration through a proper sale deed. Accordingly, the first defendant acted as per the advice of the deceased Thangammal, paid proper sale consideration, and purchased the properties. Even though the plaintiff is a relative of the deceased Thangammal and the first defendant, he cannot question the alienation since the properties are the self-acquired properties of Thangammal. Moreover, the defendants never submitted the alleged registered Will executed by Azhagumuthu, the husband of the deceased Thangammal.



7.2. The Counsel also added that, since the first defendant had examined the attestor of both the Will and the sale deed, he had established the genuineness of the execution as per the mandate of law. Another plea, namely that the suit was barred by the law of limitation, was also taken by the defendants. Therefore, the Defendants Counsel pleaded that, since the execution of the registered Will and the sale deed had been established, and the suit itself was instituted after the period of limitation, there arose no legal necessity to declare the validity of the documents as prayed for in the plaint, and consequently, the sale deed and the settlement deed executed by the first defendant are legally valid. Hence, the Defendants Counsel prays for dismissal of the suit with costs. He placed reliance upon the decision rendered in 2019 (3) MWN (Civil) 194 by the Hon'ble Apex Court in C.A. No. 1007 of 2013.

### **DISCUSSION & DECISION:-**

8. The entire material records available are perused. The oral arguments advanced by both parties and the written arguments filed by the plaintiff are also considered. The earlier entitlement of the deceased Thangammal over various properties, including the suit schedule properties, her relationship with the plaintiff and defendants 1 and 2, the alienation of certain properties in favour of her brother's sons, and her demise issueless were all admitted by both parties. However, the matters in dispute relate to the alienation of the suit properties in favour of the first defendant by means of the



registered Will dated 26.10.2016 and the registered sale deed dated 03.08.2020 executed by the deceased Thangammal, and the subsequent alienations made by the first defendant with respect to certain properties vide the settlement deed and sale deed, which have to be resolved herein after in this suit.

**ISSUES No 1 & 2 :-**

9. These issues relate to the registered Will dated 26.10.2016, which appears to have been executed by the deceased Thangammal in favour of the first defendant, Ganesan, and which includes various properties, totalling six items. The Will was registered as Document No. 26/2016, Book III. The plaintiff challenged the validity of this Will. The original Will was exhibited as Ex.B3 by the first defendant.

10. The plaintiff had pleaded that he came to know about the existence of such alleged Will only after he received copies of the plaint in O.S. No. 496/2021, instituted by the first defendant against him. On the other hand, the defendants took a plea that this suit itself was barred by limitation, contending that the plaintiff had knowledge of the alleged existence of the registered Will even before receipt of the copies in O.S. No. 496/2021, which, according to them, was evident from the legal notice dated 29.01.2021. However, no such notice was marked as documentary evidence in this case



by the defendants. Therefore, this Court does not find any ground to hold that the suit was filed beyond the period of limitation, as alleged by the defendants.

11. Another ground taken by the defendants, which has to be decided initially, was that the plaintiff did not have any prima facie right to file the present case and that he lacks locus standi. However, the defendants never denied their relationship with the plaintiff. As argued by the plaintiff, if such Ex.A9 sale deed and Ex.B3 registered Will had never existed, then the plaintiff would also be rightfully entitled to the share of his father, who is the brother of the first defendant. Therefore, the plaintiff instituting the suit by challenging the primary documents—the registered Will and the sale deed—is absolutely maintainable, and the plaintiff cannot be deprived of his right to institute the suit challenging the validity of such documents.

12. While considering the validity of the registered Will, Ex.B3, even though it was registered, the proof of a Will can only be made in accordance with Section 68 of the Indian Evidence Act, 1872, and the corresponding provision is Section 67 of the Bharatiya Sakshya Adhiniyam, 2023. According to the said provision, it is necessary to examine at least one of the attesting witnesses to such instrument in order to prove the Will. In Ex.B3, the original Will, there were totally three attesting witnesses. Among those three, the first witness was the wife of the first defendant and the other two were



Murugandi and Murugan. The third attesting witness, namely Murugan, was examined as DW2 by the defendants to prove the genuineness of the Will.

