

**IN THE COURT OF THE PRINCIPAL SUBORDINATE JUDGE,
CHEYYAR, THIRUVANNAMALAI DISTRICT.**

Present N.Suresh, M.L.,

Principal Subordinate Judge, Cheyyar

Thursday the 16th day of April 2026

O.S.No.143/2024

CNR.TNTM0-4000-410 -2024

Isaivanan

... Plaintiff

/Vs/

1. P.Venkatesan,

2. A. Parasuraman

3. Duraisamy Gounder

... Defendants

This Suit coming before me for final hearing on **13.03.2026** in the presence of **Mr.J.Ramakrishnan**, Advocate for the Plaintiff and the 1 to 3 defendants being called absent and set exparte and upon perusal of entire case records, and having stood over for consideration till this day, this Court delivered the following:

J U D G M E N T

This is a Suit for Declaration and Possession and for cost.

3.GIST OF THE PLAINT IS AS FOLLOWS:-

The Plaintiff submits that the suit property described in Schedule 'A', measuring an extent of 0.32 cents, forms part of the southern portion of the larger property described in Schedule 'B', which measures 0.41 cents. It is the specific case of the Plaintiff that he has absolute title, lawful ownership, and continuous possession

over the Schedule 'A' property. The Plaintiff asserts that his right over the said property is derived through valid title deeds and lawful succession, and the same has been enjoyed by him without interruption until the recent acts of interference by the Defendants.

The Plaintiff further traces the origin of title to the larger extent of land in Survey No. 202/18, totally measuring 0.83 cents, which was historically divided into two equal halves. The northern half measuring 0.41 cents belonged to Chinnasamy Gounder of Sengampundi Village, while the southern half measuring 0.41 cents belonged to Masilamani Gounder, son of Muthusamy Gounder. Thus, the title to the northern portion, which includes the present Schedule 'B' property, is clearly distinguishable and independent from the southern portion owned by Masilamani Gounder.

It is further submitted that Chinnasamy Gounder, during his lifetime, executed two registered Gift Settlement Deeds dated 01.07.1976 and 15.07.1976, bearing Document Nos. 841/1976 and 904/1976 respectively, whereby he settled his entire 0.41-cent share in favour of his family members. By virtue of these settlements, specific extents of the property were transferred to Manicka Gounder, his grandchildren, his daughter Kasthuri Ammal, and grandson Sabapathy. From the respective dates of execution, the beneficiaries were put in possession and enjoyment of their respective shares, thereby perfecting their title over the said property.

Subsequently, the said settled properties were conveyed by the beneficiaries in favour of the Plaintiff's father, Ramasamy Gounder, through registered sale deeds dated 14.07.1977 and 14.09.1977. By virtue of these transactions, the entire northern portion measuring 0.41 cents in Survey No. 202/18, described as Schedule 'B', came to be vested absolutely in the Plaintiff's father. From the date of purchase, the Plaintiff's father was in exclusive possession and enjoyment of the said property, exercising all rights of ownership without any interference.

After the demise of Ramasamy Gounder on 10.07.1978, the Plaintiff and his brothers effected an oral partition of the joint family properties in the last week of January 1980. In the said partition, the Plaintiff was allotted a substantial portion of the Schedule 'B' property. Further, by virtue of a registered sale deed dated 22.09.1999 executed by his brother Moorthy in his favour, the Plaintiff consolidated his rights and became the absolute owner of the entire extent of 0.41 cents. Since then, the Plaintiff has been in continuous, peaceful possession and enjoyment of the property, thereby perfecting his title.

The Plaintiff submits that the alleged sale deed dated 12.04.1983 executed by Masilamani Gounder in favour of the 1st Defendant is fraudulent and legally unsustainable, as Masilamani Gounder had title only over the southern 0.41 cents and had no manner of right over the northern portion. Similarly, the subsequent sale deed dated 22.05.1996 executed by the 3rd Defendant in favour of the 2nd Defendant also suffers from the same infirmity, as it purports to convey property beyond the lawful ownership of the vendor. Therefore, these documents are void ab initio and not binding on the Plaintiff, insofar as they relate to the Schedule 'B' property.

The Plaintiff further submits that the subsequent sale deed dated 10.05.2019 executed by the 2nd Defendant in favour of the 1st Defendant is also invalid to the extent it includes the northern portion of the property. Taking advantage of such defective documents, the 1st Defendant has unlawfully obtained patta for the entire extent and, on 01.08.2023, encroached upon the Schedule 'A' property. Despite demands made by the Plaintiff and issuance of legal notice dated 17.04.2024, the Defendants failed to rectify their wrongful acts. Hence, the Plaintiff has been constrained to file the present suit seeking declaration of title, recovery of possession, and consequential reliefs declaring the impugned sale deeds as null and void insofar as they affect the Plaintiff's lawful rights.