13. DW2 had submitted two proof affidavits as his chief examination. In his initial chief examination, he deposed that Ex.B3, the Will, was prepared on 26.10.2016 and registered on 27.10.2016. He witnessed the testator affixing her thumb impression on the Will, and thereafter, he attested the same as a witness. Upon perusal of the cross-examination of DW2, apart from the alleged fact that the testator, Thangammal, was unable to walk due to the injuries sustained when she fell and therefore travelled through the auto of DW2, no other statement appears to impeach his credibility regarding his witnessing the execution of Ex.B3 by Thangammal.

14. Moreover, when the first attesting witness was the wife of the first defendant and her presence during the execution of such document was not suppressed, and no direct evidence was adduced by the plaintiff, nor was anything elicited from the attesting witness, DW2, to prove any active participation of the first defendant in the drafting of Ex.B3, there appear to be no suspicious circumstances surrounding the execution of such testamentary document. In addition, while the plaintiff claimed that he had also participated in taking care of his grandmother, Thangammal, and while questioning the attesting witness DW2 suggested that the first defendant had taken advantage of the inability of Thangammal, he did not exhibit any documentary evidence to support the



mental incapacity of Thangammal to execute such testament. Apart from the statement of the plaintiff himself, no other credible third-party witness was examined to establish the mental capacity of Thangammal during the period when Ex.B3 was executed.

15. From the above discussions, it is clear that the plaintiff had taken a plea that Ex.B3, the Will, was not a valid document. However, in order to prove his claim, he failed to produce any evidence showing that the Will was not genuinely executed by its testator. More importantly, when the beneficiary, namely the first defendant, had examined one of the attesting witnesses in this case, and he deposed that the testator Thangammal was in a good, sound and disposing state of mind at the time of executing Ex.B3, this Court finds that the onus that had shifted to the plaintiff was not discharged through any reliable evidence. Hence, this Court arrives at the conclusion that Ex.B3, the registered Will, is a true and genuine document, and there arises no necessity to declare it null and void. Accordingly, Issues Nos. 1 and 2 are decided against the plaintiff.

### **ISSUE No. 3 :-**

16. With respect to the sale deed executed by the deceased Thangammal in favour of the first defendant, the plaintiff claimed that the sale deed was not validly executed by her and that it appears to have been created by the first defendant. The plaintiff also



claimed that Thangammal was aged about 91 years, illiterate, and could only affix her thumb impression. It was further pleaded that Thangammal was unable to identify persons and was forgetful due to her old age and that, since the first defendant had created the sale deed in Ex.A9 by cheating Thangammal, it deserves to be declared null and void.

17. The plaintiff had mainly taken three stands to challenge the sale deed executed on 03.08.2020 by Thangammal in favour of the first defendant as null and void. Those grounds are—incompetence of the executor Thangammal, undue influence exercised over Thangammal by the first defendant, and non-passing of consideration for the sale deed. With regard to the first ground, namely the incompetence of the executor Thangammal to execute the sale deed, Ex.A9, apart from the testimony of the plaintiff himself, no other credible third-party witness was examined to prove the alleged incompetence of Thangammal at the time of execution of the sale deed. There was no credible evidence adduced by the plaintiff to prove that Thangammal was suffering from ailments due to old age, was forgetful, or was unable to identify persons during the period of execution of the sale deed. No medical documents were exhibited in evidence in support of the plaintiff's plea, and he relied solely upon his oral evidence. In such circumstances, this Court finds that the plaintiff had failed to prove the ground that the executor of the sale deed dated 03.08.2020 was incompetent to execute such sale deed as on the date of its execution.



18. The next ground taken by the plaintiff to challenge the sale deed is the undue influence of the first defendant over Thangammal. While considering the submissions made on both sides, it was asserted by the plaintiff that Thangammal was not under the exclusive care and protection of the first defendant, but that she was taken care of jointly by all the relatives. According to such plea taken by the plaintiff, when Thangammal was being taken care of by all her relatives and was residing separately, how the first defendant had influenced Thangammal was not properly explained by the plaintiff.

19. Since no independent testimony was adduced to prove the alleged undue influence exercised by the first defendant over Thangammal to execute the sale deed, Ex.A9, and since the plaintiff himself denied the dominant position of the first defendant to manipulate or influence the executor Thangammal, the burden of proving the plea of undue influence rests upon the plaintiff.

20. There is no direct or circumstantial evidence available in support of the plea of undue influence in the execution of the sale deed, Ex.A9. On the other hand, DW2 is found to be not only an attesting witness to the registered Will, Ex.B3, but also an attesting witness to the sale deed, Ex.A9. In his additional proof affidavit, he deposed that he witnessed the executor Thangammal signing all pages of the sale deed, and thereafter he signed as an attesting witness. It was also stated by DW2 that



Thangammal was in a good, sound and disposing state of mind at the time when Ex.A9 was executed. In response to such evidence, the plaintiff merely denied the same through cross-examination, but no contradictory statement was elicited from DW2. Therefore, no evidence is available to disbelieve the deposition of DW2 with regard to the mental capacity of the executor. Merely because the beneficiary, namely the first defendant, and his wife accompanied Thangammal at the time of execution, the same cannot be taken as the sole ground for holding that undue influence was exercised.

21. The defendants relied upon the decision of the Hon'ble Apex Court reported in 2019 (3) MWN (Civil) 194, in which it has been held that:

“26. Insofar as the plea of undue influence, merely because the parties are related to each other or merely because the executant was old or of weak character, no presumption of undue influence can arise. ....”

22. Thus, the above decision is found to support the case of the first defendant that no presumption of undue influence can arise merely due to the relationship between the parties to the document and the old age of the executor. Hence, based upon the above discussions, it is concluded by this Court that no evidence to prove the ground of undue influence exercised by the first defendant over Thangammal at the time of execution of



Ex.A9 was adduced by the plaintiff, and he failed to discharge the burden cast upon him.

23. Yet another ground taken by the plaintiff to challenge the validity of the sale deed is the non-passing of consideration. On perusal of the plaint averments, there was no specific pleading regarding non-passing of sale consideration apart from the denial of the entire execution of the sale deed. This plea was taken only during the stage of evidence. For this ground, the plaintiff relied upon the cross-examination of DW1, in which he deposed that he did not know about the need for the sale consideration amount by Thangammal. However, that cannot mean that no consideration was paid. Moreover, the sale deed was executed in the year 2020, and its executor, Thangammal, is stated to have died in the year 2021. The plaintiff claimed that only after receipt of the plaint copies in O.S. No. 496/2021 did he come to know about the execution of the sale deed. Therefore, the initial point to be addressed by the plaintiff is how, after the demise of Thangammal and after the institution of O.S. No. 496/2021, he came to claim that no sale consideration had been paid, which has not been substantially explained.

24. Indeed, the passing of sale consideration is vital for a valid sale deed. However, the plaintiff has failed to explain the circumstances as to how he arrived at the conclusion that consideration was not passed to the deceased Thangammal. Since the passing of consideration was within the special knowledge of the executor and the



beneficiary, and since the plaintiff claims to have acquired knowledge of the sale deed only after the demise of the executor, the burden is heavily upon the plaintiff to prove the same. While considering the cross-examination of DW1, as contended by the plaintiff regarding non-passing of consideration, a reading of his evidence as a whole shows that the first defendant/DW1 firmly deposed that he had paid the sale consideration to the executor, Thangammal.