4. The 1 to 3 defendants did not appear despite receiving the suit summons and remained *exparte*.

5. The point to be decided is as to whether the Plaintiffs are entitled to relief of a Partition and other reliefs. To prove the case of the plaintiff, the plaintiffs was examined as PW1 and PW2 Ex.A1 to Ex.A.13 were marked.

6. The point for consideration

Points for Consideration:

1. Whether the Plaintiff has proved his title over the suit 'A' Schedule property?
2. Whether the Plaintiff is entitled to the relief of declaration that the sale deeds dated 12.04.1983, 22.05.1996, and 10.05.2019 are null and void insofar as they relate to the suit property?
3. Whether the Plaintiff is entitled to the relief of recovery of possession of the suit 'A' Schedule property?
4. Whether the Plaintiff is entitled to the relief of permanent injunction restraining the Defendants from interfering with his peaceful possession and enjoyment of the remaining property?

Answers to Points for Consideration:

Point No.1:

The plaintiff's side arguments

The learned counsel for the Plaintiff would submit that the Plaintiff has clearly established his lawful title over the suit 'A' Schedule property by producing cogent

documentary evidence. By virtue of Exs.A1 and A2, the settlement deeds executed by Chinnasamy Gounder, and Exs.A3 and A4, the subsequent sale deeds in favour of the Plaintiff's father, the title to the entire northern portion measuring 0.41 cents in Survey No.202/18 stood validly conveyed. Further, under Ex.A7, the Plaintiff acquired the remaining share from his brother and became the absolute owner of the entire extent. The chain of title is complete, valid, and unbroken, and the same stands duly corroborated by the oral evidence of PW1.

It is further contended that the Defendants have no right, title, or interest over the suit property, as the documents relied upon by them, namely Exs.A5, A6, and A8, are legally unsustainable insofar as they include property beyond the vendor's ownership. Masilamani Gounder had title only over the southern portion and could not have conveyed any right over the northern portion. Hence, the subsequent transactions are void to that extent and do not bind the Plaintiff. The patta standing in the name of the 1st Defendant under Ex.A9 does not confer title and cannot override the Plaintiff's lawful ownership established through registered documents.

The learned counsel would further submit that the 1st Defendant has unlawfully encroached upon the suit 'A' Schedule property on 01.08.2023, which necessitated the issuance of legal notice under Ex.A10. Despite receipt of notice, the Defendants have failed to respond and have been set ex parte before this Court. In the absence of any rebuttal evidence, the Plaintiff's case remains unchallenged and deserves to be accepted in toto. Therefore, it is prayed that this Court may be pleased to grant the reliefs of declaration, recovery of possession, and permanent injunction as sought for in the plaint, with costs.

Conclusion

The Plaintiff has traced his title through Exs.A1 and A2, the settlement deeds executed by Chinnasamy Gounder, and Exs.A3 and A4, the sale deeds executed in favour of his father, Ramasamy Gounder. These documents clearly establish that the northern portion measuring 0.41 cents in Survey No.202/18 originally vested with the Plaintiff's father. Subsequently, under Ex.A7, the Plaintiff acquired the remaining share from his brother Moorthy, thereby becoming the absolute owner of the entire extent. The oral evidence of PW1 remains unshaken and corroborates the documentary evidence. Since the Defendants were set ex parte, there is no rebuttal evidence. Hence, this Court holds that the Plaintiff has successfully proved his title over the suit 'A' Schedule property.

Point No.2:

On considering the plaintiff's side arguments, oral and documentary evidence, The Plaintiff has challenged Exs.A5, A6, and A8. A careful perusal of Ex.A5 shows that Masilamani Gounder, who had title only over the southern portion, has executed a sale deed including the northern portion, which did not belong to him. Consequently, Ex.A6 and Ex.A8, being subsequent transactions, do not confer valid title upon the Defendants. It is a settled principle of law that no person can convey a better title than he himself possesses. Since the root document itself is invalid with respect to the excess extent, all subsequent documents are also invalid to that extent. In the absence of any contest by the Defendants, this Court finds that the Plaintiff is entitled to a declaration that the said sale deeds are null and void insofar as they relate to the suit property.