25. It is also noted that Ramachandran was examined as DW3. He is the son of Subbaiah, another deceased brother of Thangammal. DW3 deposed in favour of the defendants that Thangammal executed a registered Will and a sale deed in favour of the first defendant. Although he did not speak about the passing of sale consideration and claimed that he had only heard about the execution of the alleged sale deed, he did not deny the execution of the sale deed or the passing of sale consideration. DW3 would also have an equal right in the suit properties, as that of the plaintiff, if the relief prayed for by the plaintiff were to be granted. However, he stood on the other side and deposed in favour of the first defendant. He also denied the suggestions put to him regarding the mental incompetence of Thangammal to execute such sale deed. Therefore, the evidence of DW3 also plays a vital role in supporting the case of the first defendant. The plaintiff relied upon the decision of the Hon'ble High Court of Madras reported in 2021 (1) MWN (Civil) 595, wherein it has been held that:



“12. .... When persons like close relatives wanted to take an advantage of the documents said to have been executed by such rustic and illiterate villager, the burden of proof is on the persons who have taken the benefits of such documents to show that the transaction is out of good faith. The entire onus lies on the persons who have taken advantage of such document executed by an illiterate woman. Good faith of transaction has to be shown by the parties who take the benefit of the document executed by the old, illiterate, ailing rustic villager. Similarly, the persons who are in active confidence are liable to show that the transaction is bona fide and genuine one. ....”

26. According to the above decision, the burden of proof lies upon the beneficiary of the executor when the executor is an old, illiterate, rustic villager. There is no doubt that Thangammal was an old, illiterate, and rustic villager. On applying the above decision to the present case, it appears that the burden of proving the execution of the sale deed as bona fide rested upon the first defendant, its beneficiary.

27. While considering the discussions made supra, and from the evidence of DW2 and DW3, this Court finds that the first defendant has discharged his burden of proving that the sale deed in Ex.A9 is bona fide and genuine. Even if the evidence of DW2 is excluded from consideration, while considering the evidence given in support of the first defendant by DW3, who would also have an equal right and share in the suit



properties if the relief as prayed for were granted, this Court does not have any hesitation in placing reliance upon the evidence adduced by DW3. Even though he stated that he had heard about the execution of the sale deed in Ex.A9, he never denied the mental competence of Thangammal or the passing of consideration, as alleged by the plaintiff.

28. Therefore, as per the above decision relied upon by the plaintiff, this Court finds that the first defendant has proved the genuineness of the sale deed. However, the plaintiff failed to prove any of the grounds relied upon by him to challenge the legal validity of the sale deed. Based upon the above discussions, this Court has arrived at the conclusion that the ground of non-passing of sale consideration was not sufficiently proved by the plaintiff so as to challenge the legal validity of the sale deed.

29. From the discussions supra, since the plaintiff has failed to discharge the burden of proving that the sale deed executed by Thangammal in favour of the first defendant is invalid, this issue is answered against the plaintiff.

#### **ISSUES No. 4 & 5:**

30. The plaintiff sought the reliefs of declaration that the settlement deed dated 05.03.2021 and the sale deed dated 21.06.2021 are null and void. The settlement deed



dated 05.03.2021 was executed by the first defendant in favour of his son, the second defendant, with respect to the properties in S.F. No. 228/3 of Kunnathur Village. The settlement deed was exhibited as Ex.A2. The said property devolved upon the first defendant by virtue of Ex.B3, the Will. Since the execution of the Will was legally proved by the first defendant through the examination of one of its attesting witnesses, the subsequent transfer through this settlement deed by the first defendant in favour of the second defendant cannot be challenged by the plaintiff. This is because the right over that property in favour of the first defendant was created by Ex.B3 immediately upon the demise of Thangammal. Since the alienation through Ex.A2 took place only after the demise of Thangammal, it is a valid transaction.

31. The sale deed in Ex.A5 was executed by the first defendant in favour of the third defendant with respect to the property in S.F. No. 140 of Kunnathur Village. Since the property devolved upon the first defendant vide Ex.B3, the Will, it also enjoys the same validity as Ex.A2, for the reason that the Will had come into force and the alienation was made only after the demise of the testator, Thangammal.

32. Both the sale deed in Ex.A5 and the settlement deed in Ex.A2 were executed by the first defendant after the demise of Thangammal. The properties dealt with under those documents had also devolved upon him only by virtue of Ex.B3, the Will



executed in his favour, and its execution has already been proved, as discussed above. Moreover, the enforcement of the settlement deed and sale deed in favour of the 2<sup>nd</sup> and 3<sup>rd</sup> defendant respectively was proved by the mutation of their names in the revenue receipts, which is evident from the Ex.B7. Therefore, the plaintiff is not entitled to the relief of declarations that Ex.A2 and Ex.A5 are null and void. Accordingly, Issues Nos. 4 and 5 are also answered against the plaintiff.

**ISSUE No. 6:**

33. Considering the nature of the dispute, relationship between the parties, and findings on Issue No.1 to Issue No.5, this Court is of the view that there shall be no order as to costs.

**In the result, the suit is dismissed. No order as to cost.**

Directly typed by me in the official desktop, corrected and pronounced by me in the open court on this 20<sup>th</sup> day of July, 2026.

Principal District Munsif,  
Tirunelveli.

**Plaintiffs' side Witness**

Pw1 - Tr.Balamurugam (plaintiff)

**Plaintiffs' side Exhibits**

|    |       |            |                                                                        |
|----|-------|------------|------------------------------------------------------------------------|
| 1. | Ex.A1 | --         | O.S.No.496/2021's Complaint – Copy.                                    |
| 2. | Ex.A2 | 05.03.2021 | Settlement deed – Computer downloaded Certified copy.                  |
| 3. | Ex.A3 | --         | Advocate Notice – Office Copy.                                         |
| 4. | Ex.A4 | --         | Reply Notice – Original.                                               |
| 5. | Ex.A5 | 21.06.2021 | Sale deed - Computer downloaded Certified copy.                        |
| 6. | Ex.A6 | --         | Advocate Notice with two postal receipts and two acknowledgment cards. |
| 7. | Ex.A7 | --         | Reply Notice by 1 <sup>st</sup> defendant – Original.                  |
| 8. | Ex.A8 | --         | Reply Notice by 3 <sup>rd</sup> defendant – Original.                  |
| 9. | Ex.A9 | 03.08.2020 | Sale deed - Computer downloaded Certified copy.                        |

**Defendants side witness :**

DW1 : Tr. Ganesan ( 1<sup>st</sup> defendant).

DW2 : Tr. Murugan.

DW3 : Tr.Ramachandran.

**Defendants' side Exhibits**

|    |       |            |                                                 |
|----|-------|------------|-------------------------------------------------|
| 1. | Ex.B1 | 20.05.2014 | Sale deed - Computer downloaded Certified copy. |
| 2. | Ex.B2 | --         | O.S.No.496/2021 Written Statement - Copy.       |
| 3. | Ex.B3 | 26.10.2016 | Will – Original.                                |
| 4. | Ex.B4 | --         | Patta - Computer downloaded Copy.               |
| 5. | Ex.B5 | 01.05.1993 | Sale deed – Court Certified Copy.               |
| 6. | Ex.B6 | --         | Patta – Court Certified Copy.                   |
| 7. | Ex.B7 | --         | Property Receipts (3 Nos) – Original.           |
| 8. | Ex.B8 | 03.08.2020 | Sale deed – Court Certified Copy.               |
| 9. | Ex.B9 | --         | Patta – Court Certified Copy.                   |



O.S.No.150/2024

|     |        |    |                                                 |
|-----|--------|----|-------------------------------------------------|
| 10. | Ex.B10 | -- | Encumbrance Certificate - Court Certified Copy. |
| 11. | Ex.B11 | -- | Tax receipt - Court Certified Copy.             |
| 12. | Ex.B12 | -- | Receipts (2 Nos) - Court Certified Copy.        |
| 13. | Ex.B13 | -- | Signature of Murugan in Ex.B3.                  |
| 14. | Ex.B14 | -- | Signature of Murugan in Ex.B8.                  |

Principal District Munsif,  
Tirunelveli.



O.S.No.150/2024

P.D.M. Court, Tirunelveli,

**O.S.No.150/2024**

Draft / Fair - Judgment

Dated: 20.07.2026.