Point No.3:

On considering the plaintiff's side arguments, oral and documentary evidence, The Plaintiff has established his title and has also proved that the 1st Defendant has

encroached upon 0.32 cents of the suit 'A' Schedule property on 01.08.2023. The evidence of PW1 and the legal notice under Ex.A10, along with postal acknowledgments under Exs.A11 to A13, support the Plaintiff's case regarding unlawful possession. Since the Defendants have not contested the claim and have been set ex parte, the Plaintiff's evidence remains unchallenged. Accordingly, this Court holds that the Plaintiff is entitled to recovery of possession of the encroached portion of the suit property.

Point No.4:

On considering the plaintiff's side arguments, oral and documentary evidence, Insofar as the relief of permanent injunction is concerned, the Plaintiff has proved his lawful possession over the remaining extent of the property. The records disclose that except for the encroached portion, the Plaintiff continues to be in possession and enjoyment of the remaining land. The conduct of the 1st Defendant in attempting to assert rights over the entire property based on invalid documents gives rise to a reasonable apprehension of further interference.

Since the Defendants have been set ex parte, there is no material to disbelieve the Plaintiff's case. The Plaintiff, having established both title and possession, is entitled to protection of his possession. It is well settled that when a person is in lawful possession, he is entitled to seek an order of injunction against any unlawful interference.

Therefore, this Court finds that the Plaintiff is entitled to the relief of permanent injunction restraining the Defendants, their men, agents, or anybody claiming under them from in any manner interfering with the Plaintiff's peaceful possession and enjoyment of the remaining suit property.

In the result,

In the result, the suit is decreed as follows:

1. It is declared that the Plaintiff is the absolute owner of the suit 'A' Schedule property.
2. It is further declared that the Sale Deeds dated 12.04.1983 (Doc.No.495/1983), 22.05.1996 (Doc.No.760/1996), and 10.05.2019 (Doc.No.956/2019) are null and void and not binding on the Plaintiff insofar as they relate to the suit 'A' Schedule property.
3. The Plaintiff is entitled to recovery of possession of the suit 'A' Schedule property measuring 0.32 cents from the 1st Defendant, and the 1st Defendant is directed to hand over vacant possession of the same to the Plaintiff within a period of two months from the date of this judgment.
4. The Defendants, their men, agents, or anyone claiming under them are hereby permanently restrained from in any manner interfering with the Plaintiff's peaceful possession and enjoyment of the remaining suit property.
5. In the circumstances of the case, the Plaintiff is entitled to costs of the suit.

Accordingly, the suit is decreed with costs.

The judgment was typed by me on my laptop, corrected, and then pronounced in open court on this, the 16th day of April, 2026.

*Principal Subordinate Judge,
Cheyyar.*

11. LIST OF WITNESSES ON THE SIDE OF THE PLAINTIFFS:

PW1 - Isaivanan

12. LIST OF EXHIBITS ON THE SIDE OF THE PLAINTIFFS:

Ex.A1	01.07.1976 - Settlement Deed executed by Chinnasamy Gounder in favor of Manicka Gounder, Gandhi, Mayavathi, and Selliammal. (Doc No. 841/1976)
Ex.A2	15.07.1976- Settlement Deed executed by Chinnasamy Gounder in favor of Kasthuri Ammal and Sabapathi. (Doc No. 904/1976)
Ex.A3	Sale Deed executed by Kasthuri Ammal and Kalavathi in favor of the Plaintiff's father, Ramasamy Gounder. (Doc No. 921/1976)
Ex.A4	13-08-1977 -Sale Deed executed by Manicka Gounder, Gandhi, Mayavathi, and Selliammal in favor of the Plaintiff's father, Ramasamy Gounder. (Doc No. 1252/1977)
Ex.A5	12-04-1983 -Sale Deed executed by Masilamani Gounder in favor of the 3rd Defendant. (Doc No. 495/1983)
Ex.A6	22-05-1996 -Sale Deed executed by the 3rd Defendant in favor of the 2nd Defendant. (Doc No. 760/1996)
Ex.A7	22-09-1999- Sale Deed executed by Moorthy in favor of his brother, the Plaintiff. (Doc No. 1119/1999)
Ex.A8	10-05-2019 -Sale Deed executed by the 2nd Defendant in favor of the 1st Defendant. (Doc No. 956/2019)
Ex.A9	28-04-2024 - Computerized Patta Copy for Patta No. 169, currently in the name of the 1st Defendant.
Ex.A10	17-04-2024 Office Copy of the Legal Notice sent by the Plaintiff through his Counsel to the Defendants.
Ex.A11	Returned Registered Post Cover sent to the 1st Defendant

Ex.A12	Postal Acknowledgment Card of the 2nd Defendant.
Ex.A13	Postal Acknowledgment Card of the 3rd Defendant.

Principal Subordinate Judge,
Cheyyar.